



# GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING AGENDA

Monday, March 13, 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.**

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## **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 27, 2023
9. Consideration to Approve Accounts Payable
  - A. March 13, 2023
10. Financial Review
  - A. February Financials
11. Items of Discussion
  - A. **Quasi-Judicial (Public Hearing): Consideration of Resolution 08-2023**, Daven Haven Planned Development Amendment #3, Continued from 02-13-2023.
  - B. Consideration of MOU with Rocky Mountain Folk School
  - C. Consideration of Resolution 09-2023, Setting Fees for Headwaters Marina
12. Future Items for Consideration
13. Mayor's Report
14. Adjourn Meeting

## ARTICLE 5 Regulated 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 be required to operate as a Retail Marijuana Store, and shall have the option to also operate as a Medical Marijuana Store.
- (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, or their designee, 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, or their designee, 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 date the first Licensee opens for sales to the public, , or upon motion by the Board, the Board shall review (i) the results and impacts of marijuana legalization in the Town, and (ii) the operation and implementation of the provisions and procedures in this Article. 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, or pursuant to an alternative process as the Board shall provide by resolution.

(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, or pursuant to an alternative process as the Board shall provide by resolution.

(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 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 established and conspicuously identified elementary or secondary school;
- 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 & Retail Marijuana Store.* 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 Premises under one License. (1) Each Licensee shall be required to operate as a Retail Marijuana Store, and shall have the option to also operate as a Medical Marijuana Store.

(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.

(1) Notwithstanding the foregoing, and so long as in compliance with all other applicable signage and advertisement requirements, a Licensee’s exterior signage shall be permitted to use:

- i. The words “Recreational” and “Dispensary” one (1) time each, the text of which shall be no larger than [enter maximum size];
- ii. One (1) green cross symbol no larger than [enter maximum size];
- iii. If the Licensee also operates as a Medical Marijuana Store, the word “Medical” one (1) time, the text of which shall be no larger than [enter maximum size].

(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 property of the proposed Regulated Marijuana Store is located within an owners association, or a Planned Development under 12-2-25 of the Town Code, the applicant shall provide proof that the proposed Regulated Marijuana Store use complies with all applicable covenants and required approvals thereunder.
- ii. 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 27, 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*

**A. Call to Order**

The regular meeting of the Board of Trustees was called to order by Mayor Kudron at 6:32 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, Mayor Pro-Tem Bjorkman, Trustees Arntson, Bergquist, Packer, Strachan, and Sobon were present. Town Clerk Carrell and Town Manager Crone.

**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.

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. We are also entering our true melt/freeze cycles. This means that, as long as we try to keep snow cover on the roads, the roads may get pretty rutted. Just be careful.

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

We are starting to wind down winter. Winter Carnival will be held this weekend at various venues throughout Town. Come down and participate in the fun, then head to the Frozen Ball before the fireworks show at 9:00 pm.

Housing Fair

The Housing Fair held in the Community House last week was a huge success. We had a full house and over 50 people signed up for the LERP program. The event featured people from CHFA, NWCCOG, Grand County, the Grand Foundation, displays on all three housing projects that are in the works, and several lenders.

Death of the Zamboni

Unfortunately, the Town's Zamboni has finally kicked the bucket (the engine blew). We are looking for a replacement. We are also in talks with the Zamboni company to purchase our old one.

Audit

Our auditor, Dazzio and Associates, will be coming up the third week in March to conduct the audit of our 2022 finances. Given the high level of our Treasurer’s work over the past year, we do not anticipate any problems with this year’s audit. We are also having an audit done of our IT security at the same time.

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. We will be organizing community meetings about the event over the next couple of months.

Next Meeting

The next scheduled meeting will be held in two weeks. It is scheduled on March 13, 2023. At that workshop, we will continue to work on our marijuana ordinance as well as proposing some changes to the Town’s ADU ordinance.

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

Will O’Donnell, 412 Grand Avenue. Requested Public Works employees to come in later during the day to observe the drainage as the snow melts.

**H. Consideration to Approve Meeting Minutes**

**2. February 13, 2023**

Trustee Packer made a motion to approve the meeting minutes for February 13, 2023. Trustee Sobon seconded the motion. Town Clerk Carrell called the vote:

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

**I. Consideration to Approve Accounts Payable**

**3. February 27, 2023**

Mayor Pro-Tem Bjorkman made a motion to approve accounts payable for February 27, 2023. Trustee Packer seconded the motion. Town Clerk Carrell called the vote:

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

**J. Financial Review**

**1. January Financials**

**2. December Sales Tax**

Presented by Town Treasurer Wilson.

**K. Items of Discussion**

**1. Recognition of Community House Historic Designation**

Jim Cervenka 236 Lakeview Drive, presented on behalf of the Community House.

Mayor Pro-Tem Bjorkman made a motion recognizing the Grand Lake Community House Historic Designation. Trustee Bergquist seconded the motion. Town Clerk Carrell called the vote:

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

**2. Consideration of Contract with Hilly Lawn for 2023 Services**

Trustee Arntson made a motion to approve the 2023 contract for services from Hilly Lawn. Trustee Strachan seconded the motion. Town Clerk Carrell called the vote:

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

**3. Consideration of Contract with Summit Ford for New Water Department Truck**

Town of Grand Lake Water Superintendent, Dave Johnson presented.

Trustee Strachan made a motion to approve the contract with Summit Ford for a new Water Department truck. Mayor Pro-Tem Bjorkman seconded the motion. Town Clerk Carrell called the vote:

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

**4. Consideration of an RFP for GL Stormwater Management Plan**

Presented by Town Community Development Director White.

Trustee Sobon made a motion for Mayor Kudron to sign an RFP for the Grand Lake Stormwater Management Plan. Trustee Packer seconded the motion. Town Clerk Carrell called the vote:

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

**5. Consideration of Town Manager's Contract for 2023**

Trustee Arntson made a motion to approve Town Manager Crone’s contract for 2023. Trustee Strachan seconded the motion. Town Clerk Carrell called the vote:

<b>Mayor Kudron</b>	<b>Aye</b>
<b>Mayor Pro-Tem Bjorkman</b>	<b>Aye</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>

**L. Future Items for Consideration**

- Marijuana Ordinance
- Drainage Grand Lake Estates
- Wildlife Warning

**M. Mayor's Report**

Mayor Kudron requested for the next meeting that the Trustees choose a few key items they would like to bring back for discussion, so they can stay on the right path and continue to get things done for Grand Lake.

**N. Adjourn Meeting**

Mayor Pro-Tem Bjorkman made a motion to adjourn the meeting. 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>Aye</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>

This meeting of the Board of Trustees was adjourned at 8:00 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 2/28/23

**BANK CASH BALANCES**

ColoTrust	\$3,688,173.63
CSAFE	\$1,483,580.65
UBB	\$465,493.65
US Bank	\$434,859.07
CBC - Bank Midwest	\$1,111,790.63
<b>TOTAL</b>	<b>\$7,183,897.63</b>

**FUND CASH BALANCES**

% of 2023 Budget Expenditures

General fund	\$ 3,343,829.23	79%
Water fund	\$ 2,116,654.18	292%
Marina fund	\$ 756,010.62	167%
PAYT fund	\$ 179,246.46	195%
Capital Improvement fund	\$ 665,070.11	76%
<b>TOTAL</b>	<b>\$ 7,060,810.60</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 Pairs and Transfer for February 2023

<b>Company</b>	<b>Date</b>	<b>Amount</b>
Paychex Payroll	2/15/2023	\$ 37,449.46
Paychex Payroll Taxes	2/15/2023	\$ 14,552.45
ICMA Retirement	2/15/2023	\$ 5,061.31
Paychex Payroll	2/28/2023	\$ 37,464.69
Paychex Payroll Taxes	2/28/2023	\$ 14,200.10
ICMA Retirement	2/28/2023	\$ 5,957.03
Hartford life/AD&D Insurance	2/14/2023	\$ 153.41
Health Saving Reimbursement	2/8/2023	\$ 393.47
Health Saving Reimbursement	2/14/2023	\$ 303.50
Health Saving Reimbursement	2/22/2023	\$ 302.92
Health Saving Reimbursement	2/28/2023	\$ 471.38
Hartland credit card fee fom Marina	2/1/2023	\$ 129.00
CEBT - Health ins	2/8/2023	\$ 37,825.98

**Bank Transfers**

<b>From</b>	<b>To</b>	<b>Date</b>	<b>Amount</b>
UBB Money Market	US Bank Payroll	2/14/2023	\$ 70,000.00
UBB Money Market	US Bank Payroll	2/28/2023	\$ 80,000.00
UBB Money Market	UBB Operating	2/23/2023	\$ 209,000.00
UBB Money Market	UBB Operating	2/27/2023	\$ 84,000.00

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	5,481	(34,519)	13.7	
Cigarette Tax	3,000	710	(2,290)	23.7	tax revenues run 2 months behind
Franchise Tax	75,000	7,197	(67,803)	9.6	Quarterly payments
Subtotal Taxes	2,892,941	43,864	(2,849,077)	1.5	
<b>Licenses &amp; Permits</b>					
Business Licenses	30,000	369	(29,631)	1.2	annual event
Rental Licenses	50,000	44,400	(5,600)	88.8	annual event for STR license
Liquor License	3,750	2,901	(849)	77.4	
Other Licenses	3,025	500	(2,525)	16.5	sign, grading, animal, boardwalk permits
Subtotal Licenses & Permits	86,775	48,170	(38,605)	55.5	
<b>Intergovernmental</b>					
County Road and Bridge	9,520	-	(9,520)	-	Quarterly revenue
Grants	250,000	-	(250,000)	-	
Highway Users Tax	31,952	2,386	(29,566)	7.5	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	2,386	(293,086)	0.8	
<b>Charges for Services</b>					
Attainable Housing Fee	2,000	-	(2,000)	-	Part of the building application fees
Zoning and Subdivision Review	2,000	550	(1,450)	27.5	
Cemetery	12,000	-	(12,000)	-	Perpetual fees
Grand Lake Center	67,000	21,268	(45,732)	31.7	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	22,756	(77,244)	22.8	
<b>Fines and Forfeitures</b>	1,500	15	(1,485)	1.0	Ordinances and parking fines
<b>Fees and Leases</b>	2,500	-	(2,500)	-	Quarterly payment for Chamber rent
<b>Net Investment Income</b>	10,000	14,064	4,064	140.6	interest income
<b>Contributions</b>	-	-	-	-	
<b>Other Revenue</b>	29,002	14,887	(14,115)	51.3	sale of vehicles & event fees
<b>Capital Specific Revenue</b>	202,241	202,241	-	100.0	Dock insurance proceeds
<b>Total Revenues</b>	\$ 3,620,431	\$ 348,382	\$ (3,272,049)	9.6	

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	15,262	\$ 96,688	13.6	Community grants and donations
Cemetery Committee	8,000	-	8,000	-	
Planning Commission & Board of Ac	41,600	3,110	38,490	7.5	Consultant & training
Greenways Committee	68,918	-	68,918	-	Town flowers, planters, Arbor day
Subtotal Boards and Committees	230,468	18,372	212,096	8.0	
<b>Administration</b>					
Personnel	614,941	126,141	488,800	20.5	wages and benefits
Supplies	40,000	4,330	35,670	10.8	office supplies
Repairs and Maintenance	17,200	693	16,507	4.0	
Purchased Services	66,350	11,202	55,148	16.9	postage, computer services, building maint
Utility Services	20,500	4,286	16,214	20.9	Water and Sewer are billed quarterly
Professional Services	49,000	765	48,235	1.6	Legal
Marketing	146,732	32,464	114,268	22.1	Quarterly contribution to Chamber and county treasure fee
Other	121,650	13,448	108,202	11.1	Quarterly property insurance
MSOB Grant Expenses	-	-	-	-	
Subtotal Administration	1,076,373	193,329	883,044	18.0	
<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	611,953	127,436	484,517	20.8	Wages and benefits - Comp time payout
Supplies	23,000	1,301	21,699	5.7	
Repairs and Maintenance	275,500	17,449	258,051	6.3	
Purchased Services	22,440	2,568	19,872	11.4	
Utility Services	43,700	5,089	38,611	11.6	
Professional Services	5,000	-	5,000	-	
Other	60,000	847	59,153	1.4	

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

	\$ 1,041,593	\$ 154,692	\$ 886,901	14.9	
			<b>Variance with Budget - Positive (Negative)</b>		
<b>Expenditures</b>	<b>Original Budget</b>	<b>Actual Amounts</b>		<b>%</b>	
Subtotal Public Works					
<b>Grand Lake Center</b>					
Personnel	\$ 228,692	\$ 40,919	\$ 187,773	17.9	Wages and benefits
Supplies	8,700	2,656	6,044	30.5	
Repairs and Maintenance	39,458	2,454	37,004	6.2	
Purchased Services	-	-	-	-	
Utility Services	43,300	5,748	37,552	13.3	
Professional Services	5,600	1,952	3,648	34.8	Computer Service
Other	52,300	2,424	49,876	4.6	Marketing, Training, Insurance
Subtotal Grand Lake Center	378,050	56,152	321,898	14.9	
<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	1,136	128,624	0.9	
Purchased Services	-	-	-	-	
Utility Services	24,040	3,882	20,158	16.1	
Professional Services	-	-	-	-	
Other	10,000	-	10,000	-	
Parks Capital	410,516	96,323	314,193	23.5	docks
Subtotal Parks	696,508	101,358	595,150	14.6	
<b>Capital Outlay</b>	300,000	17,723	282,277	5.9	board sound system
<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>	4,265,465	641,625	3,623,840	15.0	
<b>Net Balance*</b>	(645,034)	(293,243)	351,791		

\*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	5,469	(531)	91.1	
<b>Total Revenues</b>	<b>590,250</b>	<b>5,469</b>	<b>(584,781)</b>	<b>0.9</b>	
<b>Expenditures</b>					
Grant Expenses	-	-	-	-	
Operations	300	-	(300)	-	
Capital Outlay	313,000	-	(313,000)	-	
Debt service					
Bond Principal	120,000	-	(120,000)	-	annual payment
Bond Interest	157,050	-	(157,050)	-	semi annual payments
Subtotal Debt Service	277,050	-	(277,050)	-	
Reserves	-	-	-	-	
<b>Total Expenditures</b>	<b>590,350</b>	<b>-</b>	<b>(590,350)</b>	<b>-</b>	
<b>Net Balance*</b>	<b>(100)</b>	<b>5,469</b>	<b>5,569</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**

	<b>Original Budget</b>	<b>Actual Amounts</b>	<b>Variance with Budget - Positive (Negative)</b>	<b>%</b>	<b>Notes</b>
<b>Revenues</b>					
Water Sales	\$ 675,000	\$ 163,427	\$ (511,573)	24.2	Billed quarterly (Jan, April, July, Oct)
Tap Fees	32,500	-	(32,500)	-	
Resale Meters	3,000	677	(2,323)	22.6	New meters purchased by owner
Bulk Water Permits	500	-	(500)	-	
Miscellaneous	-	-	-	-	
Sale of Assets	-	-	-	-	
Interest Income	10,000	12,227	2,227	122.3	
Reimbursement Income	-	-	-	-	
Capital Lease Proceeds	-	-	-	-	
Total Revenues	<u>721,000</u>	<u>176,331</u>	<u>(544,669)</u>	<u>24.5</u>	
<b>Expenditures</b>					
Personnel	397,246	48,606	(348,640)	12.2	Wages and Benefits - Down one employ
Office Supplies	33,000	-	(33,000)	-	
Operations Supplies	17,300	4,651	(12,649)	26.9	
Repairs and Maintenance	45,850	3,223	(42,628)	7.0	
Resale Supplies	6,150	7,938	1,788	129.1	water meters purchased
Purchased Services	23,000	3,923	(19,077)	17.1	
Utilities	32,500	5,068	(27,432)	15.6	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
Water Capital	48,000	43,098	(4,902)	89.8	New truck
Debt Service-Principal	69,977	-	(69,977)	-	
Debt Service-Interest	24,811	-	(24,811)	-	
Total Expenditures	<u>726,534</u>	<u>120,650</u>	<u>(605,884)</u>	<u>16.6</u>	
<b>Net Balance*</b>	(5,534)	55,681	61,215		

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	3,189	(811)	79.7	
Sale of Assets	-	-	-	-	
Total Revenues	368,084	3,189	(364,895)	0.9	
<b>Expenditures</b>					
Personnel	264,059	12,950	251,109	4.9	Wages and benefits
Office Supplies	1,100	-	1,100	-	
Operations Supplies	15,000	-	15,000	-	
Fireworks	45,000	12,500	32,500	-	Winter carnival fire works
Repairs and Maintenance	17,500	-	17,500	-	
Permits and Fees	1,000	-	1,000	-	
Purchased Services	13,575	988	12,587	7.3	Computer service & office supplies
Utilities	3,163	627	2,536	19.8	Water and Sewer are billed quarterly
Professional Services	2,000	-	2,000	-	
Other Expenses	11,301	888	10,413	7.9	Insurance
Capital Outlay	80,000	-	80,000	-	Replace Wall
Total Expenditures	453,698	27,953	425,745	6.2	
<b>Net Balance*</b>	(85,614)	(24,764)	(60,850)		

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	\$ 2,696	\$ (76,304)	3.4	
Interest Income	\$ 300	-	(300)	-	adjusted at year end
Total Revenues	<u>79,300</u>	<u>2,696</u>	<u>(76,604)</u>	<u>3.4</u>	
<b>Expenditures</b>					
Operations Supplies	8,800	6,396	2,404	72.7	PAYT bags
Repairs and Maintenance	25,000	8	24,992	0.0	a year adjustment
Purchased Services	36,950	5,978	30,972	16.2	Dumpster service
Professional Services	450	-	450		
Other Expenses	866	-	866	-	
Capital Outlay	20,000	-	20,000	-	Move facility
Total Expenditures	<u>92,066</u>	<u>12,382</u>	<u>79,684</u>	<u>13.4</u>	
<b>Net Balance*</b>	<u>(12,766)</u>	<u>(9,686)</u>	<u>(3,080)</u>		

TOWN OF GRAND LAKE  
 COMBINED CASH INVESTMENT  
 FEBRUARY 28, 2023

Section 10, Item A.
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COMBINED CASH ACCOUNTS

01-102000	USB CHECKING - PAYROLL	118,084.57
01-104000	2019 UBB MONEY MARKET	164,009.65
01-104500	2019 UBB CHKG - OPERATIONS	218,680.20
01-106000	RETURNED CHECK CLEARING ACCT	.00
01-106500	BANK MIDWEST / CCB	1,111,790.63
01-107500	UTILITY CASH CLEARING ACCT	471.00
01-107600	AR CASH CLEARING ACCT	( 5,847.05)
	TOTAL COMBINED CASH	1,607,189.00
01-100000	CASH ALLOCATED TO OTHER FUNDS	( 1,607,189.00)
	TOTAL UNALLOCATED CASH	.00

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	961,451.50
20	ALLOCATION TO WATER FUND	203,610.08
40	ALLOCATION TO MARINA FUND	329,377.89
50	ALLOCATION TO PAY-AS-YOU-THROW FUND	179,246.46
90	ALLOCATION TO CAPITAL IMPROVEMENT FUND	( 66,496.93)
	TOTAL ALLOCATIONS TO OTHER FUNDS	1,607,189.00
	ALLOCATION FROM COMBINED CASH FUND - 01-100000	( 1,607,189.00)
	ZERO PROOF IF ALLOCATIONS BALANCE	.00

TOWN OF GRAND LAKE  
 BALANCE SHEET  
 FEBRUARY 28, 2023

Section 10, Item A.

GENERAL FUND

ASSETS

10-100000	CASH IN COMBINED CASH FUND	961,451.50	
10-103000	CSAFE	202,771.51	
10-103100	CSAFE - CORE	1,213,070.40	
10-109100	COLOTRUST	966,535.82	
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	( 63,271.15)	
10-117100	PROPERTY TAXES RECEIVABLE	402,753.00	
10-117500	ACCOUNTS RECIVABLE - AR	4,127.92	
10-123000	FUEL AR - FUEL PAYMENTS	( 518.23)	
10-129000	UNLEADED GAS INVENTORY	10,584.77	
10-130000	DIESEL INVENTORY	19,947.09	
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	
		3,718,055.22	
	TOTAL ASSETS		3,718,055.22

LIABILITIES AND EQUITY

TOWN OF GRAND LAKE  
BALANCE SHEET  
FEBRUARY 28, 2023

Section 10, Item A.

GENERAL FUND

LIABILITIES

10-200000	ACCOUNTS PAYABLE GENERAL	7,069.87
10-205000	RETAINAGE PAYABLE	.00
10-217100	SOCIAL SECURITY WITHHOLDING	.00
10-217200	FEDERAL W/H PAYABLE	.00
10-217300	STATE W/H PAYABLE	.00
10-217400	MEDICARE WITHHOLDING	.00
10-217500	SUTA PAYABLE	.00
10-217600	WC PAYABLE	.00
10-219100	FLEX MEDICAL	17,779.50
10-219200	MEDICAL BENEFIT PAYABLE	.00
10-220000	ICMA W/H PAYABLE	.00
10-221000	ICMA EMP LOAN PAYABLE	.00
10-221001	ICMA/ROTH IRA	.00
10-221100	MISC DEDUCTIONS PAYABLE	.00
10-222000	DEFERRED REVENUE-PROPERTY TAX	402,753.00
10-223100	PREPAID FEES	.00
10-223180	PREPAID NRL	.00
10-225000	ESCROW MONIES GENERAL	.00
10-226000	USE TAX DEFERRED REVENUE	323,460.07
10-228100	GLC CUSTOMER DEPOSITS	510.00
10-228200	GLC PREPAID RENTAL FEES	.00
10-228400	EVENT DEPOSITS	.00
10-228500	LAND USE/MUNI PROP DEPOSITS	2,000.00
10-228600	ATTORNEY RETAINER	( 10,000.00)
10-230000	HEADSTONE DEPOSIT	1,350.00
10-232000	DUE TO WATER FROM GF	.00
10-233000	DUE TO MARINA FROM GF	.00
		744,922.44

FUND EQUITY

10-270000	PARKING FEE-IN-LIEU	.00
10-275000	FUND BALANCE	2,807,498.60
10-281000	CEMETERY FUNDS	99,488.09
10-283000	CONSERVATION TRUST FUNDS	38,555.06
10-284000	ATTAINABLE HOUSING FUNDS	234,501.93
10-285000	FUND BAL RESVD - INV & PRE PDS	5,091.51
10-286000	EMERGENCY RESERVES	80,400.00
	UNAPPROPRIATED FUND BALANCE:	
	REVENUE OVER EXPENDITURES - YTD	( 295,743.06)
	BALANCE - CURRENT DATE	( 295,743.06)
	TOTAL FUND EQUITY	2,969,792.13
	TOTAL LIABILITIES AND EQUITY	3,714,714.57

TOWN OF GRAND LAKE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

Section 10, Item A.

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>GENERAL TAXES</u>					
10-311-100	PROPERTY TAXES	.00	28,843.56	396,673.00	367,829.44 7.3
10-311-110	SPECIFIC OWNERSHIP	.00	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	5,480.65	5,480.65	40,000.00	34,519.35 13.7
10-311-140	SALES TAX 4%	.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	709.67	709.67	3,000.00	2,290.33 23.7
	<b>TOTAL GENERAL TAXES</b>	<b>6,190.32</b>	<b>36,666.89</b>	<b>2,817,941.00</b>	<b>2,781,274.11 1.3</b>
<u>UTILITY FRANCHISE TAX</u>					
10-316-170	FRANCHISE CABLE	.00	.00	20,000.00	20,000.00 .0
10-316-171	FRANCHISE TELEPHONE	6,935.36	7,197.01	5,000.00	( 2,197.01) 143.9
10-316-172	FRANCHISE ELECTRIC	.00	.00	35,000.00	35,000.00 .0
10-316-173	FRANCHISE NATURAL GAS	( 2,825.36)	.00	15,000.00	15,000.00 .0
	<b>TOTAL UTILITY FRANCHISE TAX</b>	<b>4,110.00</b>	<b>7,197.01</b>	<b>75,000.00</b>	<b>67,802.99 9.6</b>
<u>LICENSES &amp; PERMITS</u>					
10-321-100	LIQUOR LICENSE FEE	2,697.50	2,901.25	3,750.00	848.75 77.4
10-321-120	SALES TAX LICENSE \$5	45.00	320.00	425.00	105.00 75.3
10-321-130	MOTOR VEHICLE LICENSE (RURAL)	150.06	150.06	2,000.00	1,849.94 7.5
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	.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	41.25	368.75	30,000.00	29,631.25 1.2
10-321-180	NIGHTLY RENTAL LICENSE \$600	10,800.00	44,400.00	50,000.00	5,600.00 88.8
10-321-190	BOARDWALK SALES PERMIT	.00	.00	150.00	150.00 .0
	<b>TOTAL LICENSES &amp; PERMITS</b>	<b>13,733.81</b>	<b>48,170.06</b>	<b>86,925.00</b>	<b>38,754.94 55.4</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 .0</b>

TOWN OF GRAND LAKE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

Section 10, Item A.

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	2,385.65	2,385.65	31,952.00	29,566.35	7.5
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>	2,385.65	2,385.65	45,472.00	43,086.35	5.3
<u>CHARGES FOR SERVICES</u>						
10-341-200	CEMETERY	.00	.00	12,000.00	12,000.00	.0
10-341-202	CEMETERY GRANTS AND DONATION	.00	.00	.00	.00	.0
10-341-300	ZONING & SUBDIVISION REVIEW	550.00	550.00	2,000.00	1,450.00	27.5
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	.00	269.82	2,000.00	1,730.18	13.5
10-341-700	COPIES/FAXES/SODA	.00	8.00	.00	( 8.00)	.0
10-341-850	NIGHTLY RENTAL APP FEE \$165	.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>	550.00	1,487.82	33,000.00	31,512.18	4.5
<u>GRAND LAKE CENTER REVENUES</u>						
10-350-101	GL CENTER - RENTAL FEES	780.00	5,200.00	15,000.00	9,800.00	34.7
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	5,314.00	12,127.00	40,000.00	27,873.00	30.3
10-350-131	GL CENTER - REC FEES	1,251.00	3,157.00	12,000.00	8,843.00	26.3
10-350-132	GL CENTER GOLF SIM REVENUE	.00	.00	.00	.00	.0
10-350-201	GL CENTER - DONATIONS	.00	784.00	.00	( 784.00)	.0
	<b>TOTAL GRAND LAKE CENTER REVENUES</b>	7,345.00	21,268.00	67,000.00	45,732.00	31.7
<u>FINES AND FORFEITURES</u>						
10-351-100	ORDINANCE/TRAFFIC FINES	15.00	15.00	1,500.00	1,485.00	1.0
	<b>TOTAL FINES AND FORFEITURES</b>	15.00	15.00	1,500.00	1,485.00	1.0
<u>FEES AND LEASES</u>						
10-353-180	RENT - VISITORS CENTER	( 625.00)	.00	2,500.00	2,500.00	.0
	<b>TOTAL FEES AND LEASES</b>	( 625.00)	.00	2,500.00	2,500.00	.0

TOWN OF GRAND LAKE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

Section 10, Item A.

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>INVESTMENT INCOME</u>						
10-355-100	INTEREST REVENUE	9,490.45	14,064.16	10,000.00	( 4,064.16)	140.6
	TOTAL INVESTMENT INCOME	9,490.45	14,064.16	10,000.00	( 4,064.16)	140.6
 <u>OTHER</u>						
10-360-110	SALE OF ASSETS	.00	12,630.00	25,000.00	12,370.00	50.5
10-360-130	MUNICIPAL FEE	3.42	6.81	.00	( 6.81)	.0
10-360-140	RENT - LAND, BUILDINGS	( 450.00)	2,250.00	4,000.00	1,750.00	56.3
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
10-360-350	MSOB REVENUE	.00	.00	.00	.00	.0
	TOTAL OTHER	( 446.58)	14,886.81	29,002.00	14,115.19	51.3
 <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
10-377-160	SPACE TO CREATE REVENUE	.00	.00	.00	.00	.0
10-377-165	REVITALIZING MAIN STREET REV	.00	.00	.00	.00	.0
10-377-166	EV REVENUE	.00	.00	.00	.00	.0
10-377-170	INSURANCE PROCEEDS DOCK	.00	202,241.00	202,241.00	.00	100.0
10-377-175	COLORADO TREE CO REVENUE	.00	.00	.00	.00	.0
	TOTAL CAPITAL SPECIFIC	.00	202,241.00	202,241.00	.00	100.0
	TOTAL FUND REVENUE	42,748.65	348,382.40	3,620,581.00	3,272,198.60	9.6

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

Section 10, Item A.

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	18.32	32.18	1,000.00	967.82	3.2
10-412-314 PURCHASED SERVICES	1,166.25	1,166.25	18,000.00	16,833.75	6.5
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	.00	1,570.00	10,000.00	8,430.00	15.7
10-412-370 TRAINING/TRAVEL	43.38	341.94	6,000.00	5,658.06	5.7
10-412-380 COMP PLAN UPDATE	.00	.00	5,000.00	5,000.00	.0
<b>TOTAL PC/BOA</b>	<b>1,227.95</b>	<b>3,110.37</b>	<b>41,600.00</b>	<b>38,489.63</b>	<b>7.5</b>
<u>BOARD OF TRUSTEES</u>					
10-413-142 WORKERS' COMPENSATION	.00	182.98	400.00	217.02	45.8
10-413-143 BOT COMPENSATION	200.00	200.00	.00	( 200.00)	.0
10-413-211 OFFICE/MEETING SUPPLIES	275.21	347.51	5,000.00	4,652.49	7.0
10-413-215 ELECTIONS	.00	.00	2,500.00	2,500.00	.0
10-413-316 DUES/MEMBERSHIPS	1,011.00	13,718.00	18,000.00	4,282.00	76.2
10-413-370 TRAINING/TRAVEL	255.00	303.50	7,500.00	7,196.50	4.1
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	29.98	509.96	1,200.00	690.04	42.5
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
10-413-870 BOARD CONTINGENCY	.00	.00	250.00	250.00	.0
<b>TOTAL BOARD OF TRUSTEES</b>	<b>1,771.19</b>	<b>15,261.95</b>	<b>111,950.00</b>	<b>96,688.05</b>	<b>13.6</b>

TOWN OF GRAND LAKE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

Section 10, Item A.

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

TOWN OF GRAND LAKE  
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>ADMINISTRATION</u>					
10-415-100 GROSS WAGES - ADMINISTRATION	38,774.95	76,961.29	378,347.00	301,385.71	20.3
10-415-103 OT/COMP TIME BUYOUT	79.21	115.45	500.00	384.55	23.1
10-415-105 BONUS	.00	.00	7,000.00	7,000.00	.0
10-415-110 GROSS WAGES-ADMIN PT/SEASONAL	.00	.00	.00	.00	.0
10-415-130 GL CENTER MEMBERSHIP BENIFIT	.00	.00	1,925.00	1,925.00	.0
10-415-132 ICMA TOWN PAID BENEFIT	2,995.08	5,760.30	30,268.00	24,507.70	19.0
10-415-133 HEALTH/DENTAL-EMPLOYEE	15,141.13	18,329.12	81,120.00	62,790.88	22.6
10-415-134 ALTERNATIVE BENEFIT	550.00	825.00	6,000.00	5,175.00	13.8
10-415-135 DEP HEALTH/DENTAL	10,643.37	14,478.55	66,000.00	51,521.45	21.9
10-415-136 MEDICAL BENEFIT ALLOWANCE	780.26	1,251.97	8,400.00	7,148.03	14.9
10-415-141 UNEMPLOYMENT INSURANCE	58.75	286.44	1,135.00	848.56	25.2
10-415-142 WORKERS' COMPENSATION	.00	1,489.55	3,600.00	2,110.45	41.4
10-415-143 SOCIAL SECURITY MATCH	2,812.66	5,384.12	23,457.00	18,072.88	23.0
10-415-144 MEDICARE MATCH	657.82	1,259.23	5,486.00	4,226.77	23.0
10-415-145 FAMILI BENEFIT ADMIN	.00	.00	1,703.00	1,703.00	.0
10-415-211 GENERAL OFFICE SUPPLIES	687.16	1,108.40	8,000.00	6,891.60	13.9
10-415-215 COMPUTER SOFTWARE	1,747.57	2,876.03	22,000.00	19,123.97	13.1
10-415-220 COMPUTER HARDWARE	.00	.00	7,000.00	7,000.00	.0
10-415-226 SMALL EQUIPMENT	173.00	346.00	3,000.00	2,654.00	11.5
10-415-231 GAS/FUEL	52.00	52.00	1,200.00	1,148.00	4.3
10-415-232 VEHICLE MAINTENANCE	.00	.00	1,000.00	1,000.00	.0
10-415-233 OFFICE EQUIPMENT MAINTENANCE	.00	142.96	2,500.00	2,357.04	5.7
10-415-237 BUILDING MAINTENANCE	497.63	497.63	11,000.00	10,502.37	4.5
10-415-238 TOWN HALL FURNISHINGS	.00	.00	1,500.00	1,500.00	.0
10-415-311 POSTAGE/FREIGHT	9.00	1,045.12	5,000.00	3,954.88	20.9
10-415-312 COMPUTER SERVICES	2,715.55	8,220.77	50,000.00	41,779.23	16.4
10-415-314 ADS & LEGAL NOTICES	.00	67.14	5,000.00	4,932.86	1.3
10-415-316 DUES & MEMBERSHIPS	.00	.00	1,650.00	1,650.00	.0
10-415-318 JANITORIAL SERVICES	.00	.00	.00	.00	.0
10-415-319 MISCELLANEOUS SERVICES	.00	1,865.00	3,200.00	1,335.00	58.3
10-415-330 BANK FEES	6.00	4.00	1,500.00	1,496.00	.3
10-415-341 ELECTRIC UTILITY	603.72	603.72	4,000.00	3,396.28	15.1
10-415-342 SEWER UTILITY	.00	319.80	1,000.00	680.20	32.0
10-415-343 WATER UTILITY	.00	384.00	1,200.00	816.00	32.0
10-415-344 TELEPHONE/INTERNET UTILITY	1,218.80	2,301.63	7,500.00	5,198.37	30.7
10-415-345 NATURAL GAS UTILITY	.00	676.62	6,000.00	5,323.38	11.3
10-415-346 WEBSITE HOSTING SERVICES	.00	.00	800.00	800.00	.0
10-415-351 LEGAL SERVICES	.00	635.00	30,000.00	29,365.00	2.1
10-415-352 AUDIT	.00	.00	8,500.00	8,500.00	.0
10-415-353 JUDGE-MUNICIPAL COURT	.00	.00	500.00	500.00	.0
10-415-355 PROFESSIONAL SERVICES-OTHER	.00	130.00	10,000.00	9,870.00	1.3
10-415-370 TRAINING/TRAVEL	983.00	1,843.21	13,000.00	11,156.79	14.2
10-415-371 MISC EMPLOYEE EXPENSES	( 281.20)	553.80	15,000.00	14,446.20	3.7
10-415-385 TRANSIT SERVICE	.00	.00	40,000.00	40,000.00	.0
10-415-386 TRANSIT PLANNING	.00	.00	10,000.00	10,000.00	.0
10-415-387 TRANSIT CAPITAL INVESTMENT	.00	.00	.00	.00	.0
10-415-393 DOCUMENT RECORDING	.00	.00	250.00	250.00	.0
10-415-394 DEVELOPER REIMBURSEMENT	.00	.00	1,000.00	1,000.00	.0
10-415-513 PROPERTY/CASUALTY INSURANCE	.00	8,551.20	27,000.00	18,448.80	31.7
10-415-514 POSITION BONDS	.00	.00	400.00	400.00	.0
10-415-560 TREASURER'S FEES	.00	576.87	9,000.00	8,423.13	6.4
10-415-721 CHAMBER SERVICE AGREEMENT	( 625.00)	8,183.00	35,232.00	27,049.00	23.2

TOWN OF GRAND LAKE  
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
10-415-722 BLC FEE REMITTANCE	.00	9,500.00	38,000.00	28,500.00	25.0
10-415-723 VISITOR CENTER REPAIRS & MAINT	.00	.00	1,500.00	1,500.00	.0
10-415-724 NRL VC OP	.00	7,500.00	30,000.00	22,500.00	25.0
10-415-800 ATTAINABLE HOUSING EXPENSES	.00	3,804.12	12,000.00	8,195.88	31.7
10-415-870 CONTINGENCY - GENERAL ADMIN	.00	2,899.55	11,000.00	8,100.45	26.4
10-415-875 MARKETING CONTINGENCY	.00	.00	.00	.00	.0
10-415-880 CHAMBER PUBLIC RELATIONS	.00	2,500.00	10,000.00	7,500.00	25.0
10-415-885 TOWN EVENTS	.00	2,500.00	12,500.00	10,000.00	20.0
10-415-886 MSOB EXPENSES	.00	.00	.00	.00	.0
10-415-887 CONTINENTAL DIVIDE TRAIL	.00	.00	2,500.00	2,500.00	.0
TOTAL ADMINISTRATION	80,280.46	195,828.59	1,076,373.00	880,544.41	18.2
<u>ECONOMIC DEVELOPMENT GRANTS</u>					
10-416-100 TRAIL GROOMERS	.00	.00	30,000.00	30,000.00	.0
10-416-250 HEADWATERS TRAIL ASSOC- HTA	.00	.00	5,000.00	5,000.00	.0
10-416-260 GRAND ART COUNCIL	.00	.00	.00	.00	.0
10-416-261 CREATIVE DISTRICT	.00	100,000.00	100,000.00	.00	100.0
TOTAL ECONOMIC DEVELOPMENT GRANTS	.00	100,000.00	135,000.00	35,000.00	74.1
<u>PUBLIC SAFETY</u>					
10-421-100 GROSS WAGES - PUBLIC SAFETY	.00	.00	.00	.00	.0
10-421-105 BONUS	.00	.00	.00	.00	.0
10-421-110 GROSS WAGES-PUBLIC SAFETY PT	.00	.00	.00	.00	.0
10-421-130 GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
10-421-131 LONGEVITY BENEFIT	.00	.00	.00	.00	.0
10-421-132 ICMA TOWN PAID BENEFIT	.00	.00	.00	.00	.0
10-421-133 HEALTH/DENTAL-EMPLOYEE	.00	.00	.00	.00	.0
10-421-135 DEP HEALTH/DENTAL	.00	.00	.00	.00	.0
10-421-136 MEDICAL BENEFIT	.00	.00	.00	.00	.0
10-421-141 UNEMPLOYMENT INSURANCE	.00	.00	.00	.00	.0
10-421-142 WORKERS' COMPENSATION	.00	.00	.00	.00	.0
10-421-143 SOCIAL SECURITY MATCH	.00	.00	.00	.00	.0
10-421-144 MEDICARE MATCH	.00	.00	.00	.00	.0
10-421-314 DISPATCH OPERATIONS	.00	.00	20,858.00	20,858.00	.0
10-421-339 SHERIFF'S CONTRACT	.00	.00	257,000.00	257,000.00	.0
10-421-340 SPECIAL EVENT SECURITY	.00	.00	.00	.00	.0
TOTAL PUBLIC SAFETY	.00	.00	277,858.00	277,858.00	.0

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		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PUBLIC WORKS</u>						
10-431-100	GROSS WAGES - PUBLIC WORKS	24,885.49	63,298.64	345,630.00	282,331.36	18.3
10-431-103	OT/COMP TIME BUYOUT	708.82	12,399.12	40,000.00	27,600.88	31.0
10-431-105	BONUS	.00	.00	5,000.00	5,000.00	.0
10-431-111	ON CALL PAY	1,400.00	2,750.00	10,350.00	7,600.00	26.6
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	1,210.86	2,792.52	20,000.00	17,207.48	14.0
10-431-133	HEALTH/DENTAL-EMPLOYEE	18,000.72	22,718.99	70,720.00	48,001.01	32.1
10-431-135	DEP HEALTH/DENTAL	7,868.36	11,082.40	48,240.00	37,157.60	23.0
10-431-136	MEDICAL BENEFIT ALLOWANCE	817.93	837.93	4,800.00	3,962.07	17.5
10-431-141	UNEMPLOYMENT INSURANCE	57.73	295.70	1,157.00	861.30	25.6
10-431-142	WORKERS' COMPENSATION	.00	4,717.25	35,000.00	30,282.75	13.5
10-431-143	SOCIAL SECURITY MATCH	1,960.61	5,303.01	23,909.00	18,605.99	22.2
10-431-144	MEDICARE MATCH	458.53	1,240.22	5,592.00	4,351.78	22.2
10-431-145	FAMILI BENEFIT PW	.00	.00	1,555.00	1,555.00	.0
10-431-222	GENERAL SUPPLIES	40.51	384.06	7,000.00	6,615.94	5.5
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	917.32	917.32	5,000.00	4,082.68	18.4
10-431-231	GAS/FUEL/LIQUIDS	5,646.11	6,144.20	30,000.00	23,855.80	20.5
10-431-232	VEHICLE MAINTENANCE	.00	1,257.00	10,000.00	8,743.00	12.6
10-431-233	EQUIPMENT MAINTENANCE	1,547.64	1,547.64	25,000.00	23,452.36	6.2
10-431-235	TIRES/CHAINS	.00	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	.00	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	3,750.00	8,127.36	150,000.00	141,872.64	5.4
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	72.90	193.80	3,000.00	2,806.20	6.5
10-431-314	ADS/BID NOTICES	.00	.00	2,000.00	2,000.00	.0
10-431-317	UNIFORM ALLOWANCE	300.00	600.00	2,940.00	2,340.00	20.4
10-431-318	TRASH/RECYCLE SERVICES	844.04	1,508.72	12,000.00	10,491.28	12.6
10-431-319	MISC. PURCHASED SERVICES	95.00	265.72	2,500.00	2,234.28	10.6
10-431-341	ELECTRIC UTILITY	1,987.46	1,987.46	12,000.00	10,012.54	16.6
10-431-343	WATER UTILITY	.00	147.00	700.00	553.00	21.0
10-431-344	TELEPHONE/INTERNET UTILITY	818.91	1,475.22	6,000.00	4,524.78	24.6
10-431-345	NATURAL GAS UTILITY	.00	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	347.19	847.43	5,000.00	4,152.57	17.0
10-431-399	EQUIP RENTAL	.00	.00	5,000.00	5,000.00	.0
10-431-400	CHRISTMAS LIGHTS	.00	.00	50,000.00	50,000.00	.0
10-431-870	CONTINGENCY- PUBLIC WORKS	.00	.00	.00	.00	.0
	<b>TOTAL PUBLIC WORKS</b>	<b>73,736.13</b>	<b>154,691.54</b>	<b>1,041,593.00</b>	<b>886,901.46</b>	<b>14.9</b>

TOWN OF GRAND LAKE  
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<u>GRAND LAKE CENTER EXPENDITURES</u>						
10-450-100	GROSS WAGES - GL CENTER	14,007.72	25,814.05	121,086.00	95,271.95	21.3
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
10-450-132	ICMA TOWN PAID BENEFIT	744.21	1,429.01	21,438.00	20,008.99	6.7
10-450-133	HEALTH/DENTAL-EMPLOYEE	5,983.86	7,764.41	32,953.00	25,188.59	23.6
10-450-135	DEP. HEALTH/DENTAL	2,070.00	3,105.00	12,420.00	9,315.00	25.0
10-450-136	MEDICAL BENEFIT ALLOWANCE	161.00	320.61	2,400.00	2,079.39	13.4
10-450-141	UNEMPLOYMENT INSURANCE	24.30	84.40	426.00	341.60	19.8
10-450-142	WORKERS' COMPENSATION	.00	854.95	3,000.00	2,145.05	28.5
10-450-143	SOCIAL SECURITY MATCH	634.52	1,253.45	8,797.00	7,543.55	14.3
10-450-144	MEDICARE MATCH	148.40	293.15	2,057.00	1,763.85	14.3
10-450-145	FAMILI BENEFIT (GLC)	.00	.00	545.00	545.00	.0
10-450-211	GEN OFFICE SUPPLIES	258.09	310.16	1,500.00	1,189.84	20.7
10-450-220	GENERAL OPERATING SUPPLIES	213.44	646.71	3,000.00	2,353.29	21.6
10-450-226	OFFICE EQUIP LEASE	.00	82.32	1,200.00	1,117.68	6.9
10-450-233	OFFICE EQUIP MAINT	( 31.47)	( 1.47)	600.00	601.47	( .3)
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	1,616.68	1,616.68	1,000.00	( 616.68)	161.7
10-450-237	BUILDING MAINTENANCE	2,422.66	2,455.68	30,000.00	27,544.32	8.2
10-450-238	MINOR/MISC FURNISHINGS	.00	.00	2,000.00	2,000.00	.0
10-450-239	MINOR INFRASTRUCTURE MAINT	.00	.00	2,000.00	2,000.00	.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	768.06	1,642.08	3,000.00	1,357.92	54.7
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	( 1,593.88)	( 1,163.88)	5,000.00	6,163.88	( 23.3)
10-450-341	ELECTRIC UTILITY	1,230.32	1,230.32	15,000.00	13,769.68	8.2
10-450-342	SEWER UTILITY	.00	1,127.91	4,600.00	3,472.09	24.5
10-450-343	WATER UTILITY	.00	294.00	1,200.00	906.00	24.5
10-450-344	TELEPHONE/INTERNET/TV UTILITY	448.62	1,364.90	7,500.00	6,135.10	18.2
10-450-345	NATURAL GAS UTILITY	794.48	1,730.52	15,000.00	13,269.48	11.5
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.	.00	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	.00	192.00	300.00	108.00	64.0
10-450-400	GOLF SIMULATOR EXPENSE	( 130.00)	630.00	3,000.00	2,370.00	21.0
10-450-513	PROPERTY/CASUALTY INSURANCE	.00	2,517.06	10,000.00	7,482.94	25.2
10-450-755	EXERCISE EQUIPMENT	98.33	98.33	4,000.00	3,901.67	2.5
10-450-869	SUMMER CAMP	.00	.00	30,000.00	30,000.00	.0
10-450-870	CONTINGENCY - GL CENTER	.00	150.00	.00	( 150.00)	.0
TOTAL GRAND LAKE CENTER EXPENDITUR		29,869.34	56,151.86	378,050.00	321,898.14	14.9

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GENERAL FUND

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<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	.00	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	.00	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	995.45	773.45	6,500.00	5,726.55	11.9
10-452-342 SEWER UTILITY	.00	141.45	540.00	398.55	26.2
10-452-343 WATER UTILITY	.00	2,098.00	13,000.00	10,902.00	16.1
10-452-345 NATURAL GAS UTILITY	.00	869.51	4,000.00	3,130.49	21.7
10-452-399 EQUIPMENT RENTAL	600.00	600.00	5,600.00	5,000.00	10.7
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	1,595.45	5,034.84	285,992.00	280,957.16	1.8
 <u>DEPARTMENT 460</u>					
10-460-750 FIREWORKS	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 460	.00	.00	.00	.00	.0

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
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Section 10, Item A.

		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	.00	17,723.09	25,000.00	7,276.91	70.9
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		.00	17,723.09	25,000.00	7,276.91	70.9
<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	.00	96,323.22	160,516.00	64,192.78	60.0
10-952-600	COMMUNITY HOUSE UPGRADES EXPEN	( 114.63)	.00	.00	.00	.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
10-952-996	REVITALIZING MAIN STREET EXP	.00	.00	.00	.00	.0
TOTAL PARKS CAPITAL		( 114.63)	96,323.22	410,516.00	314,192.78	23.5

TOWN OF GRAND LAKE  
 EXPENDITURES WITH COMPARISON TO BUDGET  
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GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
TOTAL FUND EXPENDITURES	188,365.89	644,125.46	4,265,465.00	3,621,339.54	15.1
NET REVENUE OVER EXPENDITURES	( 145,617.24)	( 295,743.06)	( 644,884.00)	( 349,140.94)	( 45.9)

TOWN OF GRAND LAKE  
 BALANCE SHEET  
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WATER FUND

ASSETS

20-100000	CASH IN COMBINED CASH FUND	203,610.08	
20-101000	US BANK	281,867.32	
20-102000	CSAFE	67,738.74	
20-109100	COLOTRUST	1,563,438.04	
20-117000	ACCTS RECEIVABLE/WATER SALES	73,504.39	
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/IN STL 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	
	TOTAL ASSETS		4,325,164.90

LIABILITIES AND EQUITY

LIABILITIES

20-200000	ACCOUNTS PAYABLE GENERAL	848.15	
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	
	TOTAL LIABILITIES		1,384,218.70

FUND EQUITY

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	

TOWN OF GRAND LAKE  
BALANCE SHEET  
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WATER FUND

UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD		<u>55,680.70</u>	
BALANCE - CURRENT DATE			<u>55,680.70</u>
TOTAL FUND EQUITY			<u>2,940,946.20</u>
TOTAL LIABILITIES AND EQUITY			<u><u>4,325,164.90</u></u>

TOWN OF GRAND LAKE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

Section 10, Item A.

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>WATER REVENUES</u>					
20-344-100 WATER SALES	1,569.30	163,427.04	675,000.00	511,572.96	24.2
20-344-105 HP NET METER REVENUE	.00	.00	.00	.00	.0
20-344-110 TAP FEES - CAPITAL	.00	.00	32,500.00	32,500.00	.0
20-344-120 RESALE METERS INCOME	.00	677.40	3,000.00	2,322.60	22.6
20-344-140 INTEREST REVENUE	5,934.62	12,226.55	10,000.00	( 2,226.55)	122.3
20-344-150 SALE/TRADE-IN OF ASSETS	.00	.00	.00	.00	.0
20-344-160 MISC. REVENUES	.00	.00	.00	.00	.0
20-344-190 BULK WATER PERMITS	.00	.00	500.00	500.00	.0
20-344-200 CAPITAL LEASE PROCEEDS	.00	.00	.00	.00	.0
20-344-260 REIMBURSEMENT INCOME	.00	.00	.00	.00	.0
TOTAL WATER REVENUES	7,503.92	176,330.99	721,000.00	544,669.01	24.5
TOTAL FUND REVENUE	7,503.92	176,330.99	721,000.00	544,669.01	24.5

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

Section 10, Item A.

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>WATER OPERATIONS</u>					
20-430-100 GROSS WAGES - WATER	15,593.46	30,989.01	257,000.00	226,010.99	12.1
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	1,450.00	2,850.00	13,000.00	10,150.00	21.9
20-430-119 YEAR END LEAVE EXPENSE	.00	.00	.00	.00	.0
20-430-130 GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
20-430-132 ICMA TOWN PAID BENEFIT	603.94	1,227.90	20,960.00	19,732.10	5.9
20-430-133 HEALTH/DENTAL-EMPLOYEE	4,698.54	6,280.96	46,800.00	40,519.04	13.4
20-430-135 DEP HEALTH/DENTAL	899.92	1,349.88	5,400.00	4,050.12	25.0
20-430-136 MEDICAL BENEFIT ALLOWANCE	.00	.00	3,600.00	3,600.00	.0
20-430-141 UNEMPLOYMENT INSURANCE	21.33	115.76	786.00	670.24	14.7
20-430-142 WORKERS' COMPENSATION	.00	3,474.50	21,000.00	17,525.50	16.6
20-430-143 SOCIAL SECURITY MATCH	906.08	1,878.52	16,244.00	14,365.48	11.6
20-430-144 MEDICARE MATCH	211.90	439.32	3,799.00	3,359.68	11.6
20-430-145 FAMILI BENEFIT	.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	3,710.53	4,637.54	13,000.00	8,362.46	35.7
20-430-222 LAB SUPPLIES/EQUIPMENT	.00	6.99	1,500.00	1,493.01	.5
20-430-223 WELL/PLANT SUPPLIES	.00	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	451.28	451.28	2,500.00	2,048.72	18.1
20-430-232 VEHICLE MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
20-430-233 EQUIPMENT MAINTENANCE	.00	95.80	5,000.00	4,904.20	1.9
20-430-234 WELL/PLANT MAINTENANCE	.00	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	846.40	1,178.94	25,000.00	23,821.06	4.7
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	.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	1,330.00	7,938.38	.00	( 7,938.38)	.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	.00	300.00	500.00	200.00	60.0
20-430-317 UNIFORM ALLOWANCE	100.00	200.00	3,900.00	3,700.00	5.1
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	170.00	1,000.00	830.00	17.0
20-430-321 COMPUTER SYSTEM SUPPORT	881.46	3,212.86	12,000.00	8,787.14	26.8
20-430-330 BANK FEES	21.86	40.08	700.00	659.92	5.7
20-430-341 ELECTRIC UTILITY	3,204.69	3,204.69	23,000.00	19,795.31	13.9
20-430-344 TELEPHONE UTILITY	274.18	499.94	2,500.00	2,000.06	20.0

TOWN OF GRAND LAKE  
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WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
20-430-345 NATURAL GAS UTILITY	.00	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	.00	293.43	2,000.00	1,706.57	14.7
20-430-513 PROPERTY/CASUALTY INSURANCE	.00	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>35,290.57</b>	<b>77,552.62</b>	<b>583,746.00</b>	<b>506,193.38</b>	<b>13.3</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	43,097.67	43,097.67	48,000.00	4,902.33	89.8
20-930-999 CONTRA CAPITAL OUTLAY	.00	.00	.00	.00	.0
<b>TOTAL WATER CAPITAL</b>	<b>43,097.67</b>	<b>43,097.67</b>	<b>48,000.00</b>	<b>4,902.33</b>	<b>89.8</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>78,388.24</b>	 <b>120,650.29</b>	 <b>726,534.00</b>	 <b>605,883.71</b>	 <b>16.6</b>
 <b>NET REVENUE OVER EXPENDITURES</b>	 <b>( 70,884.32)</b>	 <b>55,680.70</b>	 <b>( 5,534.00)</b>	 <b>( 61,214.70)</b>	 <b>1006.2</b>

TOWN OF GRAND LAKE  
BALANCE SHEET  
FEBRUARY 28, 2023

Section 10, Item A.

MARINA FUND

ASSETS

40-100000	CASH IN COMBINED CASH FUND	329,377.89	
40-109100	COLOTRUST	426,632.73	
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		<u>960,712.22</u>

LIABILITIES AND EQUITY

LIABILITIES

40-200000	ACCOUNTS PAYABLE GENERAL	( 172.40)	
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		1,381.36

FUND EQUITY

40-275000	UNAPPROP. RETAINED EARNINGS	984,386.93	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	( 24,763.86)	
	BALANCE - CURRENT DATE	( 24,763.86)	
	TOTAL FUND EQUITY		<u>959,623.07</u>
	TOTAL LIABILITIES AND EQUITY		<u>961,004.43</u>

TOWN OF GRAND LAKE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

Section 10, Item A.

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	1,547.62	3,189.39	4,000.00	810.61	79.7
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	1,547.62	3,189.39	368,084.00	364,894.61	.9
TOTAL FUND REVENUE	1,547.62	3,189.39	368,084.00	364,894.61	.9

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

Section 10, Item A.

MARINA FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>MARINA OPERATIONS</u>						
40-460-100	GROSS WAGES - MARINA	2,961.50	5,633.55	71,500.00	65,866.45	7.9
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
40-460-132	ICMA TOWN PAID BENEFIT	.00	.00	5,720.00	5,720.00	.0
40-460-133	HEALTH/DENTAL - EMPLOYEE	2,315.60	3,473.40	17,000.00	13,526.60	20.4
40-460-135	DEP HEALTH/DENTAL	.00	.00	.00	.00	.0
40-460-136	MEDICAL BENEFIT ALLOWANCE	15.00	314.00	1,200.00	886.00	26.2
40-460-141	UNEMPLOYMENT INSURANCE	14.34	14.34	609.00	594.66	2.4
40-460-142	WORKERS' COMPENSATION	.00	3,150.00	20,000.00	16,850.00	15.8
40-460-143	SOCIAL SECURITY MATCH	147.72	295.44	12,586.00	12,290.56	2.4
40-460-144	MEDICARE MATCH	34.54	69.08	2,944.00	2,874.92	2.4
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	578.80	2,000.00	1,421.20	28.9
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	.00	280.00	500.00	220.00	56.0
40-460-330	BANK/CREDIT CARD FEES	129.00	129.00	7,500.00	7,371.00	1.7
40-460-341	ELECTRIC UTILITY	71.60	71.60	800.00	728.40	9.0
40-460-342	SEWER UTILITY	.00	123.00	575.00	452.00	21.4
40-460-343	WATER UTILITY	.00	147.00	588.00	441.00	25.0
40-460-344	TELEPHONE/INTERNET UTILITY	185.54	285.66	1,200.00	914.34	23.8
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	.00	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	12,500.00	12,500.00	45,000.00	32,500.00	27.8
40-460-870	CONTINGENCY	.00	.00	6,000.00	6,000.00	.0
	<b>TOTAL MARINA OPERATIONS</b>	<b>18,664.24</b>	<b>27,953.25</b>	<b>373,698.00</b>	<b>345,744.75</b>	<b>7.5</b>

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

Section 10, Item A.

MARINA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>MARINA CAPITAL</u>					
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	18,664.24	27,953.25	453,698.00	425,744.75	6.2
NET REVENUE OVER EXPENDITURES	( 17,116.62)	( 24,763.86)	( 85,614.00)	( 60,850.14)	( 28.9)

TOWN OF GRAND LAKE  
 BALANCE SHEET  
 FEBRUARY 28, 2023

Section 10, Item A.

PAY-AS-YOU-THROW FUND

<u>ASSETS</u>			
50-100000	CASH IN COMBINED CASH FUND	179,246.46	
50-116000	PETTY CASH	50.00	
50-117000	ACCOUNTS RECEIVABLE	.00	
50-117500	ACCOUNTS RECIVABLE - AR	2,400.00	
50-127000	ASSET - BAG INVENTORY	4,333.66	
50-143100	PREPAID EXPENSES	.00	
		<hr/>	
	TOTAL ASSETS		186,030.12
			<hr/> <hr/>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
50-200000	ACCOUNTS PAYABLE GENERAL	245.62	
50-223100	PREPAID ACCOUNTS	.00	
50-231000	DUE TO G.F. FROM PAYT	.00	
		<hr/>	
	TOTAL LIABILITIES		245.62
<u>FUND EQUITY</u>			
50-275000	UNAPPROP. RETAINED EARNINGS	195,470.15	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	( 9,685.65)	
		<hr/>	
	BALANCE - CURRENT DATE	( 9,685.65)	
		<hr/>	
	TOTAL FUND EQUITY		185,784.50
			<hr/> <hr/>
	TOTAL LIABILITIES AND EQUITY		186,030.12
			<hr/> <hr/>

TOWN OF GRAND LAKE  
 REVENUES WITH COMPARISON TO BUDGET  
 FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

Section 10, Item A.

PAY-AS-YOU-THROW FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>PAYT REVENUES</u>					
50-344-110 BAGS: DIRECT SALES (T)	142.00	296.00	4,000.00	3,704.00	7.4
50-344-115 BAGS: VENDOR PURCHASE (NT)	.00	2,400.00	75,000.00	72,600.00	3.2
50-344-140 INTEREST REVENUE	.00	.00	300.00	300.00	.0
	142.00	2,696.00	79,300.00	76,604.00	3.4
TOTAL FUND REVENUE	142.00	2,696.00	79,300.00	76,604.00	3.4

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

Section 10, Item A.

PAY-AS-YOU-THROW FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PAYT OPERATIONS</u>						
50-470-200	BAGS FOR RESALE	6,396.00	6,396.00	2,300.00	( 4,096.00)	278.1
50-470-250	COGS - BAGS	.00	.00	6,500.00	6,500.00	.0
50-470-300	DUMPSTER SERVICE	3,618.84	5,602.66	30,000.00	24,397.34	18.7
50-470-301	RECYCLING CONTRIBUTION	125.00	375.00	1,500.00	1,125.00	25.0
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	.00	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>10,139.84</b>	<b>12,381.65</b>	<b>72,066.00</b>	<b>59,684.35</b>	<b>17.2</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>10,139.84</b>	<b>12,381.65</b>	<b>92,066.00</b>	<b>79,684.35</b>	<b>13.5</b>
	<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 9,997.84)</b>	<b>( 9,685.65)</b>	<b>( 12,766.00)</b>	<b>( 3,080.35)</b>	<b>( 75.9)</b>

TOWN OF GRAND LAKE  
 BALANCE SHEET  
 FEBRUARY 28, 2023

Section 10, Item A.

CAPITAL IMPROVEMENT FUND

<u>ASSETS</u>		
90-100000	CASH IN COMBINED CASH FUND	( 66,496.93)
90-109100	COLOTRUST	731,567.04
90-117000	ACCOUNTS RECEIVABLE	60,425.02
90-117500	ACCOUNTS RECIVABLE - AR	.00
		<hr/>
	TOTAL ASSETS	725,495.13
		<hr/> <hr/>
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
90-200000	ACCOUNTS PAYABLE GENERAL	274,950.58
		<hr/>
	TOTAL LIABILITIES	274,950.58
<u>FUND EQUITY</u>		
90-270000	SURPLUS FUND	280,500.00
90-275000	RETAINED EARNINGS - PRIOR	164,575.60
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	<hr/> 5,468.95
	BALANCE - CURRENT DATE	<hr/> 5,468.95
	TOTAL FUND EQUITY	<hr/> 450,544.55
	TOTAL LIABILITIES AND EQUITY	<hr/> <hr/> 725,495.13

TOWN OF GRAND LAKE  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

Section 10, Item A.

CAPITAL IMPROVEMENT FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>CIF REVENUES</u>						
90-344-110	SALES & USE TAX 1%	.00	.00	584,250.00	584,250.00	.0
90-344-140	INTEREST REVENUES	2,653.74	5,468.95	6,000.00	531.05	91.2
90-344-160	MISC 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>	2,653.74	5,468.95	590,250.00	584,781.05	.9
<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>	2,653.74	5,468.95	590,250.00	584,781.05	.9

TOWN OF GRAND LAKE  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

Section 10, Item A.

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
<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>2,653.74</b>	<b>5,468.95</b>	<b>( 100.00)</b>	<b>( 5,568.95)</b>	<b>5469.0</b>

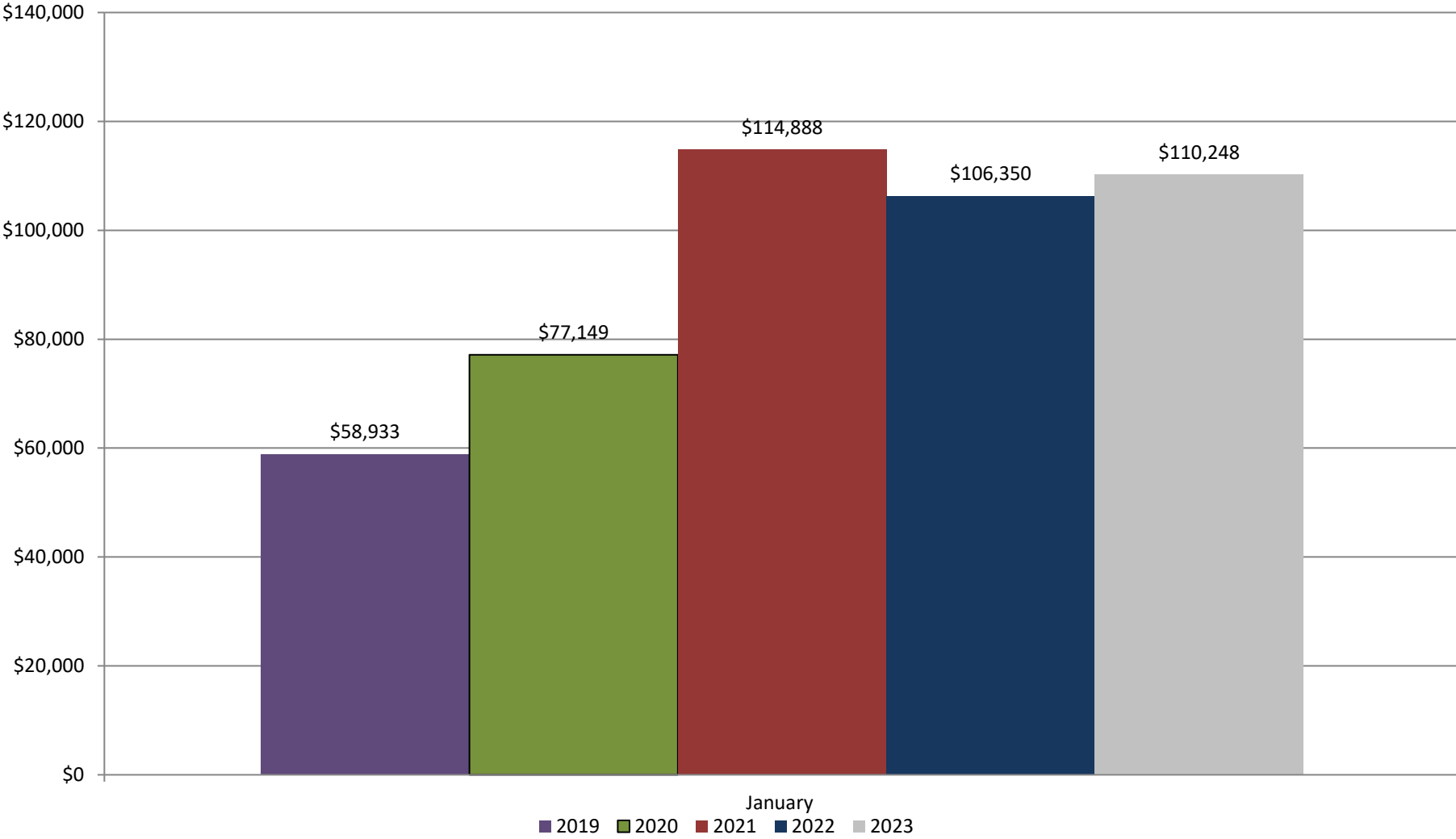
## 4% SALES TAX CASH FLOW REPORT: TOWN OF GRAND LAKE FISCAL YEAR 2023

Sales Month	2023	2022	2021	Fiscal Year 2020	2019
January	\$110,248	\$106,350	\$114,888	\$77,149	\$58,933
February		\$127,918	\$105,125	\$80,166	\$69,478
March		\$151,941	\$126,469	\$60,184	\$74,443
April		\$104,344	\$110,867	\$49,912	\$47,378
May		\$172,788	\$164,901	\$104,689	\$92,138
June		\$360,464	\$377,346	\$277,913	\$240,589
July		\$472,409	\$442,768	\$346,264	\$304,721
August		\$369,399	\$370,626	\$335,005	\$254,709
September		\$324,475	\$304,337	\$318,513	\$322,285
October		\$181,308	\$164,428	\$118,313	\$110,559
November		\$100,997	\$109,224	\$85,868	\$65,583
December		\$129,464	\$132,476	\$125,334	\$95,751

### 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>2023</b>	\$110,248	4.72%	3.66%	\$ 3,897.67	\$2,337,968
<b>2022</b>	\$106,350	4.32%	-7.43%	\$ (8,538.39)	\$2,461,018
<b>2021</b>	\$114,888	6.60%	48.92%	\$ 37,739.44	\$1,741,825
<b>2020</b>	\$77,149	4.65%	11.04%	\$ 7,670.64	\$1,659,230
<b>2019</b>	\$69,478	4.97%	17.89%	\$ 10,545.30	\$1,398,967
<b>2018</b>	\$58,933	4.64%	40.19%	\$ 16,896.33	\$1,270,354

### 4% SALES TAX CASH FLOW 2023 YTD through January



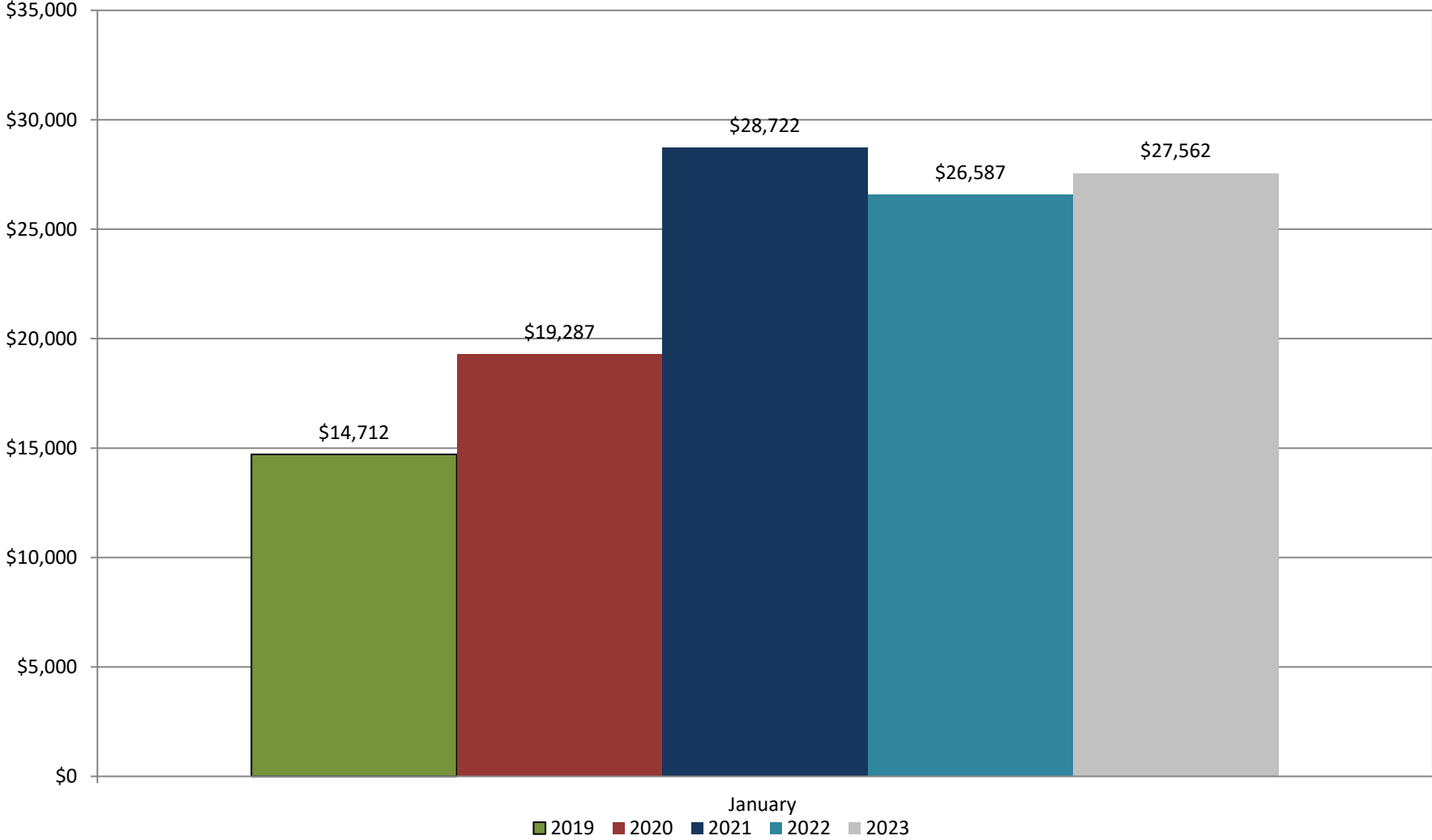
**1% SALES TAX CASH FLOW REPORT:  
TOWN OF GRAND LAKE  
FISCAL YEAR 2023**

Sales Month	2023	2022	2021	2020	FISCAL YEAR 2019
January	\$27,562	\$26,587	\$28,722	\$19,287	\$14,712
February		\$31,979	\$26,281	\$20,042	\$17,367
March		\$37,985	\$31,617	\$15,046	\$18,583
April		\$26,086	\$27,717	\$12,478	\$11,844
May		\$43,197	\$41,225	\$26,172	\$23,035
June		\$90,116	\$94,336	\$69,478	\$60,147
July		\$118,102	\$110,692	\$86,566	\$76,180
August		\$92,350	\$92,656	\$83,751	\$63,677
September		\$81,119	\$76,084	\$79,628	\$80,571
October		\$45,327	\$41,107	\$29,578	\$27,640
November		\$25,249	\$27,306	\$21,467	\$16,396
December		\$32,366	\$33,119	\$31,333	\$23,938

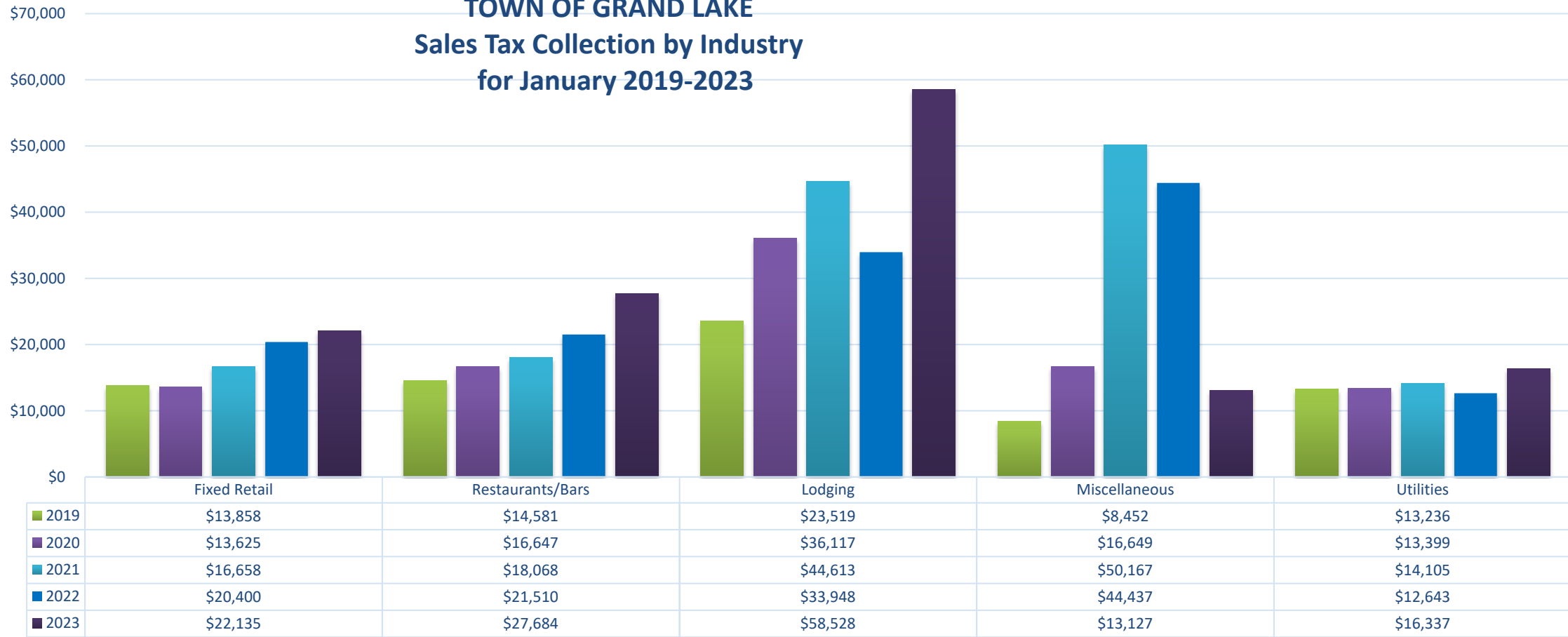
**YEAR TO DATE CASH FLOW COMPARISON**

	Year to Date Total	Percent of Budget	Percent change from previous Year to Date	Dollar change from previous Year to Date	Budgeted Amount
<b>2023</b>	\$27,562				
<b>2022</b>	\$26,587	4.32%	-7.43%	\$ (2,135)	\$615,252.00
<b>2021</b>	\$28,722	6.60%	48.92%	\$ 9,435	\$435,000.00
<b>2020</b>	\$19,287	4.33%	31.10%	\$ 4,576	\$445,635.00
<b>2019</b>	\$14,712	4.13%	-95.95%	\$ (348,549)	\$355,882.00

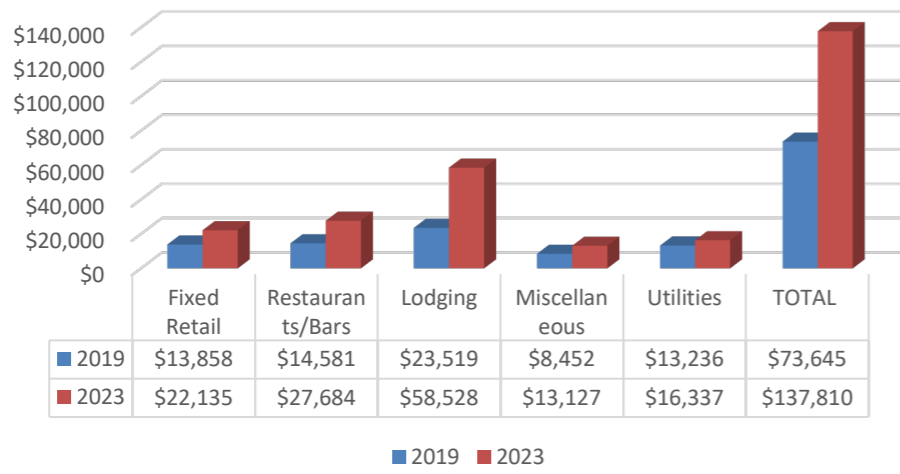
### 1% SALES TAX CASH FLOW 2023 YTD through January



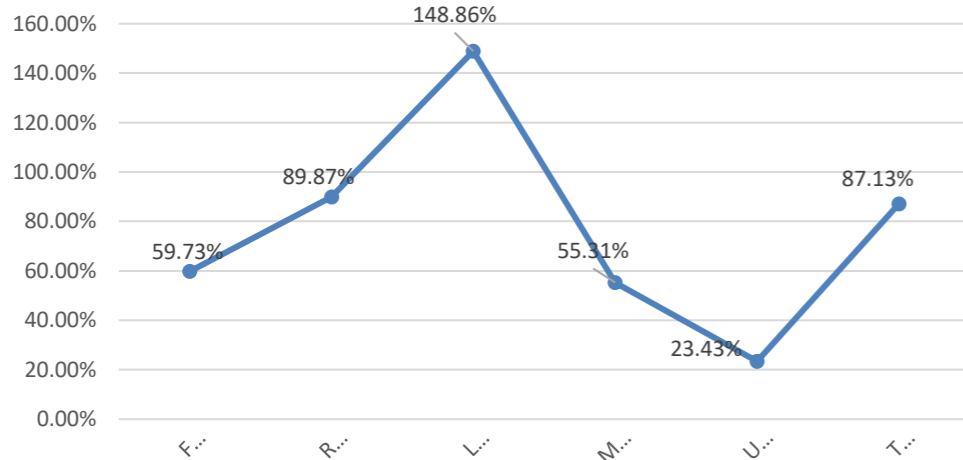
### TOWN OF GRAND LAKE Sales Tax Collection by Industry for January 2019-2023



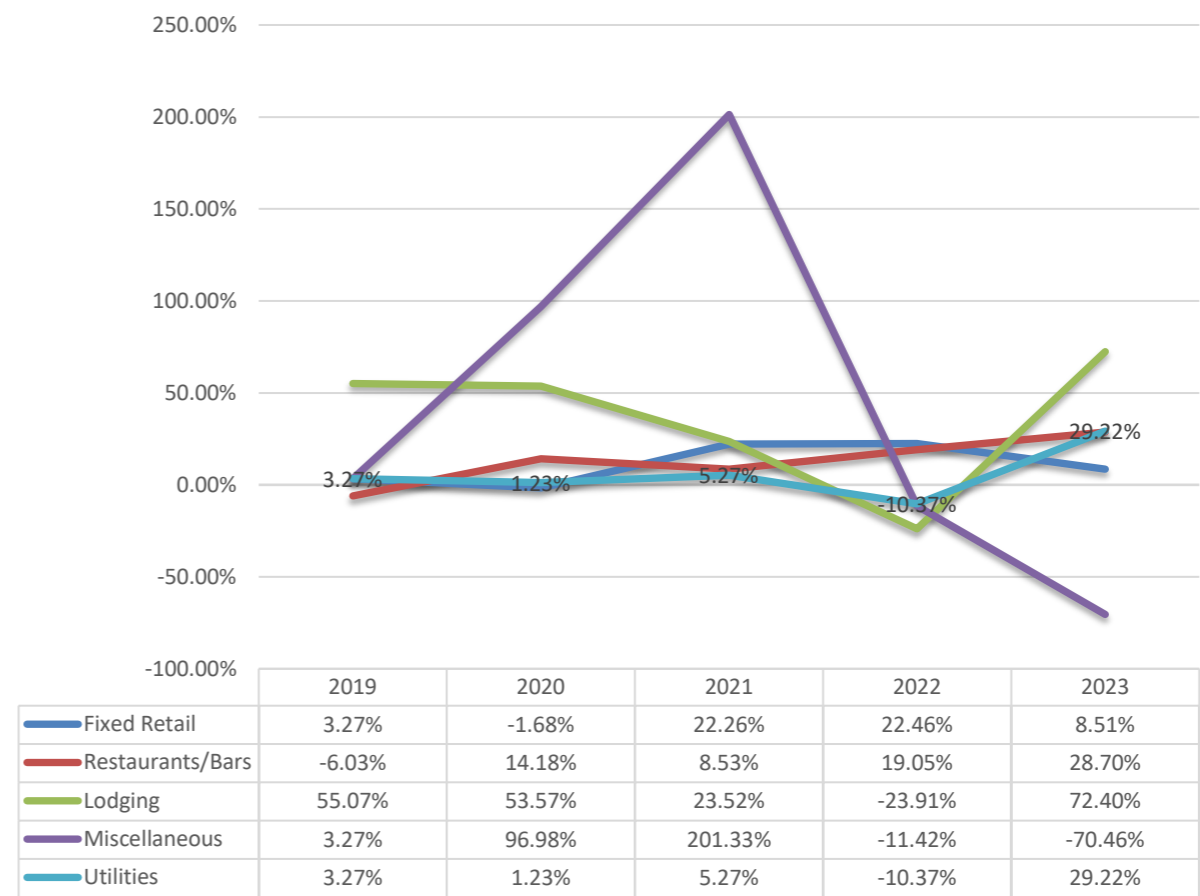
Dec sales Tax Growth by \$ from 2019 to 2023



Dec sales Tax Growth by % from 2019 to 2023



% change from previous January





Date: March 15<sup>th</sup>, 2023  
To: Mayor Kudron and the Trustees  
From Kim White, Community Development Director  
RE: **Quasi-Judicial Public Hearing:** Daven Haven Planned Development Amendment #3, Continued from 02-15-2023

**Purpose**

The Town has received a request for an Amended Final Plat and Development Plan for the Daven Haven Cottages Planned Development. The request proposes to subdivide the property to allow for an additional parcel, parcel 5, in order to construct a new residence and modify parcel lines within the Planned Development. The Barnes Family Trust is the applicant represented by Carey and Gregory Barnes. A copy of the Third Amendment Plat is attached (exhibit A) with updated Mutual Easement Agreement (Exhibit B) and HOA Declarations (Exhibit C).

Per the Code, amendments to previously approved plats and plans are to be made by the Board of Trustees with recommendation by the Planning Commission. Amendments shall be considered as a new development application and shall follow the provisions for standards and specifications set forth in the Code. (§12-9-7).



**Background**

The Daven Haven Planned Development (PD) consists of 2.44 acres. The PD includes a lodge building, accessory structures (maintenance building, numerous sheds, a gazebo), and 12 residential



cabins with area for open space, parking and snow storage. The underlying zone district for this PD is Resort.

The subject property was included as a part of the Marina Drive Minor Subdivision platted July 10, 2000 . A brief amendment history is provided in the table below.

2001	Marina Dive Minor Subdivision (REC 2002-007243)	Subdivide 4+ acres into 3 parcels		Easement for Structural Encroachment into Public ROW Ordinance 13-2001		
2002	Daven Haven Cottages Planned Development (REC 2008-007245)	Subdivide and create PD “overlay” (Resort zoning designation)	Planned Development Plan Ord 4-2002 FDP for PD	Subdivide Parcel 3 (2.4 acres) into two parcels, 18-unit townhouses (Parcel 3) Lodge (Parcel 4).	SIA for public improvements to Cairns Ave, Marina Drive internal road and parking area, water sewer and hydrants. replace pool with gazebo as GCE	
2008	Daven Haven Cottages Planned Development (REC 2008-011705)	First amendment		Removed future cabin sites		
2011	Daven Haven Cottages 2 <sup>nd</sup> Amendment (REC 2012-002995)	Second amendment	PC Resolution No. 13-2011	Define parcel boundaries for 3 and 4.	Subdivide land for Lodge (parcel 4 (.39 acres)) and reduce land for cabins / HOA (parcel 3 - 2.05 acres) removal of garages increased snow storage area.	
2012	Correction Plat Daven Haven Cottages (REC 2012-009954)	Correct previous plat errors		Correct building dimensional and site data errors	Amended and restated decs (cap of 12 units) .	Parking for lodge – 20 spaces Parking for cabins – 24 (two /cabin)
2023	3 <sup>rd</sup> Amended final Plat Daven Haven Cottages			Applicant needs to provide info. Include stated purpose for replat.	Need clarification Status of Mutual Easement Agreement	



**Notice of Hearing**

Legal Notice was published in the Middle Park Times on December 29<sup>th</sup>, 2022 for the original hearing, which was continued to this date. Additionally, 16 certified mailings were sent, return receipt requested, to property owners within 200’ of the subject parcel on December 23, 2022. As of the date of this memo 11 adjacent property owners have signed as having received the notice. No formal written comments have been received.

**Planning Hearing 2/15/2023 Overview**

Planning Commission reviewed the proposed Planned Development Amendment on February 15<sup>th</sup>, 2023 and found that it met all of the requirements of 12-2-25 (Appendix A, below), with a few minor exceptions. The Planning Commission made the following recommendation to the Board of Trustees which is reflected in the attached BOT Resolution 08-2023.

Planning Commission motion:

“Planning Commission moves to have Staff work with the attorney to draft a Resolution to recommend the Daven Haven Planned Development 3rd amendment with the following conditions:

- 1. that proof of lienholder consent is received by staff prior to the Board of Trustees Hearing.
- 2. The Applicant remove the trash encroachment from the Town Right of Way and screen it from public.
- 3. Change the southern egress of the parcel to emergency exit only
- 4. Include a note on the plat stating no future driveways will be allowed on Cairns Ave.”

In response to the recommendation by the Planning Commission, the Applicant has:

- 1) Mailed certified letters to all lienholders notifying them of the proposed changes to the PD. The lienholders have 30 days from receipt of letter to protest the amendment, or otherwise agree with the amendment.
- 2) Agreed to remove the portion of the concrete pad that is in the Cairns right of way and build a trash enclosure to screen the dumpster once the ground is thawed. See attached letter from Trash Company stating the location of the dumpster cannot be moved (Exhibit D)
- 3) Replace the signage reading “Guest Exit”, with “Emergency Exit only”
- 4) Included a note on the attached plat stating no driveways to be allowed on Cairns (Exhibit A)

**Staff Recommendation**

Staff recommends that the Board review the outstanding items and discuss any items it deems incomplete or in need of more information. If all items meet the guidelines of the municipal code for completion, staff recommends a favorable motion with the condition that proof of lienholder consent is received prior to Mayoral sign off and recording of the plat.



**Motion**

After closing the Public Hearing, the Board may make the following motion:

- The Board of Trustees moves to adopt Resolution 08-2023 Approving the Daven Haven Planned Development 3<sup>rd</sup> amendment with the following conditions:
  - 1) that proof of lienholder consent is received prior to the Mayoral signature and recording of the plat.
  - 2) The Applicant remove the portion of concrete that is encroaching on the Cairns ROW and build a privacy fence around the Trash area by \_\_\_\_\_.
  - 3) \_\_\_\_\_

OR

- Move to continue the matter- move to gather more information and continue to a date certain.

OR

- Motion to Deny the Daven Haven Planned Development 3<sup>rd</sup> amendment based on the following: \_\_\_\_\_



### Appendix A: Required Information Reviewed at Planning Commission Public Hearing 2/15/2023

- a. The Barnes Family Trust is not the sole owner of the area that is included in this application request to amend the Daven Haven subdivision and development plan. A statement of ownership is required. Provide **all** the property owners, including any **lien holders and parties having a real interest in the property**. This amendment requires owners authorization and signatures. If owners are represented by a power of attorney having signature authorization provide the supporting documents stating power to sign. (including the HOA)
- b. Provide a Current Title Commitment – *up-to-date Owner and Encumbrances has been received for all properties associated with the Planned Development.*
- c. Provide a narrative description of the character of the proposed development; goals and objectives; explanation of the rationale behind the request, explanation of conformance to the Comprehensive Plan. *-Received*
- d. A description of the existing conditions and proposed changes. Identify any improvements necessary for access, open space Clarify anticipated legal treatment of common ownership and maintenance of said open space areas. *- Received*
- e. A description of proposed covenants, grants of easements or other restrictions to be imposed upon the use of the land, including common open spaces, buildings and other structures within the development. *- Received*
- f. Quantitative data for the following: total number and type of dwelling units; parcel size; proposed lot coverage of buildings and structures; gross and net residential, commercial densities; total amount of open space (separates figures for usable or improved open space); total amount of non-residential construction (including a separate figure for commercial,) with the amount of open space associated. *- Received*
- g. Add Note documenting the proposed maximum height of all buildings. -agreed during original PD negotiations in 2001 (PC resolution 02-2001) *-Complete*
- h. Add Note referencing proof of legal, appropriated private water rights and/or source of proposed water service. *-determined in 1996-2001 hearings*
- i. Add Note referencing proof of sewer service availability and service provider. Follow technical drawing requirements per Code. *- Received*
- j. Name of the proposed development shown on a vicinity locator map at a legible scale. *- Received*
- k. Graphic depicting Site conditions [including contours at two foot (2') or less intervals, water courses, flood plains (i.e., 100 year), unique natural features, and vegetation cover]. *- contours not necessary for this project; vegetation shown in plan view image-requirement waived.*
- l. The location and floor size of all existing and proposed buildings, structures, and other improvements including maximum heights, types of dwelling units, density per type, and non-residential structures, including non-residential facilities. *-location and type of existing buildings shown. Proposed buildings on parcel 5 not designed at time of plat, however restrictions have been listed on the plat for future construction with a max height (28'),*



***minimum setback from Cairns (10') and maximum density (1 Single family structure), underlying zoning of Resort.***

- m. Clearly identify the location and size in acres or square feet of all areas to be conveyed, dedicated or reserved as common open spaces, public open spaces or parks, recreational areas, and similar public and quasi-public uses. ***General common elements shown***
  - n. Clearly identify the proposed circulation system of streets and ways including pedestrian and bicycle paths, off-street parking areas, loading areas, and major points of access to public rights-of-way (including major points of ingress and egress to the development). – ***Easement/maintenance agreement updated to be recorded at time of approval.***
  - o. Notations of proposed ownership - public or private - should be included where appropriate. ***- Received***
  - p. Add Information on land areas adjacent to the proposed Planned Development including land uses, zoning classifications, unique natural features of the landscape? – ***neighboring properties shown***
  - q. Add the existing and proposed utility systems and easements including sanitary sewers, storm sewers, and water, electric, gas and telephone lines ***-shown in 1996-2001 hearings***
  - r. A landscape plan indicating the treatment and materials used for open spaces, and a revegetation plan showing treatment of disturbed areas. ***-determined in 1996-2001 hearings***
  - s. Add any proposed treatment of the perimeter of the Planned Development, including materials and techniques used such as screens, fences and walls ***-determined in 1996-2001 hearings***
  - t. The snow removal and storage plan. ***Meets code standards.***
  - u. The applicant shall provide an address mylar (14" x 18" black line) that includes the following:  
address(es) as assigned by the Town of Grand Lake, north arrow, name of the development, identification of legal description (lot & block, parcel, unit, etc.), road names and adjoining subdivisions, for the Grand County Department of Planning and Zoning. ***-Received***
  - v. The applicant shall provide a closure sheet including (lots with dimensions and ties to monumentation, bearings and distances, ***- Received***
1. Add a general note that the Daven Haven Planned Development final plan and subdivision plat have been combined with this application. ***-Complete***
  2. Provide the updated ingress/egress provisions and maintenance of Daven Haven Lane/Cottage Drive. ***-Complete***
  3. Mutual Easement Agreement (Rec #2012003170) has been updated and is noted on the plat. The HOA covenants have been updated and are included. ***-Complete*** Both documents will need to be recorded. Applicant is responsible for all recording fees.
  4. Planning Commission Signature Block has been added. ***-Complete***
  5. HOA signature block has been added. ***-Complete***
  6. A statement of consent stating the owners and members of the HOA have agreed to allow the single signature block has been received by Staff. ***-Complete***
  7. A Purpose statement has been added to the plat. ***-Complete***



- 8. Amendment History of the property is listed on the plat. **-Complete**
- 9. Lodge Trash has a concrete pad that is located partially in the Cairns ROW. Previous encroachment license denied in 2010 (See information attached with Resolution 15-2010).  
***2/15/2023 Planning Commission recommended that the portion of the pad that is in the encroachment be removed and the remaining area be fenced with privacy fencing.***
- 10. Reference to Lodge building encroachment ordinance 13-2011 is on the plat. **-Complete**
- 11. Underlying zoning of Resort District noted on the plat. **-Complete**
- 12. Conditions of height limit of "28'" (PC resolution 02-2001), side and rear setbacks set by code, except where existing buildings are currently located, has been added. **-Complete**

Trash location is currently encroaching with a concrete pad into the Cairns Right of Way. Waste Management came onsite and made the determination that the movement of the dumpster would not be safe. The attached image is where the current dumpster is located, with a grease bin, and the letter from Waste Management.

Planning Commission recommended that the portion of the concrete pad be removed from the Cairns ROW, and a screening fence be placed on the remaining bin.

**From:** [carey@stonecreekcatering.com](mailto:carey@stonecreekcatering.com)  
**To:** [Kim White](#)  
**Subject:** FW: Daven Haven WM container placement site check  
**Date:** Wednesday, March 8, 2023 5:21:43 PM

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Here is the letter from WM.

Thanks

---

**From:** Connour, Amy <AConnour@wm.com>  
**Sent:** Monday, March 6, 2023 4:06 PM  
**To:** [carey@stonecreekcatering.com](mailto:carey@stonecreekcatering.com)  
**Cc:** Moore, David <dmoore39@wm.com>  
**Subject:** Daven Haven WM container placement site check

*Reference account 12-42823-73007*

*March 6<sup>th</sup>, 2023*

*Dear Mr. and Mrs. Barnes,*

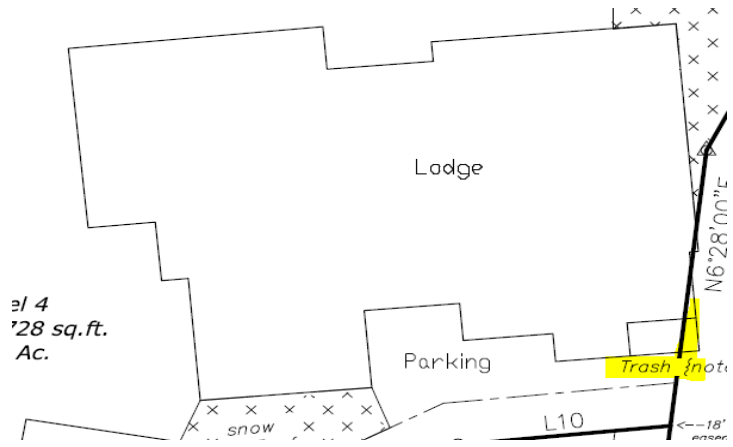
*After physical review of the desired relocation of the dumpster currently at 604 Marina Drive. It is our recommendation that the dumpster remain in same location where we are currently servicing. The desired location would be unsafe and difficult for servicing due to narrow drive, trees and electrical wires from the line poles. From this recent evaluation, in winter with the high snow berms, compounded with the narrow drive, and other obstacles it would be virtually impossible to service.*

*Inspection date February 27<sup>th</sup>, 2023/ Inspected by Dave Moore our lead driver.*

*Respectfully,*

**Amy Connour**  
**Sr. Operations Specialist**  
Four Corners Area  
[aconnour@wm.com](mailto:aconnour@wm.com)  
321 E. Byers Ave/ PO Box 70  
Hot Sulphur Springs, CO 80451





Existing Trash Encroachment 2023



Proposed Trash Location within Property Line

**TOWN OF GRAND LAKE  
RESOLUTION NO. 8 – 2023**

**A RESOLUTION APPROVING THE 3<sup>RD</sup> AMENDMENT TO THE FINAL PLAT OF DAVEN HAVEN COTTAGES AND RELATED DOCUMENTS WITH CONDITIONS**

**WHEREAS**, the Board of Trustees (the “Board”) of the Town of Grand Lake, Colorado (the “Town”), pursuant to Colorado statute, is vested with the authority of administering the affairs of the Town of Grand Lake, Colorado; and

**WHEREAS**, the Town received a land use application (the “Application”) for the Daven Haven Cabins Planned Development (the “Daven Haven PD”) requesting revisions to the existing Amended Final Plat and Development Plan for the Daven Haven PD, more particularly described in **Exhibit A**, attached hereto and incorporated herein; and

**WHEREAS**, such proposed revisions as illustrated in **Exhibit A** would, *inter alia*, subdivide the property to allow for an additional parcel, parcel 5, to construct a new residence, and modify parcel lines within the Daven Haven PD; and

**WHEREAS**, pursuant to the provisions of the Grand Lake Municipal Code (the “Code”) the Application was presented to the Grand Lake Planning Commission (the “Planning Commission”) at a properly noticed public hearing on January 18, 2023, which was opened and continued to February 1, 2023 and the continued again to February 15, 2023 where the public hearing was held; and

**WHEREAS**, the Planning Commission reviewed the Application, staff report, and public testimony and voted unanimously to approve the Application with the following conditions:

1. Proof of lienholder consent for the affected properties is received by Town Staff prior final acceptance of the Exhibit A by the Town, and
2. The Applicant remove the trash encroachment from the Town Right-of-Way and screen the same from public view, and
3. The Southern egress of the parcel be changed to an “Emergency Exit Only”, and
4. An additional note be added to **Exhibit A** prohibiting additional future driveways on Cairns Avenue.

**WHEREAS**, after review of the recommendation of the Planning Commission, as well as the historical documents, staff presentation and the application, the Board of Trustees find the Application acceptable for approval with certain conditions.

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

1. The Board of Trustees has reviewed the Application and in reliance upon the statements, representations, and assurances contained within the Application review process, hereby approve the Application subject to the

conditions contained in Section 2, below.

- 2. The Board of Trustees approval is subject to the following condition(s):
  - 1. Proof of lienholder consent for the affected properties is received by Town Staff prior to final acceptance of the Exhibit A by the Town, and
  - 2. The Applicant remove the trash encroachment from the Town Right-of-Way and screen the same from public view, and
  - 3. The Southern egress of the parcel be changed to an “Emergency Exit Only”, and
  - 4. An additional note be added to **Exhibit A** prohibiting additional future driveways on Cairns Avenue, and
  - 5. The updated and Staff Approved Mutual Easement Agreement, attached hereto and incorporate herein as **Exhibit B**, be executed and recorded with the Grand County Clerk and Recorder at the expense of the Applicant, and
  - 6. The updated First Amendment of Amended and Restated Declaration of Covenants, Conditions And Restrictions of Daven Haven Cabins, attached hereto and incorporated herein as **Exhibit C**, be executed and recorded with the Grand County Clerk and Recorder at the expense of the Applicant.
  - 7. The Applicant be current with all the Town and all Town enterprises for all fees, assessments, charges, taxes, or amount due of any type.
  - 8. The Applicant reimburse the Town for expenses as provided by Town Code section 12-6-6-(B).

DULY MOVED, SECONDED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO THIS 13<sup>TH</sup> DAY OF MARCH, 2023.

( S E A L )

Votes Approving:  
 Votes Opposed:  
 Absent:  
 Abstained:

ATTEST:

TOWN OF GRAND LAKE

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

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

Daven Haven Cabins 3rd Amended Final Plat
A resubdivision and PD amendment of parcels 3 & 4
Situated in Section 6, Township 3 North,
Range 75 West of the 6th P.M.
Town of Grand Lake, County of Grand, State of Colorado

DEDICATION
KNOW ALL MEN BY THESE PRESENTS: That Gregory A. & Carey A. Barnes Trustees of the Barnes Family Trust & Daven Haven Cabins Owners Association are owners of that real property situated in the Town of Grand Lake, Colorado, and lying within the exterior boundary of Daven Haven Cabins, more particularly described as follows:

LEGAL DESCRIPTION Parcel 3

A parcel of land located in Lot 9, Section 6, T3N, R75W of the 6th P.M., County of Grand, State of Colorado, more particularly described as follows:

Beginning at a point whence the NE Corner of said Section 6 bears N 13°44'39" E a distance of 2844.64 feet;
thence S 38°49'45" W a distance of 18.31 feet; thence S 64°50'02" W a distance of 29.96 feet;
thence N 69°50'24" W a distance of 28.73 feet; thence S 82°42'50" W a distance of 36.14 feet;
thence S 04°11'38" E a distance of 12.19 feet; thence S 89°46'35" W a distance of 211.66 feet;
thence N 0°51'03" E a distance of 213.59 to the South R-o-W line of Marina Drive;
thence N 89°58'12" E, along said South line, a distance of 281.74 feet;
thence S 0°21'48" E a distance of 20.0 feet; thence N 89°38'12" E a distance of 6.68 feet;
thence S 0°21'48" E a distance of 60.55 feet; thence S 74°19'59" W a distance of 62.28 feet;
thence S 15°40'01" E a distance of 44.70 feet; thence N 74°19'59" E a distance of 42.59 feet;
thence N 46°43'15" E a distance of 8.92 feet; thence N 74°35'44" E a distance of 21.31 feet;
thence S 0°00'00" E a distance of 63.65 feet, to the point of beginning;
Containing 59,921.62 sq.ft. / 1.37 Acres ±, County of Grand, State of Colorado.

LEGAL DESCRIPTION Parcel 4

A parcel of land located in Lot 9, Section 6, T3N, R75W of the 6th P.M., County of Grand, State of Colorado, more particularly described as follows:

Beginning at a point whence the NE Corner of said Section 6 bears N 13°44'39" E a distance of 2844.64 feet;
thence N 51°56'18" E a distance of 26.05 feet; thence N 55°18'37" E a distance of 25.26 feet;
thence N 39°05'35" E a distance of 23.02 feet; thence N 62°10'36" E a distance of 33.09 feet;
thence N 84°09'40" E a distance of 39.24 feet, to the West R-o-W line of Cairns ave.;
thence N 6°28'00" E, along said West line, a distance of 58.75 feet;
thence N 26°24'49" E, along said West line, a distance of 62.61 feet to the South R-o-W line of Marina Drive; thence S 89°38'12" W, along said south line, a distance of 185.90 feet;
thence S 0°21'48" E a distance of 20.0 feet; thence N 89°38'12" E a distance of 6.68 feet;
thence S 0°21'48" E a distance of 60.55 feet; thence S 74°19'59" W a distance of 62.28 feet;
thence S 15°40'01" E a distance of 44.70 feet; thence N 74°19'59" E a distance of 42.59 feet;
thence N 46°43'15" E a distance of 8.92 feet; thence N 74°35'44" E a distance of 21.31 feet;
thence S 0°00'00" E a distance of 63.65 feet, to the point of beginning;
Containing 23,472.17 sq.ft. / 0.54 Acres ±, County of Grand, State of Colorado.

LEGAL DESCRIPTION Parcel 5

A parcel of land located in Lot 9, Section 6, T3N, R75W of the 6th P.M., County of Grand, State of Colorado, more particularly described as follows:

Beginning at a point whence the NE Corner of said Section 6 bears N 13°44'39" E a distance of 2844.64 feet;
thence S 38°49'45" W a distance of 18.31 feet; thence S 64°50'02" W a distance of 29.96 feet;
thence N 69°50'24" W a distance of 28.73 feet; thence S 82°42'50" W a distance of 36.14 feet;
thence S 04°11'38" E a distance of 12.19 feet; thence S 89°46'35" W a distance of 211.66 feet;
thence S 0°51'03" E a distance of 213.59, to the North R-o-W line of an alley;
thence N 89°46'35" E, along said North R-o-W line, a distance of 622.00 feet to the West R-o-W line of Cairns ave.; thence N 06°28'00" E a distance of 131.25 feet to the centerline of an 18' ingress / egress;
thence S 84°09'40" W a distance of 39.24 feet; thence S 62°10'36" W a distance of 33.09 feet;
thence S 39°05'35" W a distance of 23.02 feet; thence S 55°18'37" W a distance of 25.26 feet;
thence S 51°56'18" W a distance of 26.05 feet, to the point of beginning;
Containing 23,011.18 sq.ft. / 0.53 Acres ±, County of Grand, State of Colorado.

We the Trustees of the Barnes Family Trust, Gregory A. & Carey A. Barnes, under Trust Date Instrument dated 01/29/2018, for the benefit of Carey A. Barnes and Gregory A. Barnes, AND Daven Haven Cabins Owners Association, a Colorado non-profit corporation, AND all Owners of interest for Real Estate on the above described land do hereby plat this parcel, and it will be known as Daven Haven Cabins. This Plat represents a true and accurate division of this property.

ATTEST:

Carey A. Barnes, as Trustee of the Barnes Family Trust

Gregory A. Barnes, as trustee of the Barnes Family Trust

STATE OF COLORADO )

COUNTY OF GRAND )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023 by Carey A. & Gregory A. Barnes owners, Trustee's of Barnes Family Trust.

Witness my hand and official seal.

My Commission expires \_\_\_\_\_

Notary Public

NARRATIVE:

The purpose of this Plat and Planned Development is to create a 3rd parcel ( parcel 5) from the previous plat depicting only 2 parcels. The Barnes, current majority owner, would like to separate a small parcel in the Southern portion of the previous platted ground to build a single family unit in the newly created parcel 5. Furthermore, we are changing the boundary line between parcel 3 & 4 to allocate a small tool shed to benefit the parcel 3 cabin association. See note 3 for a history of amended plats on this property.

APPROVED AFTER PUBLIC HEARING by the Grand Lake Planning Commission the \_\_\_ day of \_\_\_\_\_, 20\_\_.

Chairman

ATTEST:

Town Clerk

APPROVED By the Board of Trustees of the Town of Grand Lake the \_\_\_ day of \_\_\_\_\_, 20\_\_.

Mayor

ATTEST:

Town Clerk

Daven Haven Cabin Owners Association, A Colorado non-profit corporation,

By President (Statement of consent see note 15)

STATE OF COLORADO )

COUNTY OF GRAND )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2023

by President Daven Haven Cabin owners Association

Witness my hand and official seal.

My Commission expires \_\_\_\_\_

Notary Public

Land Surveyor's Certificate:

I, Thomas Arthur Cary, being a duly licensed professional land surveyor in the State of Colorado, does hereby certify that this plat and survey of Daven Haven Cabins 3rd Amended Final Plat was made by me and under my supervision and that said survey complies with title 38, article 51, CRS, 1973, and that the monuments required by statutes and by the Grand County subdivision regulations have been placed on the ground

Dated this 22, day of July, 2022, (year)

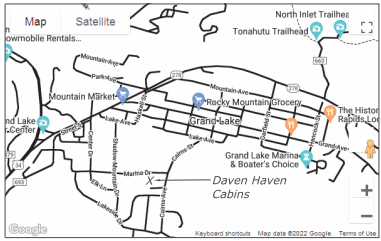
(SEAL)

Colorado registration number: 25934



PLAT NOTES:

- 1. Basis of Bearings is the South line of Parcel 5 which Bears N 89° 46' 35" E.
2. This plat does not constitute a title search by Cary Enterprise-D to determine ownership or easements of record. This Monumented Boundary Survey was prepared without the benefit of a current title policy and may be subject to other rights of way, easements and conditions not shown on this plat.
3. Survey based, in part on : Correction Plat to Daven Haven Cottages, rec.no. 2012009954, rec. 21 December 2012, by Richard L. Catlett; Daven Haven Cabins Final Plat 2nd Amendment rec.no 2012007995, rec., 20 April 2012, by Lindell L. Catlett; 1st Amendment to the Final Plat of Daven Haven Cottages, rec.no. 2008011705, rec. 17 December 2008; As Built Plat of Daven Haven Cottages, rec.no. 2005004886, rec. 13 May 2005, Lindell L. Catlett; Daven Haven Cottages Final Plat, rec.no. 2002007245, rec. 16 July 2002, Lindell L. Catlett; Grand Lake Estates first filing, rec.no. 89950, by William A. Woodford & Asso.;
4. This Amended Final Plat is to satisfy: Town of Grand Lake Minor Subdivision Application requirements AND Amended Planned Development (PD) combined into this Plat.
5. Gross land area, by survey, of Parcel 3+4+5 = 2.44 Acres, more or less.
6. "All streets, roads, and lanes, and all easements for public utilities are here by dedicated to the public use in perpetuity." As platted on Grand Lake Estates First Filing, rec.no. 89950, County of Grand.
7. Water Services provided by the Town of Grand Lake.
8. Sewer Services provided by Three Lakes Water & Sanitation.
9. See attached Resolution and maintenance agreement. Rec.no. \_\_\_\_\_, County of Grand. [ Previous easement agreement at rec.no. 2012003170 ]
10. Maximum Height of any buildings in Daven Haven Cabins PD shall be 28 feet (PC resolution 02-2001).
11. A perpetual, non exclusive easement over, across, and under the property is hereby established for the installation and maintenance of public utilities including but not limited to electricity, natural gas, water, sewer, cable television and telephone. This easement is for the benefit of all providers of such services but shall be subordinate to planned or existing improvements. [ recited from Note #1, As Built Plat Daven Haven Cottages, rec.no.2005004886 ]
12. Parcel 5 in current state with existing outbuildings is a non-conforming lot until such time as a single family structure is built. Parcel 5 will be restricted to 1 single family dwelling and maintain a 10' set back from the exterior boundary line for any future buildings. Future driveway access not permitted from Cairns Ave.
13. Reference to Lodge building encroachment ordinance 13-2011.
14. Trash shall be screened from public.
15. A statement of consent was approved by the Daven Haven Cabin Owners association to allow the President of said association to sign this plat as a legal representative of the entire owners association.
16. Notice: According to Colorado law, you MUST commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any legal action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.



Vicinity Map

Cary Enterprise-D
Thomas A. Cary
308 GCR 1933
PO Box 122
Kremmling, Colorado 80459
1.970.724.2912 / 970.509.0185

Field Work: 22 July 2022
Drawing: 4 August, 2022
Rec: 22 February 2023
MSCAD 2022 Sheet 1 of 4
PLS 25934 Scale 1" = 30'
Losehorse66@gmail.com

**Daven Haven Cabins 3rd Amended Final Plat  
A resubdivision and PD amendment of Parcels 3 & 4  
Sited in Section 6, Township 3 North,  
Range 75 West of the 6th P.M.  
Town of Grand Lake, County of Grand, State of Colorado  
sheet 2 of 4**

**LAND USE TABLE**

Property is zoned Planned Development, Resort District is the underlying zoning. Any additional use not identified on the PD is subject to review.

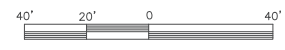
DESCRIPTION	AREA (sq. ft.)	AREA (Acres)	LAND USE	%DF	maintained by
<b>Parcel 3</b>	<b>59,921.6178</b>	<b>1.37</b>	<b>Total</b>	<b>100</b>	
Cabin 27-29	2,815.78	0.06	Residential	4.70	property owner
Cabin 30-33	4,997.15	0.09	Residential	6.84	property owner
Cabin 34-38	4,505.22	0.10	Residential	7.52	property owner
Shed, Tools	176.07	0.004	Storage	0.003	HDA
Drive / Park	14,355.20	0.33	Travel lane	23.96	see note 9
Open Space	33,972.26	0.78	Open Space	56.70	HDA
33% snow storage of 14,355.20 s.f.					
Snow Storage	4,732.22	0.11	Snow	33%	HDA
<b>total 12 units</b>					
<b>Parcel 4</b>	<b>23,472.1728</b>	<b>0.54</b>	<b>Total</b>	<b>100</b>	
Lodge	6,926.76	0.16	Residential	29.50	property owner
Build 39	790.4	0.02	LCE	3.37	property owner
Gazebo	1,092.75	0.02	GCE	4.66	property owner
Drive / Park	5,247.04	0.12	Travel lane	22.35	see note 9
Open Space	9,415.22	0.22	Open	40.11	property owner
33% snow storage of 5,458.47 s.f.					
Snow Storage	1,801.30	0.04	Snow	33%	property owner
<b>Parcel 5</b>	<b>23,011.1779</b>	<b>0.53</b>	<b>Total</b>	<b>100</b>	
Man.Bld.	999.0	0.02	Residential	4.18	property owner
Shed x 4	764.0	0.02	Residential	3.3	property owner
Drive / Park	7,538.0	0.17	Travel lane	32.76	see note 9
Open space	13,750.18	0.32	Open	59.76	property owner
33% snow storage of 7,458.47 s.f.					
Snow Storage	2,461.30	0.06	Snow	33%	property owner

**LEGEND**

- △ - Found #5 rbar 1.5" AL cap
- ▲ - Set #5 rbar Org.Plas.Cap, #25934
- - Set #4 rbar, Pnk.plas.cap #25934
- - Fnd. Spike & washer
- - Set Spike & Whisker
- ⊕ - Sanitary sewer MH
- GCE - General Common Element
- LCE - Limited Common Element

**Line Table**

Line	Bearing	Distance
L1	S4°11'38"E	12.19'
L2	S82°47'50"W	36.14'
L3	N69°58'24"W	28.73'
L4	S64°58'02"W	29.96'
L5	S38°49'45"W	18.31'
L6	N51°56'18"E	26.05'
L7	N55°18'37"E	25.02'
L8	N39°05'35"E	23.02'
L9	N62°10'36"E	33.09'
L10	N84°09'40"E	39.24'
L11	N46°43'15"E	8.92'
L12	N74°35'44"E	21.31'
L13	S 0°00'00"E	63.65'

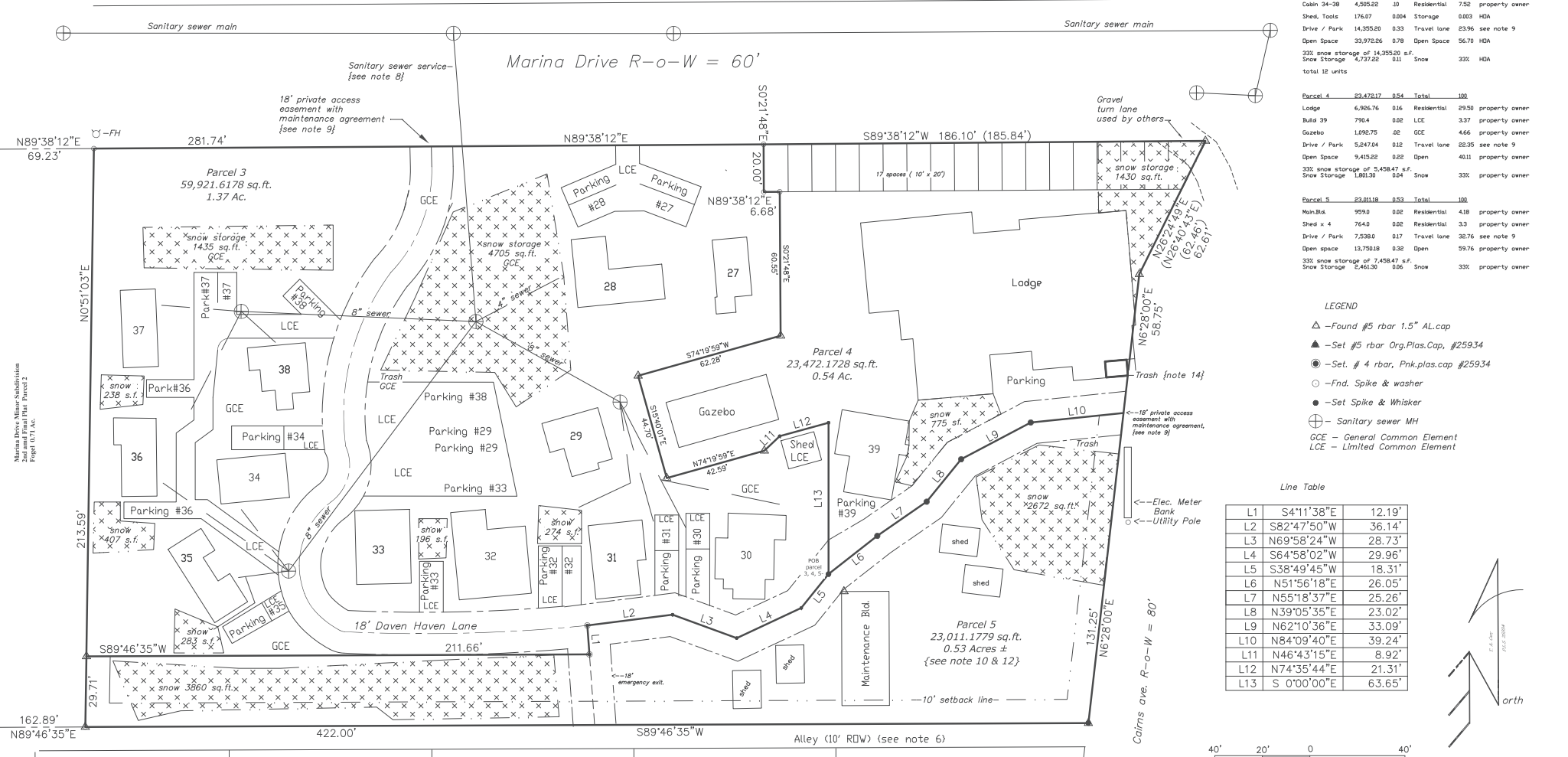


SCALE: 1" = 20'

PDF drawing, scale may be distorted.  
Scaled original drawing = 24" x 36"  
any other printed size will not match

Cery Enterprise-B  
Thomas A. Cary  
305 GCR 1933  
PO Box 122  
Kremmling, Colorado 80459  
1.970.724.2912 / 970.509.0185

Field Work: 22 July 2022  
Drafting: 4 August, 2022  
Rev: 22 February 2023  
MSCAD 2022 Sheet 2 of 4  
PLS 25934 Scale 1" = 20'  
Losehorst66@gmail.com



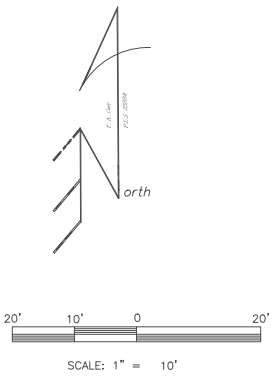
Sidenbotham Lot 20 & 21, Blk.4 Grand Lake Estates 1st Filing Lot 21  
Weydert Lot 22 & 23, Blk.4 Grand Lake Estates 1st Filing Lot 22  
Keeper Lot 24 & 25, Blk.4 Grand Lake Estates 1st Filing Lot 24  
Lot 23  
Lot 25

Marina Drive Minor Subdivision  
2nd and Final Plat Parcel 2  
Page 107 of 140



**Daven Haven Cabins 3rd Amended Final Plat**  
**A resubdivision and PD amendment of parcels 3 & 4**  
**Situated in Section 6, Township 3 North,**  
**Range 75 West of the 6th P.M.**  
**Town of Grand Lake, County of Grand, State of Colorado**  
**sheet 4 of 4**

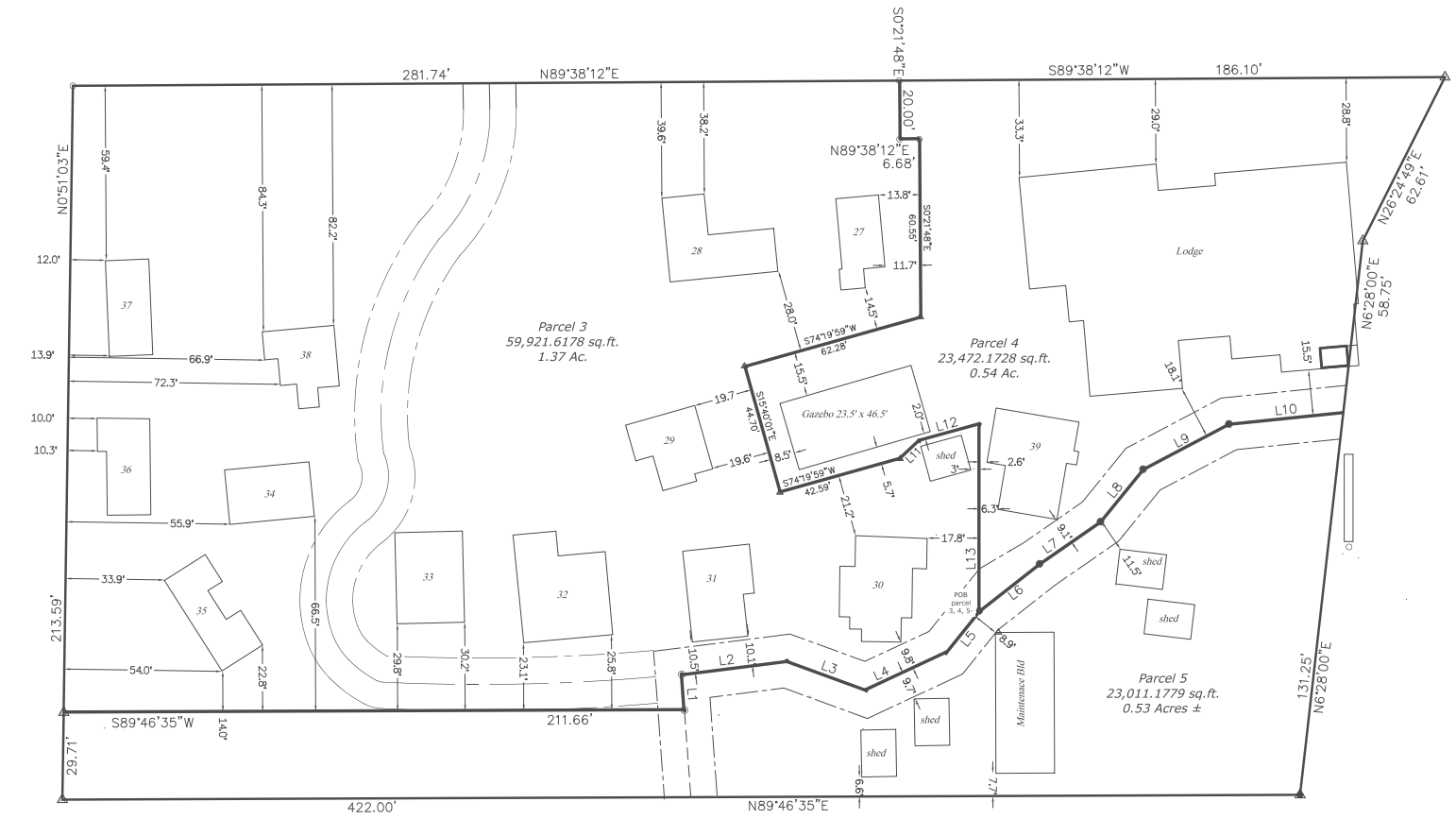
Marina Drive R-o-W = 60'



PDF drawing, scale may be distorted.  
 Scaled original drawing = 24" x 36"  
 any other printed size will not match

Line Table

L1	S4°11'38"E	12.19'
L2	S82°47'50"W	36.14'
L3	N69°58'24"W	28.73'
L4	S64°58'02"W	29.96'
L5	S38°49'45"W	18.31'
L6	N51°56'18"E	26.05'
L7	N55°18'37"E	25.26'
L8	N39°05'35"E	23.02'
L9	N62°10'36"E	33.09'
L10	N84°09'40"E	39.24'
L11	N46°43'15"E	8.92'
L12	N74°35'44"E	21.31'
L13	S 0°00'00"E	63.65'

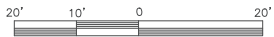
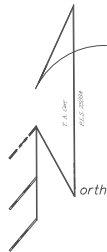


Cairns ave. R-o-W = 80'

Cery Enterprises-D  
 Thomas A. Cery  
 305 GOR 1933  
 PO Box 122  
 Kremmling, Colorado 80459  
 1,870.724.2912 / 970.508.0185

Field Work: 22 July 2022  
 Drawing: 27 January 2023  
 Rec: 22 February 2023  
 MSCAD 2022 Sheet 4 of 4  
 PLS 25934 Scale 1" = 10'  
 Loosehorse66@gmail.com

**Daven Haven Cabins 3rd Amended Final Plat Parcels 3, 4 & 5  
ADDRESS PLAT**  
A resubdivision and PD amendment of Parcels 3 & 4 situated in  
Section 6, Township 3 North, Range 75 West of the 6th P.M.  
Town of Grand Lake, County of Grand, State of Colorado  
Sheet 1 of 1



SCALE: 1" = 10'

PDF drawing, scale may be distorted.  
Scaled original drawing = 24" x 36"  
any other printed size will not match

**LEGEND**  
29 Unit Number  
604 Address Number



815 Tallaqua Drive  
Lot 29 & 21, Blk. 4  
Grand Lake Estates 1st Filing

811 Tallaqua Drive  
Lot 22 & 23, Blk. 4  
Grand Lake Estates 1st Filing

807 Tallaqua Drive  
Lot 24 & 25, Blk. 4  
Grand Lake Estates 1st Filing

**TALLAQUA DRIVE**

Cory Enterprises-D  
Thomas A. Cary  
305 GOR 1933  
PO Box 122  
Kremmling, Colorado 80459  
1,970.724.2912 / 970.508.0185

Field Work: 22 July 2022  
Drawings: 27 January 2023  
Rec: 6 February 2023  
MSCAD 2022 Sheet 4 of 4  
PLS 25934 Scale 1" = 10'  
Loosehorse56@gmail.com

**AMENDMENT TO  
MUTUAL EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO MUTUAL EASEMENT AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Gregory A. Barnes and Carey A. Barnes, P.O. Box 1528, Grand Lake, CO 80447 (hereinafter collectively referred to as the Barnes), and Daven Haven Cabins Owners Association, a Colorado non-profit corporation, P.O. Box 1528, Grand Lake, CO 80447 (hereinafter referred to as the Association).

WHEREAS, Barnes is the owner of property situate in Grand County, Colorado, described as Tract 4, Daven Haven Cabins, Town of Grand Lake, according to the Correction Plat of Daven Haven Cabins, formerly known as Daven Haven Cottages recorded December 21, 2012, at Reception No. 2012009954 of the records of the Clerk and Recorder of Grand County, Colorado, (the Barnes' Property); and

WHEREAS, the Association is the owner of property situate in Grand County, Colorado, described as all of the property, including, without limitation, Open Space, General Common Elements and Limited Common Elements, and EXCLUDING THE UNITS, described in the Correction Plat for Daven Haven Cabins, formerly known as Daven Haven Cottages recorded December 21, 2012, at Reception No. 2012009954 of the records of the Clerk and Recorder of Grand County, Colorado (the Association's Property); and

WHEREAS, the Barnes and the Association entered into that certain Mutual Easement Agreement recorded April 30, 2012, at Reception No. 2012003170 of the records of the Clerk and Recorder of Grand County, Colorado, for the use and maintenance of the driveway known as "Daven Haven Lane"; and

WHEREAS, the Barnes now intend to split the Barnes' Property into two separate parcels to be known as Parcel 4 and Parcel 5 as more fully described in the Daven Haven Cabins 3rd Amended Final Plat recorded \_\_\_\_\_ at Reception No. \_\_\_\_\_ of the real estate records of the Clerk and Recorder of Grand County, Colorado; and

WHEREAS, the parties desire to enter into this First Amendment to include the newly created Parcel 5 in the shared use, maintenance and upkeep of the driveway as hereinbelow provided for; and

NOW, THEREFORE, in consideration of the premises above set forth and for the mutual benefits to be derived by the parties, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Barnes GRANTS to the Association a perpetual, non-exclusive easement over the existing 18-foot wide driveway over Parcels 4 and 5 owned by them and identified as Daven Haven Lane and over the existing "Emergency Exit" over Parcel 5 from Daven Haven Lane to the alley south of Units 31 and 32 as shown and as more fully described on Exhibit A attached hereto and incorporated herein by reference.

2. The Association GRANTS to Barnes for use by both Parcels 4 and 5 a perpetual, non-exclusive easement over the existing 18-foot wide driveway owned by it and identified as Daven Haven Lane.

3. Daven Haven Lane and the Emergency Exit shall be maintained in a good, clear, safe and attractive manner. Any emergency repairs required to be made may be made by any party, without notice, the reasonable cost thereof to be shared pursuant to this Mutual Easement Agreement.

4. The parties hereto agree to share the cost of maintenance, repair, upkeep and plowing of the entire Daven Haven Lane, including the Emergency Exit, in the following proportion: the Association 75% of the total cost; the Barnes' Parcel 4, 15% of the total cost; and the Barnes' Parcel 5, 10% of the total cost. Each party shall be responsible for the taxes assessed, if any, against its portion of Daven Haven Lane.

5. Each party shall be responsible for any damage to Daven Haven Lane or the Emergency Exit caused by it, or its agents, employees, guests or invitees. No party shall allow any mechanic's lien or any other encumbrance to attach to Daven Haven Lane or the Emergency Exit.

6. The Association and Barnes as owner of Parcel 4 shall maintain a policy of commercial liability insurance coverage which shall include coverage for Daven Haven Lane and the Emergency Exit having limits of liability of at least \$1,000,000 and naming the other parties as additional insureds. Barnes as owner of Parcel 5 shall maintain either a commercial liability insurance policy or a homeowner's policy, as appropriate, having a limit of liability of at least \$1,000,000. Each party shall provide the others with a certificate of insurance or other proof of coverage at least once annually, and from time to time upon reasonable request.

7. This Mutual Easement Agreement shall run with the land and shall inure to the benefit of the parties hereto, their successors and assigns.

8. This Mutual Easement Agreement may be modified only by a writing, signed by all parties, and recorded in the real estate records of Grand County, Colorado.

9. In the event of any dispute arising out of this Mutual Easement Agreement, the parties shall attempt in good faith to resolve such dispute between themselves. Any unresolved disputes shall be submitted to mediation prior to litigation or arbitration. The mediator shall be agreed upon by the parties and the mediator's fees shall be split equally by the disputing parties. Arbitration must be agreed upon by all disputing parties. The prevailing party in any litigation or arbitration shall be entitled to an award of its reasonable attorney's fees and costs.

10. Time is of the essence hereof. In the event any payment required to be made hereunder is not made when due, interest shall accrue thereon at the rate of eighteen percent (18%) per annum until paid.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Easement Agreement on the dates appearing next to their signatures below.



OWNER OF PARCEL 3:

DAVEN HAVEN CABINS OWNERS' ASSOCIATION, a Colorado non-profit corporation

By \_\_\_\_\_ Gregory A. Barnes, President

STATE OF COLORADO ) )ss COUNTY OF GRAND )

Subscribed and sworn to before me in the County of Grand, State of Colorado this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Gregory A. Barnes as President of Daven Haven Cabins Owners' Association, a Colorado non-profit corporation at \_\_\_\_\_ o'clock \_\_\_\_ .m.

My Commission Expires: \_\_\_\_\_ Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

**FIRST AMENDMENT TO  
AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
DAVEN HAVEN CABINS**

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DAVEN HAVEN CABINS (this "First Amendment") is made as of \_\_\_\_\_ 2023, by the DAVEN HAVEN CABINS OWNERS ASSOCIATION a Colorado Non-Profit Corporation (the "Association").

**RECITALS**

1. The Townhouse Declaration for Daven Haven Cottages was recorded July 16, 2002, at Reception No. 2002-007246 of the records of the Clerk and Recorder of Grand County, Colorado (the "Original Declaration").
2. On July 16, 2002, the Final Plat for Daven Haven Cottages was recorded at Reception No. 2002-007245 of the records of the Clerk and Recorder of Grand County, Colorado (the "Final Plat").
3. On May 13, 2005, an As-Built Plat for Daven Haven Cottages was recorded at Reception No. 2005-004886 of the records of the Clerk and Recorder of Grand County, Colorado (the "As-Built Plat").
4. On December 17, 2008, a Townhouse Declaration for Daven Haven Cottages was recorded at Reception No. 2008011706 of the records of the Clerk and Recorder of Grand County, Colorado (the "Second Declaration").
5. On December 17, 2008, the 1<sup>st</sup> Amendment to the Final Plat of Daven Haven Cottages was recorded at Reception No. 2008011705 of the records of the Clerk and Recorder of Grand County, Colorado (the "First Amended Final Plat").
6. On April 20, 2012, the Daven Haven Cabins Final Plat 2<sup>nd</sup> Amendment to the Development formerly known as Daven Haven Cottages was recorded at Reception No. 2012002995 (the "Second Amended Final Plat").
7. On April 20, 2012, the Amended and Restated Declaration of Covenants, Conditions, and Restrictions of Daven Haven Cabins was recorded at Reception No. 2012002996 (the "Restated Declaration").
8. On December 21, 2012, the Correction Plat to Daven Haven Cottages Final Plat was recorded at Reception No. 2012009954 (the "Correction Plat").

9. Article 8.00 of the Restated Declaration provides that the Restated Declaration may be amended by a written instrument signed by sixty percent (60%) of the Owners.

10. Section 38-33.3-312(1), C.R.S. provides that portions of the common elements may be conveyed by an association if persons entitled to cast at least sixty-seven percent (67%) of the votes in the association agree to that action.

11. The Association is the owner of Parcel 3, Daven Haven Cabins, except for the Units as defined in the Restated Declaration and the Correction Plat.

12. The Parties desire to amend the Restated Declaration in accordance with the terms and conditions of this First Amendment and the Third Amended Final Plat – Daven Haven Cabins, (the “Third Amended Final Plat”), recorded on \_\_\_\_\_, 2023, at Reception No. 2023 \_\_\_\_\_ of the records of the Clerk and Recorder of Grand County, Colorado.

13. At least sixty-seven percent (67%) of the Members of the Association have approved this First Amendment and the Third Amended Final Plat.

NOW, THEREFORE, in consideration of the premises set for above, the Association declares as follows:

1. The boundary line between Parcel 3 and Parcel 4 as shown on the Correction Plat shall be modified consistent with said boundary line as shown on the Third Amended Final Plat.

2. The second sentence in paragraph 2 of the Declaration shall be amended to read as follows:

The number of Units currently existing is twelve (12) and three (3) additional Units may be built.

3. The definition of “This Declaration” or “this Declaration” in Article 2.00 of the Restated Declaration shall be deleted in its entirety and the following inserted in lieu thereof:

**This Declaration (or this Declaration)** means the Amended and Restated Declaration of Covenants, Conditions, and Restrictions, recorded April 20, 2012, at Reception No. 2012002996 of the records of the Clerk and recorder of Grand County, Colorado, as amended from time to time.

4. The definition of “Property” in Article 2.00 of the Restated Declaration shall be deleted in its entirety and the following inserted in lieu thereof:

**Property** means the Units as shown on the Correction Plat to Daven Haven Cottages Final Plat recorded December 21, 2012, at Reception No. 2012009954 of the records of the Clerk and Recorder of Grand County, Colorado, and the Common Elements as shown on the Third Amended Final Plat recorded on \_\_\_\_\_, 2023, at Reception No. 2023 \_\_\_\_\_.



SECRETARIAL CERTIFICATE

THE UNDERSIGNED, \_\_\_\_\_, being the duly elected and acting Secretary of Daven Haven Cabins Owners Association, a Colorado nonprofit corporation (the Association), does hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 2023, at a duly called meeting of the Members of the Association, the above and foregoing First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Daven Haven Cabins subdivision was approved and adopted by at least sixty-seven percent (67%) of the owners of Units entitled to vote.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Secretary

STATE OF COLORADO    )  
                                          ) ss  
COUNTY OF GRAND    )

Subscribed, sworn to, and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ as Secretary of the Daven Haven Cabins Owners Association, a Colorado nonprofit corporation at \_\_\_\_\_ o'clock \_\_\_\_ .m.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
DAVEN HAVEN CABINS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF DAVEN HAVEN CABINS (this "Declaration") is made as of April 20~~11~~12, 2012, by Gregory A. Barnes and Carey A. Barnes (collectively "Declarant").

**RECITALS**

1. The Townhouse Declaration for Daven Haven Cottages was recorded July 16, 2002, at Reception No. 2002-007246 of the records of the Clerk and Recorder of Grand County, Colorado (the "Original Declaration").
2. On July 16, 2002, the Final Plat for Daven Haven Cottages was recorded at Reception No. 2002-007245 of the records of the Clerk and Recorder of Grand County, Colorado (the "Final Plat").
3. On May 13, 2005, an As-Built Plat for Daven Haven Cottages was recorded at Reception No. 2005-004886 of the records of the Clerk and Recorder of Grand County, Colorado (the "As-Built Plat").
4. On December 17, 2008, a Townhouse Declaration for Daven Haven Cottages was recorded at Reception No. 2008011706 of the records of the Clerk and Recorder of Grand County, Colorado (the "Second Declaration").
5. On December 17, 2008, the 1<sup>st</sup> Amendment to the Final Plat of Daven Haven Cottages was recorded at Reception No. 2008011705 of the records of the Clerk and Recorder of Grand County, Colorado (the "First Amended Final Plat").
6. The Parties desire to amend and restate in their entirety all of the previously recorded documents described in Paragraphs 1 through 5 above, for the purpose of correcting and clarifying the mistakes made and the ambiguities created in these prior documents.

NOW, THEREFORE, the Declarant hereby declares that DAVEN HAVEN CABINS, formerly known as Daven Haven Cottages, shall be a Townhome Community held, transferred, sold and conveyed subject to the terms of this Declaration.

1. The documents identified in paragraphs 1 through 5 above (collectively "the Amended Documents") are hereby amended and restated in their entirety by this Amended and Restated Declaration of Covenants, Conditions and Restrictions and by the Daven Haven Cabins Final Plat 2nd Amendment to the Development formerly known as Daven Haven Cottages as described in Grand County Reception No. 2002-007245, recorded April 20, 2012 at Reception No. 2012-002996 of the records of the Clerk and Recorder of Grand County, Colorado, (the "Second Amended Final Plat"). In the event of any conflict between the terms of this Declaration and the Second Amended Final Plat on one hand and the Amended Documents on

the other hand, the terms hereof and the Second Amended Final Plat shall govern unless otherwise specifically provided herein.

2. No property other than that defined as the "Property" in Article 2.00 below shall be deemed subject to this Declaration, except as otherwise provided for herein. The number of Units currently existing is twelve (12) and no additional Units will be built. The boundaries of each Unit, including the Unit's identifying number are set forth in the Daven Haven Cabins Final Plat 2nd Amendment to the Development formerly known as Daven Haven Cottages as described in Grand County Reception No. 2002-007245, recorded April 20, 2012 at Reception No. 2012-002996 of the records of the Clerk and Recorder of Grand County, Colorado.

3. All covenants, conditions, restrictions, reservations, easements, Assessments, charges, liens and other provisions of this Declaration are covenants running with the land, or equitable servitudes, as the case may be. The obligations, burdens and benefits created by this Declaration shall bind and inure to the benefit of the Association and all of the Owners, all other parties having any right, title or interest in the Units or the Common Elements (as that term is defined below) or any portion thereof and their respective successors, assigns, heirs, devisees, executors, administrators and personal representatives.

**ARTICLE 1.00  
GOALS, PURPOSES AND PHILOSOPHY**

1.01 It is the intent of the Parties to establish DAVEN HAVEN CABINS as a quality residential townhome community, which is controlled by this Declaration. This Declaration sets forth both general and specific requirements consistent with such intent. The Association is authorized to adopt additional rules, regulations and requirements which may be necessary or desirable regarding the Units as well as the Common Elements. Any reference herein to this Declaration shall include any and all rules, regulations and requirements so adopted.

1.02 It is the purpose of this Declaration that the harmony of design shall always be protected insofar as is practical in connection with the uses and structures permitted by this instrument.

1.03 The Property (as defined below) is subjected to this Declaration to insure reasonable and appropriate improvement; to protect the Owners against such improper use of the Property as may depreciate the value of their property; to preserve the aesthetic appearance and the physical condition of the Property and, thereby, the marketability and quality of the Units; to obtain harmonious color schemes; to prevent haphazard and inharmonious improvements; to preserve the financial health of the Association; and in general to provide adequately for quality improvements and thereby to enhance the value of the investment made by the Owners.

**ARTICLE 2.00  
DEFINITION OF TERMS**

In addition to the definitions hereinabove contained, the following definitions shall apply to this Declaration.

**Act** means Sections 38-33.3-101, *et seq.*, C.R.S., the Colorado Common Interest Ownership Act, as amended. Undefined terms shall have the definitions set forth in the Act.

**Assessments** means assessments or charges to Unit(s) and/or Owners for Common Expenses, Special Expenses, Individual Expenses, and Working Capital Funds as specified in This Declaration.

**Association** means DAVEN HAVEN CABINS OWNERS ASSOCIATION a Colorado Non-Profit Corporation.

**Board** means the Board of Directors or executive board of the Association.

**Board Resolution** means a documented action, policy, decision, or procedure that is affirmed by a majority vote of the Board, and includes, without limitation, additions, deletions, modifications, clarifications, or amendments to the Bylaws, the Rules and Regulations, and prior resolutions of the Board. All Board Resolutions adopted by the Board prior to the effective date of This Declaration are hereby ratified.

**Bylaws** means the bylaws of the Association as amended from time to time.

**Common Element or Common Area** means any real estate, improvement or fixture within the Property owned, leased, licensed, or used by the Association, other than a Unit.

A. **General Common Element or General Common Area** means any real estate, improvement or fixture within the Property owned, leased, licensed, or used by the Association, other than a Unit and a Limited Common Element. Without limiting the generality of the preceding sentence, the General Common Elements include, without limitation:

1. any parcels of real property and improvements and fixtures located thereon (A) that are owned by a Person other than the Association, but in which the Association has rights of use or possession pursuant to the Second Amended Final Plat, this Declaration or a lease, license, easement or other agreement, and (B) that are used or possessed by the Association for the benefit of all the Owners;
2. if any chute, flue, pipe, duct, vent, wire, conduit, bearing wall, bearing column, or other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the General Common Elements; and
3. any physical portion of the Property that is designated on the Second Amended Final Plat or Amended As-Built Plat as "General Common Element" or "G.C.E."

**B. Limited Common Element** means a Common Element for the exclusive use of one or more, but fewer than all, of the Owners. Without limiting the generality of the foregoing, Limited Common Elements include, without limitation:

1. two assigned parking area(s) for each Unit as indicated on the Second Amended Final Plat;
2. walkways, steps, doorsteps, stoops, porches, decks, cantilevered decks, columns, piers, balconies and patios located outside the boundaries of a particular Unit;
3. if a chute, flue, pipe, duct, vent, wire, conduit, bearing wall, bearing column, or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only one Unit is a Limited Common Element, allocated solely to the Unit it serves;
4. the areas directly adjacent to each Unit, below the porches, decks, cantilevered decks, balconies, patios, having the same dimensions as the perimeter of the porches, decks, cantilevered decks, balconies, patios above it; and
5. any physical portion of the Property that is designated on the Second Amended Final Plat as "Limited Common Element" or "L.C.E."

**Common Expenses** means expenditures made or liabilities incurred by or on behalf of the Association, together with any allocation to reserves, but specifically excluding those expenditures made or liabilities incurred that are Individual Expenses or Special Expenses.

**Common Interest Community or Townhome Community** means the Property described in this Declaration.

**Cost of Enforcement** means all fees, costs, expenses, bookkeeping, accounting fees, legal fees, receiver's fees, and interest incurred by the Association in connection with (i) the collection of Assessments, fines, interest, late charges, penalties or the Costs of Enforcement; (ii) enforcement of the terms and obligations of This Declaration, the Bylaws, any Board Resolution, the Rules and Regulations or any local, State or Federal law.

**C.R.S.** means the Colorado Revised Statutes, as amended.

**Declarant** means Gregory A. Barnes and Carey A. Barnes, or any person or entity to which the Declarant's rights have been transferred.

**Design Review Guidelines or Guidelines** means the design guidelines for the Property which may be adopted by the Board and which may be amended as set forth herein. These Guidelines shall be followed by all builders, developers, Owners and their Guests. The Board shall follow them in its review of plans submitted to it. Violation of the Design Review Guidelines shall constitute a violation of this Declaration.

**First Mortgagee** means the beneficiary of a first deed of trust or the holder of a first mortgage.

**Guest** means (i) an Owner's family members, cohabitants or guests; (ii) any renter, lessee, or occupant of a Unit, including without limitation, their family members, cohabitants or guests; (iii) any other person who occupies, either temporarily or permanently, the Unit; (iv) an employee, contractor, customer, client, agent, or representative of any of the above; or (v) any invitee of any one of the above.

**Individual Expenses** means expenses incurred by the Association that the Board determines should be charged to one or more, but not all, of the Units as well as individual fines or fees charged to specific Units and/or Owners, as permitted or required by This Declaration, the Bylaws, the Rules and Regulations, a Board Resolution, or law.

**Member** means a member of the Association, which consists of every Person who is an Owner of a Unit.

**Owner** means the owner of record of the fee simple title to any Unit, whether by one or more Persons. If two or more Persons own a Unit jointly, the Persons are jointly and severally liable for an Owner's obligations hereunder, and they are collectively referred to as the Owner of such Unit.

**Person** means a natural person, corporation, partnership, association, trustee, trust, limited liability company, joint venture, or any other entity recognized as being capable of owning real property under Colorado law.

**Property** means the Units and all of the Common Elements created in the re-subdivision of Parcel 3, Marina Drive Minor Subdivision, Town of Grand Lake, Grand County, State of Colorado, into Daven Haven Cabins.

**Rules and Regulations** means the various rules, regulations and requirements adopted by the Owners or the Board from time to time which govern or control various aspects of living in, construction on, and use of the Property. The Rules and Regulations shall include the construction Rules and Regulations referred to in Article 5 hereof as well as Rules and Regulations adopted by the Board which control other matters such as, but not limited to, animals on the Property and parking. A violation of the Rules and Regulations shall constitute a violation of this Declaration.

**Second (or 2<sup>nd</sup>) Amended Final Plat** means that certain Daven Haven Cabins Final Plat 2<sup>nd</sup> Amendment to the Development formerly known as Daven Haven Cottages as described in Grand County Reception No. 2002-007245, recorded April 20, 2012 at Reception No. 2012-002996 of the records of the Clerk and Recorder of Grand County, Colorado.

**Special Expenses** means expenses or liabilities incurred by the Association deemed by the Board to be properly funded by sources other than the Common Expense Assessment or Individual Expense Assessment to defray, in whole or in part, any unexpected or unbudgeted expense to

include, but not be limited to, the cost of any construction, reconstruction, improvement, repair or replacement of a capital improvement upon the Common Elements or for funding any operating deficit incurred or reasonably expected to be incurred by the Association.

**This Declaration (or this Declaration)** means this Amended and Restated Declaration of Covenants, Conditions and Restrictions.

**Unit** means a physical portion of the Common Interest Community which is designated for separate ownership or occupancy and the boundaries of which are in or determined from the Second Amended Final Plat. A Unit includes the real estate under the Cabin and, in some cases, some real estate within the Unit footprint as shown on the Second Amended Final Plat, and all interior and exterior portions of the improvement thereon, including decks. Upon the recording of this Declaration, to convey, encumber or otherwise affect legal title to a Unit an instrument must describe the Unit as follows:

Unit \_\_\_\_\_, (27 through 38, as the case may be),  
According to the Daven Haven Cabins Final Plat 2nd Amendment to the Development formerly known as Daven Haven Cottages as described in Grand County Reception No. 2002-007245, recorded April 20, 2012 at Reception No. 2012-002-996 of the records of the Clerk and Recorder of Grand County, Colorado,

Each such description shall be construed to include (i) a non-exclusive easement for appropriate ingress and egress throughout the General Common Elements and appropriate use of the Limited Common Elements appurtenant to such Unit; and (ii) all other easements, licenses, obligations, limitations, rights, encumbrances, covenants, conditions and restrictions created by This Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations, and any Board Resolutions.

**Working Capital Fund** means a non-refundable contribution made by the Owner of each Unit to the Association at the time of the closing of the purchase of the Unit. Such contribution shall be added to the existing reserves of the Association, for (i) unforeseen expenditures; (ii) the purchase of capital equipment; or (iii) to repair, replace or improve the Common Elements or the exterior portions of the Units for which the Association is responsible.

**ARTICLE 3.00  
GENERAL RESTRICTIONS ON ALL LANDS**

**3.01 Purposes**

The Property shall be used for and only for residential use in accordance with the Zoning Regulations of the Town of Grand Lake, County of Grand, State of Colorado, as the same may be amended from time to time. Should such zoning regulations allow for home-based occupations, the Owner and his Guests shall not in the course of such occupation (i) post signs

on the Property; (ii) increase parking requirements on the Property; or (iii) create any disturbance or annoyance to any other Owners, Guests or occupants of adjacent properties.

**3.02 Materials and Appearance**

No building or improvement shall be undertaken by anyone, including the Association, which is to be of a design or constructed of materials which are not harmonious with the existing buildings in quality, color and style, all in the discretion of the Board. All construction and improvements on any Unit must comply with all Design Review Guidelines and applicable Federal, State and local rules, regulations, laws, and ordinances.

**3.03 Nuisances**

No obnoxious or offensive activities shall be carried on within the Property, nor shall anything be done or permitted which shall constitute a public nuisance or reasonably be expected to cause embarrassment, disturbance or annoyance to other Owners or Guests. No unreasonable noise, light, glare, or any other nuisance shall be permitted to exist or operate upon the Property so as to be offensive or detrimental to any other part of the Property or to other Owners or Guests. The Board, after notice and hearing, shall determine, in its reasonable discretion, if such noise, light, glare or other nuisance is unreasonable.

**3.04 Owners' Maintenance Responsibility**

Each Owner shall, in a timely manner and at its sole cost and expense, maintain, repair, reconstruct and replace as necessary his Unit and the following Limited Common Elements:

- a. external light fixtures, bulbs, electrical outlets, telephone and cable boxes and the like that are for the sole benefit of a single Unit and that are not tied directly into an electrical meter or similar metering device that is controlled by and/or billed directly to the Association.

Each Owner shall be responsible for any damage or injury to any person or property directly resulting from his failure to perform or negligence in performing any maintenance. Notwithstanding anything herein contained to the contrary, each Owner shall be responsible for any damage caused by him or his Guests to any Unit or Common Elements.

Each Owner shall also assist in keeping the Common Elements neat, clean and free of litter and trash. Owners and their Guests shall store all rubbish and trash in covered receptacles inside the Units until either properly disposed of in an Association-provided trash receptacle or otherwise removed from the Property.

Any party who digs in or otherwise disrupts or damages any General Common Area shall be responsible for repairs necessary to return the General Common Area to its condition

immediately prior to such damage, including but not limited to 95% soil compaction and revegetating.

If an Owner does not comply with his responsibilities under this Section 3.04 in a manner satisfactory to the Board, the Board, after notice and hearing, shall have the right, but not the obligation, to perform such maintenance, repair, reconstruction, replacement, and/or rubbish/trash removal and charge the Owner the cost thereof, which charge shall be considered an Individual Expense Assessment and subject to a lien against the Unit.

**3.05 Association's Maintenance Responsibility**

The Association shall, at its sole cost and expense, be responsible for the maintenance, repair, reconstruction and replacement of the Common Elements, including the unassigned parking spaces, and the assigned parking spaces and the driveway between Units 37 and 38 and Units 34 and 36 which is a Limited Common Element. The Association's responsibility to maintain, repair, and plow Daven Haven Lane (as shown on the Second Amended Final Plat) shall be shared with the owner of Tract 4, Daven Haven Cabins, pursuant to a Mutual Easement Agreement to be entered into.

All costs incurred by the Association to comply with its responsibilities under this Section 3.05 shall be allocated equally to all Units as part of a Common Expense or Special Expense Assessment.

In the event of any ambiguity or lack of certainty as to what is considered an Owner or Association responsibility, the Board, in its sole and good faith judgment, shall make the determination as to which party bears responsibility for the repair and/or maintenance item in question.

**3.06 Animals**

No animals of any kind other than dogs, cats, or other common household pets, not exceeding two such animals at any one time, shall be raised, bred or kept on any part of the Property. No animals may be raised, bred or kept for any commercial purposes. The Association shall have the right to prohibit the maintenance of any animal which constitutes, in the reasonable opinion of the Board, a nuisance or danger to any person, wildlife or property, including barking dogs. Animals within the Property must be kept within the Owner's Unit, under the Owner's control, or on a leash being held by a person capable of controlling the animal. Each Owner shall have the duty and responsibility to clean up after an animal belonging to, or under the care of, the Owner or his Guest. Owners shall be responsible for any damage to or additional maintenance of the Common Elements or the exterior of any of the Units caused by an animal belonging to, or under the care of, an Owner or his Guest, and may be subject to a fine for violation of this provision.

**3.07 Parking and Vehicles**

Each Unit has two assigned parking spaces which are Limited Common Elements as reflected on the Second Amended Final Plat. All other parking spaces are unassigned and are considered General Common Elements. No campers or motor homes of any style are allowed on the Property. Vehicles are to be parked only in the spaces assigned to each specific cabin and may not be occupied overnight. A maximum length of eighteen feet applies to snowmobile, ATV, and boat trailers. Such trailers are only allowed on the Property when an Owner or Guest owning such trailer is staying on the Property overnight and may only be parked in the designated parking space. No long-term storage (over seven days) of recreational water craft, ATVs, snowmobiles or any type of trailer is allowed. No motorized vehicle or trailer whatsoever, except operable, insured and currently licensed vehicles or trailers may be kept or placed upon any portion of the Property. Nothing herein shall be deemed to prohibit commercial or construction vehicles, in the ordinary course of business, from making deliveries or otherwise providing service to the Property.

**3.08 Lease or Rental of a Unit**

Notwithstanding anything to the contrary contained elsewhere in this Declaration, an Owner shall have the right to lease or rent his Unit upon such terms and conditions as he may deem appropriate, subject to the following:

a. Any lease or rental agreement is subject to the terms of This Declaration, the Bylaws, Articles of Incorporation, the Rules and Regulations, and Board Resolutions as well as all Federal, State and local statute or ordinance; and

b. The failure of the lessee or renter (including their family, guests, contractors, employees, agents, representatives or invitees) to comply with the terms of This Declaration, the Bylaws, the Articles of Incorporation, Board Resolutions, or the Rules and Regulations shall constitute a default by the Owner and such default shall be enforceable by the Board against the Owner, the lessee or renter, or both; jointly and severally.

c. Until December 31, 2012, Daven Haven Rental Management Company shall be the Management Company responsible for leasing the Units out. Owners purchasing Units prior to December 31, 2012, shall be required to enter into a Property Management Agreement with Daven Haven Rental Management Company for the period of time to December 31, 2012. Thereafter, Owners shall be entitled to manage their Units themselves or enter into management contracts with other property management persons or companies.

**ARTICLE 4.00  
ASSOCIATION**

**4.01 Organization and Powers**

The Association is organized as a non-profit Colorado corporation under the Colorado Revised Non-Profit Corporation Act. It is charged with the duties and vested with the powers provided by law and set forth in the Act, This Declaration, its Articles of Incorporation and its Bylaws. In particular, but without limitation, the Association shall be responsible for the enforcement of

This Declaration, the Articles of Incorporation, Bylaws, Board Regulations, and Rules and Regulations, and for maintenance and upkeep as herein provided for. The Association shall manage, operate, care for, and maintain all of the Common Elements and the assigned parking areas which are Limited Common Elements as herein provided for and keep them in a safe, clean and attractive condition for the use and enjoyment of the Owners. The Association shall have all power necessary or convenient to effectuate such purposes.

**4.02 Membership and Voting Rights**

Each Owner of a Unit shall be a Member of the Association and all memberships shall be appurtenant to Units. The right to vote may not be severed or separated from the ownership of a Unit. Memberships in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of title to a Unit, and then only to the purchaser or foreclosing lien holder of such Unit. Upon transfer of fee title to any Unit, the new Owner shall provide the Board with a copy of the deed or other document of conveyance and of any trust deed or mortgage and the Board shall then record the transfer in the books of the Association.

Each Owner who is in full compliance with this Declaration, Bylaws, Board Resolutions, and Rules and Regulations shall be entitled to one (1) vote for each Unit owned. For matters requiring Member vote, only one (1) vote may be cast for each Unit, for a maximum possible number of twelve (12) votes for the Townhome Community. If a Unit is owned by more than one Person, any one of the Persons who are collectively deemed the Owner of that Unit may exercise the vote on behalf of their Unit, unless an objection or protest by another Person who owns an interest in such Unit is made prior to the completion of the vote, in which case the vote for such Unit shall be exercised as the Persons owning such Unit shall determine, in a timely manner, amongst themselves. Should the Persons who collectively own a Unit be unable, within a reasonable time, to agree how they will vote any issue, they shall be passed over and their right to vote on such issue shall be lost.

**4.03 Board of Directors, Officers, and Indemnification**

The Board shall consist of three (3) Members, with no more than one Board Member from any one Unit. The number of Members on the Board may be changed by a majority vote at a meeting of the Members at which there is a quorum, from time to time. The Officers of the Association need not be Members of the Board of Directors.

Each Director, Officer, and committee member of the Association shall be indemnified by the Association against all expenses and liabilities including attorney's fees reasonably incurred by him in any proceeding to which he may be a party or in which he may become involved, by reason of him being or having been a Director, Officer or committee member, to the full extent of Colorado law. Such indemnification shall not apply to claims arising from illegal actions, gross negligence or willful and wanton acts of misconduct of such Director, Officer or committee member. The indemnified Director, Officer, or committee member shall have the duty to promptly notify the Board of a potential, threatened, or actual claim; shall cooperate in the

defense of the claim; shall take reasonable efforts to mitigate any damages; and shall take no action which would in any way jeopardize any insurance coverage for the claim.

**4.04 Meetings of Members of the Association**

Annual Meetings of Owners, as Members of the Association, shall be held once each calendar year. Special Meetings of the Owners may be called by the President of the Association, by a majority of the Board or by the Owners having 33 1/3%, or any lower percentage specified in the Bylaws, of the then eligible votes in the Association. Those Members eligible to vote and appearing in the records of the Association at 9:00 a.m. (MT) on the day preceding the date of any meeting of the Members required or permitted to be held shall be entitled to attend any such meeting, either in person or by proxy, and to vote.

**4.05 Declarant Control Period**

A. Declarant reserves for itself, its successors and assigns the right to appoint the Board. The period of time during which the Declarant has the right to appoint the Board is referred to as the "Declarant Control Period". This right shall terminate no later than either sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be transferred to Unit Owners other than a Declarant, two (2) years after the last conveyance of a Unit by the Declarant in the ordinary course of business, or two (2) years after any right to add new Units by annexation was last exercised, whichever occurs first.

B. Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created to Unit Owners other than a Declarant, at least one (1) Member and not less than twenty-five percent (25%) of the Members of the Board must be elected by Unit Owners other than the Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created to Unit Owners other than a Declarant, not less than thirty-three and one-third percent (33 1/3%) of the Members of the Board must be elected by Unit Owners other than the Declarant.

**4.06 Assessments and Lien Rights**

A. Common Expense Assessment

Until the Association makes a Common Expense Assessment, the Declarant shall pay all Common Expenses. No Common Expense Assessment shall be made by the Association until 75% of units have been sold. Once the Association makes a Common Expense Assessment, such assessment shall be paid by all those who own units at the time of such assessment. The Association has the authority and duty to assess and collect Assessments to pay all Common Expenses plus a reasonable reserve. "Common Expense Assessments" shall be made no less frequently than annually and shall be based on a budget adopted no less frequently than annually by the Association. Unless otherwise specified by Board Resolution, Common Expense Assessments shall be due and payable in monthly installments due on the first day of each month. All Common Expense Assessments shall be assessed against all the Units equally.

**B. Special Expense Assessment**

The Association has the authority and duty to assess and collect "Special Expense Assessments" to pay all Special Expenses deemed reasonable or necessary by the Board. Special Expense Assessments in excess of \$1,000 per Unit in any calendar year must be approved by at least sixty percent (60%) of the Owners who are then eligible to vote. All Special Expense Assessments shall be assessed against the Units equally.

**C. Individual Expense Assessment**

"Individual Expense Assessments" shall be assessed against the Unit for which the expense was incurred or against the Unit of the Owner responsible for the Individual Expense. Individual Expenses include any (i) expense or liability caused by the intentional misconduct or negligence of any Owner or Owner's Guest; (ii) expenses incurred by the Association due to an Owner's failure to comply with their obligations hereunder (such as, but not limited to, maintenance expenses); and (iii) any fines, penalties, Costs of Enforcement, and interest pursuant to This Declaration, the Bylaws, Board Resolutions, Rules or Regulations or applicable laws.

**D. Working Capital Fund Assessment**

Each time a Unit is sold, a "Working Capital Fund Assessment" shall be collected from the purchaser and transferred to the Association at the time of closing of the purchase of the Unit. The amount of the Working Capital Fund Assessment shall be established by Board Resolution from time to time, but shall in no event exceed three months of then current monthly Common Expense Assessment for each Unit. Any Working Capital Fund Assessment not collected at closing, shall be immediately due and payable by Owner.

**E. Owner Liability, No Offsets and Past Due Assessments**

Each Owner is liable for all Assessments made against such Owner's Unit during the period of ownership of such Unit. The Declarant shall not be required to pay Assessments on nine Units prior to the time they are sold to parties other than the Declarant. The Declarant, may retain ownership or may transfer ownership of up to four Units to family members, and shall be required to pay Assessments on any Units retained, upon the passing of a Common Expense Assessment by the Association. No Owner may be exempt from liability for payment of the Assessments by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit against which the Assessments are made. All Assessments and Costs of Enforcement shall be payable in the amounts specified and no offsets or reductions thereof shall be permitted for any reason including, without limitation, any claim that the Association or the Board is not properly exercising its powers or fulfilling its duties under This Declaration, the Bylaws, Rules and Regulations or Board Resolutions. Any past due Assessment or installment thereof may incur late charges and shall bear interest at the rate established by the Association not to exceed the maximum rate allowed by law and shall become a lien against the Unit and may be foreclosed upon in the same manner as an Assessment lien.

F. Lien for Assessments

1. The Association has a statutory lien on a Unit for any Assessment levied against that Unit or fines, penalties, and other charges imposed against its Owner. Costs of Enforcement are also enforceable as Assessments. The amount of the lien shall include all those items set forth in this Section 4.06 and allowed by law from the time such items become due. If an Assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installment obligations.

2. Priority

a. A lien under this section is prior to all other liens and encumbrances on a Unit except:

(1) Liens and encumbrances recorded before the recordation of this Declaration.

(2) A security interest on the Unit which has priority over all other security interests on the Unit and which was recorded before the date on which the Assessment sought to be enforced became delinquent; and

(3) Liens for real estate taxes and other governmental assessments or charges against the Unit.

b. A lien under this section is also prior to the security interests described in Subparagraph (2) of Paragraph a. of this Subsection 2 to the extent of an amount equal to the Common Expense Assessments based on a periodic budget adopted by the Association which would have become due, in the absence of any acceleration, during the six (6) months immediately preceding institution by either the Association or any party holding a lien senior to any part of the Association's lien created under this section, of an action or a non-judicial foreclosure either to enforce or to extinguish the lien.

3. Recording of This Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for Assessments is required.

4. The lien and foreclosure thereof herein provided for is not an exclusive remedy, and this section does not prohibit actions or suits to recover sums for which Subsection 1 of this section creates a lien. This section does not prohibit the Association from taking a deed in lieu of foreclosure or otherwise settling a claim.

5. The Association shall be entitled to all costs and reasonable attorney's fees incurred by the Association in a judgment or decree in any action or suit brought by the Association under this section.

6. In any action by the Association to collect Assessments or to foreclose a lien for unpaid Assessments, the Court may appoint a receiver to collect all sums alleged to be due from the Owner prior to or during the pending of the action. The Court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's Assessments.

7. The Association's lien may be foreclosed in like manner as a mortgage on real estate or as otherwise provided by law.

8. The Association's lien on a Unit for Assessments and/or Costs of Enforcement shall be prior and superior to any homestead exemption now or hereafter provided by any State or Federal law. The acceptance of a deed to a Unit shall constitute a waiver of the homestead exemption and any other exemptions as against such lien.

**4.07 Acceleration**

In addition to all of the remedies available to the Association pursuant to This Declaration and by law, upon a default in the payment of Assessments or Costs of Enforcement, the Association may accelerate and declare immediately due and payable all unpaid installments of the Assessment otherwise due within the twelve (12) month period immediately following the default.

**4.08 Budgetary Requirements**

A. The Association shall adopt a budget annually which shall form the basis of the Common Expense Assessments. The budget shall also include an amount to be determined by the Owners in excess of the total budgetary requirements as a reasonable reserve. Surplus funds may be retained by the Association and added to the reserve fund.

B. Within ninety (90) days after adoption of any proposed budget by the Board, the Board shall mail, by ordinary first class mail, electronic mail, or otherwise, deliver a copy of the budget to all Owners and shall set a date for a meeting of the Owners to consider the budget. Such meeting shall occur within a reasonable time after mailing or other delivery of the budget, or as allowed for in the Bylaws. The Board shall give notice to the Owners of the meeting as allowed for in the Bylaws. The budget proposed by the Board does not require approval from the Owners and it will be deemed approved by the Owners in the absence of a veto at the noticed meeting by a majority of all Owners, whether or not a quorum is present. In the event that the proposed budget is vetoed, the Budget last proposed by the Board and not vetoed by the Owners must be continued until a subsequent budget proposed by the Board is not vetoed by a majority of the Owners.

**4.09 Insurance**

A. The Association shall continually maintain commercial general liability insurance against claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements and the operation of the Association pursuant to this Declaration in an amount deemed sufficient in the judgment of the Board but not less than any amount specified in the Association documents, insuring the Board, the Officers, the Association, and their respective employees, agents, and all persons acting as their agents. The Owners shall be included as additional insureds but only for claims and liabilities arising in connection with the ownership, existence, use, or management of the Common Elements and the operation of the Association pursuant to this Declaration. Such insurance shall also cover claims of one or more insured parties against other insured parties. Insurance policies carried pursuant to this Subsection A must comply with the Act.

B. The Association shall continuously maintain property (broad form covered causes of loss) coverage on the Common Elements providing for maximum guaranteed replacement coverage sufficient to rebuild the Common Elements in a manner and quality substantially similar to the existing Common Elements.

C. If the insurance described in Subsections A and B of this section or any portion thereof is not reasonably available, or if any policy of such insurance is canceled or not renewed without a replacement policy having been obtained, the Association promptly shall cause notice of that fact to be hand delivered or sent prepaid by United States mail to all Owners. The Association may carry any other insurance it considers appropriate, including insurance on Units it is not obligated to insure, to protect the Association or the Owners.

1. Insurance policies carried pursuant to Subsections A and B of this Section must provide that:

(a) Each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Elements or membership in the Association;

(b) The insured waives its rights to subrogation under the policy against any Owner or member of his household;

(c) No act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and

(d) If, at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

D. Premiums for insurance that the Association acquires and other expenses connected with acquiring such insurance are Common Expenses.

E. An insurer that has issued an insurance policy described in Subsections A and B of this section shall issue certificates or memoranda of insurance to the Association and to any Owner or holder of a security interest, upon request. Unless otherwise provided by statute, the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, and to each Owner and holder of a security interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

F. Each Owner shall continuously maintain property (broad form covered causes of loss) insurance providing for maximum guaranteed replacement coverage on the Unit. Each Owner is responsible for making sure that said insurance coverage is sufficient to rebuild the Owner's Unit in a manner and quality substantially similar to the then existing Unit. Additionally, each Owner shall continuously maintain general liability insurance in an amount determined reasonable by the Board, but in no event less than \$500,000. The Association shall be an additional insured under the liability policy. Owners shall provide the Association with proof of such coverages upon purchasing a Unit and at least annually thereafter. The Association may also reasonably require Owners to provide proof of such coverage satisfactory to the Board, from time to time. Said policies shall require that the Association be notified in writing at least thirty (30) days prior to termination or non-renewal. Failure to maintain such insurance coverage shall be a material breach of this provision entitling the Association to immediately arrange for and pay the premium for such insurance coverage, which amount shall be a lien against the Unit as an Individual Expense Assessment, and which may be foreclosed upon as an Assessment lien. The Association shall also be entitled to damages and injunctive relief.

Owners acknowledge that the Association's property insurance does not provide coverage for each Owner's individual Unit or for the contents of the Units and it is the Owner's responsibility to provide adequate property insurance coverage for such. In no event shall the Association or the Board be responsible if a Unit or its contents are underinsured or uninsured. Any expense incurred by the Association to repair or rebuild an underinsured or uninsured Unit shall be an Individual Expense.

G. Repair and Replacement

1. Any portion of the Common Interest Community for which Association insurance is required under this section which is damaged or destroyed must be repaired or replaced promptly by the Association unless:

(a) the Common Interest Community is terminated, in which case §38-33.3-218 C.R.S. applies;

(b) repair or replacement would be illegal under any Federal, State, or local statute or ordinance governing health or safety;

(c) sixty-seven percent (67%) of the Owners, including every Owner of a Unit that will not be rebuilt, vote not to rebuild;

(d) prior to the conveyance of any Unit to a person other than the Declarant, the holder of a deed of trust or mortgage on the damaged portion of the Common Interest Community rightfully demands all or a substantial part of the insurance proceeds; or

(e) no insurance proceeds are available.

2. The cost of repair or replacement of property insured by the Association in excess of insurance proceeds and deductibles is a Common Expense, unless such excess cost of repair or replacement has been classified as an Individual Expense hereunder. If the entire Common Interest Community is not repaired or replaced, the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Common Interest Community, and, except to the extent that other persons will be distributees, the insurance proceeds attributable to Units and Limited Common Elements if any that are not rebuilt must be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lien holders, as their interests may appear, and the remainder of the proceeds must be distributed to all the Owners or lien holders, as their interests may appear, in proportion to the Common Expense liabilities of all the Units.

H. The Association may carry officers and directors liability insurance, fidelity insurance or any other types of insurance coverage which the Board deems necessary and prudent.

**ARTICLE 5.00  
BOARD REVIEW AND APPROVAL**

**5.01 General Rule**

No repairs or improvements of any kind may be erected, placed, altered or maintained on the Property or to the exterior of the Units or to the Common Elements, nor may any trees or other vegetation on the Common Elements be altered, cut, or destroyed nor any landscaping performed by anyone other than the Board or a party authorized by the Board. No structural or material improvements or modifications to the Units shall be initiated by an Owner until written plans are submitted to the Board for review and a majority of the Board approves the plans, in writing. In the event the Board fails to approve or disapprove any submittal within thirty (30) days of receipt of a complete submittal, the submittal shall be deemed to have been disapproved. If construction is commenced without Board approval, the Owner shall, after notice and hearing, be subject to a fine of at least \$1,000.00, which fine shall become a lien against the Owner's Unit and may be foreclosed upon in the same manner as an Assessment lien. In addition, the Association or any other Owner shall be entitled to injunctive relief.

#### **5.02 Freedom from Liability**

Neither the Board nor any Member thereof shall be liable, in damages or otherwise, to any person or entity submitting any plans for approval, or to any Owner by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove, with regard to such plans.

#### **5.03 Review**

Board approval or disapproval of submitted plans shall be based solely on the considerations set forth in this Declaration, the Bylaws, Board Resolutions, the Rules and Regulations, if any, and the Board's reasonable discretion and shall not be arbitrary or capricious. The Board shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes. In fulfilling its duties, the Board may request the submission of such plans, specifications, drawings and the like which it deems necessary to review any request. The thirty (30) day period set forth in Section 5.01 hereof shall not start to run until all requested items have been supplied. The Board may impose, in connection with any particular review, a reasonable fee to cover its anticipated expenses for conducting such review, including the anticipated cost of obtaining professional guidance from a licensed architect, engineer or other appropriate licensed professional. In the event such a fee is imposed, the review need not be completed until payment in full has been received.

#### **5.04 Rules and Regulations**

The Association may promulgate Rules and Regulations setting forth additional responsibilities of the Board or Owners and addressing other matters, as authorized by this Declaration. Rules and Regulations regarding the responsibilities of the Board must be promulgated or amended by the Owners. Other Rules and Regulations may be promulgated or amended by the Board, subject to revocation or revision by the Owners. Rules and Regulations regarding construction methods, including but not limited to excavation, drainage, utility lines, loading areas, waste storage, trash removal, materials storage, and transformers and meters, may be included. Such Rules and Regulations shall be printed and upon request and the payment of a reasonable charge, shall be made available to anyone requesting same. Any such Rule or Regulation or amendments thereto shall be effective immediately upon its adoption by the Owners or the Board as the case may be, and the Board shall immediately make such Rule, Regulation or amendment thereto part of the printed Rules and Regulations. Notwithstanding the provisions of this Section 5.04, no such Rule, Regulation or amendment thereto shall apply to plans which had already been completely submitted to the Board.

#### **5.05 Variances**

The Board may authorize variances from compliance with the terms of this Article 5.00 or with Board Rules and Regulations when circumstances, such as topography, natural obstructions, hardship, aesthetic or environmental considerations, indicate that it would be reasonable to do so;

provided, however, that such variances may not have a significant detrimental affect to the value of nearby property. Such variances must be in writing, shall state with particularity the grounds for and the nature of same, must be signed by at least a majority of the members of the Board. If such variances are granted, no violation of the terms of this Article 5.00 or the Rules and Regulations shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive any of the terms and provisions of this Article 5.00 or of the Board's Rules and Regulations except as to the particular property and particular provisions covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting use of the premises.

**ARTICLE 6.00**  
**VIOLATIONS, ENFORCEMENT AND DISPUTE RESOLUTION**

**6.01 Violations**

Violation of any portion of this Declaration, the Bylaws, Rules and Regulations, Board Resolutions or requirements adopted thereunder, shall give to the Association and its agents or assigns, the right, but not the obligation, to enter upon the Property as to which such violation exists, and to summarily abate and remove, at the expense of the Owner thereof, any structure, thing or condition that may be or exist thereon contrary to the intent and meaning of the provisions hereof of the Bylaws, the Rules and Regulations or Board Resolutions; and the Association, or its agents or assigns shall not thereby be deemed guilty or liable for trespass or in any manner for such entry, abatement or removal.

**6.02 Enforcement**

A. The Association or any Owner shall have the right to prosecute any action to enforce the provisions of the Declaration by injunctive relief, and/or to recover damages. In the event of any such litigation, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees as part of any judgment.

B. The Association may adopt a schedule of fines for violation of any portion of the Declaration, Bylaws, Board Resolutions, the Rules and Regulations or requirements adopted thereunder; provided that the alleged violating party shall have a right to notice and a hearing before the Board before imposition of any fine. These fines may be levied as an Individual Expense Assessment, and shall be a lien against the Owner's Unit to be collected and enforced in the same manner as other Assessments made under the authority of the Association.

C. This Declaration shall bind and inure to the benefit of and be enforceable by any Owner, or their respective successors and assigns; and failure by the Board, or by any other Owner to enforce any portion of the Declaration shall in no event be deemed a waiver of the right to do so thereafter.

D. The Association, through the Board, or any Owner may enforce the provisions of this Declaration by whatever means may be available in law, in equity, and in accordance with this Declaration.

E. If any Owner fails to timely pay Assessments or any money or sums due to the Association, the Association, through the Board, may additionally require reimbursement for Costs of Enforcement incurred as a result of such failure without the necessity of commencing a legal proceeding, plus charge interest at a rate to be established by the Board, not to exceed the maximum allowed by law.

F. For any failure to comply with the provisions of the Act or any provision of this Declaration, Bylaws, Articles, Rules and Regulations, or Board Resolutions, other than the payment of Assessments or any money or sums due to the Association, the Association, through the Board, any Owner or any class of Owners adversely affected by the failure to comply may seek injunctive relief and seek reimbursement for Costs of Enforcement, without the necessity of commencing a legal action. Notwithstanding this provision, if the Court determines that the Owner prevailed because the Owner did not commit the alleged violation; the Court shall award the Owner reasonable attorney's fees and costs incurred in asserting or defending the claim.

### 6.03 Dispute Resolution

A. In order to encourage the amicable resolution of disputes involving the Property and to avoid the emotional and financial costs of litigation, mediation is made mandatory for the Association, Owners, and all persons subject to this Declaration ("Contestants"). All disputes or claims between or among those subject to this Declaration shall be mediated by a mediator mutually agreeable to the Contestants. The mediation agreement, if one is reached, may be presented to the Court as a stipulation and made an Order of Court. If either party subsequently violates the stipulation, the other party may apply immediately to the Court for relief.

B. The following claims shall be **EXEMPT** from the mediation requirements of this section:

1. any suit by the Association to enforce any Assessment.
2. any suit by the Association to obtain a temporary restraining order or equivalent emergency equitable relief and such other ancillary or related relief as the Court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the Design Review Guidelines, Board Resolutions or the Rules and Regulations.
3. any claim or dispute among Owners if such claim is not based upon this Declaration, the Articles, Bylaws, Rules and Regulations or Board Resolution, of the Association, or does not relate in any way to ownership of a Unit.
4. any suit by the Association in which similar or identical claims are asserted against more than one Contestant.

5. any suit, which does not include a claim for damages, by a Contestant for declaratory or injunctive relief which seeks a determination as to applicability, clarification or interpretation of any provision of this Declaration.

**ARTICLE 7.00  
EASEMENTS**

**7.01 Emergency, Inspection and Enforcement**

A special easement is hereby granted to all police, sheriff, fire protection, ambulance and all other similar emergency agencies or persons for use of Common Areas, and improvements thereof, in the performance of their duties. The Association shall have the right, but not the obligation, to enter upon any Unit for emergency, security and safety reasons, to inspect for the purpose of ensuring compliance with This Declaration, the Bylaws, Board Resolutions, and the Rules and Regulations, and for the purpose of enforcement thereof. These rights may be exercised by the Association, through any Member of the Board, any officer, agent, employee or manager, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry by the Association shall only be during reasonable hours and after notice to the Owner.

**7.02 Utilities**

Non-exclusive easements over, across and under the Common Areas and over, across and under any and all Units shown on the Second Amended Final Plat, for the installation and maintenance of all utilities, including, but not limited to, electric, telephone, cable television, water, gas, irrigation, sewer and drainage facilities were previously reserved for the Association and the Owners and shall remain in full force and effect. The Association may make additional, non-exclusive grants of such easement rights to other entities in the future by recordable instrument. In the event an Owner does not properly remove and clean-up any residual debris after construction or installation of any utility, the Board is hereby authorized to cause the clean-up to be done at the Owner's expense and, if not timely paid, the Board may collect such unpaid sums as an Individual Expense.

**ARTICLE 8.00  
AMENDMENT**

This Declaration may be amended only by a written instrument signed by sixty percent (60%) of the Owners. No amendment may in any way diminish the security of a lender who holds a security interest encumbering any Unit without such secured lender's written consent.

**ARTICLE 9.00  
DECLARANT'S RIGHTS**

**9.01 Development Rights and Other Special Declarant Rights**

In addition to any rights hereinabove contained, the Declarant reserves the following Development Rights and Special Declarant Rights for a period of twenty (20) years. If any development right is exercised in any portion of the Property subject to that development right, that development right does not have to be exercised in all or in any other portion of the Property.

- A. The right to complete or make improvements indicated on the plat or maps;
- B. The right to maintain sales models in a Unit. Any such model may be located in any Unit.
- C. The right to maintain signs on the Property to advertise the Units so long as such signs conform to the then applicable sign code;
- D. The right to create and use, and to permit others to use, easements through the Property as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration;
- E. The right to appoint or remove any officer of the Association or any Director during the Declarant Control Period consistent with the Act;
- F. The right to transfer any one or all of the rights reserved herein subject to the requirements of the Act.

**9.02.** In addition to the foregoing reserved rights, the Declarant reserves the right to exercise all Development Rights and Special Declarant Rights provided for by the Act.

**ARTICLE 10.00  
GENERAL PROVISIONS**

**10.01 Severability**

Should any portion of this Declaration be declared invalid or unenforceable by any Court of competent jurisdiction, such invalid or unenforceable provision shall be reformed by the Court but only to the extent necessary to render it valid and enforceable and such decision(s) shall not affect the validity of the remainder of this Declaration.

**10.02 Duration**

This Declaration shall run with and bind the Property and shall inure to the benefit of and shall be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns.

10.03 Conflicts

In the event of any conflict between the terms and conditions of this Declaration and previously recorded declarations, the terms and conditions hereof shall govern. In the event of any conflict between the Second Amended Final Plat and previously recorded maps or plats, the Second Amended Final Plat shall govern. This Declaration is intended to comply with the requirements of the Act and the Colorado Revised Nonprofit Corporation Act. If there is any conflict between this Declaration and the provisions of the Act, the provisions of the Act shall control. In the event of any conflict between this Declaration and the Bylaws, the terms of this Declaration shall control.

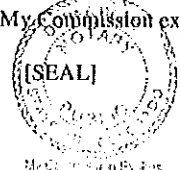
Gregory A. Barnes Date  
Carey A. Barnes Date

STATE OF COLORADO )  
) ss  
COUNTY OF GRAND )

Acknowledged before me this 7<sup>th</sup> day of April, 2012, by Gregory A. Barnes.

WITNESS my hand and official seal.

My Commission expires: 9-13-12



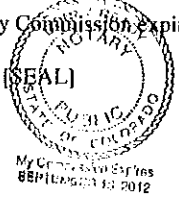
Dana Ready  
Notary Public

STATE OF COLORADO )  
) ss  
COUNTY OF GRAND )

Acknowledged before me this 7<sup>th</sup> day of April, 2012, by Carey A. Barnes.

WITNESS my hand and official seal.

My Commission expires: 9-13-12



Dana Ready  
Notary Public

I, the owner of the Lot shown next to my name at Daven Haven, authorize Carey A. Barnes to sign on my behalf whatever document(s) the Town of Grand Lake needs for the purpose of agreeing to all adjustments noted on the 3RD AMENDED FINAL PLAT DAVEN HAVEN COTTAGES, PARCELS 3, 4 & 5, according to the Plat thereof filed \_\_\_\_\_ as Reception No. \_\_\_\_\_, and the Amendment to Mutual Easement Agreement. This authorization is from myself individually and as a member of the Daven Haven Cabins Owners Association, a Colorado non-profit corporation. We, the members of that Association, agree to allow the single signature block on that plat for the Association.

I also authorize a representative of the Town of Grand Lake to fill in the recording information when that plat is recorded at Grand County.

*Bruce Appel*  
Bruce Appel

*Joelle Appel*  
Joelle Appel

Owners of Lot 28

*Christopher Whitney Mandel*  
Christopher Whitney Mandel

Owner of Lot 29

*Cecil Jones*  
604 Marina Dr., #30, LLC  
by Cecil Jones

*Claudia Dreiling*  
604 Marina Dr., #30, LLC  
by Claudia Dreiling

Owners of Lot 30

*Daniel A. Debacco*  
Daniel A. Debacco

*Katrina M. Debacco*  
Katrina M. Debacco

Owners of Lot 31

*John H. Schreuder*  
John H. Schreuder

*Rebecca A. Schreuder*  
Rebecca A. Schreuder

Owners of Lot 34

*Cecil Jones*  
604 Marina Dr., #36  
by Cecil Jones

*Claudia Dreiling*  
604 Marina Dr., #36  
by Claudia Dreiling

Owners of Lot 36

*Christine L. Stanley*  
Christine L. Stanley

Owner of Lot 38

*Greg A. Barnes*  
Barnes Family Trust dated 01-29-2018  
by Gregory A. Barnes

*Carey A. Barnes*  
Barnes Family Trust dated 01-29-2018  
by Carey A. Barnes

Owners of Lots 27, 32, 33, 35, 37



# Certificate of Completion

## Document Information

Document Number: 8a0e2645-dc68-479f-b8a2-615c08533eea  
 Document Name: Unsigned HOA form  
 Date Created: 1/28/2023 11:48:07 AM (MST)  
 Date Modified: 2/7/2023 9:09:00 PM (MST)  
 Document Owner: Donna Ready  
 Signatures: 14

## Signatures/Initials

**Bruce Appel**  
 Signed: 2/7/2023 8:09:05 PM (MST)  
 IP Address: 98.55.109.60

CTM eSignature by:  
*Bruce Appel*  
 eece1773-473d-4668-a53f-40bfb4ea1e76

**Joelle Appel**  
 Signed: 2/7/2023 9:08:59 PM (MST)  
 IP Address: 98.55.109.60

CTM eSignature by:  
*Joelle Appel*  
 7079859d-2967-40a9-b540-b4f736b0bac0

**Christopher Whitney Mandel**  
 Signed: 1/29/2023 11:12:56 AM (MST)  
 IP Address: 172.58.242.120

CTM eSignature by:  
*Christopher Whitney Mandel*  
 81ab911c-92eb-4178-9e65-842e5c3860a3

**Cecil Jones**  
 Signed: 1/30/2023 1:05:46 PM (MST)  
 IP Address: 76.154.112.147

CTM eSignature by:  
*Cecil Jones*  
 94d44c6a-b297-4bc7-9698-4f2853e1ea73

**Claudia Dreiling**  
 Signed: 1/30/2023 1:08:10 PM (MST)  
 IP Address: 76.154.112.147

CTM eSignature by:  
*Claudia Dreiling*  
 013d0b4b-07d8-4ec5-80f8-9c3b7e9372ff

**Daniel A. Debacco**  
 Signed: 2/7/2023 11:23:17 AM (MST)  
 IP Address: 71.205.228.240

CTM eSignature by:  
*Daniel A. Debacco*  
 0076caa7-76e5-43cc-b600-18b2fba48ac0

**Katrina M. Debacco**  
 Signed: 2/7/2023 11:22:41 AM (MST)  
 IP Address: 71.205.228.240

CTM eSignature by:  
*Katrina M. Debacco*  
 4f3474ba-1a2a-4b74-bc8e-c7f0844d55d5

Cecil Jones

Signed: 1/30/2023 1:06:59 PM (MST)  
IP Address: 76.154.112.147

Section 11, Item A.

CTM eSignature by:  
*Cecil Jones*  
283d37bf-697d-45a7-ac55-210965ba8c07

**Claudia Dreiling**  
Signed: 1/30/2023 1:10:07 PM (MST)  
IP Address: 76.154.112.147

CTM eSignature by:  
*Claudia Dreiling*  
20b873c1-5996-45ba-a86e-2965b21f0485c

**Christine L. Stanley**  
Signed: 2/7/2023 10:57:57 AM (MST)  
IP Address: 75.71.153.161

CTM eSignature by:  
*Christine L. Stanley*  
a9725002-d3ce-4015-a8d2-ba7f7ee0c9af

**Greg A. Barnes**  
Signed: 2/7/2023 8:06:01 AM (MST)  
IP Address: 174.26.16.35

CTM eSignature by:  
*Greg A. Barnes*  
1b419a76-d55d-476e-9c01-aaffd186bbcc0

**John H. Schreuder**  
Signed: 2/4/2023 2:30:51 PM (MST)  
IP Address: 97.118.125.117

CTM eSignature by:  
*John H. Schreuder*  
4d51147f-cc7f-4257-ab07-63b2cd1ac0c7

**Carey A. Barnes**  
Signed: 2/7/2023 8:06:37 AM (MST)  
IP Address: 174.26.16.35

CTM eSignature by:  
*Carey A. Barnes*  
33688e4e-eba5-4d7d-9473-b195dfeaa75a

**Rebecca A. Schreuder**  
Signed: 2/4/2023 2:33:53 PM (MST)  
IP Address: 97.118.125.117

CTM eSignature by:  
*Rebecca A. Schreuder*  
8739749b-bb43-4e74-9319-ed5816476c45

Digitally signed by CTM Software Corporation  
Reason: Document Validation, Timestamped by Symantec  
Location: Wheat Ridge, Colorado

TOWN OF GRAND LAKE  
ORDINANCE NO. 13 - 2001

AN ORDINANCE GRANTING AN EASEMENT FOR THE ENCROACHMENT  
INTO THE PUBLIC RIGHT-OF-WAY OF A CERTAIN EXISTING BUILDING  
LOCATED ON PARCEL 4, DAVEN HAVEN COTTAGES,  
TOWN OF GRAND LAKE

BE IT ORDAINED BY THE GRAND LAKE BOARD OF TRUSTEES THAT:

Section 1. An easement is hereby granted to Gregory A. Barnes and Carey A. Barnes as owners (hereinafter the "Grantees") of Parcel 4, Daven Haven Cottages, Town of Grand Lake, for the purpose of allowing existing encroachments into the public right-of-way of Cairns Avenue for a certain structure on said lot.

Section 2. In granting said easement, the Town of Grand Lake expressly reserves to itself the right to construct, reconstruct and maintain all municipal utilities and permanent improvements, and further reserves the same right to all utility companies operating under a Town franchise or paying utility occupation tax to the Town.

Section 3. This easement shall remain in full force and effect for the benefit of the Grantees, their heirs, successors and assigns, for so long as the encroachment remains as presently constructed. The Grantees may perform normal maintenance and repairs to the encroachments, but may not enlarge them further into or above the public right-of-way.

Section 4. Should any part or portion of any structure encroaching into the public right-of-way be partially or wholly destroyed, removed, or reconstructed, then this easement shall become null and void as it pertains to such structure and any new construction or reconstruction shall take place only within the confines of the property lines of Parcel 4, Daven Haven Cottages, Town of Grand Lake, and shall in all ways comply with the applicable zoning regulations, building codes and all other development regulations then in effect.

Section 5. In consideration of this easement, the Grantees hereby agree to pay for the costs of publishing this Ordinance. The Grantees further agree to pay the Town the amount of One Hundred Dollars (\$100.00) in consideration for the granting of this easement.

Section 6. This easement is conditioned on the Grantees delivering a fully executed Indemnification Agreement (attached as Exhibit "A") of a content and form acceptable to the Town.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF  
THE TOWN OF GRAND LAKE, COLORADO, THIS 13TH DAY OF AUGUST, 2001.



ATTEST:

Votes Approving: 6  
Votes Opposing: 0  
Absent: 1  
Abstained: 0

TOWN OF GRAND LAKE

Ronda Kalinske  
Ronda Kolinske,  
Town Clerk

By: Gene M. Stover  
Gene M. Stover,  
Mayor

Exhibit "A"  
Indemnification Agreement

This Agreement is entered into this 13th day of August, 2001, by and between Gregory A. Barnes and Carey A. Barnes (hereinafter referred to as "the Barnes") and the Town of Grand Lake, (hereinafter referred to as "the Town".)

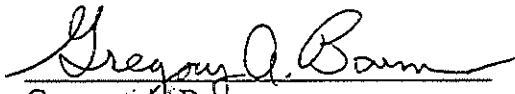
The Barnes, for themselves, their heirs and successors and assigns, pursuant to the provisions of Ordinance No. 13 - 2001, Town of Grand Lake, hereby agree to indemnify the Town against all liability, loss, cost, damage or expense sustained by the Town, including reasonable attorneys' fees and other expenses of litigation, whether prosecuted to judgment or not, arising out of, due to, or directly or indirectly relating in any manner to the easement granted to the Barnes by Ordinance No. 13 - 2001.

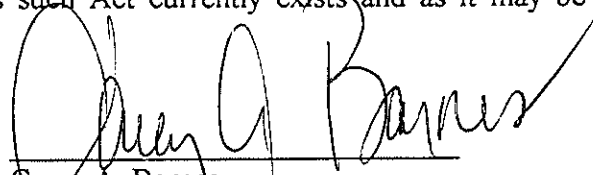
The Barnes shall also, at all times such easement shall remain in existence, indemnify the Town against all liens established against the property included within the easement or any improvements thereon or any part thereof.

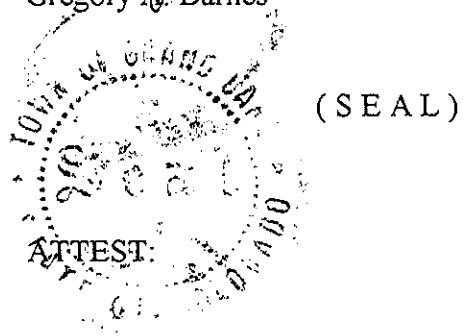
In case any action or proceeding is brought against the Town, the Barnes shall, on notice from the Town, resist and defend such action or proceeding by legal counsel approved by the Town, which approval shall not be unreasonably withheld.

The Barnes shall reimburse the Town for all reasonable attorneys' fees and costs and other expenses of litigation as provided for in this Agreement within thirty (30) days of billing for such charges. The failure or refusal of the Barnes to pay such charges within said thirty (30) days shall result in the immediate termination of the easement provided for in Ordinance No. 13-2001.

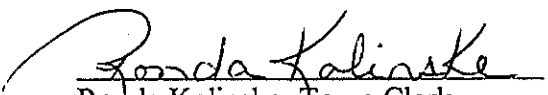
Nothing contained in this Indemnification Agreement shall waive any of the Town's rights or protection under the provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., Colorado Revised Statutes, as such Act currently exists and as it may be amended from time to time in the future.

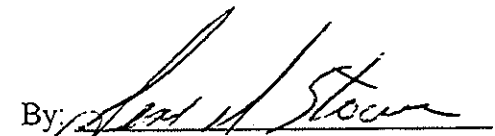
  
Gregory A. Barnes


  
Carey A. Barnes



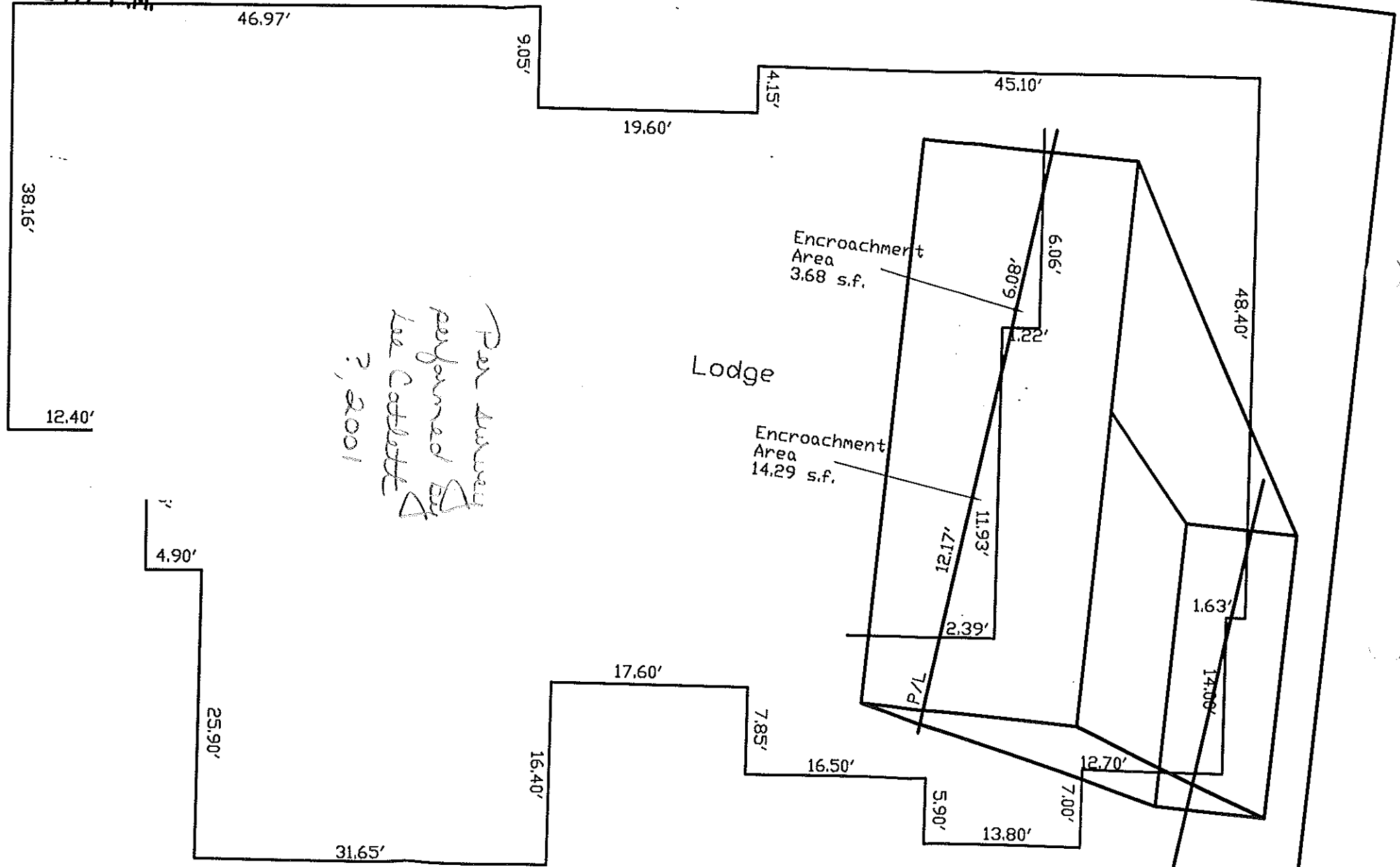
TOWN OF GRAND LAKE

  
Ronda Kolinske, Town Clerk

By:   
Gene M. Stover, Mayor

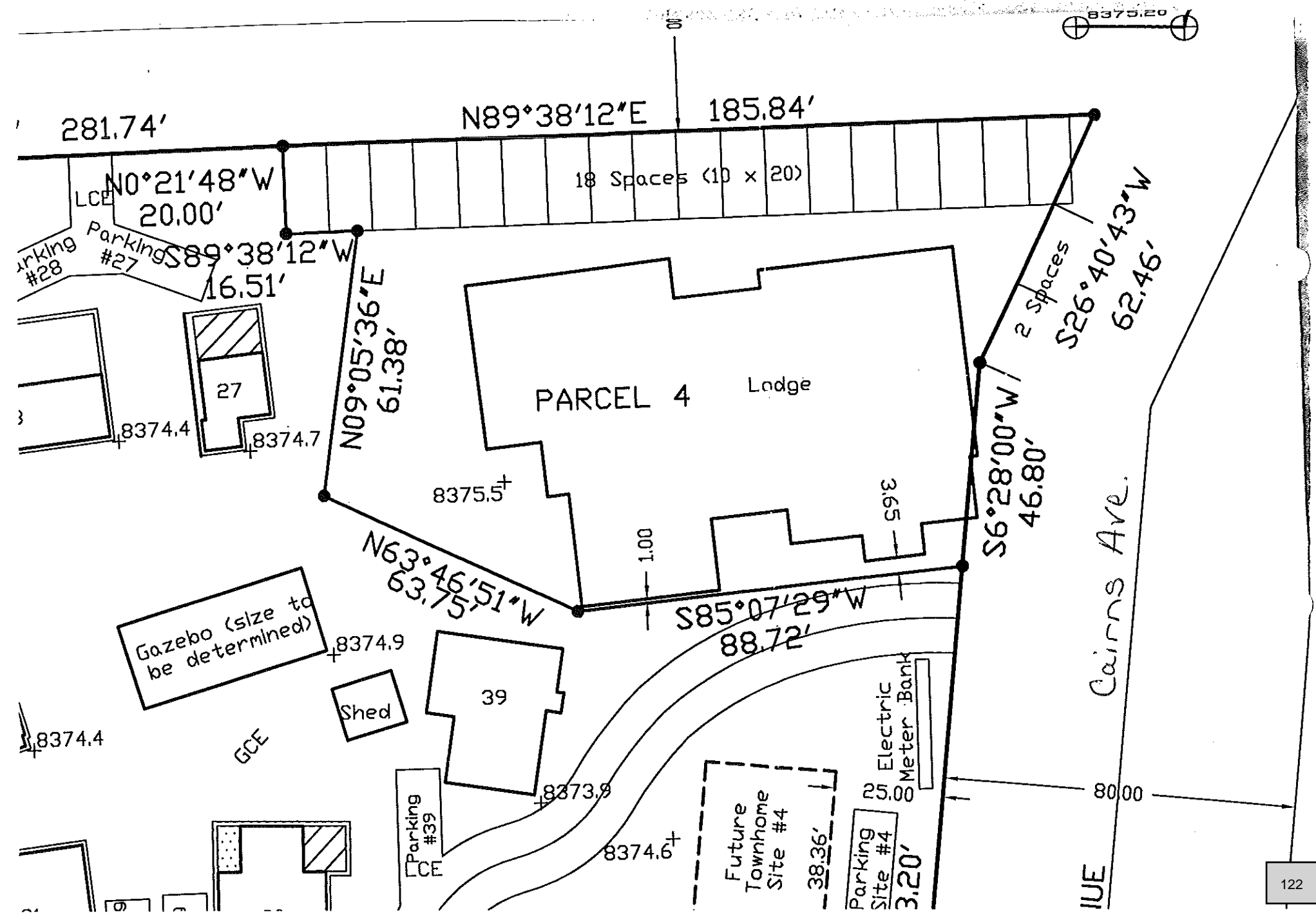
  
2001-010236 10/10/2001 03:51P ODC SARA ROSENE  
2 of 2 R 10.00 D 0.00 N 0.00 GRAND COUNTY CLERK

HE 6TH P.M.



*Per survey performed by Lee Cottrell 2, 2001*

SITE DATA:  
 Total Area of Parcel 3 = 90,592.65sf = 2.0797 acres  
 Total Area of Parcel 4 = 15,795.79sf = 0.3626 acres  
 Parking lot and road area = 20,577.5sf = 0.4724 acres  
 Snow storage area = 8,103.32sf = 0.1860 acres  
 Onsite landscaping (proposed)  
 Parking area



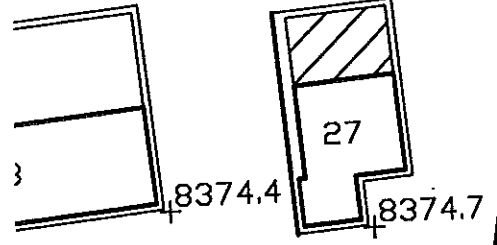
281.74'

N89°38'12"E 185.84'

N0°21'48"W 20.00'

18 Spaces (10 x 20)

Parking #28  
Parking #27  
S89°38'12"W 16.51'



N09°05'36"E 61.38'

PARCEL 4 Lodge

8375.5+

2 Spaces

S26°40'43"W 62.46'

S6°28'00"W 46.80'

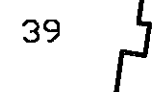
Gazebo (size to be determined)

N63°46'51"W 63.75'

S85°07'29"W 88.72'

8374.4

GCE



Parking #39  
LCE

8373.9

Future Townhome Site #4  
38.36'

Electric Meter Bank  
Parking Site #4  
3.20'

8374.6+

Cairns Ave.  
IUE

80.00

TOWN OF GRAND LAKE  
RESOLUTION 15-2010

Section 11, Item A.

**A RESOLUTION GRANTING A LICENSE FOR THE ENCROACHMENT INTO THE PUBLIC RIGHT-OF-WAY OF CERTAIN IMPROVEMENTS LOCATED ADJACENT TO PARCEL 4, DAVEN HAVEN COTTAGES OF THE TOWN OF GRAND LAKE**

**BE IT RESOLVED BY THE GRAND LAKE BOARD OF TRUSTEES THAT:**

Section 1. A license is hereby granted to Greg and Carey Barnes, as owner (hereinafter the "Grantee") of Parcel 4, Daven Haven Cottages, Town of Grand Lake, for the purpose of allowing an encroachment into the public right-of-way of Cairns Avenue for proposed and preexisting improvements.

Section 2. In granting said license, the Town of Grand Lake expressly reserves to itself the right to construct, reconstruct and maintain all municipal utilities and permanent improvements, and further reserves the same right to all utility companies operating under a Town franchise or paying utility occupation tax to the Town.

Section 3. The preexisting improvements being permitted by this Resolution is a 14'x 8' concrete pad as well as a grease clean-out facility. The proposed improvement being permitted is an external cooler to be placed on the preexisting concrete pad; the proposed improvement will be screened on all four sides. The preexisting and proposed improvements are depicted on Exhibit "A". The encroachment is granted to allow the fire pit and bench to encroach no more than five feet (16.39) into the Cairns Avenue right-of-way.

Section 4. This license shall remain in full force and effect for the benefit of the Grantee, their heirs, successors and assigns, until such time as the Town, in its sole determination, determines that this license should end. At such time within 45 days of the Town providing notice to the Grantee, Grantee shall remove the improvement and restore that portion of the Town right-of-way to pre-existing condition or better at Grantee's expense. The Grantee may perform normal maintenance and repairs to the improvement, but may not enlarge it further into or above the public right-of-way.

Section 5. This Resolution is adopted with the considerations, among others, that it must be maintained solely by the owners. Granting of this license shall not be considered a precedent for any future encroachments.

Section 6. In consideration of this license, the Grantee hereby agrees to pay the Town the amount of One Hundred Dollars (\$100.00) in consideration for the granting of this license.


Section 7. This license is conditioned on the Grantee delivering a fully executed Indemnification Agreement (attached as Exhibit "B") of a content and form acceptable to the Town.

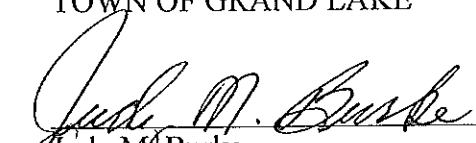
**DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 24TH DAY OF MAY, 2010.**

Votes Approving: 0  
Votes Opposing: 4  
Absent: 2  
Abstained: 1

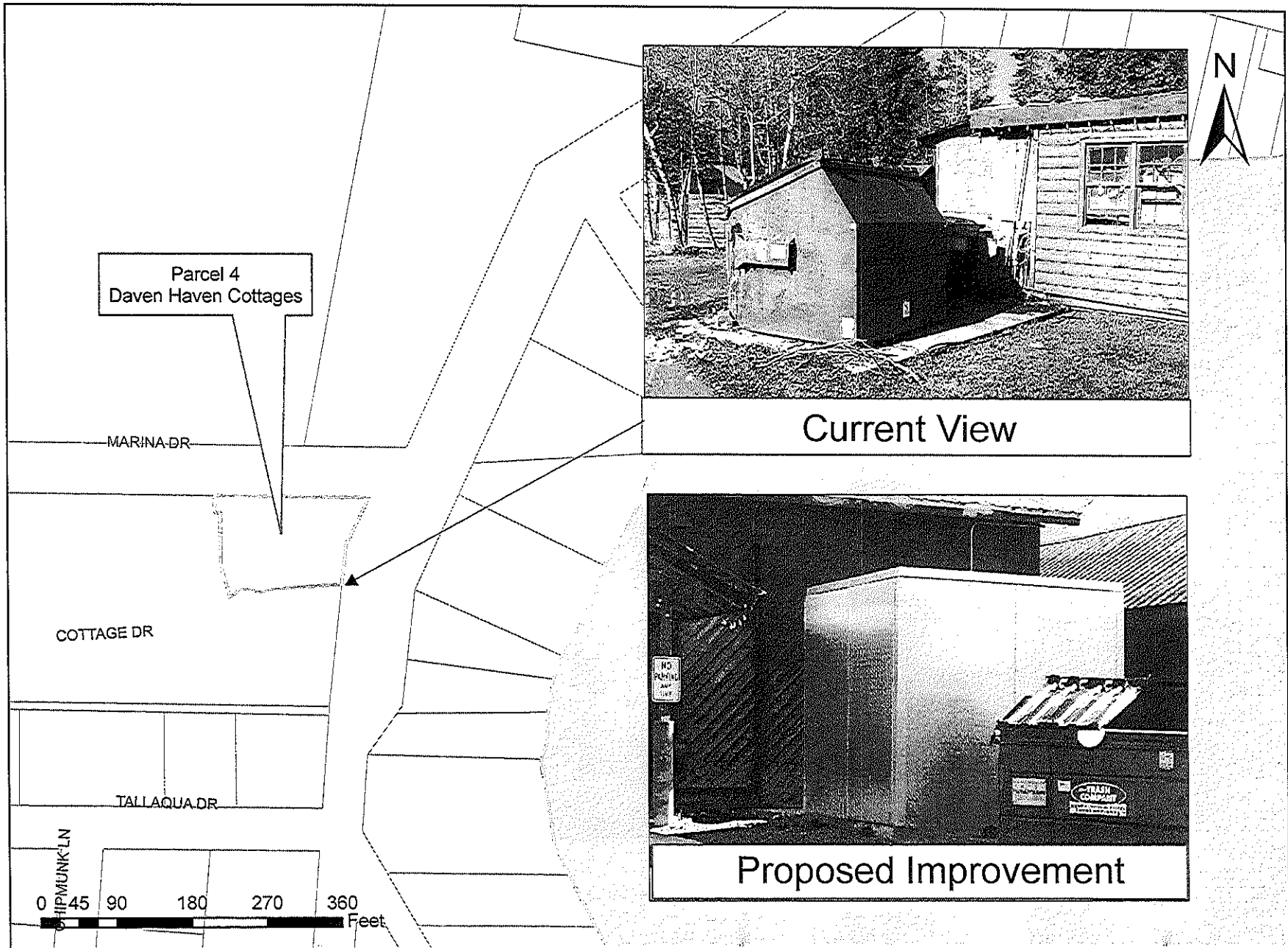
ATTEST:

TOWN OF GRAND LAKE

  
Ronda Kolinske,  
Town Clerk

  
Judy M. Burke,  
Mayor

# Site Location Map and Site Photograph





**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
THE TOWN OF GRAND LAKE AND THE GRAND LAKE CREATIVE DISTRICT/  
FOLK SCHOOL FOR SERVICES**

**THIS AGREEMENT** (“Agreement”) made this \_\_\_ day of \_\_\_\_\_, 2023, by, between the Town of Grand Lake, a Colorado municipal corporation (hereinafter, the “Town”), and the Grand Lake Creative District/Folk School (hereinafter “Folk School”), and hereinafter referred to jointly as “the Parties”; and

**WHEREAS**, the Town desires to hire the Folk School to provide certain services described herein (the “Classes”) as an independent contractor; and

**WHEREAS**, the Folk School desires to provide the Classes for the benefit of the Town; and

**WHEREAS**, the Town also wishes to contract with the Folk School to make available certain services and equipment that would permit the Folk School to operate more effectively and efficiently to provide the Classes; and

**WHEREAS**, the Town possesses certain services and equipment that would allow online booking and payment (the “Services and Equipment”) for the Classes.

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

1. **PURPOSE.** The Folk School will provide Classes for the benefit of the Town as an Independent Contractor, and not as an employee. The Parties agree to permit Folk School to utilize the Town’s online platform to allow people to make reservations for services offered by the Folk School. Additionally, the Town will permit the Folk School to use the Town’s online platform to receive payment electronically for services offered the Folk School. In consideration for providing the Classes, the Town will make available the funds actually received to the Folk School on a monthly basis. The Folk School may surcharge such online reservations and payments in accordance with C.R.S. § 5-2-212 and the Visa Mastercard and credit card processor guidelines.
2. **COOPERATION.** The Parties agree to work together and cooperate in providing further information or taking other actions as may be requested or required by the State or Federal Government or in order to satisfy the requirements of the Agreement.
3. **OPERATIONS.** The Parties agree that the Services and Equipment shall be used to provide the Classes and in accordance with all Federal, State, County, Grand Lake, website host and/or credit card processing laws, rules, regulations and guidelines. The Classes will be held at times and locations determined by the Folk School. The Folk School will determine the content of the Classes, however, the Town reserves the right to terminate this Agreement if, in the sole discretion of the Town, the Classes are detrimental, injurious to, or not in the best interest of the health, safety and welfare of the residents of the Town.

4. **HOLD HARMLESS.** To the fullest extent permitted by applicable law, the Parties shall indemnify, defend and hold harmless the Town, its employees, Board members, and agents, against any and all claims or actions based upon or arising out of damages or injury to persons or property caused by or sustained in connection with the use of the Facility.

5. **MISCELLANEOUS PROVISIONS**

- a. The Town will work cooperatively with the Folk School to create, establish, and implement all necessary initial set up, programming, and software to fulfill the purposes of this Agreement (the "Set Up").
- b. After the initial Set Up, the Folk School shall be responsible for the administration of their programs through the online platform. Town may, but is not required to, periodically inspect the Set Up as well as its Services and Equipment to ensure it is being used properly and in compliance with this Agreement to provide the Classes.
- c. As compensation for providing the Classes, the Town shall make available to the Folk School all monies actually received for the Classes on at least a monthly basis.
- d. Under no circumstance shall the Town be liable for any charge or fee imposed for the processing of electronic payment for benefit of the Folk School.
- e. The Folk School shall be solely responsible for repayment, resolution, and negotiations involving any disputed charges, chargebacks, or similar disputes.
- f. In the event the Town overpays the Folk School, any such overpayment will be immediately returned to the Town upon demand, including electronic or telephonic notice of overpayment.

6. **TERMINATION.**

- a. This Agreement shall terminate December 31, 2023 unless extended by the Parties.
- b. Either Party may terminate its obligations under this Agreement without cause upon delivery of prior written notice to the other Parties at least thirty days before the effective date of such withdrawal.
- c. Either Party may immediately terminate their obligations under this Agreement upon written notice to the other Parties if circumstances arise that make it impossible for the terminating Party to carry out its responsibilities under this Agreement.
- d. Either Party may immediately terminate their obligations under this Agreement upon written notice to the other Parties if all Emergency Declarations having jurisdiction over the Facility's location are withdrawn.
- e. This Agreement may terminate at the discretion of the Town if the Services and Equipment or any part thereof is used by the Folk School for any purpose other than those approved by the Town. Such determination as to Non-Permitted Uses which will be at the sole discretion of the Town's Mayor or his designee.
- f. Upon termination of this Agreement, the Town shall make available all outstanding amounts received and due to the Folk School within one month.

7. **NOTICE.** Any notice required by this Agreement shall be given, in writing. Any such notice shall be deemed given (a) on the date of delivery, if personally delivered (if a signed receipt is obtained); (b) by electronic transmission, provided electronic or other written confirmation of delivery is obtained; or (c) on the third business day following mailing by

registered or certified mail, return receipt requested, provided proper postage was prepaid and the mail was addressed to the address set forth immediately below or such new address that is given to the other Party in accordance with this Section 4.

**A. Town of Grand Lake:**  
John Crone  
1026 Park Avenue  
Grand Lake, Colorado 80447  
(970) 627-3435

**B. Grand Lake Creative District Board/ The Folk School:**  
Ken Fucik  
PO Box 1993  
Grand Lake, Colorado 80447  
(303) 989-7830

- 8. **INDEPENDENT CONTRACTOR.** Folk School is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Folk School to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Independent Contractor for all purposes. Folk School shall make no representation that it is the employee of the Town for any purposes.

Disclosure: Folk School is not entitled to workers' compensation benefits, unemployment insurance benefits unless unemployment compensation coverage is provided by the Folk School or some other entity, and Folk School is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.

- 9. **APPLICABLE LAW.** The Parties agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this Agreement is executed and as they may change from time to time. Any disputes arising under this Agreement shall be brought exclusively in Grand County District Court in the State of Colorado.

- 10. **NON-WAIVER.** The Parties shall not be excused from complying with any provisions of this Agreement by the failure or delay of any Party to insist upon or seek compliance with such provisions.

- 11. **SEVERABILITY.** Should any provision(s) of this Agreement be determined to be illegal or unenforceable, such provision shall be modified to make it legal and enforceable to the fullest extent of the law. In the event modification would not make the provision legal and enforceable, such provision shall be deleted from this Agreement and all remaining provisions of this Agreement shall remain fully enforceable. Provided, however, with respect to the deleted provision, the Parties shall forthwith enter into good faith negotiations

and proceed with due diligence to draft a term that will achieve the original intent of the Parties hereunder.

- 12. **AMENDMENT.** This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by all of the Parties hereto.
- 13. **ASSIGNABILITY.** The Parties shall not assign its rights or delegate its duties under this Agreement without the prior written consent of all other Parties.
- 14. **HEADINGS FOR CONVENIENCE.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.
- 15. **GOVERNMENTAL IMMUNITY.** The Parties hereto understand and agree that the Parties and their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 to 120, C.R.S., or otherwise available to the Parties.
- 16. **EXECUTION.** This Agreement may be executed in counterparts.

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

**TOWN OF GRAND LAKE, COLORADO:**

**BY:** \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Steve Kudron  
Title: Mayor

**GRAND LAKE CREATIVE DISTRICT BOARD/THE FOLK SCHOOL:**

**BY:** \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Ken Fucik  
Title: President, Grand Lake Creative District/Folk School



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: Resolution 3-2023 Setting a Fee Schedule  
 Date: January 9, 2023

Background

Pursuant to Grand Lake Municipal Code 2-3-2. The Board of Trustees has the authority to set fees, charges, and deposits for various services (including rentals) provided by the Town. I cannot find the last time that the Board adjusted Marina rates; however, it certainly has not happened since 2019.

Since adoption of the last fee schedule, the costs to operate the marina have significantly increased. Labor costs have gone up almost 50%. Fuel costs have increased over one dollar per gallon. These costs increases have not been passed on to the users.

Under State law, all fees must defray the reasonable direct and indirect costs of administering the service or to offset the impacts of the service. The proposed fees will align with these requirements

Proposed Fee Changes

Staff is proposing the following increases to the marina rental rates:

<b>Boat/Service</b>	<b>Current Rate</b>	<b>Proposed Rate</b>
Crestliner	\$90/hr	\$100/hr
Small Pontoon	\$120/hr	\$140/hr
Med Pontoon	\$140/hr	\$160/hr
Large Pontoon	\$160/hr	\$180/hr
Adult Tours	\$20	\$25
Child Tours	\$10	No change
Paddle Boats	\$30(1-2ppl)/hr or \$40(3-4ppl)/hr	No change

Motion

Staff recommends the adoption of the updated fee schedule by approving the following motion:  
 I move to adopt Resolution 09-2023, an Ordinance Adopting a Fee Schedule for the Headwaters Marina (with the following changes).

**TOWN OF GRAND LAKE  
BOARD OF TRUSTEES  
RESOLUTION NO. 09-2023**

**A RESOLUTION SETTING CERTAIN FEES AND DEPOSITS FOR HEADWATERS  
MARINA**

**WHEREAS**, the Board of Trustees of the Town of Grand Lake ("the Board"), Colorado, pursuant to Colorado statute and the Grand Lake Town Code, including but not limited to Section 2-3-2, is vested with the authority of administering the affairs of the City of the Town of Grand Lake, Colorado (the "Town"); and,

**WHEREAS**, the authority of the Board includes, but is not limited to adopting ordinances and resolutions, including those that establish, set, or amend the fees, charges, and deposits assessed in connection with the operation of an enterprise; and,

**WHEREAS**, the Board has previously and periodically adopted and revised schedules, setting forth such fees and other charges; and,

**WHEREAS**, the Board reviewed the current marina fee schedule; and,

**WHEREAS**, the Board deems revisions are necessary to the current fee and deposit schedule in order to reasonably provide the particular services.

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

**THAT**, the Board considers the Fee Schedule proposed in the attached memo as fair and equitable, and are reasonably related to the cost of providing the particular service; and,

**THAT**, the Headwaters Marina Fee Schedule is hereby approved with the following conditions:

1. The Headwaters Marina Fee Schedule shall take effect on March 13, 2023 (the "Effective Date").
2. The Headwaters Marina Fee Schedule shall apply to any rentals or tours conducted after the Effective Date; and,

**THAT**, the Headwaters Marina Fee Schedule repeals and replaces any previously adopted fee and deposit schedule(s) approved by the Board; and,

**THAT**, the fees and charges set forth in the Headwaters Marina Fee Schedule may

be revised from time to time by ordinance or by resolution, duly enacted by the Board.

1. Validity. If any part of this resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remain portions of this resolution. The Board of Trustees hereby declares that it would have approved this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

**INTRODUCED, PASSED AND ADOPTED A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE AND SIGNED THIS 13<sup>th</sup> DAY OF March 2023.**

Votes Approving: \_\_\_\_\_  
 Votes Opposed: \_\_\_\_\_  
 Absent: \_\_\_\_\_  
 Abstained: \_\_\_\_\_

**ATTEST:**

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

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

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