



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING AGENDA

Monday, March 09, 2026 at 4:30 PM

Town Hall Board Room – 1026 Park Avenue

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

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

<https://us06web.zoom.us/j/88399608549>

You can also dial in using your phone.

United States: 719-359-4580

Access Code: 883 9960 8549



WORK SESSION 4:30 PM

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Items of Discussion
 - A. Grand County Wildfire Council Update

EVENING MEETING 6:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Announcements
4. Roll Call
5. Conflicts of Interest
6. Mayor's Report
7. Manager's Report
 - A. March 9, 2026
8. Public Comments (Limited to 3 Minutes)
9. Consent Agenda

A. Accounts Payable- March 9, 2026

B. Meeting Minutes- February 23, 2026

10. Items of Discussion

A. Consideration of Administrative Appeal — Petition for Major Encroachment at 329 Mountain Ave (Helma Residence)

B. Consideration of Approval of the Transfer and Assignment Agreement Between the Grand Lake Area Chamber of Commerce and the Town of Grand Lake

C. Consideration of Resolution No. 24-2026 – Authorizing the Town of Grand Lake to Enter into an Agreement to Become an Official Colorado Main Street Community

D. Consideration of Authorization to Submit OLRT Grant Application for Open Space Acquisition

E. Consideration of Approval of the 2026 Lease Renewal with the Grand County Water Information Network (GCWIN)

F. Consideration of Approval of the 2026 Lease Renewal with the Grand Lake Area Historical Society (GLAHS)

G. Consideration of Approval of the 2026 Lease Renewal for 195 CR48 Unit 2

11. Future Items for Consideration

12. Adjourn Meeting



2025 GCWC SUMMARY

MITIGATION SUCCESSES

- Total Acres Mitigated: 723
- GCWC Funding Put on the Ground: almost \$420,000
- Total Cash Match: almost \$660,000
- Total In-Kind Match: over \$115,000
- **Totals: Almost \$1.2 million and 723 acres treated between cost share programs, large projects, and chipping.**

EDUCATION SUCCESSES

- Over 780 volunteer hours
- Over 700 contacts.
 - Public events, trainings, chipping days, Fire Restrictions education, Roads Safety Project Homeowner Education, PBS Documentaries, HOA Meetings, etc.

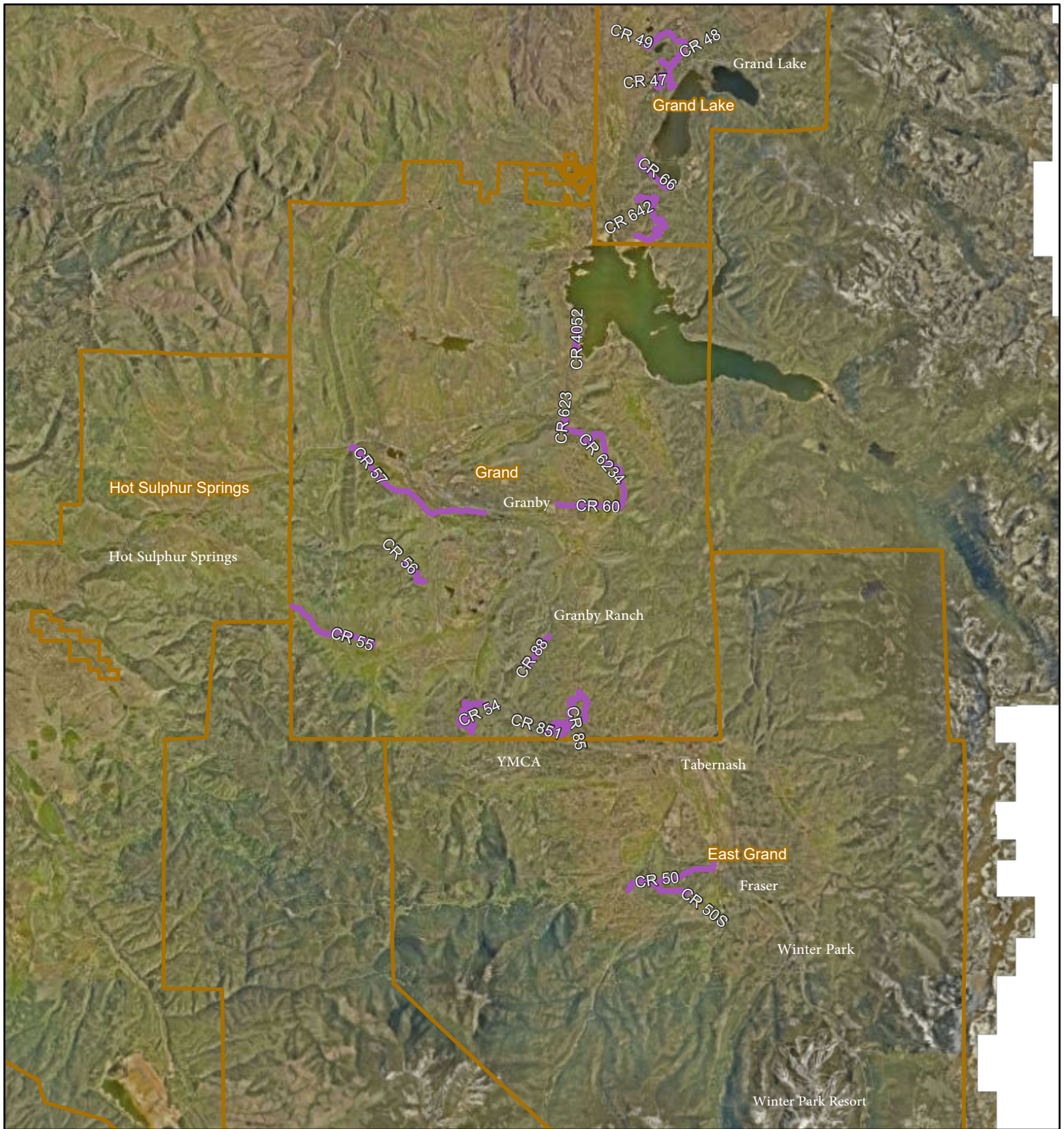
FUNDING SUCCESSES

- Total Funding Awarded to be Spent from 2025-2030: **about \$2.85 million**
 - \$2.5 million award - federal Community Wildfire Defense Grant funding
 - Mitigating about 800 acres near the Town of Granby from 2026-2030.
 - Continuing to apply for additional grants for programs, and projects, and capacity support.



Our goal for 2026 is to increase funding on the ground with more acreage treated.

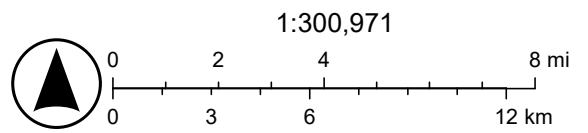
Roads Safety Project - Treated Roads (2024 & 2025)

Section 4, Item A.



2/13/2026

-  Roads Safety Project
-  Fire District





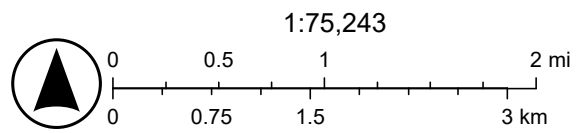
Firewise USA Sites - Grand Lake

Section 4, Item A.



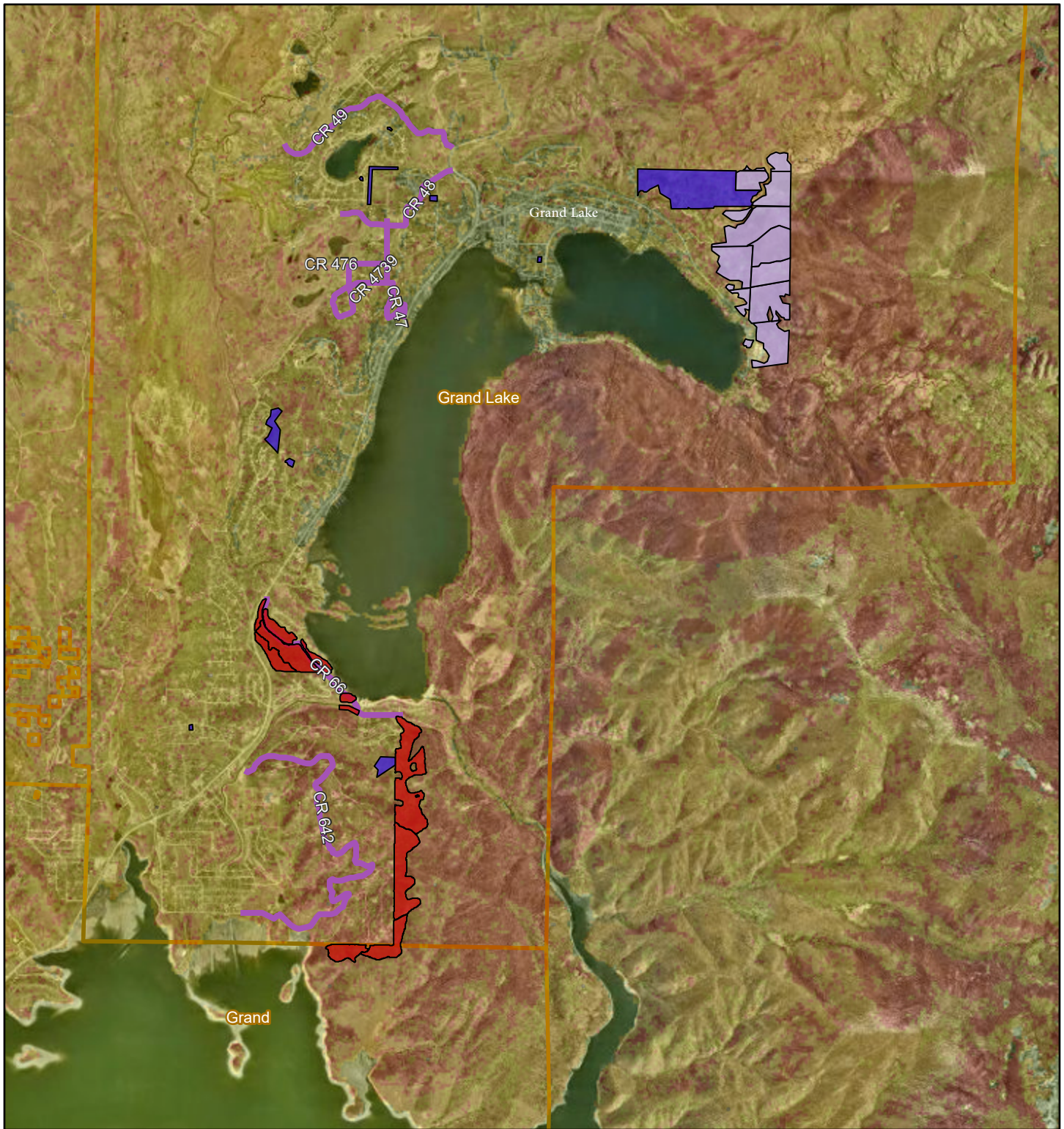
2/13/2026

-  Firewise Communities
-  Fire District












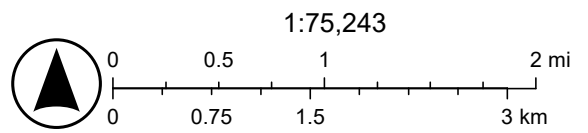
Grand Lake Fire District Fuels Reduction

Section 4, Item A.



2/13/2026

-  East Inlet
 -  Green Ridge Phase 1
 -  Cost Share
 -  Roads Safety Project
 -  Low
 -  Moderate
 -  High
 -  Extreme
 -  Fire District
- Grand County CWPP Risk Assessment



GRAND COUNTY WILDFIRE COUNCIL

Section 4, Item A.

is ready to help you prepare and survive the next wildfire



Don't Wait. Mitigate!

Visit [BeWildfireReady.org](https://www.BeWildfireReady.org) or call

☎ 970.627.7121

"Living with Fire" Lecture Series 2026 Lineup

Location: Grand Fire in Granby

Time: Fridays at 5:00 PM

- ✓ **May 15: Wildland-Urban Interface (WUI) Building Codes**
Learn what's new and how it affects our communities
- ✓ **June 5: Preparing for Wildfire Season**
Preparing your property, home and family before another fire occurs
- ✓ **June 26: Building a Fire-Adapted Grand County with GCWC Programs**
Firewise USA, Chipping Days, Grants and Cost-Share Program information at the parcel and community levels
- ✓ **July 17: Property Insurance in the WUI**
Updates, challenges and successes

Virtual option available via email:
BeWildfireReady@gmail.com

2026 FREE Community Chipping Days

Specific locations and accepted materials posted on our website and Facebook.

🕒 **SATURDAYS FROM 9:00 AM - 2:00 PM**



- 🗓 **30 MAY, KREMMLING**
- 🗓 **20 JUNE, GRAND FIRE**
- 🗓 **11 JULY, EAST GRAND FIRE**
- 🗓 **25 JULY, GFPD BUD WILSON**
- 🗓 **22 AUGUST, GRAND LAKE**

NEED A HOME IGNITION ZONE / WILDFIRE RISK ASSESSMENT?

Scan this QR to fill out the request form on our website today!






WE ARE MOVING! Visit us in Tabernash at 72399 US Highway 10

JOIN US!

for a PBS documentary showing

With a special guest panel of fire professionals and subject matter experts. Brought to you in cooperation with the NOCO Fireshed Collaborative.

-  **1 JULY, FOUNDRY THEATER IN WINTER PARK**
-  **16 JULY, GRAND LAKE COMMUNITY HOUSE**
-  **12 AUGUST, GRAND FIRE IN GRANBY**

Section 4, Item A.

FIRE LIVES HERE

AN EXPLORATION OF FIRE'S ESSENTIAL ROLE IN SHAPING *and* RESTORING COLORADO'S FORESTS, *and* PROTECTING BELOVED PLACES.

DIRECTED BY AARON COLUSSI



"At its core, Fire Lives Here is a story of hope and ingenuity. Through sweat, science, and a willingness to see fire differently, these efforts are making a tangible impact. As a filmmaker, my goal was to bring audiences as close as possible to both the urgency and the possibility."

---Film Director, Aaron Colussi

DID YOU KNOW?

Fire professionals from the GCWC and your fire district will come to your community meetings!

-  Rotary, Lions, Veterans Gatherings
-  Home and Property Owner Association Meetings
-  Library Events and Town Hall Meetings
-  Industry and Professional Association Workshops
-  School and Children's Programs
-  Picnics and Parties in the Parks
-  Call 970.627.7121 to schedule

Our Cost-Share Grant Program helps our residents build neighborhood mitigation projects and become Firewise USA Communities!



Williams Fork Fire from Tabernash, Aug. 14, 2020
Photo credit: Lauren Demos





MANAGER UPDATE

3/9/2026

To: Town of Grand Lake Board of Trustees

From: Steve Kudron, Town Manager

Activities & Events Recap

- The 2nd Annual Grand Lake Skijor completed its 2026 run this past Sunday. The electric energy that flowed on Friday and Saturday was absolutely amazing. I received several compliments during the day on how well Grand Lake Skijoring organized the event and the support Town staff was able to lend to ensure a safe and high flying weekend. Unfortunately, weather played a big part and Sunday's races had to be cancelled. This event certainly took a village.
 - Steve, Delphine, Matt and their entire team kept the plan on track and running before, during and after the event. Many Thanks for all the hard work.
 - Logan, Randy and the Public Works Staff worked long hard hours for the weeks before and the days after the event. An extraordinary amount of snow was moved, fences set and a town kept moving even with downtown closed for a week. HUGE shoutout Guys!
 - Sarah & Katie, with Town staff ran the planning and continuity with marketing and logistics to make sure Town and the organizers messaged effectively to celebrate the Town and sport of Skijoring.
 - And finally, to the more than 27,000 people who came to Grand Lake over the three-day event, with nearly 15,000 coming on Saturday alone.

Department Notes

- **Admin**
 - Network Upgrade is complete at the Visitor Center
 - Digitizing Town historic documents is continuing
- **Finance**
 - ERP Conversion continues
 - 2025 yearly audit has started.
- **Code Enforcement**
 - STR enforcement continues. WE have been able to bring a substantial number of STR owners into compliance.
 - We have had very little in the way of trash and parking violations

- **Planning**
 - ***There is an opening on the Grand Lake Planning Commission. A full commission ensures the best representation possible.***
 - The Next scheduled Planning Commission meeting is March 18, 2026

- **Public Works**
 - Town roads have been cleared of all snow remnants.

- **Grand Lake Center**
 - Basketball is played twice daily at open sessions

- **Marketing/Events/Visitor Center/Communications**
 - Visitor Center is operating 4 days a week. We expect to expand to 7 in May
 - Look for community events April through May to include the annual Town Cleanup
 - We are looking to bring the Board cost estimates for a J1 Summer worker appreciation party at the beach in September. More info to come.

- **Intergovernmental**
 - Mayor Managers Commissioner’s meeting is at 10am in Kremmling on the 9th
 - I will be attending the CAST legislative conference on the 12th
 - County Managers meeting is the 11th. Both Sherriff and EMS chief will be attending.

- **Water Department**
 - Normal operations

- **Marina**
 - Quiet Time

- **Pay as You Throw**
 - Normal Operations

- **Space to Create**
 - The final information session was held on March 2nd. 15 people attended.
 - Modules have been delivered.
 - Weather permitting, Modules will have been placed today.

Upcoming Event Highlights:

- March 10, 2026 Happenings at the House! Special Guest – Avis Gray
- March 21, 2026 Come enjoy the vocal harmonies and acoustic music of Moors & McCumber

For all the great events happening in Grand Lake as well as Rocky Mountain Folk School classes, check out the December newsletter on the Town’s website.

Next Board Meeting: March 23, 2026



To: Mayor Bergquist & Trustees
From: Stephanie Rhone, Treasurer
Date: March 9, 2026
RE: Accounts Payable- March 9, 2026

BACKGROUND:

Pursuant to standard procedure, the Town Board of Trustees reviews and approves accounts payable at each Board meeting.

FISCAL NOTE

The accounts payable documentation was distributed to the Board via email on March 5, 2026, for review.

STAFF RECOMMENDATION

Staff recommends approval of the accounts payable as presented.

SUGGESTED MOTIONS

I move to approve (or deny) the accounts payable for March 9, 2026.



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING MINUTES

Monday, February 23, 2026 at 4:00 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*

1. Call to Order

Mayor Bergquist called the Board of Trustees meeting to order at 6:07 P.M. in the Town Hall Board Room.

2. Pledge of Allegiance

Mayor Bergquist led the Pledge of Allegiance.

3. Announcements

Mayor Bergquist requested that all cell phones be turned off during the meeting.

4. Roll Call

Mayor Bergquist, Mayor Pro-Tem Sobon, Trustees Arntson, Causseaux, Miller, Mills, and Schoenherr were present, along with Town Manager Kudron, Town Attorney Krob and Town Clerk Carrell.

5. Conflicts of Interest

None.

6. Mayor's Report

Mayor Bergquist expressed her excitement for the upcoming Skijoring event and the significant number of visitors expected in Grand Lake, noting that as many as 20,000 people may be in town throughout the weekend beginning Friday. She encouraged Trustees to be welcoming and helpful to visitors, offering assistance when possible and volunteering if they see areas where help is needed.

She extended gratitude to the Rotary Club and the Skijoring organizers for their efforts in hosting the event and thanked the Skijoring community for choosing Grand Lake for a second year. Mayor Bergquist also recognized Town staff, especially Public Works, for their dedication and long hours preparing the community, including snow management and event setup.

Additionally, she highlighted the importance of reminding visitors that Grand Lake is a year-round destination, noting successful winter events such as pond hockey and ice fishing, and encouraged promoting the many events held throughout the year.

Finally, Mayor Bergquist informed Trustees that copies of the Colorado Municipal League (CML) Ethics, Liability, and Best Practices Handbook

(2019 edition) were provided for their reference. She indicated the Board will plan a future workshop to review the handbook and discuss ethics and liability best practices applicable to the Board.

7. **Manager's Report**

A. **February 23, 2026**

Activities & Events Recap

- Tightline Outdoors Fishing Ice Addiction 2.0 was this past weekend in Grand Lake February 20 and 21, 2026. This expanded two-day event adds an elite class tournament, demonstrations and activities to the lineup. The event organizers have been very satisfied with planning and execution to date.
- This is the week! The 2nd Annual Grand Lake Skijor starts on Friday and runs through Sunday March 1st. Public Works staff has been working daily to complete the myriad of tasks required to prep the Town for the event. The organizers and staff have been working well together ensuring all facets of the event are coordinated.

Department Notes

- **Admin**
 - Networking is going in at the Visitor Center
 - CEO Accelerator Round 2 is in submission. There is a support letter for your approval.
 - Business Tax license season has been completed.
- **Finance**
 - ERP Conversion continues
 - 2025 yearly audit has started. The auditors will be on site the week of March 13, 2026
- **Code Enforcement**
 - STR enforcement continues
 - We have had very little in the way of trash and parking violations
- **Planning**
 - *There is an opening on the Grand Lake Planning Commission. A full commission ensures the best representation possible.*
 - The Next scheduled Planning Commission meeting is March 4, 2026

- **Public Works**
 - Snow production is continuing. Public Works Staff are manning the equipment nightly as the temperature falls into the production range
 - Weather stations have been permitted and located. (Frost Solutions)
 - Traffic statistics are now being downloaded bi-weekly with the information going to Public Works, Marketing and me.

- **Grand Lake Center**
 - The fitness center is busy every day.

- **Marketing/Events/Visitor Center/Communications**
 - Gift basket for CO Preservation raffle
 - Mailed 2025-26 guidebooks to 10 welcome centers
 - Events Info, story ideas and photos to GCCTB (Brouhaha PR), per media request
 - Meetings/calls with S2C/AWA, Cooper Roberts, SkyHi, Pixel N Pine, CCI/GLCD
 - Finalized marketing budget

Updated car counter info - 35,506 cars in January 2026 (entrance) = approx. 94k people

- **Intergovernmental**
 - I will be attended Colorado Preservation Inc.'s Saving Places 2026 February 11-13, 2026 in Denver. There are many great ideas I was able to take and will be bringing to you some ideas and opportunities regarding the historic preservation economy.

- **Water Department**
 - Normal operations

- **Marina**
 - Quiet Time

- **Pay as You Throw**
 - Normal Operations

- **Space to Create**
 - The Town, GCHA and Creative District have held three information sessions regarding the residences. Applications open on March 16th.
 - Production of the modules completed last week. They will be transported to Hudson, CO until being delivered, then placed on March 9th.

Upcoming Event Highlights:

- February 21-22, 2026: Tightline Outdoors Fishing and Education Weekend
- February 28-March 1, 2026 Grand Lake Skijor

For all the great events happening in Grand Lake as well as Rocky Mountain Folk School classes, check out the December newsletter on the Town’s website.

Next Board Meeting: March 9, 2026

8. Public Comments (Limited to 3 Minutes)

Gothard Lane, 1302 Spruce Drive- Mr. Lane commented on a damaged guardrail at the entrance to town that has remained unrepaired for several years. He stated he contacted Speaker of the House Julie McCluskie regarding the issue and received confirmation that the Colorado Department of Transportation (CDOT) is responsible and plans to complete the repairs when weather permits.

9. Consent Agenda

A. Accounts Payable- February 23, 2026

B. Meeting Minutes- February 9, 2026

Mayor Pro-Tem Sobon motioned to approve the consent agenda for February 23, 2026. Trustee Causseaux seconded the motion, and Town Clerk Carrell called for a vote.

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

10. Financial Review

A. January 2026 Financial Statements

Presented by Nichole Kirkpatrick, CPA.

11. Items of Discussion

A. Marketing Update

Presented by Katie Hearsom, Marketing & Communications Manager.

B. Consideration of Updated Liquor License Boundary Map for Rotary Club of Grand Lake “Grand Lake Skijoring” Special Event Permit

Trustee Causseaux motioned to approve the updated liquor license boundary map for the Rotary Club of Grand Lake’s, “Grand Lake

Skijoring” Special Event Liquor Permit, as previously approved by the Board of Trustees on January 26, 2026. Trustee Mills seconded the motion, and Town Clerk Carrell called for a vote.

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

C. Consideration of Resolution No. 18-2026 — Fee Waiver Request for Rotary Club of Grand Lake Bingo Nights (June 19–September 6, 2026)

Trustee Arntson motioned to approve Resolution 18-2026, a resolution setting certain fees for Grand Lake Rotary Club “Bingo Nights” event to be held on June 19, 2026, through September 6, 2026. Mayor Pro-Tem Sobon seconded the motion, and Town Clerk Carrell called for a vote.

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

D. Consideration of Resolution No. 19-2026 — Fee Waiver Request for Rotary Club of Grand Lake Annual Pancake Breakfast (July 4, 2026)

Trustee Causseaux motioned to approve Resolution 19-2026, a resolution setting certain fees for Grand Lake Rotary Club “Annual Rotary Pancake Breakfast” event to be held on July 4, 2026. Mayor Pro-Tem Sobon seconded the motion, and Town Clerk Carrell called for a vote.

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

E. Consideration of Resolution No. 20-2026 — Fee Waiver Request for Grand Arts Council Summer Concert Series (July 1–September 2, 2026)

Trustee Causseaux motioned to approve Resolution 20-2026, a resolution setting certain fees for Grand Arts Council “GAC Summer Concert Series” event to be held on Wednesday, July 1, 2026, through September

2, 2026. Mayor Pro-Tem Sobon seconded the motion, and Town Clerk Carrell called for a vote.

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

F. Consideration of Resolution No. 21-2026 — Fee Waiver Request for Grand Lake Area Historical Society “Happening — A Storytelling Event” (January–December 2026)

Trustee Causseaux motioned to approve Resolution 21-2026, a resolution setting certain fees for Grand Lake Historical Society’s “Happening- A Story Telling Event” Events to be held on the first Tuesday of each month January 13, 2026, through December 8, 2026. Mayor Pro-Tem Sobon seconded the motion, and Town Clerk Carrell called for a vote.

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

G. Quasi-Judicial Public Hearing: Consideration of Resolution No. 23-2026 — Conditional Use Permit for 620 Grand Avenue (Mixed-Use Building Remodel)

Presented by Emily Weber, Ayres Associates.

Mayor Bergquist opened the floor for public comment. No public comment was received, and public comment was subsequently closed.

Trustee Causseaux motioned to approve Resolution 23-2026, a resolution recommending approval of a Conditional Use Permit for 620 Grand Avenue to allow a mixed-use building to contain no more than 55% of residential floor area, where a maximum of 50% residential is permitted by right. Trustee Schoenherr seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Miller	Aye
Trustee Mills	Aye
Trustee Arntson	Aye
Trustee Schoenherr	Aye
Trustee Causseaux	Aye

Mayor Pro-Tem Sobon Aye
Mayor Bergquist Aye

H. Consideration of Administrative Appeal — Petition for Major Encroachment at 329 Mountain Ave (Helma Residence)

Presented by Town Code Enforcement Kracke.

Trustee Causseaux motioned to continue this item to the March 9, 2026, Board of Trustees meeting. Mayor Pro-Tem Sobon seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Schoenherr Aye
Trustee Arnston Aye
Trustee Miller Nay
Trustee Mills Aye
Trustee Causseaux Aye
Mayor Pro-Tem Sobon Nay
Mayor Bergquist Aye

I. Consideration of Resolution No. 22-2026 — Historic Rapids Lodge Sign Variance Request (210 Rapids Lane)

Presented by Town Manager Kudron

Trustee Causseaux motioned to approve Resolution 22-2026, a resolution permitting the continued use of six non-conforming signs for the Rapids Lodge, Sunnyside Addition to Grand Lake Lot 18: Block 1 & A Tract East of Lot 18 to Center of North Inlet more commonly referred to as 210 Rapids Lane. Trustee Schoenherr seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Anrtson Aye
Trustee Mills Aye
Trustee Causseaux Aye
Trustee Miller Aye
Trustee Arntson Aye
Mayor Pro-Tem Sobon Aye
Mayor Bergquist Aye

J. Consideration of Granby–Grand Lake Connector MOU and FY2026 Transit Funding Allocation

Presented by Charles McCarthy, Winter Park Transit Manager and Michael Cook, Colorado Department of Transportation.

Trustee Causseaux motioned to direct staff to move forward with an IGA to bring before the Board of Trustees and the allocation of the 2026 budget for transit services. Trustee Schoenherr seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Miller	Aye
Trustee Arnston	Aye
Trustee Mills	Aye
Trustee Causseaux	Aye
Trustee Schoenherr	Aye
Mayor Pro-Tem Sobon	Aye
Mayor Bergquist	Aye

K. Discussion of Sauna Concession Request — Lakeside
Presented by Town Manager Kudron.

L. Consideration of Letters of Support — Colorado Energy Office Complete Streets Grant
Presented by Town Manager Kudron

Trustee Causseaux motioned to direct the Mayor and Board of Trustees to sign the letters of support of the Colorado Energy Office Complete Streets grant. Trustee Mills seconded the motion, and Town Clerk Carrell called for a vote.

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

12. Future Items for Consideration
- Town of Grand Lake Branding
- Lease Renewals

13. Adjourn Meeting
Mayor Pro-Tem Sobon moved to adjourn the meeting, and Trustee Mills seconded. Town Clerk Carrell called for a vote, and the motion passed unanimously.

This meeting of the Board of Trustees was adjourned at 9:07 PM.

(Attest)

Alayna Carrell, Town Clerk

Christina Bergquist, Mayor



To: Madom Mayor and Board of Trustees

From: Brian Kracke – Code Enforcement Officer/Permit Technician

Date: March 09, 2026

RE: Administrative Appeal for 329 Mountain Ave./Jadd & Alyssa Helma

Update: During the February 23, 2026, meeting, the Board of Trustees continued this item and directed the applicant to provide supplemental documentation for presentation at the next regularly scheduled meeting.

Background: This memorandum serves to brief the Board of Trustees on an appeal filed by the applicants regarding the denial of their Minor Encroachment. Staff has reviewed the case history and the applicable sections of the Grand Lake Municipal Code. The following summary outlines the administrative findings and the options available to the Board for final determination.

Per the **Town of Grand Lake Municipal Code**, a homeowner may submit an Encroachment application to encroach the Town Right-of-Way.

11-6-1 - Public Property Encroachments

Review and Approval Process.

1. **Major Encroachments** shall be reviewed by the Town Board of Trustees. The item will be placed on the Town Board of Trustees agenda. The Board shall approve, approve with conditions, or deny the application at a public meeting. No later than fourteen (14) days prior to the meeting, Town staff shall cause certified mailings to be sent, return receipt requested, to all utility companies. (sent out 02/03 & 02/04) The Board may continue the application review to a later date (not to exceed forty-five (45) days) in order to obtain more information about the request or to conduct site inspections. If approved, an Encroachment License will be issued.
2. **Minor Encroachments** will be reviewed by Town staff Requests for Encroachment Agreements that do not have staff support shall be directed to Town Board of Trustees and shall follow the procedures set forth for Major Encroachments. If approved by Town Staff, an Encroachment Agreement will be executed.



(D) **When Encroachments *May Not Be Granted*.** The following encroachment license of agreement requests may not be granted, as determined by the Town Board of Trustees:

1. The proposed encroachment is in conflict with applicable Town Departments and/or applicable utility companies, or
- 2. When construction has commenced prior to the issuance of a required permit from the Town.**

On 01/14/2026 The applicants applied for a Minor Encroachment:

On 1/28/2026 The applicants were denied the Minor Encroachment by the Town Staff.

On 01/28/2026 The applicants submitted to pursue a Major Encroachment.

Today the applicants are here to petition the BOT for a Major Encroachment.



Town of Grand Lake

Planning Department

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

• Phone: 970-627-3435 • Fax: 970-627-9290

• Email: planner@townofgrandlake.com • Website: townofgrandlake.com

PUBLIC PROPERTY ENCROACHMENT APPLICATION FORM

*APPLICATION DEADLINE IS NOON, 14 DAYS PRIOR TO THE NEXT REGULARLY SCHEDULED MEETING

PROPERTY INFORMATION

- Name of Applicant: Jadla Alyssa Helms Email: _____
- Address: 329 Mountain Ave Phone: _____
- City: Grand Lake State: CO Zip: 80447 Fax: _____
- Street Address: 329 Mountain Avenue
- Legal Description: Lot 102 Block 32 Subdivision unk

- TYPE OF REQUEST** • Major Encroachment * (structures, driveways, fences, retaining walls, utilities, etc.) \$100
 (circle one): • Minor Encroachment (at-grade natural drainage, landscaping, gardens, trees, hedges, etc.) \$50
 • Other (explain below)

DESCRIPTION OF REQUEST:

Please allow us to keep the installation of turf + decorative rock border within the town right-of-way adjacent to 329 Mountain Ave

Utility locate scheduled or completed? YES _____ NO X Date scheduled: n/a

Utility locate identification number: _____

REQUIRED ATTACHMENTS:

1. A site plan showing existing features and proposed features including: structures, utilities, driveways, fences, etc.
2. An Agreement for Services
3. Deposit

STAFF USE ONLY

Application Received By: _____

Date / Time: _____

Deposit Amount: _____

Application Complete? _____

Contacted all utility companies?

Completed Indemnification Agreement by property owner holding the Town of Grand Lake harmless?

A copy of the property owner's general liability insurance naming the Town of Grand Lake as an additional insured?

**Alyssa and Jadd Helma
329 Mountain Avenue
Grand Lake, CO 80447**

Date: 1/14/2026

**Town of Grand Lake
P.O. Box 99
Grand Lake, CO 80447**

**Re: Public Property Encroachment Application form –
Town Right-of-Way Improvements (Minor Encroachment)**

Property Address: 329 Mountain Avenue, Grand Lake, Colorado

Dear Members of the Board,

We respectfully submit this letter in support of a **public property encroachment** to allow us to keep the installation of **turf and decorative rock** within the Town of Grand Lake right-of-way adjacent to our property at **329 Mountain Avenue**.

History of Maintenance and Existing Conditions

Since purchasing our home in **2019**, we have consistently **maintained the adjacent right-of-way at our own expense**, including mowing, weed control, dead tree removal, and general upkeep. This area was similarly maintained by the **previous property owners** prior to our purchase. The right-of-way has functioned as a maintained landscape extension of the property for many years, rather than an unimproved or natural area.

Despite ongoing maintenance efforts, the area has proven **difficult and costly to sustain** in its current condition due to environmental and site-specific challenges.

Unique Hardship Conditions

The hardship prompting this request is not self-imposed and stems from **unique physical and environmental conditions** of the site:

- **Aspen Root Infestation:**

Aspen trees in the immediate vicinity continually send root suckers into the right-of-way, resulting in aggressive regrowth, uneven ground, and repeated damage to the

landscape surface. This requires constant removal and has proven unsustainable over time. Please see enclosed pictures.

- **Vole Infestation:**

The area has experienced recurring **vole activity**, causing tunneling and ground instability. This creates safety concerns, damages turf and soil, and raises concern for **potential impacts to underground utility lines and the home's foundation** if left unaddressed. Please see enclosed pictures.

- **Soil Disruption and Erosion:**

The combined effects of root intrusion and burrowing animals make it extremely difficult to maintain traditional landscaping without continual disturbance of the soil.

- **Winter Safety and Snowplow Damage Hardship Due to Undefined Right-of-Way Boundaries**

The property experiences recurring winter hardship due to heavy snowfall and unclear roadway boundaries, which causes snowplows to encroach into the right-of-way, resulting in erosion, surface damage, and unsafe conditions for pedestrians and vehicles. The lack of a stabilized edge leads to repeated freeze-thaw damage, inefficient plowing, and increased maintenance burdens for both the property owner and the municipality. Installing a rock-lined edge provides a visible, durable boundary that improves plowing accuracy, enhances public safety in snow-covered conditions, and reduces ongoing damage and maintenance.

Proposed Solution

We propose keeping the existing landscape treatment with a **professionally installed turf and rock system**, which will:

- Provide a **stable, durable surface** resistant to burrowing and root intrusion
- Improve the **visual appearance** of the right-of-way
- Reduce erosion and uneven ground conditions
- Help maintain the right of way boundary

Public Benefit and Town Impact

Approval of this variance will provide several benefits to the Town of Grand Lake:

- **Reduced municipal maintenance costs**, as mowing, watering, and weed control will no longer be required
- **Water conservation**, eliminating irrigation in the right-of-way
- **Environmental benefits**, including reduced use of fertilizers, herbicides, and fuel-powered equipment
- **Safety benefits**, helping maintain a proper boundary of the right of way
- **Consistent aesthetic improvement**, supported by neighboring property owners through a signed petition

The installation will be **fully maintained by us**, will not impede public access, and will not interfere with utilities or drainage.

Consistency with Community Character

The proposed materials are consistent with the mountain character of Grand Lake, are visually unobtrusive, and represent a long-term, low-impact improvement that aligns with responsible land stewardship.

Conclusion

Due to the **unique environmental hardships**, long-standing private maintenance of the right-of-way, and the clear **public and environmental benefits**, we respectfully request approval of this variance. We believe the proposal represents a practical, sustainable solution that benefits both the Town and surrounding neighborhood.

We have enclosed signed support by many of our neighbors off Mountain Ave and Perry Street who support the installed turf and rock.

Thank you for your time and consideration. We appreciate the opportunity to work collaboratively with the Town of Grand Lake on this matter.

Respectfully submitted,

Jadd Helms Alyssa Helms

[Your Name(s)]


Signature



1/14/26

1/14/26

SITE PLAN

Section 10, Item A.

BLOCK 32
0.26 ACRES +/-

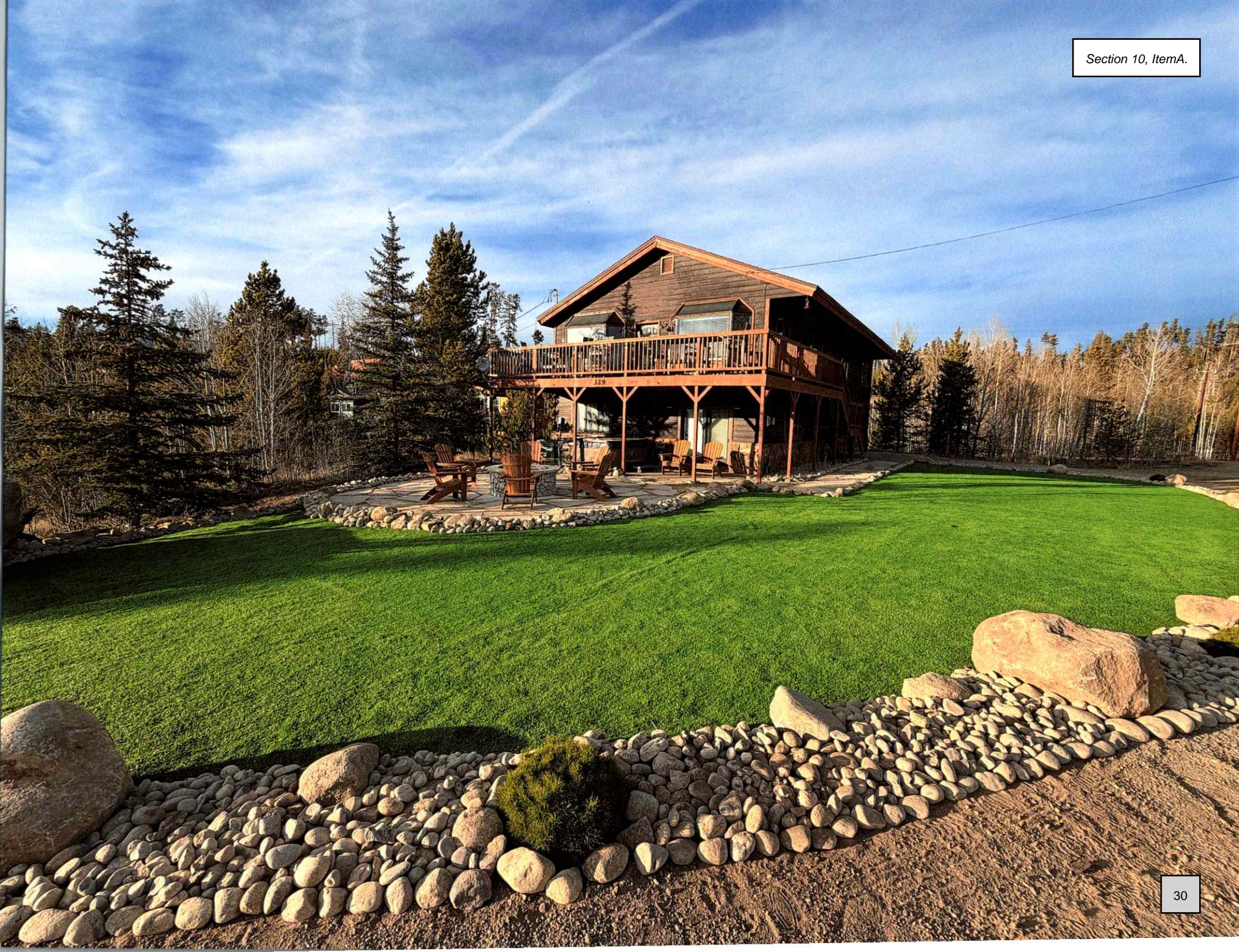


PE
80'
REC. I



Section 10, Item A.





Petition of Neighborhood Support (1 of 3)

Installation of Turf and Rock on Town of Grand Lake Right-of-Way

We, the undersigned residents and property owners in the Town of Grand Lake, Colorado, respectfully submit this petition in support of the installation of **turf and decorative rock** on the Town of Grand Lake right-of-way adjacent to the property located at: 329 Mountain Ave, Grand Lake, Colorado 80447, specifically at the corner of Mountain Ave and Perry Street.

This petition is intended to demonstrate neighborhood support for the installed improvement and to affirm that the installation is beneficial to both the community and the Town of Grand Lake.

Statement of Support

We support the proposed turf and rock installation for the following reasons:

1. **Aesthetic Improvement**

The proposed design is visually appealing, well-maintained in appearance, and consistent with the surrounding neighborhood. It enhances the overall look of the area and contributes positively to property values and community pride.

2. **Reduced Maintenance Costs for the Town**

The turf and rock installation will significantly reduce or eliminate the need for ongoing municipal maintenance such as mowing, irrigation, weed control, and erosion repair. This represents a long-term cost savings and reduced labor burden for the Town of Grand Lake.

3. **Eco-Friendly and Sustainable Solution**

The proposed installation supports environmentally responsible land management by:

- o Reducing water usage
- o Minimizing soil erosion and runoff
- o Eliminating the need for fertilizers, pesticides, and fuel-powered equipment
- o Providing a durable, low-impact surface appropriate for the site
- o Prevents the spread of voles and aspens into neighboring plots that interfere with utility lines and foundation.

4. **Responsible Stewardship of the Right-of-Way**

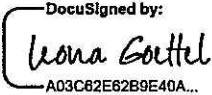
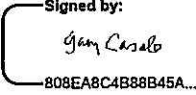

The installation will be professionally maintained by the property owner at 329 Mountain Ave, ensuring it remains safe, clean, and visually appropriate without creating liability or inconvenience for neighboring residents or the Town.

Community Endorsement

By signing below, we confirm that we:

- Have reviewed the proposed improvement
- Believe it is appropriate for the right-of-way
- Support the Town granting approval to keep the installation of turf and rock at this location

Signatures of Support

Name (Printed)	Address	Signature	Date
Leona Goettel	325 mountain ave	 A03C62E82B9E40A...	1/12/2026
Gary Casalo	Gary Casalo	 808E88C4B88B45A...	1/12/2026
Jim and Jan Findlater	Jan and Jim Findlater	 9EA9B41DF17842F...	1/12/2026

Closing Statement

This petition reflects the collective support of nearby residents for a solution that is **aesthetically pleasing, environmentally responsible, and financially beneficial** to the Town of Grand Lake. We respectfully request that the Town consider this community endorsement

Petition of Neighborhood Support (2 of 3)

Installation of Turf and Rock on Town of Grand Lake Right-of-Way

We, the undersigned residents and property owners in the Town of Grand Lake, Colorado, respectfully submit this petition in support of the installation of **turf and decorative rock** on the Town of Grand Lake right-of-way adjacent to the property located at: 329 Mountain Ave, Grand Lake, Colorado 80447, specifically at the corner of Mountain Ave and Perry Street.

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The proposed installation supports environmentally responsible land management by:

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- Minimizing soil erosion and runoff
- Eliminating the need for fertilizers, pesticides, and fuel-powered equipment
- Providing a durable, low-impact surface appropriate for the site
- Prevents the spread of voles and aspens into neighboring plots that interfere with utility lines and foundation.

4. Responsible Stewardship of the Right-of-Way

The installation will be professionally maintained by the property owner at 329 Mountain Ave, ensuring it remains safe, clean, and visually appropriate without creating liability or inconvenience for neighboring residents or the Town.

Community Endorsement

By signing below, we confirm that we:

- Have reviewed the proposed improvement
- Believe it is appropriate for the right-of-way
- Support the Town granting approval to keep the installation of turf and rock at this location

Signatures of Support

Name (Printed)	Address	Signature	Date
BAXTER STRACHAN	321 mountain ave	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> DocuSigned by:  3CFD0206F9D4472... </div>	1/12/2026
Kyle Masterson	220 Park Ave	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> DocuSigned by:  40648D67014E433... </div>	1/11/2026
Edna Stoddard	405 Mountain Ave	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> Signed by:  AA2574EE0429468... </div>	1/11/2026

Closing Statement

This petition reflects the collective support of nearby residents for a solution that is **aesthetically pleasing, environmentally responsible, and financially beneficial** to the Town of Grand Lake. We respectfully request that the Town consider this community endorsement

Petition of Neighborhood Support (3 of 3)

Installation of Turf and Rock on Town of Grand Lake Right-of-Way

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2. Reduced Maintenance Costs for the Town

The turf and rock installation will significantly reduce or eliminate the need for ongoing municipal maintenance such as mowing, irrigation, weed control, and erosion repair. This represents a long-term cost savings and reduced labor burden for the Town of Grand Lake.

3. Eco-Friendly and Sustainable Solution

The proposed installation supports environmentally responsible land management by:

- o Reducing water usage
- o Minimizing soil erosion and runoff
- o Eliminating the need for fertilizers, pesticides, and fuel-powered equipment
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- o Prevents the spread of voles and aspens into neighboring plots that interfere with utility lines and foundation.

4. Responsible Stewardship of the Right-of-Way


The installation will be professionally maintained by the property owner at 329 Mountain Ave, ensuring it remains safe, clean, and visually appropriate without creating liability or inconvenience for neighboring residents or the Town.

Community Endorsement

By signing below, we confirm that we:

- Have reviewed the proposed improvement
- Believe it is appropriate for the right-of-way
- Support the Town granting approval to keep the installation of turf and rock at this location

Signatures of Support

Name (Printed)	Address	Signature	Date
Jill Linden	Jill Linden	 <p>Signed by: Jill Linden F57783243928498...</p>	1/12/2026

Closing Statement

This petition reflects the collective support of nearby residents for a solution that is **aesthetically pleasing, environmentally responsible, and financially beneficial** to the Town of Grand Lake. We respectfully request that the Town consider this community endorsement



Findings into the applicants request:

Artificial turf ([astroturf](#)) in Colorado is considered hazardous to wildlife and the environment due to [PFAS chemicals](#), [microplastics](#), [heat island effects](#), and potential for [animal waste buildup](#), prompting Colorado's 2024 law ([SB24-005](#)) to restrict its use in new developments starting in 2025-2026. The state recognizes turf's negative impacts, including releasing harmful substances into soil and water, contributing to urban heat, and harming local ecosystems by replacing natural habitats, with significant concerns around "forever chemicals" used in manufacturing.

Why Astroturf is Hazardous in Colorado:

- Chemical Leaching: Turf releases plastics [microplastics](#), and [PFAS \(per- and polyfluoroalkyl substances\)](#), known as "forever chemicals," into soil and water, impacting ecosystems.
- Habitat Loss: Replacing natural grass removes food, shelter, and resources for local insects, birds, and mammals, disrupting ecosystems.
- Waste Buildup: Artificial turf can harbor mold, bacteria, and animal waste, require disinfection and posing health risks.

Wildlife Impact:

- Birds and small mammals can mistake plastic pieces for food, leading to internal injuries.
- Contaminants from turf can enter the food web, affecting various species.



In summary, Colorado's legislation reflects growing awareness and action against the significant wildlife and environmental hazards posed by artificial turf.

Conclusion:

In addition to the construction commencing prior to the issuance of a required permit from the Town, the proposed astro turf is not eco-friendly, not consistent with the mountain character of Grand Lake nor proper land stewardship.

Furthermore, Public Right-of-ways should not be privately maintained, especially mowing, weed control, tree removal, and general upkeep. In this case, had the Public Right-of-way been left in its natural state, landscaping and maintenance would not be necessary.

At this time, the Staff requests that the Board approve, approve with conditions, or deny the application



MEMORANDUM

Meeting Date: 3/9/2026

To: Town of Grand Lake Board of Trustees
From: Steve Kudron, Town Manager

Re: Grand Lake Area Chamber of Commerce Transfer of Assets

Trustees:

With the Dissolution of the Grand Lake Area Chamber of Commerce, staff is presenting the Transfer Agreement for the assets of the GLACOC. The need is expressed in the agreement, “the Chamber, after prolonged discussions, meetings and due diligence, and in consideration of all aspects related to meeting the changing needs in the business landscape, in relation to the membership and the opportunities for more efficient use of resources available, the Board of Directors of the Chamber determined it is in the best interests of the Chamber to dissolve and to transfer all operations and assets to the Town of Grand Lake.”

The Town will be utilizing the assets of the Chamber to further the marketing and stewardship efforts for the Town of Grand Lake.

Staff recommend the Board approve the resolution.

Suggested Motion:

I move to approve the Transfer Agreement with the Grand Lake Area Chamber of Commerce.
Or
I move to deny the Transfer Agreement with the GLACOC

TRANSFER & ASSIGNMENT AGREEMENT

This Transfer & Assignment Agreement (this “Agreement”) is made effective as of the 31st day of December 2025, by and between the Grand Lake Area Chamber of Commerce, Inc., a Colorado nonprofit corporation (also known as the Grand Lake Chamber of Commerce) (hereinafter the “Chamber” or the “Transferor”) and the Town of Grand Lake, Colorado, a Colorado municipal corporation (hereinafter the “Town” or the “Transferee”).

RECITALS:

WHEREAS, the Chamber, after prolonged discussions, meetings and due diligence, and in consideration of all aspects related to meeting the changing needs in the business landscape, in relation to the membership and the opportunities for more efficient use of resources available, the Board of Directors of the Chamber determined it is in the best interests of the Chamber to dissolve and to transfer all operations and assets to the Town of Grand Lake.

WHEREAS, the Chamber feels the transition ensures continuity of support for local businesses and allows for an even stronger focus on marketing Grand Lake, Colorado, including an emphasis on boosting off season tourism and vibrancy.

WHEREAS, on December 11, 2025, at a special meeting of the members of the Chamber the membership voted to dissolve the Chamber pursuant to the previously proposed dissolution proposal of the Chamber.

WHEREAS, upon the dissolution of the nonprofit corporation, federal law requires the assets of the nonprofit corporation shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

WHEREAS, the Town of Grand Lake is agreeable to the assumption of all operations and assets of the Chamber for the continued charitable or public benefit.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Transfer. As of the effective date hereof, Transferor agrees to transfer and assign to Transferee, and Transferee agrees to accept from Transferor, all of Transferor’s assets (the “Assets”), including but not limited to cash, tangible property such as vehicles, and any and all office equipment, and intangible property such as data or intellectual property, as may be further described on the attached Exhibit B, attached and incorporated herewith. At the closing, Transferor shall execute and deliver to Transferee the Consent, Assignment and Acceptance in the form attached hereto as Exhibit A (the “Assignment and Consent”).

2. Consideration. The consideration for the transfer the Assets set forth herein is as follows:

- a) Transferee shall accept from Transferor the Assets for good and valuable consideration.
- b) Transferor shall transfer to Transferee the Assets for good and valuable consideration.

3. Effective Date; Closing. The transfer and assignment of the Assets as stated in this Agreement shall be effective as of December 31, 2025.

4. Transferor's Representations. Transferor represents and warrants to Transferee that:

a) The Chamber was incorporated in 1946 for purpose of promoting business and is a tax-exempt organization under Section 501(c)(6) of the Internal Revenue Code of 1986, in addition to holding trademarks or trade names.

b) Transferor has all necessary power and authority to transfer and deliver the Assets to Transferee and to enter into this Agreement and perform its obligations under this Agreement, subject to the terms and conditions of the Bylaws. Transferor is the lawful record and beneficial owner of all of the Assets.

c) Neither the execution and delivery of this Agreement or the Assignment and Consent, nor the consummation of the transactions contemplated by this Agreement, conflicts with, will result in a breach of, or constitutes a default under (upon the giving of notice or lapse of time or both) any agreement, contract, lease, license, instrument or other arrangement to which Transferor is a party or by which Transferor is bound or to which the Assets are subject.

d) This Agreement, assuming valid execution by both parties, is binding upon and enforceable against Transferor in accordance with its terms.

5. Transferee's Representations. Transferee represents and warrants to Transferor that:

a) Transferee has all necessary power and authority to acquire the Assets, and enter into this Agreement and perform its obligations under this Agreement, for the performance of municipal services pursuant to statute and the Colorado Constitution, in pursuit of public benefit.

b) Neither the execution and delivery of this Agreement or the Assignment and Consent, nor the consummation of the transactions contemplated by this Agreement, conflicts with, will result in a breach of, or constitutes a default under (upon the giving of notice or lapse of time or both) any agreement, contract, lease, license, instrument or other arrangement to which Transferee is a party or by which Transferee is bound.

c) This Agreement, assuming valid execution by both parties, is binding upon and enforceable against Transferor in accordance with its terms.

6. Miscellaneous.

a) The validity, construction, enforcement and effect of this Agreement shall be governed exclusively by the laws of the state of Colorado without regard to its conflicts of laws provisions and shall be construed without regard to any rules of construction regarding the party

responsible for the drafting hereof.

b) This Agreement may not be amended or modified except by a writing signed by both parties hereto.

c) The headings of the several clauses in this Agreement are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

d) The recitals to this Agreement constitute an integral part hereof and are incorporated herein by reference. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior oral or written agreements pertaining thereto.

e) This Agreement may be executed in one or more counterparts, including by signature pages delivered in electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

f) Transitional Assistance. The Parties shall cooperate with each other in the orderly transfer of the Assets of the Chamber. Each of the parties hereto shall use its reasonable efforts to take or cause to be taken all actions, to cooperate with the other party hereto, with respect to all actions, and to do or cause to be done all things necessary, proper, or advisable to consummate and make effective the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TRANSFEROR:

GRAND LAKE AREA CHAMBER OF COMMERCE, INC.

By: _____
Patrick Randall, President

ATTEST:

By: _____
Kami Gilmour, Secretary

TRANSFeree:
TOWN OF GRAND LAKE

By: _____
Christina Bergquist, Mayor

ATTEST:

By: _____
Alayna Carrell, Town Clerk

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EXHIBIT A
CONSENT, ASSIGNMENT AND ACCEPTANCE
OF ASSETS

CONSENT

The Chamber, owner of a 100% of all Chamber Assets hereby consents to the transfer of all total Assets to the Town of Grand Lake, pursuant to the terms and conditions of the Agreement.

Grand Lake Area Chamber of Commerce

Dated effective: 12/31/2025

By: _____
Patrick Randall, President

ASSIGNMENT OF ASSETS

The Chamber hereby assigns all Chamber Assets to the Town of Grand Lake.

Grand Lake Area Chamber of Commerce

Dated effective: 12/31/2025

By: _____
Patrick Randall, President

ACCEPTANCE OF ASSETS

Th Town, the assignee al all Assets of the Chamber hereby accepts the foregoing assignment.

Town of Grand Lake

Dated effective: 12/31/2025

By: _____
Christina Bergquist, Mayor

EXHIBIT B
Assets

1. Registered Trademark: “Snowmobile Capital of Colorado”
Colorado Secretary of State Document No. 20171591812
2. Registered Trademark: “Go Grand Lake”
Colorado Secretary of State Document No. 20241502822
3. Registered Trademark: “Go Grand Lake Guidebook”
Colorado Secretary of State Document No. 20241502989
4. Domain name: “gograndlake.com”
5. Remaining Net Balance of Account no. *****3006, *****1203



MEMORANDUM

Meeting Date: 3/9/2026

To: Town of Grand Lake Board of Trustees
From: Steve Kudron, Town Manager

Re: Resolution regarding Colorado Main Street Program

Trustees:

As a component of the dissolution of the Grand Lake Area Chamber of Commerce, the Board discussed the Colorado Main Street program. The Colorado Main Street Program offers support for community-led downtown revitalization. We help communities thrive by providing a customizable framework to focus efforts, energy, and resources. Colorado Main Street is a Main Street America™ Coordinating Program. As a Main Street America™ Coordinating Program, Colorado Main Street helps to lead a powerful, grassroots network of over 40 Coordinating Programs and over 1,200 neighborhoods and communities across the country committed to creating high-quality places and to building stronger communities through preservation-based economic development.

Staff believes this program is a crucial component in the stewardship of the Town as directed by the Board of Trustees.

Suggested Motion:

I move to direct the Mayor to sign the resolution in support of applying to become a Colorado Main Street Community

Or

I move to deny the resolution applying to become a Colorado Main Street Community.

**TOWN OF GRAND LAKE, COLORADO
RESOLUTION 24-2026**

A RESOLUTION AUTHORIZING THE TOWN OF GRAND LAKE TO ENTER INTO AN AGREEMENT TO BECOME AN OFFICIAL MAIN STREET COMMUNITY AND AFFIRMING THE SUPPORT OF BOARD OF TRUSTEES.

WHEREAS, the Town of Grand Lake recognizes the value of the Colorado Main Street Program in supporting community revitalization, economic vitality, historic preservation, and quality of life; and,

WHEREAS, becoming an official Main Street Community will provide Grand Lake with access to technical assistance, strategic planning support, training, resources, and statewide collaboration opportunities that benefit local businesses, residents, and visitors; and,

WHEREAS, Board of Trustees acknowledge the importance of coordinated downtown development, community engagement, and long-term investment in the Town’s commercial district; and,

WHEREAS, the Town of Grand Lake desires to formally enter into a Partnership Agreement with the Colorado Main Street Program in support of these goals.

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

Section 1. That the Board of Trustees and Town Management hereby express their full support for the Town of Grand Lake’s participation in the Colorado Main Street Program and the continued advancement of downtown revitalization efforts.

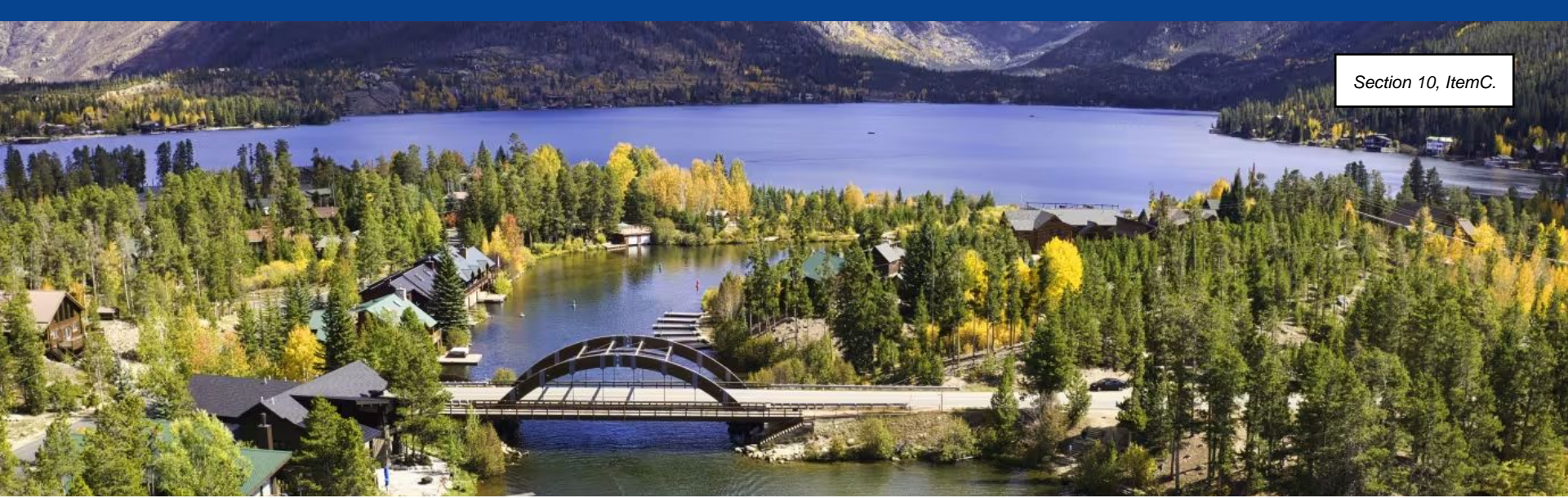
Section 2. That the Mayor and Town Manager are hereby authorized and directed to execute the Partnership Agreement with the Colorado Main Street Program and to take all necessary actions to implement and maintain Grand Lake’s status as an official Main Street Community.

The foregoing Resolution was adopted at a regular meeting of the Board of Trustees, held in Grand Lake, Colorado on the _____ day of _____, 2026.

ATTEST:

Alayna Carrell, Town Clerk

Christina Bergquist, Mayor



COLORADO

Department of Local Affairs

Colorado Main Street: Grand Lake Board of Trustees Meeting

March 9, 2026

Main Street Team

Section 10, Item C.

- Gayle Langley, Main Street Coordinator
gayle.langley@state.co.us, 720-498-0563
- Larry Lucas, Main Street Architect
larry.lucas@state.co.us, 720-402-9303
- Traci Stoffel, Main Street Specialist
traci.stoffel@state.co.us, 720-467-4327
- Matt Gordon, Main Street Specialist
matthew.gordon@state.co.us, 720-241-2688



History of Main Street

Section 10, Item C.

1950s-1960s: Problem

Rise of suburban sprawl and shopping malls led to blight, disinvestment, and demolition of America's downtowns.



1980s: Response & Goal

The National Trust for Historic Preservation created the Main Street Approach to test new revitalization strategies.

Goal: Preservation-based, community-driven revitalization of downtowns through a 4-point approach.

Present: Results

Economic life in traditional commercial districts by preserving their character.



45 years of proven results

Main Street Approach

Organization

Design

Promotion

Economic Vitality



Organization

Section 10, Item C.

Community-led downtown revitalization

- Bringing the community together
- Establishing a vision, mission, and strategic priorities



Organization: Community Interests

Section 10, Item C.

Municipality

- Comprehensive plan (2022)
- Master Plan (incl parks-2018)
- Transportation Plan (underway)

Partners

- EcoDev (GCED)
- Civic (Rotary, Amer. Legion)
- Cultural (GLCD, Historical Orgs, Library)
- Other: Rec District, Women/Men's Clubs

Building and Business Owners

- Retail/Restaurants
- Built environment
- Reasons to come downtown

Residents

- Live
- Work
- Play



Organization: How?

Vision

- Describes what you areas building toward in the future

Mission

- Outlines all the things you are doing in the present to reach that goal

Strategic Plan

- Defines strategy and direction
- Establishes goals

Work Plan

- Takes goals and establishes strategies and actions to achieve them



Colorado Main Street can assist you in developing your plan for the future



Design

Section 10, Item C.

Attractive place where people want to be

- historic preservation
(buildings and businesses)
- walkability / accessibility
- placemaking

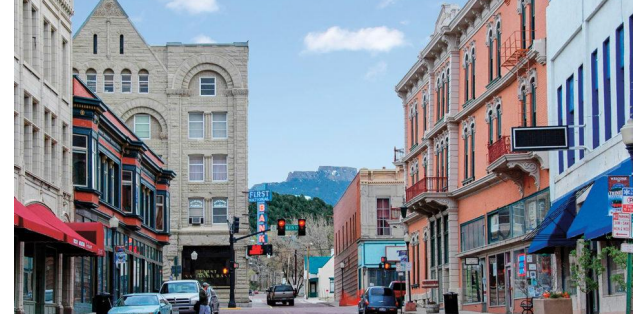


Design: Historic Preservation

Section 10, Item C.

Identify & Designate

- Local committee/commission
- Local, State, or National level of significance
- Designation supports revitalization



Protect & Improve

- Preservation standards
- Sensitive improvements
- Restores authenticity
- Supports local economy



Design: Walkability & Accessibility

Section 10, Item C.

Safety

- Traffic-calming
- Reduce pedestrian risk
- Bicycle lanes
- Lighting

Accessibility

- Many people experience limited mobility in their lives
- Allow everyone to participate in downtown

Support Businesses

- Shoppers arriving by foot or bike spend 8.5% to 25% more than those arriving by car

Public Health

- Walking and biking happen in safe and pleasant places
- 47% of people more likely to be active with sidewalks

Healthy Environment

- Walking, cycling, and transit reduce pollution
- Trees and flowers good for the air and mind

Quality Development

- Dense development generates more tax revenue per acre



Design: Placemaking

Design for People

- Integrate diverse opinions into a cohesive vision

Programs and Uses

- Translate the vision into space and activity

Great Spaces

- Sociability
- Activity
- Comfort
- Public Art

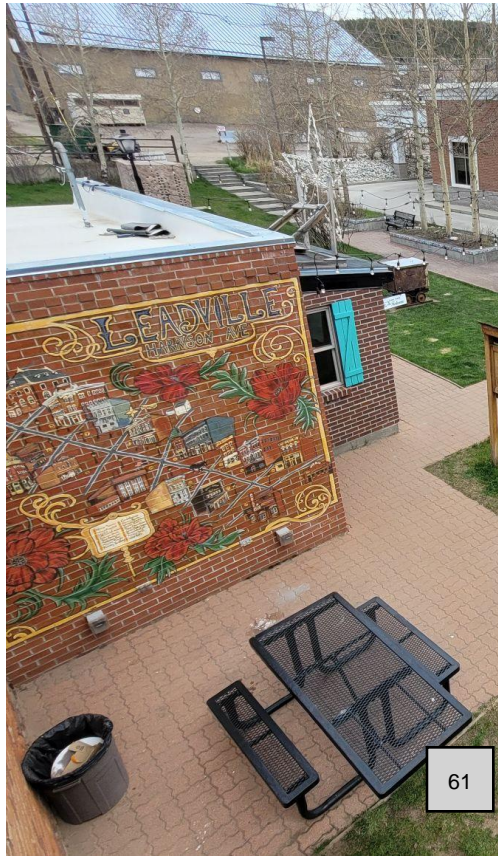
Wayfinding

- Access and linkage
- Highlight points of interest and help people locate them



Design: Placemaking

Section 10, Item C.



Promotion

Section 10, Item C.

Identity and Image

- History
- Architecture
- Cultural
- Creative
- Businesses
- Outdoors



Promotion: Identity and Image

Section 10, Item C.



Promotional Videos!



Promotion: Events

Section 10, Item C.



Economic Vitality

Section 10, Item C.

Supporting Business

- Retention and Expansion
- Encouraging Investment
- Training and Resources

Grand Lake Space to Create!



Economic Vitality: Data-Driven

Section 10, Item C.

Market Analysis

- What do you offer?
- Where are you leaking to other communities?

Buildings/Businesses

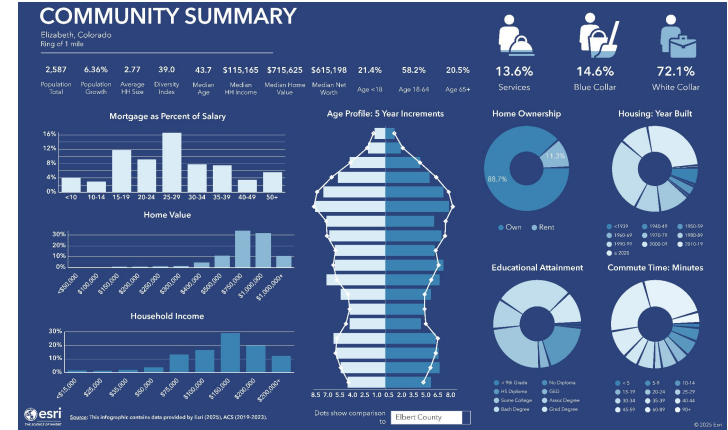
- Building stock?
- Businesses?
- Owners?
- Vacancies

Demographics

- Who are your residents?
- What is your regional market?
- Who else might you attract?

Focus Groups/Surveys

- What do your residents and stakeholders see as a need or opportunity?



Colorado Main Street Program

Webinar – Market Analysis and Opportunity Assessment Users Guide
January 2020



Economic Vitality: Real Estate

Section 10, Item C.

Housing

- The power of mixed-use
- Workforce housing

Adaptive Use

- Existing buildings can serve new functions

Infill

- Appropriate design to activate empty space



Being an Official Colorado Main Street

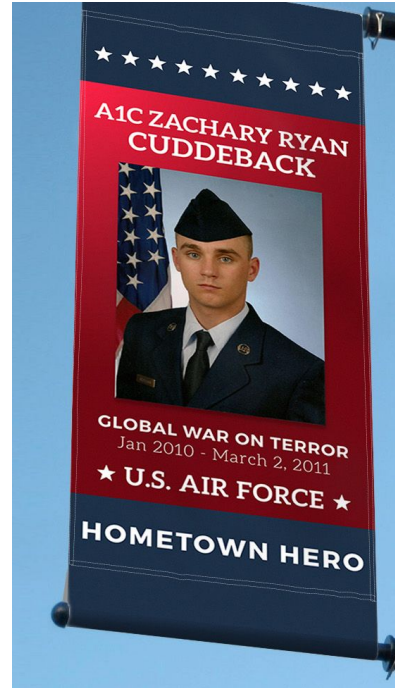


Colorado Main Street: Benefits

Section 10, Item C.

Mini-Grants & Scholarships

- Tangible investments in your community
(Achieving Level: \$25,000 for 5 years)
- Professional development
(\$15,000 for 5 years)



Colorado Main Street: Benefits

Section 10, Item C.

Consulting Services & Technical Assistance

- Consulting pool for targeted projects
(Initial services: Strategic Plan and Branding, \$10,000-\$25,000/community)
- On-call staff
- Monthly office hours
- Professional architect to assist building-business owners

**Uplift Meeker Main Street Program
2025-2028 Strategic Plan**

The Uplift Meeker Main Street Program Strategic Plan 2025-2028 is a three-year roadmap developed by the Board of Directors for Uplift Meeker, a community based organization created in partnership with the Town & the Local Chamber of Commerce. Our Board of Directors includes local community members, business owners and tenants, and civic minded professionals whose partnership serves as a unifying force committed to enhancing and maintaining the heart of Meeker.

Uplift Meeker's 2025-2028 Strategic Plan identifies our organizational mission and purpose and articulates our vision for the future. Our plan provides Program focus by defining four strategic priorities. These strategic priorities will be advanced by completing specific projects in the heart of Meeker through partnerships, collaboration and volunteer support.

Vision:
"We imagine our town full of life – welcoming, connected and proud of its roots."

Mission: We proudly foster economic growth in the heart of Meeker, where we work to preserve the Town's unique charm, support local businesses, and nurture a thriving, vibrant community for all to enjoy.

Main Street Program Four Point Framework for Community Revitalization

Economic Vitality → Design → Promotion → Organization

Uplift Meeker's Strategic Priorities define our program's focus and are aligned with the Colorado Main Street Community Four Point Approach for Community Transformation. The Uplift Meeker Board of Directors leverages key partnerships and resources to advance each Strategic Priority.

Strategic Priorities

1. Boost business engagement and activity in the heart of Meeker.
2. Tell our Story – Promote the value and impact of the Main Street program (Uplift Meeker) and its role in supporting community vitality.
3. Implement projects that preserve, enhance and connect people to the heart of Meeker.
4. Collaborate with the town and partner organizations to align resources and achieve greater impact.



Projects to Advance Priorities
Uplift Meeker leads and advocates for transformative projects that are supported by and rely on the energy and commitment of the Town, local businesses, community organizations and our volunteers who whose work elevates pride in our community.

Boost business engagement and activity in the heart of Meeker.

Projects

- Launch a local business survey focused on exploring "5 big things" we can do to promote and support business success in the heart of Meeker.
- Promote and support development of collaborative events hosted by business owners.
- Install and program a digital, interactive message board in the heart of Meeker.
- Support & collaborate with Town on relocation & welcoming guide.

Tell Our Story – Promote the value and impact of the Uplift Meeker Main Street program and its role in supporting community vitality.

Projects

- Develop a promotions and marketing plan.
- Increase social media presence.
- Refresh Uplift web site and regularly update.

Implement projects that preserve, enhance and connect people to the heart of Meeker.

Projects

- Create a signage plan that defines various types of signage and locations and integrates creative and artistic elements.
- Identify opportunities and funding for pop-up art locations and permanent installations that celebrate our heritage and creative spirit.
- Explore opportunities to work with the Town and DOLA to secure a facade improvement grant for local businesses for facade improvements, painting, frontage facelifts.
- Support private business owners in their pursuit of different grant opportunities that enhance economic vitality.
- Research & identify funding opportunities to design streetscape improvements that help to guide people to the heart of Meeker (landscaped medians, bulb outs, street trees).

Collaborate with the town and partner organizations to develop and align resources and to achieve broader community impact.

Projects

- Host a partnership meeting to share and further define roles & responsibilities of various community organizations and partners working to support the preservation and enhancement of Meeker.
- Work with the Town and other regional partners to develop a comprehensive economic development strategy.
- Host quarterly collaboration meetings with the Chamber, Town, County, and other related organizations to support activities, share resources and implement agreed projects.
- Leverage other town events and activities to cross promote Uplift Meeker and the heart of Meeker.
- Broaden Uplift Meeker Board to get more diverse representation and multi-generational participation.
- Create a structure and foundation to grow the Uplift Meeker volunteer program.



Colorado Main Street: Benefits

Section 10, Item C.

Training & Networking

- Library of resources
- Annual visits
- Site visits
- Presentations to council or board, stakeholders, public
- Webinars
- Listserv
- Grant review, letters of support



Colorado Main Street: Results (2025)

Section 10, Item C.

Increase vitality

Net New Businesses

- 87

Augment Opportunity

Net New Jobs

- 192 FTE
- 111 PTE

Improve Appearance

Façade Work

- 65

Sustainable Development

Public-Private Investment

- ~\$159.4 million



Colorado Main Street: Results (2025)

Section 10, Item C.

Increase Community Pride

Events

- 277
- ~330,000 attending

Add Capacity

Volunteer Hours

- 15,582
- \$603,657 value



Colorado Main Street: Results

Section 10, Item C.

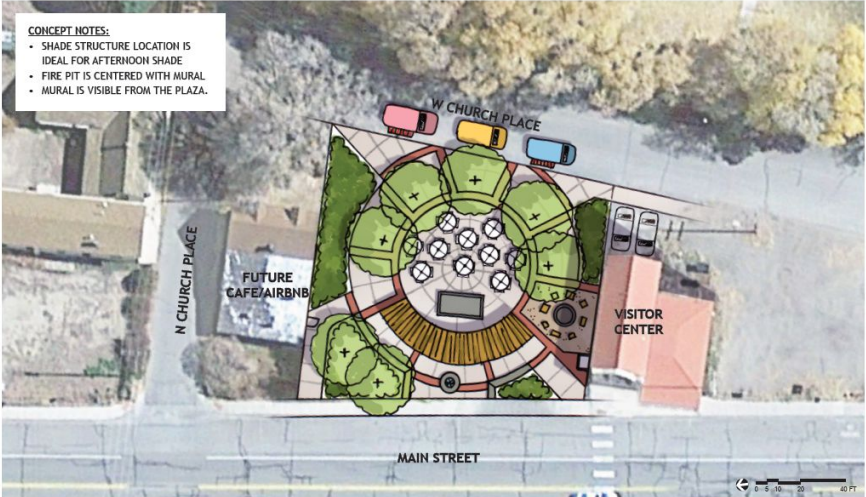


- KEY**
1. Band Stages
 2. Grills + Food Prep
 3. New Coffee Shop
 4. Movie Screen
 5. Fire Pit
 6. Food Truck Parking
 7. Water Feature
 8. New Tree + Garden
 9. Visitor Center Entry
 10. Seating
 11. Pergola

AVRES
300 217 7897 | 1400 N. Main St., Suite 101, Fort Collins, CO 80501
 300 217 7897 | avres@avresinc.com

SAN LUIS PLAZA | DU STUDENT CONCEPT

Project Address | 406 Main Street, San Luis, CO 81152



- CONCEPT NOTES:**
- SHADE STRUCTURE LOCATION IS IDEAL FOR AFTERNOON SHADE
 - FIRE PIT IS CENTERED WITH MURAL
 - MURAL IS VISIBLE FROM THE PLAZA.

AVRES
300 217 7897 | 1400 N. Main St., Suite 101, Fort Collins, CO 80501
 300 217 7897 | avres@avresinc.com

SAN LUIS PLAZA | CONCEPT B

Project Address | 406 Main Street, San Luis, CO 81152



Colorado Main Street: Results

Section 10, Item C.

Highlights:

- UTA completed conceptual design
- MS provided Architectural support to augment concept
- MS hired consultant to complete construction documents
(\$52,300)
- San Luis awarded DOLA EIAF grant **\$1M** to build
- Spring 2025: Activated!



Colorado Main Street: Requirements

Section 10, Item C.

In a nutshell:

- Embrace the Main Street Approach
 - Local lead (“Main Street Manager”)
 - Steering committee or board
 - Community-driven vision, mission, and strategic plan
- Support
 - Local government
 - Key partners
 - Community
- Reporting and Professional Development
 - Quarterly narrative and statistics reports
 - Attend summit and national conference, webinars and meetings



Colorado Main Street: First Steps

- Aspiring Application and Municipal Letter of Support
- Community Awareness
 - City/Town Board or Council
 - Other Key Partners
 - Open House
- Determine Home of Program and paid “Main Street Manager”
- Vision, Mission, and Strategic Plan
- Achieving Application

Colorado Main Street is here to help every step along the way



***Small really does matter: Small steps,
small businesses, small deals, and small developments
can add up to a big impact.***

- Ed McMahon,
Former Board President of Main Street America

***There is simply no more cost effective economic
development program of any type, on any scale,
anywhere in the country than Main Street.***

- Donovan Rypkema,
Author of *The Economics of Historic Preservation*



Thank you



COLORADO

Department of Local Affairs



MEMORANDUM

Meeting Date: 3/9/2026

To: Town of Grand Lake Board of Trustees
From: Steve Kudron, Town Manager

Re: Approval to apply for OLRT Funding for open space

Trustees:

Staff was directed by the Board of Trustees to explore the possibilities of a public private partnership to conserve approximately 1.04 acres of undeveloped land located south of Park Ave and East of Waldon St.

In cooperation with the landowners of a majority of the land, staff has prepared a draft application for submittal to the OLRT grant committee by March 13, 2026. Colorado Open Lands is working with the Town to determine the best avenue of conservancy.

I am including some maps to provide context of the area as well as recent photos.

Staff recommends the Board direct staff to complete and submit the application for OLRT funding to purchase land for open space.

Suggested Motion:

I move to direct the Town Manager to submit the grant application to the Open Lands Rivers and Trails Committee for supportive funding to complete the conservation easement purchase of land located within the Town of Grand Lake.

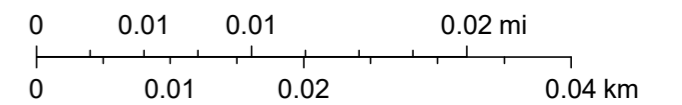
Subject land for COL



3/5/2026, 11:41:28 AM

1:740

- Override 1
- Address
- Roads
- No Account Parcel
- Town Street
- Parcel
- Town
- GrandCountyBounds



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

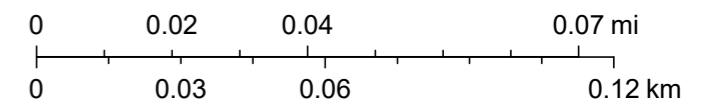
View 2 TOGL Conservation



3/5/2026, 11:44:16 AM

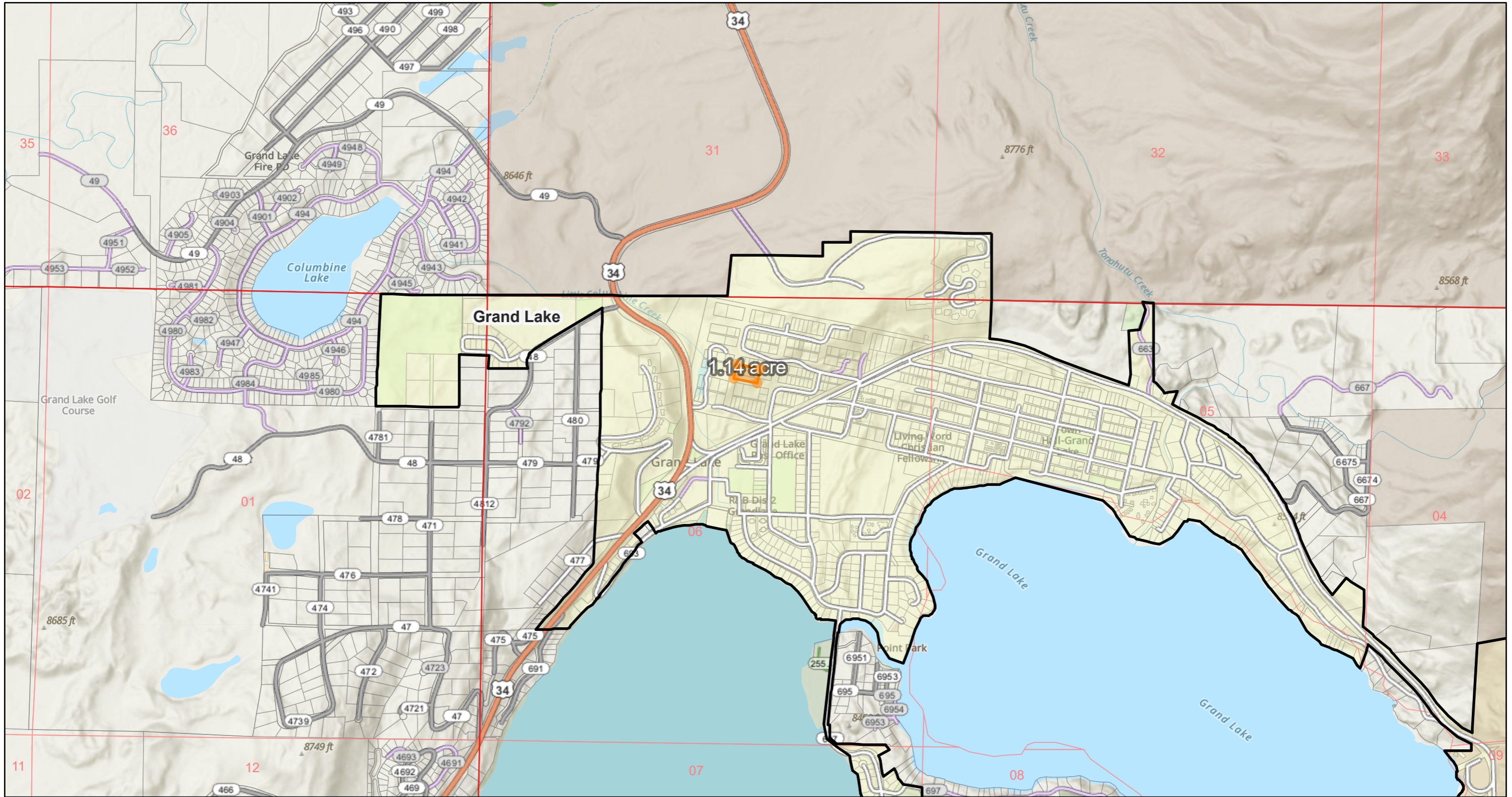
1:2,056

- Override 1 Town
- Override 1 GrandCountyBounds
- Override 1 Roads
- Address — Highway
- Town Street
- Private Road
- Parcel
- Mobile
- No Account Parcel
- Public Lands
- CITY/COUNTY/OTHER



Sources: Esri, Vantor, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap, and the GIS user community

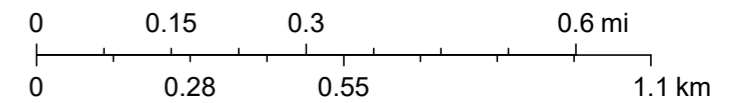
View 3 TOGL Conservation



3/5/2026, 11:47:58 AM

1:17,711

- Override 1
- GrandCountyBounds
- Private Road
- Federal Road
- unbuilt
- Mobile
- No Account Parcel
- Parcel
- Highway
- Town Street
- County Road
- BOR
- STATE
- CITY/COUNTY/OTHER
- Public Lands
- USFS
- NPS
- World_Hillshade



Esri, NASA, NGA, USGS, FEMA



MEMORANDUM

Meeting Date: 3/9/2026

To: Town of Grand Lake Board of Trustees
From: Steve Kudron, Town Manager

Re: Renewal of Rental Agreement with GCWIN

Trustees:

The Grand County Water Information Network uses one of the modular buildings located at Plot A, Block 11, Grand Lake Estates, Second Filing. Staff recommends continue the lease with GCWIN allowing their water work to continue in the area.

Suggested Motion:

I move to direct the Manager to sign the lease with GCWIN for 2026

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of March 2026 by and between the Town of Grand Lake ("Town") and the Grand County Water Information Network ("GCWIN")

ARTICLE 1.0 - RECITALS AND PURPOSE

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

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

ARTICLE 2.0 - DEMISE

- 2.1 For and in consideration of the performance of the covenants and agreement herein contained to be kept and performed by the Parties:
 - a. The Town hereby leases to GCWIN and GCWIN hereby leases from the Town the Leased Premises subject to all land use and building and zoning plans, codes, resolutions and regulations; and subject to all reservations, exceptions, restrictions, covenants and easements of record or visible.
- 2.2 GCWIN agrees to accept the Leased Premises "as is"; and the Town makes no warranty or representation, express or implied, with respect to the merchantability, condition, quality, design, operation, fitness for a particular purpose, or workmanship of the Leased Premises, in any respect whatsoever.
- 2.3 GCWIN agrees to be responsible for all utility costs as long as they have sole possession of the premises. If there are other lessees, GCWIN shall develop a procedure to manage and apportion the building utility costs in a manner deemed fair and reasonable by the other lessees.

- 2.4 Specifically, the Town and GCWIN agree that the southern-most room will be reserved for GCWIN, and that GCWIN will have sole use of the storage room in the common area. In addition, GCWIN will have equal access with other lessees to the kitchen, restrooms and other common areas.

ARTICLE 3.0 - TERM AND TERMINATION

- 3.1 The term of this Lease shall be for a period of one (1) year, commencing January 1, 2026 and ending at midnight on December 31, 2026, unless this Lease shall be sooner terminated in accordance with the other provisions hereof.
- 3.2 The Town may terminate this Lease at any time upon not less than Sixty (60) days written notice to GCWIN, if, in the Town's judgment, such termination is necessary for the Town's intended use of the Leased Premises, to permit the sale or transfer of the Leased Premises, or for any other reason deemed appropriate by the Town.
- 3.3 GCWIN may terminate this Lease at any time upon not less than Sixty (60) days written notice to Town, if, in GCWIN's judgment, such termination is deemed appropriate by GCWIN.

ARTICLE 4.0 - RENT

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

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

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

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

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

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

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

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

ARTICLE 7.0-TAXES

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

ARTICLE 8.0 - INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

- 8.5 Failure on the part of GCWIN to procure and maintain policies providing the required insurance coverage, conditions, and minimum limits provided in this Article shall constitute a material breach of this Agreement, for which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all sums so paid by the Town shall be repaid by GCWIN upon demand.
- 8.6 The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 *et seq.*, as from time to time amended, or otherwise available to the Town or its officers, agents or employees.

ARTICLE 9.0 - ASSIGNMENT OR SUBLETTING

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

ARTICLE 10.0-DEFAULT BY GCWIN; REMEDIES

- 10.1 If GCWIN defaults in the performance of any of its obligations under this Lease, the Town may give written notice of such default to GCWIN. If the default is not cured within ten (10) days after such written notice is given, the Town may elect to terminate this Lease by giving a further written notice of such termination to GCWIN. If such further notice is given, this Lease shall terminate on the date fixed in such notice as completely as if that were the date herein definitely fixed for expiration of the term of this Lease, and GC WIN shall then surrender the Leased Property to the Town.
- 10.2 No remedy conferred upon or reserved to the Town shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

ARTICLE 11.0 - NOTICE

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

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

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

ARTICLE 12.0 - MISCELLANEOUS PROVISIONS

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

IN WITNESS WHEREOF, the Parties have hereunto subscribed their signatures, effective January 1, 2026.

TOWN OF GRAND LAKE

BY:

Christina Bergquist, Mayor

ATTEST:

Alayna Carrell, Town Clerk

GRAND COUNTY WATER INFORMATION NETWORK

BY: _____
Jessica Alexander, Chair

ATTEST: _____
Kyle Masterson, Executive Director



MEMORANDUM

Meeting Date: 3/9/2026

To: Town of Grand Lake Board of Trustees
From: Steve Kudron, Town Manager

Re: Renewal of Lease for Grand Lake Area Historical Society

Trustees:

Trustees:

The Grand County Water Information Network uses one of the modular buildings located at Plot B, Block 11, Grand Lake Estates, Second Filing. Staff recommends Town continue the lease with GLAHS allowing their important historical work to continue in the area.

Suggested Motion:

I move to direct the Manager to sign the lease with GLAHS for 2026

LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 9th day of March 2026 by and between the Town of Grand Lake ("Town") and the Grand Lake Area Historical Society ("GLAHS")

ARTICLE 1.0 - RECITALS AND PURPOSE

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

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

ARTICLE 2.0 - DEMISE

- 2.1 For and in consideration of the performance of the covenants and agreement herein contained to be kept and performed by the Parties:
 - a. The Town hereby leases to GLAHS and GLAHS hereby leases from the Town the Leased Premises subject to all land use and building and zoning plans, codes, resolutions and regulations; and subject to all reservations, exceptions, restrictions, covenants and easements of record or visible.
- 2.2 GLAHS agrees to accept the Leased Premises "as is" and the Town makes no warranty or representation, express or implied, with respect to the merchantability, condition, quality, design, operation, fitness for a particular purpose, or workmanship of the Leased Premises, in any respect whatsoever.
- 2.3 GLAHS agrees to be responsible for all utility costs as long as they have sole possession of the premises. If there are other lessees, GLAHS shall develop a

procedure to manage and apportion the building utility costs in a manner deemed fair and reasonable by the other lessees.

- 2.4 Specifically, the Town and GLAHS agree that the center of the structure will be reserved for GLAHS, and that GLAHS will have sole use of the storage room in the common area. In addition, GLAHS will have equal access with other lessees to the kitchen, restrooms and other common areas.

ARTICLE 3.0 - TERM AND TERMINATION

- 3.1 The term of this Lease shall be for a period of one (1) year, commencing January 1, 2025, and ending at midnight on December 31, 2025, unless this Lease shall be sooner terminated in accordance with the other provisions hereof.
- 3.2 The Town may terminate this Lease at any time upon not less than Sixty (60) days written notice to GLAHS, if, in the Town's judgment, such termination is necessary for the Town's intended use of the Leased Premises, to permit the sale or transfer of the Leased Premises, or for any other reason deemed appropriate by the Town.
- 3.3 GLAHS may terminate this Lease at any time upon not less than Sixty (60) days written notice to Town, if, in GLAHS's judgment, such termination is deemed appropriate by GLAHS.

ARTICLE 4.0 - RENT

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

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

- 5.1 GLAHS may occupy and use the Leased Premises for its inventorying items donated to the GLAHS, maintaining its website and other general affairs relating to the GLAHS. No other uses of the Leased Premises shall be permitted without the written consent of the Town.
- 5.2 GLAHS may dispose of up to one bag of refuse (no more than one forty-gallon bag) per month in the Town operated dumpster located at the Public Works Facility.

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

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

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

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

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

requested by the Town following the expiration or termination of this Lease, GLAHS shall promptly remove any improvements installed by GLAHS and shall restore the real property to the condition it was upon the commencement of this Lease.

ARTICLE 7.0-TAXES

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

ARTICLE 8.0 - INDEMNIFICATION AND INSURANCE

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

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

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

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

Such insurance shall be maintained in amounts of not less than \$1,000,000.00 for

injury to one person in any single occurrence and not less than 2,000,000 in the aggregate, or such larger amounts as correspond with the recovery limits applicable to governmental entities under C.R.S. 24-10-114(1) as the same may be from time to time amended. The policy shall be endorsed to include the Town as additional insured and to provide that the coverage afforded under the policy shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. Such coverage shall be primary insurance, and any insurance carried by the Town or carried or provided through any insurance pool to which the Town belongs shall be excess and not contributory insurance to that provided by GLAHS. Upon the Town's request, GLAHS shall promptly furnish the requesting entity with a certificate of insurance evidencing the insurance coverage required by this Paragraph.

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

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

ARTICLE 9.0 - ASSIGNMENT OR SUBLETTING

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

ARTICLE 10.0-DEFAULT BY GLAHS; REMEDIES

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

GLAHS shall then surrender the Leased Property to the Town.

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

ARTICLE 11.0 - NOTICE

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

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

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

ARTICLE 12.0- MISCELLANEOUS PROVISIONS

- 12.1 This lease shall be construed under and shall be governed by the Laws of the State of Colorado, the District Court of Grand County which shall have exclusive jurisdiction over any court action arising there from.
- 12.2 This Lease embodies the entire agreement and understanding between the Parties relating to the subject matter hereof and may not be altered or amended except by a written document signed by both Parties and specifically referring hereto.
- 12.3 Except as otherwise expressly provided herein, this Lease and the rights and duties of the Town and GLAHS hereunder shall be binding upon and shall inure to the benefit of their respective successors and permitted assigns.
- 12.4 Consistent with Article X, § 20 of the Colorado Constitution, any: financial

obligation of the Town under this Lease not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year. To the extent that any of the Town's obligations under this Lease are deemed to constitute a multi-year fiscal obligation, the Town's performance will be conditioned upon annual appropriation by the Town Council, in its sole discretion.

12.5 The Town and its officers, attorneys and employees are relying on, and do not waive or intend to waive by any provision of this Lease, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

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

TOWN OF GRAND LAKE

BY:
Christina Bergquist, Mayor

ATTEST:

Alayna Carrell, Town Clerk

GRAND LAKE AREA HISTORICAL SOCIETY

BY:
Jim Cervenka, President

ATTEST:

Elin Capps, Secretary



MEMORANDUM

Meeting Date: 3/9/2026

To: Town of Grand Lake Board of Trustees
From: Steve Kudron, Town Manager

Re: Lease Renewal

Trustees:

Trustees:

Logan Cross has been renting 195 CR48 Unit 2 under a year to year lease since 2023. His residence has been helpful to the safety of the materials and equipment stored at the location. Logan has had no complaints during this time of rental.

Staff has negotiated with the Lessee a new lease which includes an increase in rent of \$500 per month.

Included is the proposed new lease.

Proposed Motion

If the Board wishes to enter into the attached lease it should approve the following motion:

I move to instruct the mayor to sign the attached lease for a one-year term with Logan Cross.

LEASE AGREEMENT

THIS LEASE AGREEMENT, hereinafter called the "Agreement", is made and entered into as of the 9th day of March , 2026, by and, between the **TOWN OF GRAND LAKE, COLORADO**, hereinafter "Town", a Colorado statutory municipality and Logan Cross , hereinafter "Tenant." The Town and the Tenant are each referred to herein as a "Party" and, collectively, as the "Parties."

WITNESSETH:

WHEREAS, the Town is the owner of certain real Property and improvement thereon located at 195 GCR 48 Unit 2, Grand Lake, Colorado, 80447, (the Property"); and

WHEREAS, the Town is not currently and does not foresee utilizing the Property for Governmental purposes in the near future; and

WHEREAS, the Tenant is an employee of the Town; and

WHEREAS, the Town desires to lease the Property to Tenant; and

WHEREAS, the Tenant desires to lease the Property from the Town; and

NOW THEREFORE, in consideration of the mutual obligations and other consideration set forth herein, the Parties agree as follows:

**ARTICLE 1
MONTH-TO-MONTH LEASE**

1. This Agreement shall be considered a month-to-month lease of the Property. The Tenant shall be allowed to occupy the Property on a month-to-month basis starting on January 1, 2026 and ending upon notice of one month (31 days) notice from either Party to the other Party (the "Lease Term"). It is recognized that the minimum termination period of the State of Colorado is time-dependent and the State law should be followed.

2. This Agreement is expressly conditioned upon the current and continued employment of Tenant by Landlord as an employee of the Town of Grand Lake. In the event Tenant ceases to be employed by the Town of Grand Lake, the Landlord may, in its sole discretion, modify or terminate this Agreement without notice. Such modification may include immediate eviction of Tenant from the Property.

**ARTICLE 2
TERMS OF RENT**

The Tenant shall pay the Landlord, in equal monthly instalments, \$1,500.00 (the "Rent"). The Rent shall be due on the first day of each month (the "Due Date") and paid under the following instructions:

a. Rent shall be paid by check made payable to the Town of Grand Lake in person at 1026 Park Avenue, Grand Lake, Colorado, 80447.

b. Tenant shall deposit with the Town a five hundred dollar (\$500.00) refundable damage deposit (the "Damage Deposit") for the faithful performance of the Tenant under the terms and conditions of this Agreement. The Damage Deposit is required by the Tenant upon execution of this Agreement. The Damage Deposit shall be returned to the Tenant, minus any damages excluding normal wear and tear to the Property, no later than thirty days after the termination of the Lease Term. The Damage Deposit shall not be credited towards any Rent unless the Town gives their written consent.

c. If Rent is not paid on the Due Date, there shall be a late fee of twenty-five (\$25) dollars every day Rent is late (the "Late Fee"). Rent is considered late when it has not been paid within seven (7) days after the Due Date.

d. Notwithstanding any provision to the contrary contained herein, the Rent of \$1,500 per month may be reduced by five hundred dollars (\$500) per month for each month in which the Tenant completes the following maintenance and repair to the Property to the satisfaction of the Town:

Routine maintenance and periodic heat checks.

**ARTICLE3
UTILITIES**

The Town shall be solely responsible for the timely and complete payment of all utilities for the Property during the Lease Term.

**ARTICLE4
MOVE-IN INSPECTION**

Before, at the time of the Tenant accepting possession, or shortly thereafter, the Town and the Tenant agree to inspect the Property and write any present damages or needed repairs on a move-in checklist.

**ARTICLE 5
PETS**

1. The Tenant may have up to one (1) Cat at the property during the Lease Term.

ARTICLE6

OCCUPANTS OF PROPERTY

- 1. This Premises is to be occupied strictly as a residential dwelling with the following individual(s) in addition to the Tenant:

Occupant Name: Logan Cross

There are no Occupants other than the Tenant: _____

- 2. Each individual Tenant or Occupant is considered jointly and individually liable for all of this Agreement's obligations, including but not limited to Rent.

**ARTICLE 7
NOTICES**

Any notices to be sent by the Town or the Tenant to each other shall use the following addresses:

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

Tenant
PO Box 924
Tabernash CO 80478

**ARTICLES
POSSESSION**

Tenant has examined the condition of the Premises and by taking possession acknowledges that they have accepted the Premises in good order and in its current condition except as herein otherwise stated. Failure of the Landlord to deliver possession of the Premises at the start of the Lease Term to the Tenant shall terminate this Agreement at the option of the Tenant. Furthermore, under such failure to deliver possession by the Landlord, and if the Tenant cancels this Agreement, any pre-paid rent, fees, including if the Tenant paid a fee during the application process before the execution of this Agreement shall be returned to the Tenant.

**ARTICLE 9
MAINTENANCE, REPAIRS, OR ALTERATIONS**

The Tenant shall, at their own expense and at all times, maintain premises in a clean and sanitary manner, and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. The Tenant may not make any alterations to the leased premises without the consent in writing of the Landlord. The Landlord shall be responsible for repairs to the interior and exterior of the building. If the Premises includes a washer, dryer, freezer, dehumidifier unit and/or air conditioning unit, the Landlord makes no warranty as to the repair or replacement of units if one or all shall fail to operate. The Landlord will place fresh batteries in all battery-operated smoke detectors when the Tenant moves into the premises. After the initial placement of the fresh batteries it is the responsibility of the Tenant to replace batteries when needed. A monthly "cursory" inspection may be required for all fire extinguishers to make sure they are fully charged.

**ARTICLE 10
INDEMNIFICATION**

The Landlord shall not be liable for any damage or injury to the Tenant, or any other person, or to any property, occurring on the Premises, or any part thereof, or in common areas thereof, and the Tenant agrees to hold the Landlord harmless from any claims or damages unless caused solely by the Landlord's negligence. It is recommended that renter's insurance be purchased at the Tenant's expense.

**ARTICLE 11
DEFAULT**

If the Tenant fails to comply with any of the financial or material provisions of this Agreement, or of any present rules and regulations or any that may be hereafter prescribed by the Town, or materially fails to comply with any duties imposed on the Tenant by statute or State laws, within the time period after delivery of written notice by the Town specifying the non-compliance and indicating the intention of the Town to terminate the Agreement by reason thereof, the Town may terminate this Agreement. If the Tenant fails to pay rent when due and the default continues for the time-period specified in the written notice thereafter, the Town may, at their option, declare the entire balance (compiling all months applicable to this Agreement) of rent payable hereunder to be immediately due and payable and may exercise any and all rights and remedies available to the Town at law or in equity and may immediately terminate this Agreement.

The Tenant will be in default if: (a) Tenant does not pay rent or other amounts that are owed; (b) Tenant, their guests, or the Occupant(s) violate this Agreement, rules, or fire, safety, health, or criminal laws, regardless of whether arrest or conviction occurs; (c) Tenant abandons the Premises; (d) Tenant gives incorrect or false information in the rental application; (e) Tenant, or any Occupant(s) is arrested, convicted, or given deferred adjudication for a criminal offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute; (f) any illegal drugs or paraphernalia are found in the Premises or on the person of the Tenant, guests, or Occupant(s) while on the Premises and/or; (g) as otherwise allowed by law.

**ARTICLE 11
MISCELLANEOUS PROVISIONS**

Cumulative Rights. All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the Town, or Tenant, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

Non-Waiver. The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition, or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

Non-liability Of Individuals Other Than Tenant. With the exception of Tenant, no director, officer, agent, or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or of any supplement, modification or amendment to this Agreement because of any breach thereof, or because of its or their execution or attempted execution of the same.

Limitation On Use. Tenant shall not use, or permit the use of the Property, or any part thereof, for any purpose or use other than those authorized by this Agreement. Neither shall Tenant permit nor suffer any disorderly noise or nuisance whatsoever about the Property, or other Town Property.

Governing Law. This Agreement shall be performable and enforceable in the Town of Grand Lake, Colorado, and shall be construed in accordance with the laws of the State of Colorado.

Benefits. This Agreement is made for the sole and exclusive benefit of the Town and the Tenant and is not made for the benefit of any third party.

Construction. In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Headings. The titles of the several articles of this Agreement are inserted herein for convenience only, and are not intended and shall not be construed to affect in any manner the terms and provisions hereof, or the interpretation or construction thereof.

Attorney Fees. In the event any legal action or proceeding is brought to collect sums due or to become due hereunder or any portion thereof or to enforce compliance with this Agreement for failure to observe any of the covenants of this Agreement, the losing party agrees to pay to the prevailing party such sums as the Court may judge reasonable attorneys' fees and costs to be allowed in such action or proceeding and in any appeal therefrom.

Entire Agreement. This Agreement, which is the entire agreement between the parties hereto, supersedes all prior agreements, understandings, warranties or promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

Severability. In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either the Town or Tenant in his or its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.

Surrender Of Possession. Upon the expiration of this Agreement or its earlier termination as herein provided, Tenant shall remove all of its personal property from the Property and all other Town Property and surrender entire possession of its rights to the Town and its improvements upon the expiration or termination of this Agreement.

Force Majeure. Neither the Town nor the Tenant shall be deemed in violation of this Agreement if prevented from performing any of its obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortage of energy or materials, acts of God or nature, act of public enemy, acts of superior governmental authority, weather conditions, rights, rebellion, sabotage or any other circumstances that are not within its control.

No Limitation On Oeneral Powers. Nothing in this Agreement shall be construed as in any way limiting the general powers of the Town to fully exercise their governmental functions or their obligations under any bond covenants or federal, state or local laws rules or regulations.

No Relationship. Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of employer and employee, principal and agent or a partnership or a joint venture between the parties hereto. the Town shall not be responsible for any debts or obligations whatsoever of Tenant.

Survival. To the extent necessary to carry out all of the terms and provisions hereof, the aid terms, obligations, and rights set forth herein required shall survive and shall not be affected by the expiration or termination of this agreement.

SIGNATURES ON FOLLOWING PAGE

TOWN OF GRAND LAKE

Steve Kudron, Town Manager

Date

TENANT

Logan Cross

Date

DATE