



# GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING AGENDA

Monday, March 24, 2025 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*

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

<https://us06web.zoom.us/j/89955057185>

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

United States: 719-359-4580

Meeting ID: 899 5505 7185

## **WORK SESSION 4:00 PM**

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Joint Workshop Planning Commission and BOT
  - A. Downtown District Planning Vision

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

1. Call to Order
2. Pledge of Allegiance
3. Announcements
4. Roll Call
5. Conflicts of Interest
6. Manager's Report
  - A. March 24, 2025
7. Public Comments (Limited to 3 Minutes)
- H. Consent Agenda
  1. Accounts Payable - March 24, 2025

**9. Items of Discussion**

**A. Financial Reports**

**B. QUASI-JUDICIAL** Special Event Liquor Permit Application & Resolution 21-2025, a Resolution Setting Certain Fees for a Special Event Liquor Permit for Kevin's Outreach for Local Emergencies, Special Event, "Chili Cookoff"

**C.** Consideration to Approve a New Special Event Application for Yarmony Music, LLC. for Their Event, "Colorado Headwater Festival" on July 10th, 2026, and July 11th, 2026

**D.** Consideration of Ordinance 02-2025 - Annexing to the Town Certain Real Property Located in Unincorporated Grand County at 120 County Road 663, Zoning Such Property as Single Family Residential - High Density, and Authorizing the Mayor to Sign the Associated Annexation Agreement

**E.** Request to Continue Consideration of a Shoreline Variance on Lot 6, Shadow Pointe, More Commonly Referred to as 300 Lakeside Drive to a Date Certain After May 7, 2025

**F.** Consideration of Ordinance 03-2025 to Approve Compensation for Planning Commission

**G.** Request to Appoint Fraser Trustee Adam Cwiklin as Grand County Municipal Utility Representative to the Colorado Basin Roundtable

**10. Future Items for Consideration**

**11. Mayor's Report**

**12. Adjourn Meeting**



**MEMORANDUM**

Meeting Date: 3/24/2025

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

**Re: Joint Workshop regarding Design Standards in the Central Business District**

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At the March 5, 2025, meeting of the Grand Lake Planning Commission, several topics regarding current design standards and their intent were discussed. Staff prepared a memo that highlighted many issues regarding the central business district.

Ordinance 04-2022 defined adding Central Business District definitions to the Town Code. Staff has included the ordinance for reference.

Additionally, the Town’s Space to Create project, located in the Central Business District, should reflect the characteristics outlined in the ordinance.

Staff has included Ordinance 04-2022, the March 5, 2025, Planning Commission Memo and sketch design drawings of the Space to Create project.

The Board of Trustees and Planning Commission should confer and discussions interpretations to the relevant parts of the design code to provide guidance to staff when preparing development projects located within the Central Business District.



## PLANNING COMMISSION STAFF MEMORANDUM

**DATE:** March 24, 2025  
**TO:** Mayor Bergquist and Trustees; Chairman Shockey and Planning Commissioners  
**FROM:** Josh Olhava, AICP, Town Planning Consultant - Planning Department  
**SUBJECT:** **Land Use Regulations** – Interpretations and direction on elements that are unclear, contradictory, and/or are not specified.

### Overview and Analysis

Staff have identified a few land use regulations and intended criteria that may be unclear or cause inconsistencies when interpreting and applying the regulations. This list is a result of our team’s ongoing review and familiarity with the code, industry best practices, and property owner and resident inquiries.

1. Building Façade Step Backs: Sec. 12-7-4(C)1.(a)2. – Design Standards for Structures.  
*“After the first two (2) stories or twenty-four (24) feet, each additional story shall step back the street wall a minimum of twelve (12) feet to preserve the viewshed from street level.”*

### Questions:

- Should the step back criteria apply to a mixed-use structure and/or when a building’s setback from the property line is at specified minimum distance creating relief from the sidewalk and street, as intended in code?
- Does the step back height limit of twenty-four (24) feet include parapet walls, balcony or patio railings, or other architectural design or safety features?

### Staff Analysis:

- The code prefaces that the step back criteria is for the street wall *adjacent to the sidewalk and/or street when a building is constructed to or near the front or side property lines of a site. The goal is to continue the connected network of comfortable and inviting pedestrian paths that form a transition...*
- The code further specifies that this criteria applies to commercial structures and commercial projects. The only definition related to commercial in the code is ‘commercial space’ in Sec. 12-2-6, which states: *“Uses permitted by right in the Commercial District and the Commercial Transitional District excluding single family, multi-family attached rental units, condominiums, townhouses, condo/hotels, and parking lots.”*
- The code does not clearly state at what distance away from the sidewalk and/or street that the step back criteria may no longer apply. The phrasing ...constructed to or near the front or side property lines of a site leave a gap for interpretation.
- Additionally, the code is not completely clear if the step back criteria should apply to mixed-use structures, in addition to commercial structures.
  - **Consideration 1:** The step back criteria applies to all commercial and mixed-use projects as specified in code. Mixed-use projects include commercial uses, and the intent is architectural design and relief from buildings “adjacent to” and *“...constructed to or near the front and side property lines.”*
  - **Consideration 2:** The step back criteria may not apply to structures when the primary building mass is setback from the main property line as the code language specifies *“...constructed to or near the front or side property line...”*



With the step back criteria listing a minimum of twelve (12) feet being the step back distance, we could consider that if the primary building mass is setback a minimum of twelve (12) feet and meets the other code criteria for height and architectural design elements, then you could theoretically construct a two and a half or three-story structure without the step back requirement applying.

- **Consideration of step back twenty- four (24) feet measurement:** Parapet walls, railings roof pitches, and other architectural or safety elements do not count towards the twenty-four (24) foot height requirement of the step back as the intent is to create relief in building mass and large wall surfaces.

2. Private Open Space Eligible Elements: Sec. 12-2-6 – Open Space (Private) Definition.  
*“Undisturbed, revegetated or improved land dedicated to the common use of all residents of a subdivision, condominium, townhouse, or mixed-use development which is intended to provide visual openness and recreational use for that development.” ... “Uses listed below include but are not limited to the following:”*

<i>PERMITTED (May be used in the Private Open Space Land Area Requirement)</i>		<i>NOT PERMITTED (May not be included in the Private Open Space Land Area Requirement)</i>	
1.	<i>Uncovered swimming pools</i>	1.	<i>Covered swimming pools</i>
2.	<i>Sports field*</i>	2.	<i>Bleachers</i>
3.	<i>Pathways, trails</i>	3.	<i>Driveways, parking and loading areas</i>
4.	<i>Tennis courts (open air)</i>	4.	<i>Tennis courts (enclosed or covered)</i>
5.	<i>Volleyball courts</i>	5.	<i>Racquetball courts</i>
6.	<i>Playgrounds</i>	6.	<i>Handball courts</i>
7.	<i>Picnic grounds</i>	7.	<i>Bandstands, theaters</i>
8.	<i>Shuffleboard, horseshoes, badminton</i>	8.	<i>Club houses</i>
9.	<i>Unenclosed basketball courts</i>	9.	<i>Saunas, hot tubs</i>
10.	<i>Ponds, lakes, creeks</i>	10.	<i>Balconies***</i>
11.	<i>Pedestrian bridges</i>	11.	<i>Greenhouses</i>
12.	<i>Gardens</i>	12.	<i>Decks***</i>



<i>PERMITTED (May be used in the Private Open Space Land Area Requirement)</i>		<i>NOT PERMITTED (May not be included in the Private Open Space Land Area Requirement)</i>	
13.	<i>Horse corrals</i>	13.	<i>Streets</i>
14.	<i>Patios and plazas**</i>	14.	<i>Buildings/Other accessory structures</i>
15.	<i>Walkways</i>	15.	<i>Recreation center buildings</i>
16.	<i>Fences and walls</i>	16.	<i>Gazebos</i>
17.	<i>Snow Storage****</i>	17.	<i>Boathouses</i>
		18.	<i>Animal stables and shelters</i>
		19.	<i>Golf Courses</i>
<i>*Includes baseball, soccer, football, rugby, etc.</i>			
<i>**Independent of structure and at grade</i>			
<i>***Connected to structures and at or above grade</i>			
<i>****No more than 50% may be counted and only if placed on pervious landscaped areas that have been designed to connect to an adequate drainage system, as approved by the Town</i>			

**Questions:**

- Can private open space be counted for covered walkways and at-grade patios?
- Do rooftop gardens and garden spaces not at grade level count towards private open space calculations?

**Staff Analysis:**

- Staff is interested in learning more about the makeup of the permitted and non-permitted private open space uses and how they were determined. There are similarities and conflicts between permitted uses compared to non-permitted uses. For example, volleyball courts are permitted but racquet courts are not permitted, and at grade patios and plazas are permitted but balconies and decks are not permitted. These are good examples of similar spaces or uses that create conflict in code for why one is permitted, and the other is not. This may be a strong candidate for a future code clean-up. Many communities allow some of the non-permitted uses above as permitted open space considerations as it achieves and meets the intent and goals for private open space.
  - Code is clear that connected at or above grade decks and balconies are not-permitted, and plazas and patios need to be at grade; however, in Sec. 12-7-



5(B)1.b. – Design Standards for Public and Open Spaces, and image of an above grade deck structure for outdoor seating is listed as an “example of positive open space development.” This raises the question if balconies and decks were intended to count as a permitted open space originally if the design criteria shows this example.

- While not expressly stated within Sec. 12-2-6, Sec. 12-7-5 – Design Standards for Public and Open Spaces does highlight covered boardwalks as allowed and supported open space design.
- Gardens may take many shapes and forms. The Code is absent on a definition for garden and when looking at industry examples, gardens can include rooftop, raised gardens, garden walls, and areas that serve as a garden on a balcony. Based on this understanding, a garden could be defined on a space above ground level if shown and incorporated in plans.
  - **Consideration of covered walkways and patios:** Covered walkways and patios may be counted within the appropriate open space category and towards a project’s open space requirements, consistent with the images and statements within Sec. 12-7-5 - design standards for public and open spaces.
  - **Consideration of alternative garden designs:** Rooftop gardens, wall gardens, and other innovative and unique applications of what comes to mind as a garden space may be counted as part of the open space calculations and considerations consistent with Sec. 12-2-6 and the permitted and not-permitted table for public and private open spaces.

3. Private Open Space Location: Sec. 12-2-26(A)4. Regulations for Mixed Use Developments. “...The Open Space Land Area Requirement is to be provided on-site...”

**Question:**

- If a project includes more than one adjacent parcel in a development plan, can one of the parcels carry the majority of the private open space for the development plan? If so, can the parcel be used exclusively for open space?

**Staff Analysis:**

- When looking at a multi-lot development, some standards or criteria is often allowed to shift between the parcels, if master planned together. By looking at code, we could interpret that on-site when considering a multi-lot development could mean within the overall development plan area. Applicants are encouraged to combine lots where practical.
- Sec. 12-7-5 – Design Standards for Public and Open Spaces emphasizes that these spaces should create harmony and balance between a proposed development and existing street configurations and other developments within the adjacent blocks and the overall town open space and pathway system.
  - A project may be allowed to allocate more open space calculations throughout areas of a development plan, but the design and integration with the overall project and balance and harmony with the adjacent uses and characteristics need to be taken into consideration and will require careful review.
  - **Consideration of on-site open space interpretation:** If a development plan includes more than one lot, the open space calculations would be allowed to shift between the lots and be located in the most beneficial location to the development and surrounding area. The design of such open space areas do



need to take into consideration the harmony with surrounding sites and balance the character of the area and adjacent properties.

**Planning Commission Discussion and Determination**

Staff is asking the Commission to review the analysis considerations above and provide confirmation and final direction on staff's interpretation and past guidance to inform future inquiries and land use applications in the Town. This information will carry forward and be incorporated in staff memos for applicable applications or letters of determination from staff to applicants.

**No formal action**

**TOWN OF GRAND LAKE  
BOARD OF TRUSTEES  
ORDINANCE NO. 04-2022**

**AN ORDINANCE AMENDING TOWN CODE 12-7-3 AND 12-7-4  
REGARDING THE CENTRAL BUSINESS DISTRICT**

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

**WHEREAS**, the Town of Grand Lake Municipal Code Title 12, Article 7 was adopted to stimulate creative design solutions for individual properties while promoting and preserving a sense of cohesiveness among the entire Town of Grand Lake; and

**WHEREAS**, the Town Code Municipal Code Title 12, Article 7, Section 3 provides definitions of certain terms in order to facilitate understanding of subsequent sections of the Town Code; and

**WHEREAS**, the Planning Commission reviewed and passed Resolution 15-2021 on July 7th, 2021, recommending adding a definition of “Central Business District” to section 12-7-3 of the Grand Lake Municipal Code; and

**WHEREAS**, the Planning Commission also recommended the use of additional clarifying words, examples, and figures to the Code regarding permissive design within the Central Business District; and

**WHEREAS**, the Board of Trustees has reviewed the Planning Commission’s recommendations and believes it is in the best interest of the Town and its residents to adopt the recommendation of the Planning Commission; and

**WHEREAS**, the Board of Trustees of the Town of Grand Lake has determined that providing clear definitions of terms will increase the efficacy of the Town Code; and

**WHEREAS**, the Board of Trustees of the Town of Grand Lake has determined that certain terms in the Town Code lack definitions and, therefore, are difficult to apply when making land-use decisions.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THAT:**

1. Section 12-7-3 of the Municipal Code of the Town of Grand Lake is hereby amended by adding the follow definition to the section in alphabetic order:

Central Business District: Commercially zoned, or commercial transitionally zoned lots located on or between Hancock St. and Haskell St., on Grand Avenue, and between Hancock St. and Vine St. on Park Avenue, and between Hancock St. and Ellsworth St. on Lake Avenue.

Specifically: Subdivision of Town of Grand Lake, Block 2, Lot 9-16; Subdivision of Town of Grand Lake Block 3, Lot 1-16; Subdivision of Town of Grand Lake Block 4, Lot 1-16; Subdivision of Town of Grand Lake, Block 5, Lot 3-15N and 15S; Subdivision of Town of Grand Lake, Block 6, Lot 9-16; Subdivision of Town of Grand Lake, Block 9, Lot 9-16; Subdivision of Town of Grand Lake, Block 10, Lot 1-16; Subdivision of Town of Grand Lake, Block 11, Lot 1-8 and 14-16; Subdivision of Town of Grand Lake, Block 12, Lot 1-8; Subdivision of Town of Grand Lake, Block 13, Lot 1-16; Subdivision of Town of Grand Lake; Subdivision of Town of Grand Lake, Block 18, Lot 1-4 and Lot 9-16; Subdivision of Town of Grand Lake, Block 19, Lot 1-8; Subdivision of Town of Grand Lake, Block 20, Lot 1-8; Subdivision of Town of Grand Lake, Block 21, Lot 9-16; Subdivision of Town of Grand Lake, Block 26, Lot 9-16; Subdivision of Town of Grand Lake, Block 27, Lot 1-4, Ravenwood PD, Eagles Landing PD, Eagles Spirit PD, Leatherwood Inn PD, Tallaqua Square PD, Williams Lake Cabin PD; Lake Avenue Right of Way between Ellsworth St. and Hancock St. also depicted in **ATTACHED EXHIBIT A**.

2. Section 12-7-4 (C)(3) of the Grand Lake Municipal Code is hereby amended with the removal of the ~~strike through~~ language and the addition of the **bold underlined** language and Figure and Figure 2 to read in its entirety as follows:

3. Key Architectural Design Guideline Principals include:

(a) Façade materials and treatment –

1. All sides of a building should express consistent architectural detail and character
2. Building entrances should be designed to be visually prominent with distinguishing façade variations, recesses, projections, or other integral building forms
3. Consist of durable, long-lasting materials that will keep it's appearance over time
4. Building frontages should exhibit human scale detailing on the ground floors.
5. Use reveals, projections, and other subtle changes in texture and color of wall surfaces. Building colors should emphasize natural, muted earth tones

(b) Windows

1. 50% of the façade that faces the street should be composed of transparent materials- to the extent possible that it is compatible with the proposed use – Should be deep set and utilize mullions
2. Should be well lit to facilitate a positive merchandising environment
3. Should incorporate clear glass on storefronts, windows, and doors.
4. Highly reflective or mirrored glass should not be allowed.

(c) Covered walkways

1. Covered walkways with boardwalk are a response to climate, providing protection from the weather and help articulate the mass and minimize the apparent bulk of a building. Covered walkways and arcades should be provided on all buildings frontages where pedestrian traffic is likely.
2. Column treatments for the covered walkways should be consistent per business, should be constructed of wood, and take design cues from existing canopy column treatments in the central business district **consistent with those depicted in Figures 1 and 2 and acceptable to the Town.**
3. All boardwalk conditions should be designed to Americans with Disabilities Act (ADA) standards and strive to address the needs of disabled individuals.

(d) Roofs

1. Use of “false fronts” / parapets on commercial buildings in the central business district is encouraged to screen flat roofs .
2. False fronts should be designed to screen mechanical and HVAC equipment from the street level.
3. Flat roofs shall be designed to accommodate maximum snow loading conditions.

(e) Infill / building additions in the central business district

1. When a new use (infill) / addition is proposed to an existing commercial development the newly constructed portion of the building should appear as an originally conceived part of the design. The new additions should match the scale and reflect the proportions of the original structure where they adjoin or are adjacent. New construction of a different height and bulk, than that of the original structure, should not occur abruptly.

2. New additions should match the existing approved architecture of the existing central business district. **See for example, Figures 1 and 2 below. Such matching approval shall be in the sole discretion of the Town.** The extension of canopy elements, lighting, boardwalks, planting areas, fenestration (window) patterns, structural rhythms, and use of materials should exhibit a seamless transition between existing and new construction.
3. Large setbacks from the street right-of-ways should be discouraged for new building construction.
4. New construction should not incorporate precise replication of town center architecture but utilize similar colors, materials, textures, pattern, repetition, rhythm, and proportions to achieve architectural unity.



Figure 1



Figure 2

3. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part hereof irrespective of the fact that any one part or parts are declared unconstitutional or otherwise invalid.

4. Repeal. Existing ordinances or parts of ordinances covering the same matters as

embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance. Except as specifically amended by this ordinance, all other provisions of the Grand Lake Town Code shall remain in full force and effect.

**INTRODUCED, APPROVED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 28TH DAY OF FEBRUARY 2022.**

Votes Approving:	<u>4</u>
Votes Opposed:	<u>0</u>
Absent:	<u>3</u>
Abstained:	<u>0</u>

ATTEST:



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

*Jennifer Thompson*  
\_\_\_\_\_  
Jennifer Thompson, Town Clerk

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

# Town of Grand Lake Zoning Map



**Map Legend**

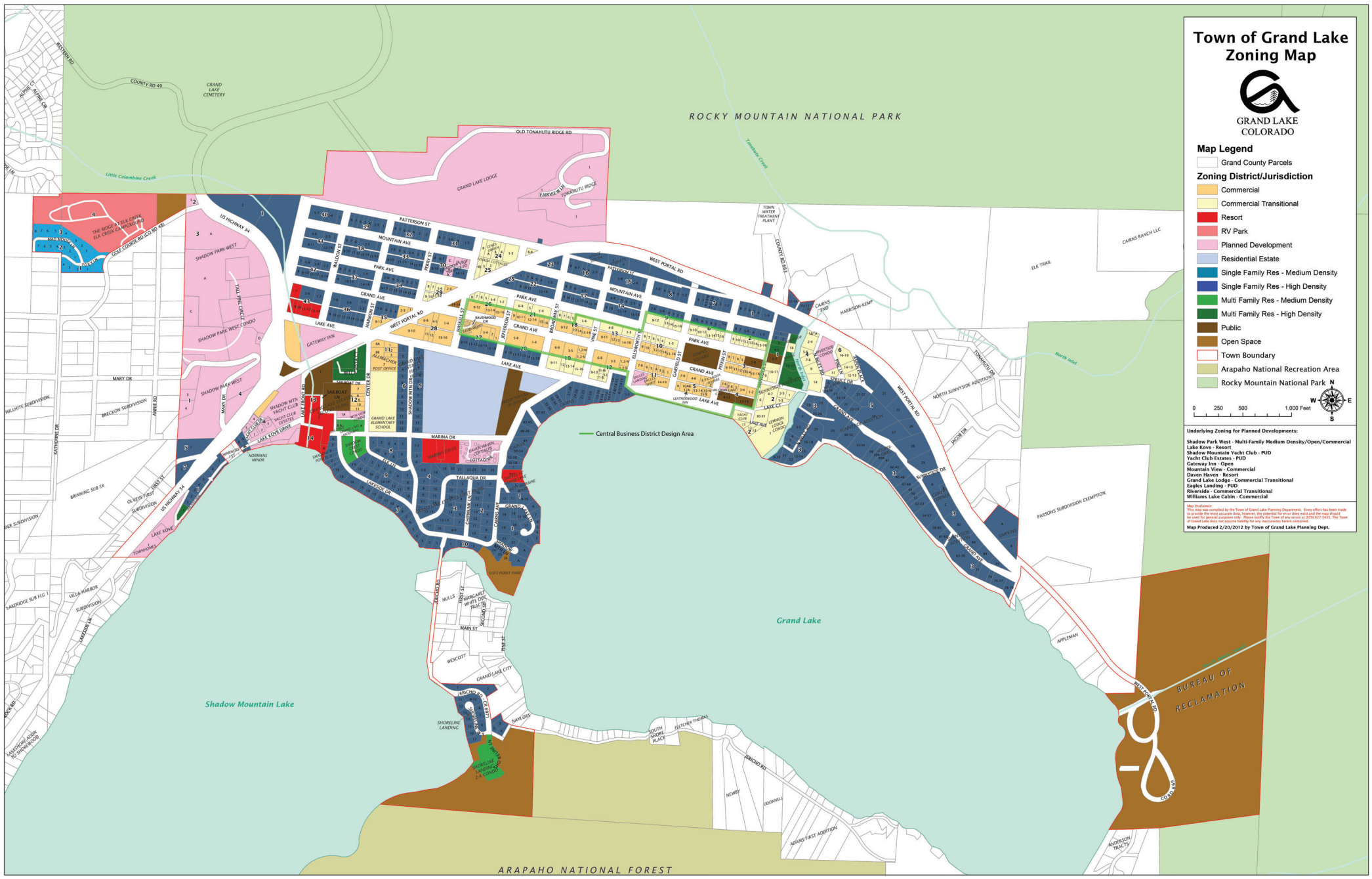
- Grand County Parcels
- Zoning District/Jurisdiction**
- Commercial
- Commercial Transitional
- Resort
- RV Park
- Planned Development
- Residential Estate
- Single Family Res - Medium Density
- Single Family Res - High Density
- Multi Family Res - Medium Density
- Multi Family Res - High Density
- Public
- Open Space
- Town Boundary
- Arapaho National Recreation Area
- Rocky Mountain National Park N

0 250 500 1,000 Feet

**Underlying Zoning for Planned Developments:**

- Shadow Park West - Multi-Family Medium Density/Open/Commercial
- Lake Cove - Resort
- Shadow Mountain Yacht Club - PUD
- Yacht Club Estates - PUD
- Gateway Inn - Open
- Mountain View - Commercial
- Daven Haven - Resort
- Grand Lake Lodges - Commercial Transitional
- Eagles Landing - PUD
- Riverside - Commercial Transitional
- Williams Lake Cabin - Commercial

Map Produced 2/20/2012 by Town of Grand Lake Planning Dept.



# Town of Grand Lake Zoning Map



**Map Legend**

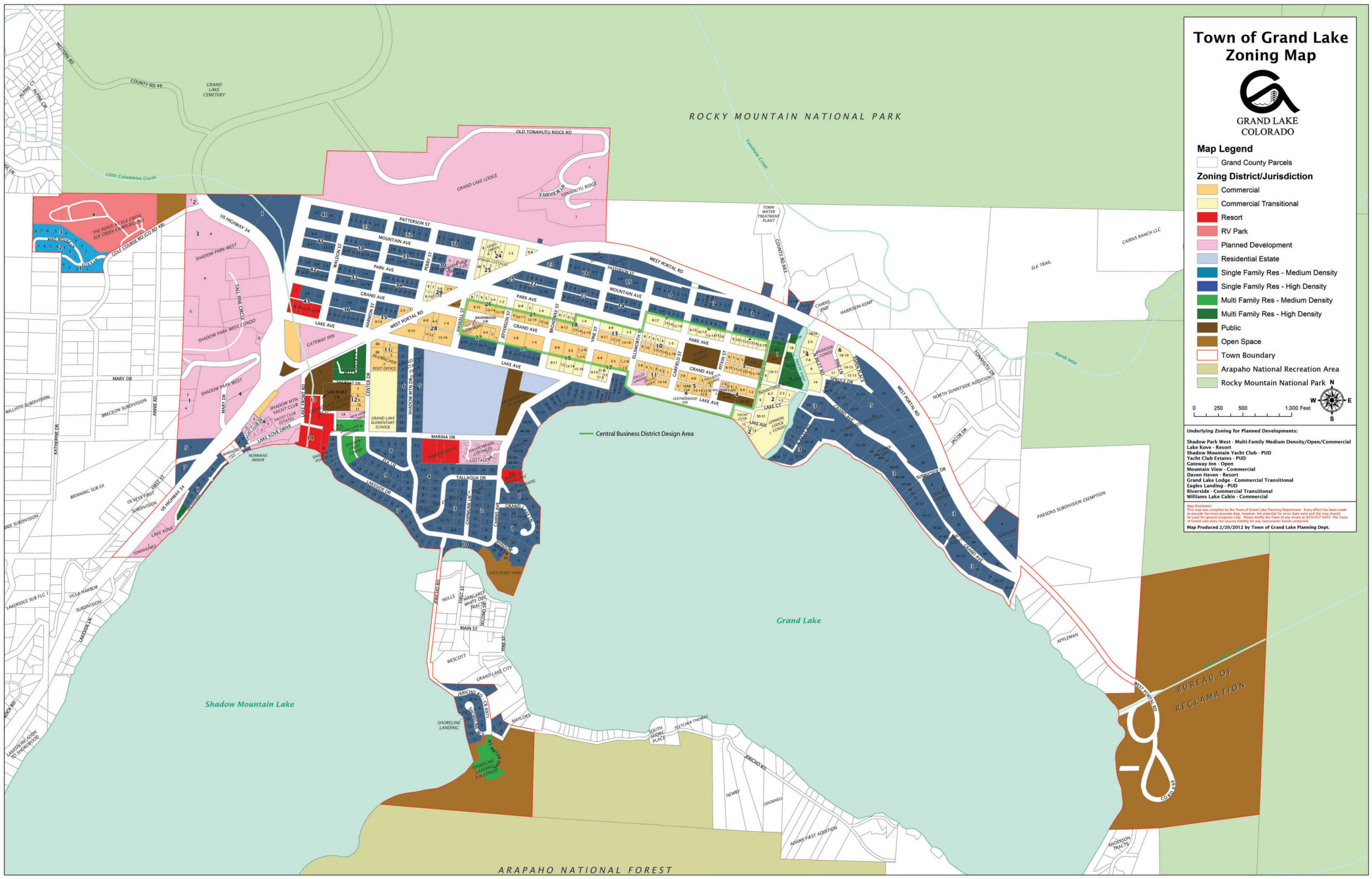
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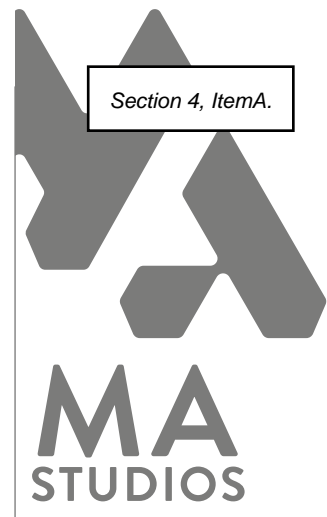
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- Eagles Landing - PUD
- Riverside - Commercial Transitional
- Williams Lake Cabin - Commercial

Map Produced 2/20/2012 by Town of Grand Lake Planning Dept.





VIEW FROM CORNER OF ALLEY & HANCOCK ST.

**SPACE 2 CREATE  
TOWN OF GRAND LAKE**  
GRAND LAKE, COLORADO 80447

Exterior  
Massing



VIEW FROM HANCOCK ST.

**SPACE 2 CREATE  
TOWN OF GRAND LAKE**  
GRAND LAKE, COLORADO 80447

Exterior  
Massing



VIEW FROM CORNER OF HANCOCK ST. & PARK AVE.

**SPACE 2 CREATE  
TOWN OF GRAND LAKE**  
GRAND LAKE, COLORADO 80447

Exterior  
Massing



VIEW FROM CORNER OF HANCOCK ST. & PARK AVE.

**SPACE 2 CREATE  
TOWN OF GRAND LAKE**  
GRAND LAKE, COLORADO 80447

Exterior  
Massing



VIEW FROM PARK AVE.

**SPACE 2 CREATE  
TOWN OF GRAND LAKE**  
GRAND LAKE, COLORADO 80447

Exterior  
Massing



VIEW FROM PARK AVE.

**SPACE 2 CREATE**  
**TOWN OF GRAND LAKE**  
GRAND LAKE, COLORADO 80447

Exterior  
Massing



VIEW FROM INTERIOR COURTYARD

**SPACE 2 CREATE  
TOWN OF GRAND LAKE**  
GRAND LAKE, COLORADO 80447

Exterior  
Massing



VIEW FROM INTERIOR COURTYARD

**SPACE 2 CREATE**  
**TOWN OF GRAND LAKE**  
GRAND LAKE, COLORADO 80447

Exterior  
Massing



315 EAST AGATE AVENUE  
GRANBY, CO 80446  
970-887-9366  
MAARCHITECTURAL.COM

**SPACE 2 CREATE**  
TOWN OF GRAND LAKE  
[INSERT PROJECT ADDRESS]  
GRAND LAKE, COLORADO 80447  
PROJECT #: 2435

ISSUANCE : SCHEMATIC DESIGN      DATE : 2025 - 0317

NOT FOR CONSTRUCTION  
FOR REFERENCE ONLY

SHEET TITLE :  
PROJECT SITE PLAN

SHEET NUMBER :  
**A1.00**

### PROJECT ZONING SUMMARY

LEGAL DESCRIPTION: BLOCK 3, LOTS 1,2,3&4, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO

CONSTRUCTION TYPE: VB - WOOD FRAMED (NON-FIRE RATED) W/ AUTOMATIC SPRINKLER SYSTEM

ZONING CLASSIFICATION: PD - PLAN DEVELOPMENT ? OR WHAT DO WE WANT?

FRONT YARD SETBACK: 0' - 0"  
SIDE YARD SETBACK: 0' - 0"  
REAR YARD SETBACK: 0' - 0"

MAX BUILDING HEIGHT: 32' - 00"  
CALC BUILDING HEIGHT: 32' - 00"

HEIGHT (STORIES): 2

GROSS SITE AREA: 0.463 ACRES @ PROPERTY LINE

### SITE NOTES

- 1) ELECTRICAL, CABLE T.V. AND TELEPHONE TO BE UNDERGROUND IN COMMON TRENCH.
- 2) VERIFY ALL UTILITY LOCATIONS PRIOR TO ANY WORK. COORDINATE UTILITY ROUTING WITH APPLICABLE UTILITY COMPANY. ALL UTILITIES TO BE UNDERGROUND.
- 3) PROVIDE POSITIVE DRAINAGE AT BUILDING PERIMETER. (SLOPE AWAY FROM BUILDING AT 1:12 MIN.)
- 4) REFER TO FOUNDATION PLAN FOR FOUNDATION DRAIN LOCATION AND SLOPE. DRAINS TO BE CONNECTED TO STORM SEWER AT STREET
- 5) PROVIDE 4-6" DIA. STONE RIP RAP OVER WEED BARRIER FABRIC AT EAVES AND VALLEY DRIP LOCATIONS
- 6) STAKE HOUSE LOCATION FOR OWNER, ARCHITECT, AND ARCHITECTURAL REVIEW BOARD PRIOR TO ANY WORK.
- 7) GENERAL CONTRACTOR TO REVIEW & COMPLY WITH ALL SUBDIVISION CONDITIONS. COPIES OF CONDITIONS ARE AVAILABLE FROM ARCHITECT..

### PARKING CALCS.

PARKING REQUIREMENTS: 12-2-28      REQUIRED OFF STREET PARKING

REQ PARKING CALC.:      STUDIO OR 1 BEDROOM UNIT - 1 SPACE  
2 BEDROOM UNIT - 1.5 SPACES

10 (1 BDRM UNITS) X 1 = 10 SPACES  
8 (2 BDRM UNITS) X 1.5 = 12 SPACES  
**TOTAL SPACES REQ = 22 SPACES**

**ADA REQ. 2 SPOTS (2 ADA UNITS)**

**29 SPOTS PROVIDED (27 + 2 ADA)**

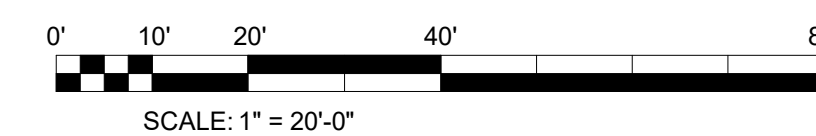
### SITE PLAN LEGEND:

	EXISTING BUILDING TO REMAIN		NEW PROPOSED ADDITION
	EXISTING CONCRETE TO REMAIN		NEW PROPOSED CONCRETE
	EXISTING ASPHALT TO REMAIN		NEW PROPOSED ASPHALT
	EXISTING GRAVEL TO REMAIN		NEW PROPOSED GRAVEL
	EXISTING SOFTSCAPE TO REMAIN		NEW PROPOSED SOFTSCAPE
	[INSERT MISC DESCRIPTION HERE]		SNOW STORAGE

PROJECT SITE PLAN

SCALE: 1" = 20'-0"

BACK REF:



SCALE: 1" = 20'-0"



TRUE NORTH

ALL DRAWINGS AND WRITTEN DOCUMENTS HEREIN CONSTITUTE THE ORIGINAL INTELLECTUAL PROPERTY OF THE ARCHITECT AND MAY NOT BE REUSED, REPRODUCED OR DISCLOSED WITHOUT THE EXPRESSED WRITTEN CONSENT OF MA STUDIOS, LLC.

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## TOTAL BUILDING SQUARE FOOTAGE:

### GROSS BUILDING AREA:

**MAIN LEVEL:**  
 LIVABLE - 7,695 SF  
 COM. RM - 621 SF

**LEVEL 02:**  
 LIVABLE - 6805 SF  
 DECK - 1,889 SF

**TOTAL SQUARE FOOTAGE:**  
 15,121 SF

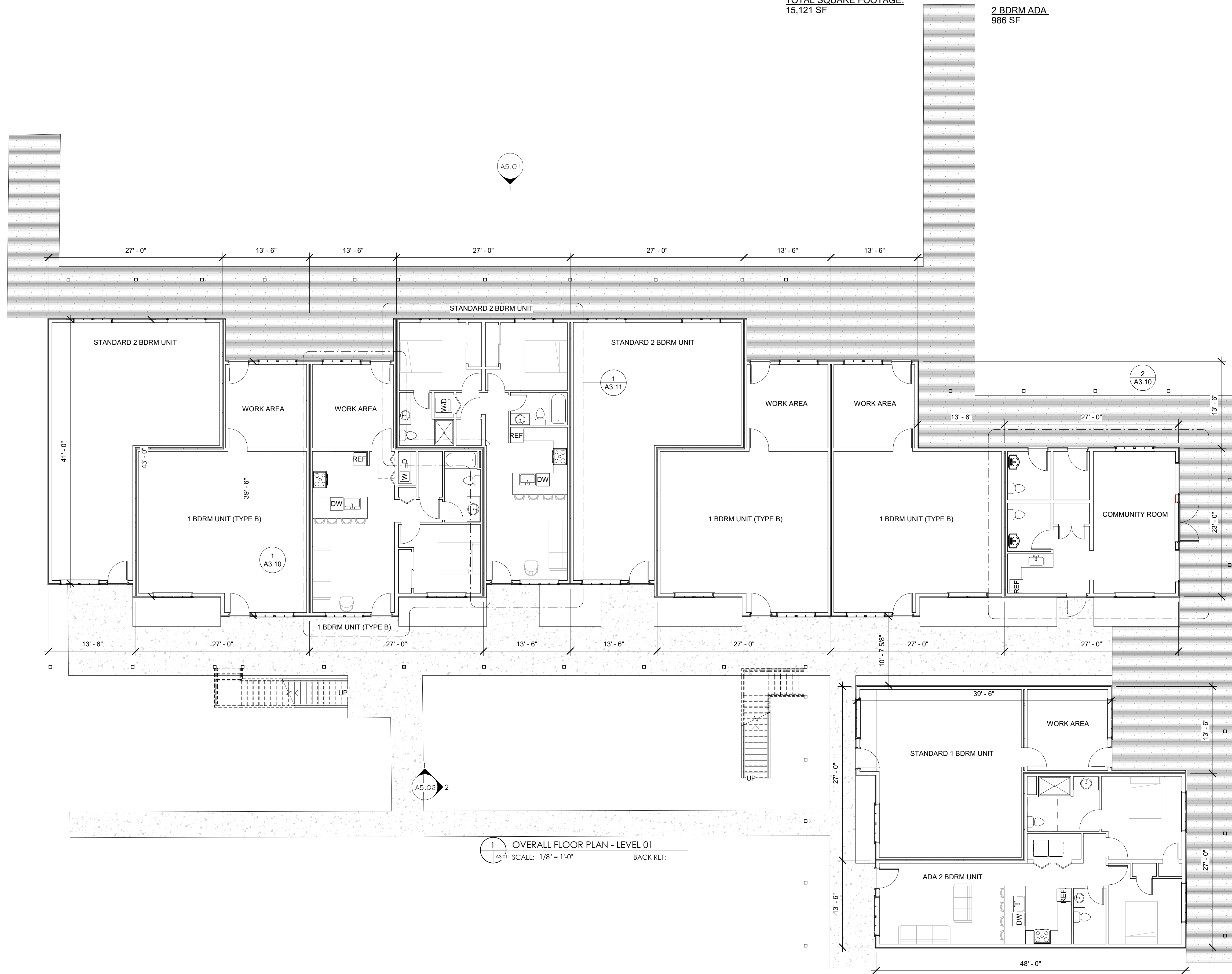
### GROSS BUILDING AREA:

**1 BDRM W/ LIVELINE**  
 LIVABLE - 845 SF

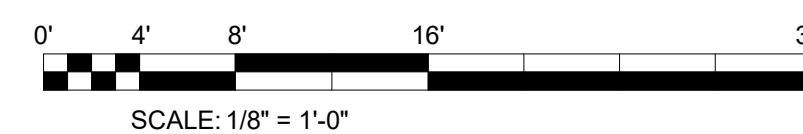
**1 BDRM W/O LIVELINE**  
 LIVABLE - 667 SF

**2 BDRM**  
 824 SF

**2 BDRM ADA**  
 986 SF



1 OVERALL FLOOR PLAN - LEVEL 01  
 A3.01 SCALE: 1/8" = 1'-0" BACK REF:



### TYPICAL PLAN NOTES:

- DO NOT SCALE DRAWINGS. WHERE DIMENSIONS OR EXACT LOCATIONS ARE REQUIRED BUT ARE NOT INCLUDED IN THE DRAWINGS, CONTRACTOR SHALL REQUEST INFORMATION FROM THE ARCHITECT. ARCHITECT DOES NOT WARRANT THE ACCURACY OF SCALED DIMENSIONS. DIMENSIONS INDICATED BY FIGURES OR NUMERALS SHALL GOVERN. LARGER SCALE DRAWINGS SHALL TAKE PRECEDENCE OVER SMALLER SCALE DRAWINGS. WHERE INDICATED TO "ALIGN", FINISH FACES SHALL BE LOCATED IN THE SAME PLANE AND TAKE THE HIGHEST PRECEDENCE.
- REFER TO STRUCTURAL DRAWINGS FOR FOUNDATION WALL DIMS, STRUCTURAL REQUIREMENTS, MEMBER SIZES, CONNECTION DETAILS, ETC.
- TRUSS PROFILES INDICATED ARE FOR DESIGN INTENT ONLY AND SHALL BE PRE-ENGINEERED BY THE SELECTED TRUSS MANUFACTURER. CONTRACTOR IS TO VERIFY DIMS IN FIELD AND PROVIDE SHOP DRAWINGS INCLUDING TRUSS LAYOUTS AND FINAL PROFILES FOR REVIEW BY THE DESIGN TEAM TO ENSURE ACCURACY PRIOR TO FABRICATION.
- INTERIOR / EXTERIOR WALL DIMS ARE SHOWN TO THE FACE OF STUD FRAMING, UON
- CONTRACTOR SHALL PROVIDE SLIP JOINT CONNECTIONS AT ALL PARTITIONS AND BRACES ATTACHED TO SLAB-ON-GRADE FLOORS, STRUCTURAL STEEL FRAMING AND/OR ROOFS FRAMING TO ALLOW DIFFERENTIAL MOMENT OF ASSEMBLIES.
- SCHEDULED DOOR OPENINGS NOT LOCATED BY A DIMENSION SHALL BE LOCATED 4" MIN FROM THE ADJACENT WALL FACE OF FINISH TO ALLOW REQUIRED CLEARANCES FOR SCHEDULED TRIM AND DOOR HARDWARE.
- SCHEDULED WINDOW OPENINGS INDICATED ARE UNIT SIZES AND SHALL BE COORDINATED WITH THE SELECTED WINDOW MANUFACTURER FOR REQUIRED ROUGH OPENINGS AND CLEARANCE DIMS. REFER TO THE MANUFACTURER'S WRITTEN INSTRUCTIONS FOR INSTALLATION REQUIREMENTS.
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- ALL SLAB-ON-GRADE JOINTS, INCLUDING SLAB PERIMETER JOINTS, SHALL BE FILLED WITH SEALANT; SEALANT COLOR TO BE VERIFIED WITH ARCHITECT FOR ALL JOINTS EXPOSED TO VIEW.
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- ALL GUARDRAILS SHALL COMPLY W/ IRC 312.
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- SHOWER BENCH TOPS, LEDGES AND SHELVES SHALL BE SLOPED TO DRAIN AT 1/4" MIN PER FOOT, TYP.
- PROVIDE 5/8" TYPE-X GYPSUM WALL BOARD W/ A 1-HR RATED ASSEMBLY AT ALL GARAGE WALLS AND CEILINGS ADJACENT TO LIVING SPACES PER NER-200 PAR 3.5.2. ALL EXPOSED GARAGE BEAMS ARE ALSO TO BE WRAPPED ACCORDINGLY.
- DOORS CONNECTING GARAGE AND LIVING SPACES SHALL COMPLY W/ IRC 302.5.1.
- PROVIDE 5/8" TYPE-X GYPSUM WALL BOARD WALLS / CEILINGS (1-HR RATED ASSEMBLY) AT ALL USABLE SPACES BELOW STAIRS.
- PROVIDE 1/2" CEMENT TILE BACKER BOARD PANELS (MOLD AND MILDEW RESISTANT) AT ALL WET AREA LOCATIONS (IE SHOWERS, SINKS, FOOD PREP, ETC) AS REQ'D PER IRC 2509. INSTALL WATERPROOFING AND SHOWER DRAINS PER MFG WRITTEN INSTRUCTIONS.
- CERAMIC TILE LAYOUTS ARE DIAGRAMMATIC AND INTENDED TO CONVEY THE GENERAL DESIGN INTENT. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING TILE LAYOUTS WITH SCHEDULED TILE SIZES AND LAYOUT TILE PATTERNS SUCH THAT CUT TILE IS MINIMIZED. USE OF TILE PIECES LESS THAN TWO-THIRDS THE TYPICAL DIMENSION OF A TILE PIECE ARE NOT PERMITTED UNLESS OTHERWISE NOTED OR APPROVED BY ARCHITECT.
- CONTRACTOR SHALL VERIFY ALL CONDITIONS IN FIELD AND NOTIFY ARCHITECT OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH WORK.
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### PLAN HATCH LEGEND:

- EXISTING WALLS AND ELEMENTS SCHED TO REMAIN
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- EXISTING ELEMENTS TO BE SALVAGED, VERIFY W/ OWNER
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- OPEN TO ABOVE, BELOW AND/OR BEYOND (RE: PLANS)
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- 1-HOUR RATED WALLS (AS INDICATED)
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### TYPICAL DECK FRAMING NOTES:

- FASTEN PRESSURE-TREATED LEDGER TO RIM JOIST / FLUSH BEAM W/ 1/2" DIA x 5-1/2" EXPANSION BOLTS. MAINTAIN 2" MIN DISTANCE FROM EDGE OF LEDGER TO FASTENERS. COVER TOP OF LEDGER W/ SELF-ADHERED WATERPROOF MEMBRANE AND PROVIDE 4"x4" GALVANIZED SHEET METAL FLASHING, TYP.
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- PROTECT TOPS OF ALL DECK JOISTS AND FLUSH BEAMS W/ SELF-ADHERED WATERPROOF MEMBRANE, TYP
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 MAARCHITECTURAL.COM

**SPACE 2 CREATE**  
 TOWN OF GRAND LAKE  
 [INSERT PROJECT ADDRESS]  
 GRAND LAKE, COLORADO 80447  
 PROJECT #: 2435

ISSUANCE: DATE:  
 SCHEMATIC DESIGN 2025 - 0317

NOT FOR CONSTRUCTION  
 FOR REFERENCE ONLY

SHEET TITLE:  
 OVERALL FLOOR  
 PLAN - LEVEL 01

SHEET NUMBER:  
**A3.01**

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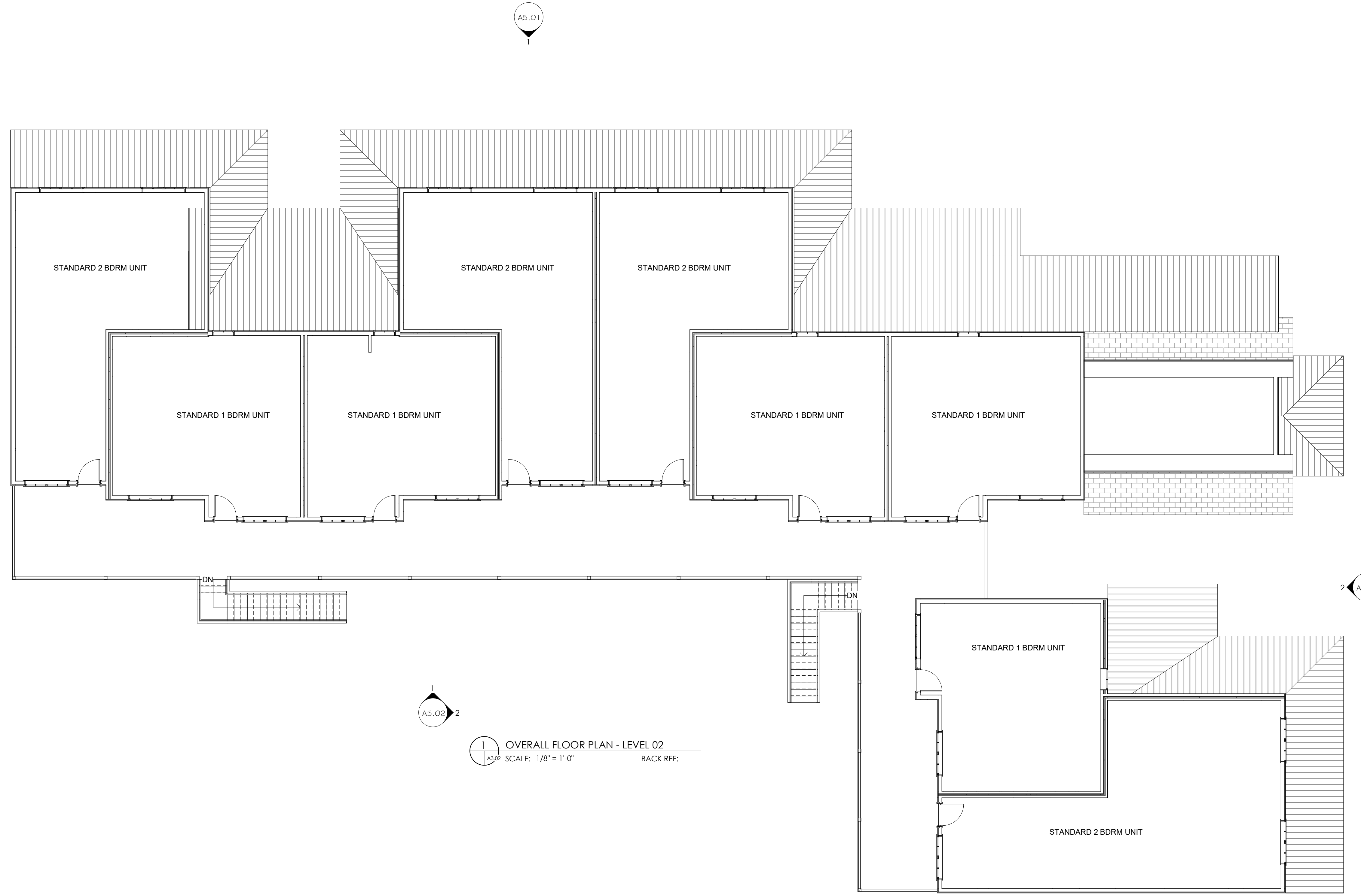
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LIVABLE - 845 SF

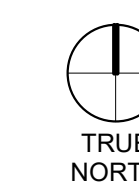
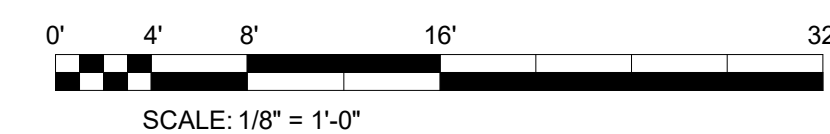
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SCALE: 1/8" = 1'-0" BACK REF:



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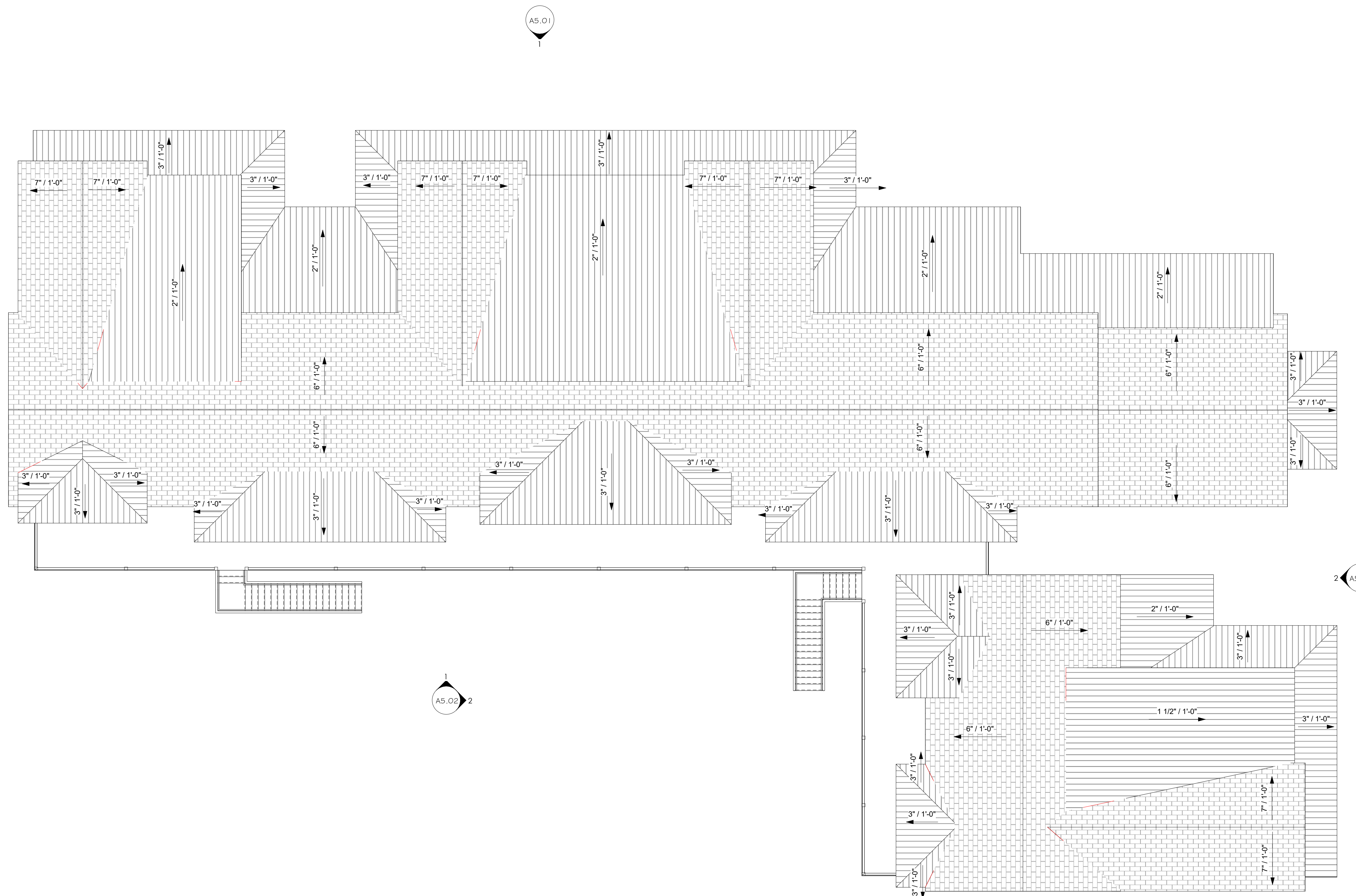
**SPACE 2 CREATE**  
TOWN OF GRAND LAKE  
[INSERT PROJECT ADDRESS]  
GRAND LAKE, COLORADO 80447  
PROJECT #: 2435

ISSUANCE: SCHEMATIC DESIGN DATE: 2025 - 0317

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SHEET TITLE:  
OVERALL FLOOR  
PLAN - LEVEL 02

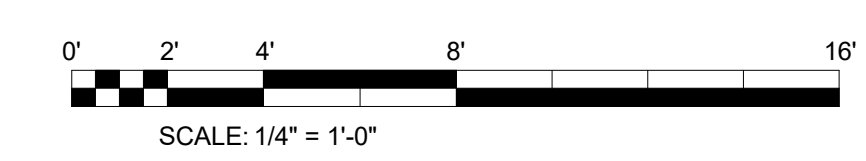
SHEET NUMBER:  
**A3.02**



TYPICAL ROOF NOTES:

- ALL METAL MATERIAL ROOFING MATERIAL SHALL BE PLACED OVER HIGH-TEMPERATURE "GRACE ICE AND WATER SHIELD". INSTALL PER THE MANUFACTURER'S WRITTEN INSTRUCTIONS FOR INSTALLATION, TYP. PROVIDE A CONTINUOUS 2x4 WOOD CANT STRIP AT ALL ROOF PITCH CHANGES FOR CONTINUOUS BACKING BEHIND ICE AND WATER SHIELD.
  - CONTRACTOR TO PLACE HEAT TAPE WHERE REQUIRED TO PREVENT ICE AND SNOW BUILD-UP. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
  - ROOF EAVES SHALL BE GUTTERED ONLY WHERE NECESSARY TO PROMOTE A PEDESTRIAN FRIENDLY ENVIRONMENT. GUTTERS MUST BE BUILT OF DURABLE METAL MATERIALS APPROPRIATE TO THE BUILDING DESIGN, AND HEAT-TAPED TO PREVENT ICE BUILDUP. WHERE REQUIRED, DOWNSPOUTS SHALL BE 25'-0" MAX OC AND DISCHARGE BEYOND THE EXTENT OF THE FOUNDATION BACKFILL.
  - ROOF VENTS, IF INSTALLED, SHALL BE SHINGLED TO MATCH THE COLOR OF ROOF. ALL EXPOSED ROOF VENTS AND STACKS SHALL BE PAINTED TO MATCH THE ADJACENT ROOF MATERIAL.
- IT IS THE GENERAL CONTRACTOR'S AND ROOFING CONTRACTOR'S RESPONSIBILITY TO PROVIDE HEAT-TAPING AND FLASHING TO PREVENT ICE BUILD-UP AND CONSEQUENT MOISTURE INFILTRATION TO THE ROOF SYSTEM. THE CONTRACTOR SHALL THEREFORE INSPECT THE ROOF DURING THE WINTER MONTHS AFTER COMPLETION OF CONSTRUCTION TO ENSURE THAT THERE IS NO DAMAGE INCURRED FROM ICE BUILDUP AND TO ADD APPROPRIATE HEAT-TAPING WHERE NECESSARY TO PREVENT FUTURE ICE BUILD-UP OR DAMAGE.
- ALL METAL WORK SHOULD BE A MINIMUM 24 GAUGE GALVANIZED OR STAINLESS STEEL. .040 INCH ALUMINUM OR 3 LBS. LEAD FOR FABRICATED FLASHINGS. LESSER GAUGE STEEL MATERIALS MAY BE USED FOR COUNTER-FLASHING OR DRIP EDGES WITH A STRETCH-OUT OF 5 INCH OR LESS. METAL WILL NOT BE USED AS COMPONENTS OF BASE FLASHING AT INTERSECTIONS OF THE ROOF AND VERTICAL SURFACES. HORIZONTAL FLANGES SHOULD BE AT LEAST 4 INCH WIDE.
  - ASSEMBLY/FLASHING SYSTEMS MUST BE INSTALLED AT ALL ROOF TO WALL TRANSITIONS, ROOF PLANE OR DIRECTION CHANGES, AND FLAT TO PITCHED ROOF INTERSECTIONS. THE PURPOSE IS TO REINFORCE, AND PROTECT THESE CRITICAL JUNCTIONS FROM DAMAGE RESULTING FROM WATER INTRUSION AND FOOT TRAFFIC.
  - CRICKETS MUST BE INSTALLED ON ANY DECK STRUCTURE THAT DOES NOT PROVIDE BUILT-IN SLOPE TO MOVE WATER TO REACH ALL OUTLETS AND TO PREVENT PONDING. IT IS RECOMMENDED THAT CRICKETS ON WOOD BOARD AND PLYWOOD DECK STRUCTURES BE CONSTRUCTED WITH PLYWOOD SHEATHING. CRICKETS SHOULD BE CONSTRUCTED SO THAT THE LENGTH ALONG THE RIDGE OR WIDTH IS EQUAL TO NO LESS THAN ONE-THIRD OF THE LENGTH OF THE WIDEST POINT OF THE CRICKET TO THE OUTLET. THE SLOPE OF THE CRICKET ALONG THE RIDGE OR WIDTH SHALL BE APPROXIMATELY TWICE THE SLOPE OF THE MAIN ROOF DECK.
  - IT IS THE ROOFING APPLICATOR'S RESPONSIBILITY TO PURCHASE QUALITY MATERIALS AND APPLY THEM IN A PROFESSIONAL MANNER. ALL ROOFING MATERIALS AND SYSTEMS ARE TO BE APPLIED IN STRICT ACCORDANCE WITH THE REQUIREMENTS OF THE MATERIALS' MANUFACTURER AND GOOD ROOFING PRACTICE. THE CONTRACTOR MUST ALSO COMPLY WITH ALL REGULATORY REQUIREMENTS, GOVERNMENTAL REQUIREMENTS AND THE CONTRACT DOCUMENTS.
  - ALL NEW CHIMNEYS SHALL EXTEND 2 FEET MIN HIGHER THAN ANY PORTION OF THE BUILDING WITHIN 10 FEET, BUT SHALL NOT BE LESS THAN 3 FEET ABOVE THE HIGHEST POINT WHERE THE CHIMNEY PASSES THROUGH THE ROOF PER IRC 1003.9. CONTRACTOR SHALL FIELD VERIFY BUILT CONDITIONS AND PROVIDE A CUSTOM CHIMNEY CAP / SPARK ARRESTOR AS REQUIRED.
  - REFER TO MEP DRAWINGS FOR ADDITIONAL ROOFTOP EQUIPMENT INFORMATION.
  - THE CONTRACTOR SHALL COORDINATE ANY ROOF PENETRATIONS WITH STRUCTURAL PRIOR TO FRAMING.
  - MINIMUM ROOF SLOPE TO BE 1/4" PER 1'-0" PER IBC CHAPTER 15, TYP. WHERE REQUIRED, CONTRACTOR IS TO PROVIDE GREATER SLOPES PER ROOFING MFR'S WRITTEN INSTRUCTIONS FOR WARRANTY.
  - REFER TO A0.02 EXTERIOR ROOF ASSEMBLY FOR MIN R-VALUES. REFER TO A0.30 FINISH SCHEDULE FOR MATERIAL TYPES.
  - FIELD VERIFY ALL LOCATIONS OF ROOF WALKABLE SURFACES.
  - ALL PRE-FINISHED METAL FLASHINGS, COPINGS, ETC. EXPOSED TO VIEW ARE TO BE FINISHED AS NOTED IN EXT ELEVATIONS, VIF W/ ARCHITECT.
- REFER TO A5.21 FOR EXTERIOR PERSPECTIVE VIEWS.  
 REFER TO THE REFLECTED CEILING PLANS FOR OVERHANG DIMS, TYP.

1 OVERALL FLOOR PLAN - ROOF  
 A3.05 SCALE: 1/8" = 1'-0" BACK REF:



315 EAST AGATE AVENUE  
 GRANBY, CO 80446  
 970-887-9366  
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SPACE 2 CREATE  
 TOWN OF GRAND LAKE  
 [INSERT PROJECT ADDRESS]  
 GRAND LAKE, COLORADO 80447  
 PROJECT #: 2435

ISSUANCE : DATE :  
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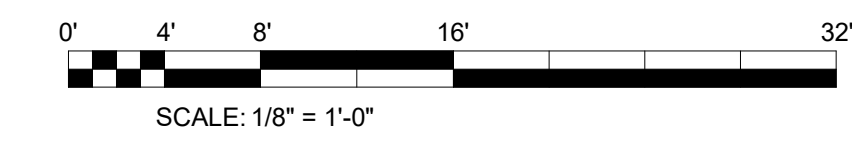
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SHEET TITLE :  
 OVERALL ROOF  
 PLAN

SHEET NUMBER :  
**A3.05**

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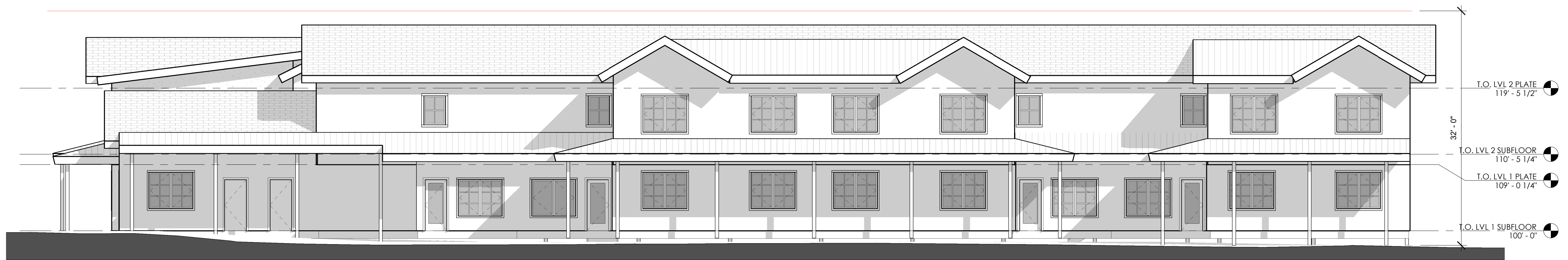
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SHEET TITLE :  
OVERALL EXTERIOR  
ELEVATIONS

SHEET NUMBER :  
**A5.01**



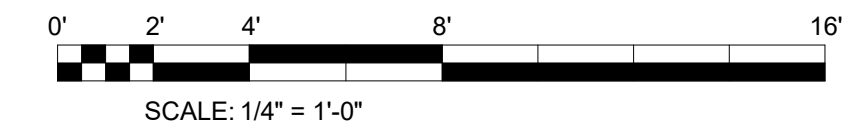
**2** OVERALL BUILDING ELEVATION - EAST  
A5.01 SCALE: 1/8" = 1'-0"      BACK REF: A3.01



**1** OVERALL BUILDING ELEVATION - NORTH  
A5.01 SCALE: 1/8" = 1'-0"      BACK REF: A3.01

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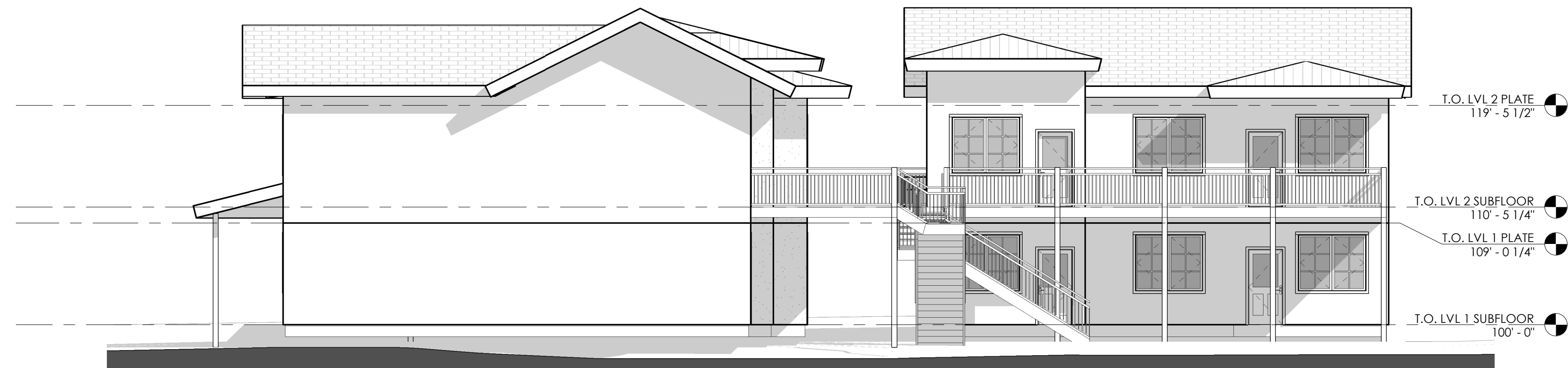
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SHEET TITLE :  
OVERALL EXTERIOR  
ELEVATIONS

SHEET NUMBER :  
**A5.02**



**2** OVERALL BUILDING ELEVATION - WEST  
AS02 SCALE: 1/8" = 1'-0"                      BACK REF: A3.01



**1** OVERALL BUILDING ELEVATION - SOUTH  
AS02 SCALE: 1/8" = 1'-0"                      BACK REF: A3.01



## MANAGER UPDATE

Meeting Date: 3/24/2025

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

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### **Code Enforcement updates**

Our code officer has been actively enforcing items in the Town ROWs as well as violations regarding permits in Town. Responses have been largely positive with compliance often. As spring creeps up on us, Staff has questions of the Board regarding the priorities with summer enforcement. We will bring to you an upcoming workshop, a list of regularly committed offenses and discuss enforcement priorities for the Town Board.

### **Early Spring Conditions**

We are seeing more early spring conditions across Town. This means unpredictable melting conditions, heavy snow, mud, freezing pipes, unpredictable travel conditions and so much more! Please give room when Public Works crews are out and about and patience when unforeseen circumstances arise because they will.

### **Marquee Progress:**

Staff met with the Marquee team this past week. Final welding planning has been completed as has electrical and speaker installation considerations. Only two sponsor animals remain, the Cougar at \$8000 and a Bird at \$800. If anyone is interested, please email [skudron@toglco.com](mailto:skudron@toglco.com)

### **Water Department Updates**

- The Well #2 pump motor failed March 11, 2025. Repairs were completed by March 14 without operational disruption. Age was the culprit.
- A vehicle hit and took out the fire hydrant on the corner of Grand and Vine. Kit parts have been ordered and the Fire Department is aware of the non-functioning hydrant. The person who hit the hydrant did come forward.

### **2024 Financial Audit**

Dazzio and Associates will be in Town Hall this week performing our financial audit for the 2024 fiscal year. The Board will receive the final report of audit at a May regular meeting.

**Board Retreat**

Mayor Berquist has indicated a desire to hold a Board Retreat before the summer season. Staff requests direction on time and topics.

**Space to Create Design Advisory Committee**

I am scheduling the first GL Space to Create DAG meeting for the coming days. Members include Mayor Bergquist, Mayor Pro-tem Sobon, Diann Butler representing the Creative District, Dennis Humphries representing the Grand Lake Area Historical Society and at-large Town representatives Suzi Maki and Kirsten Heckendorf.

**Winter Event Season Comes to a Close**

It seems like a blur since the Three Lakes Fishing Tournament was held in January. Since then, we have been treated to Pond Hockey, Winter Carnival, Ice Addiction and Skijoring just to name a few. The secret may be out: if you want to have a real authentic western winter mountain adventure – come to Grand Lake – there is ALWAYS something going on

**Upcoming Event Highlights:**

3/23/2025: Join the Grand Lake Library for a special live stream of Alice (in Wonderland) by the Colorado Ballet. 12:00-2:00pm at the Juniper Library

5/17/2025: Mark your calendars for our annual Town Cleanup. More details will follow.

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

**Next Board Meeting:** April 10, 2025



**Request for Board Action**

Meeting Date: 3/24/2025

Department: Bookkeeper	Presenter: Jackson
---------------------------	-----------------------

**ITEM:**  
Consideration to approve Accounts Payable

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

**FISCAL NOTE**  
Accounts Payable documents were distributed to the board on Thursday March 20, 2025.

**STAFF RECOMMENDATION**  
Approve

**SUGGESTED MOTIONS**  
*I make a motion to approve/(deny) the accounts payable for March 24, 2025.*



Meeting Date: 3/24/2025

To: Mayor Bergquist & Town Trustees

From: Alayna Carrell, Town Clerk

**ITEM:**

**SPECIAL EVENT LIQUOR PERMIT APPLICATION & RESOLUTION 21-2025, A RESOLUTION SETTING CERTAIN FEES FOR A SPECIAL EVENT LIQUOR PERMIT FOR KEVIN’S OUTREACH FOR LOCAL EMERGENCIES, SPECIAL EVENT, “CHILI COOKOFF”**

**BACKGROUND:**

Kevin’s Outreach for Local Emergencies continues the annual “Chili Cookoff” on Saturday, June 21, 2025, from 9:00 AM to 6:00 PM at the Grand Lake Town Park.

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

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

***44-5-102. Qualifications for permit. (1) A special event permit issued under this article 5 may be issued to:***

***(a) An organization, whether or not presently licensed under articles 3 and 4 of this title 44, that:***

***(I) Has been incorporated under the laws of this state for purposes of a social, fraternal, patriotic, political, educational, or athletic nature, and not for pecuniary gain;***

***(II) Is a regularly chartered branch, lodge, or chapter of a national organization or society organized for the purposes specified in subsection (1)(a)(I) of this section and is nonprofit in nature;***

***(III) Is a regularly established religious or philanthropic institution; or***

***(IV) Is a state institution of higher education;***

***(b) A political candidate who has filed the necessary reports and statements with the secretary of state pursuant to article 45 of title 1; or***

***(c) Any municipality, county, or special district.***

***(2) Repealed.***



- (3) *Notwithstanding any law to the contrary, and subject to this article 5, the state or local licensing authority may issue a special event permit to a state agency, the Colorado wine industry development board, created in section 35-29.5-103, or an instrumentality of a municipality or county that promotes:*
  - (a) *Alcohol beverages manufactured in the state; or*
  - (b) *Tourism in an area of the state where alcohol beverages are manufactured.*

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

**44-5-106. Grounds for denial of special permit.**

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

**FISCAL NOTE**

To date we have waived \$0.00 in special event liquor permit fees for Kevin’s Outreach for Local Emergencies.

**SUGGESTED MOTIONS**

***I make a motion to approve/(deny) SPECIAL EVENT LIQUOR PERMIT APPLICATION & RESOLUTION 21-2025, A RESOLUTION SETTING CERTAIN FEES FOR A SPECIAL EVENT LIQUOR PERMIT FOR KEVIN’S OUTREACH FOR LOCAL EMERGENCIES, SPECIAL EVENT, “CHILI COOKOFF”***

RECEIVED

FEB 28 2025

Departmental Use

Section 9, Item B.

# Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

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

**LIAB    Type of Special Event Applicant is Applying for:**

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

Name of Applicant Organization or Political Candidate

State Sales Tax Number (Required)

Mailing Address of Organization or Political Candidate

City

State

ZIP Code

Address of Place to Have Special Event

City

State

ZIP Code

Authorized Representative of Qualifying Organization or Political Candidate

Date of Birth (MM/DD/YY)

Phone Number

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

City

State

ZIP Code

Event Manager

Section 9, Item B.

Melinda Nelson

Date of Birth (MM/DD/YY)

Phone Number

Event Manager Home Address

City

State

ZIP Code

Email Address of Event Manager

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

Yes  No

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

No  Yes, How many days?

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

No  Yes, License Number

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

Yes  No

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

Section 9, Item B.

Date  
June 21, 2025

From: 9:00 am To: 6:00 pm

Date

From: To:

Date

From: To:

Date

From: To:

Date

From: To:

Date

From: To:

Date

From: To:

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Date


From: To:

# Oath of Applicant

Section 9, Item B.

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title  
Board Member

Signature  


Date (MM/DD/YY)  
02/27/2025

## Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

**Therefore, this Application is Approved.**

Local Licensing Authority (City or County)  
  City  County

Telephone Number of City/County Clerk

Title

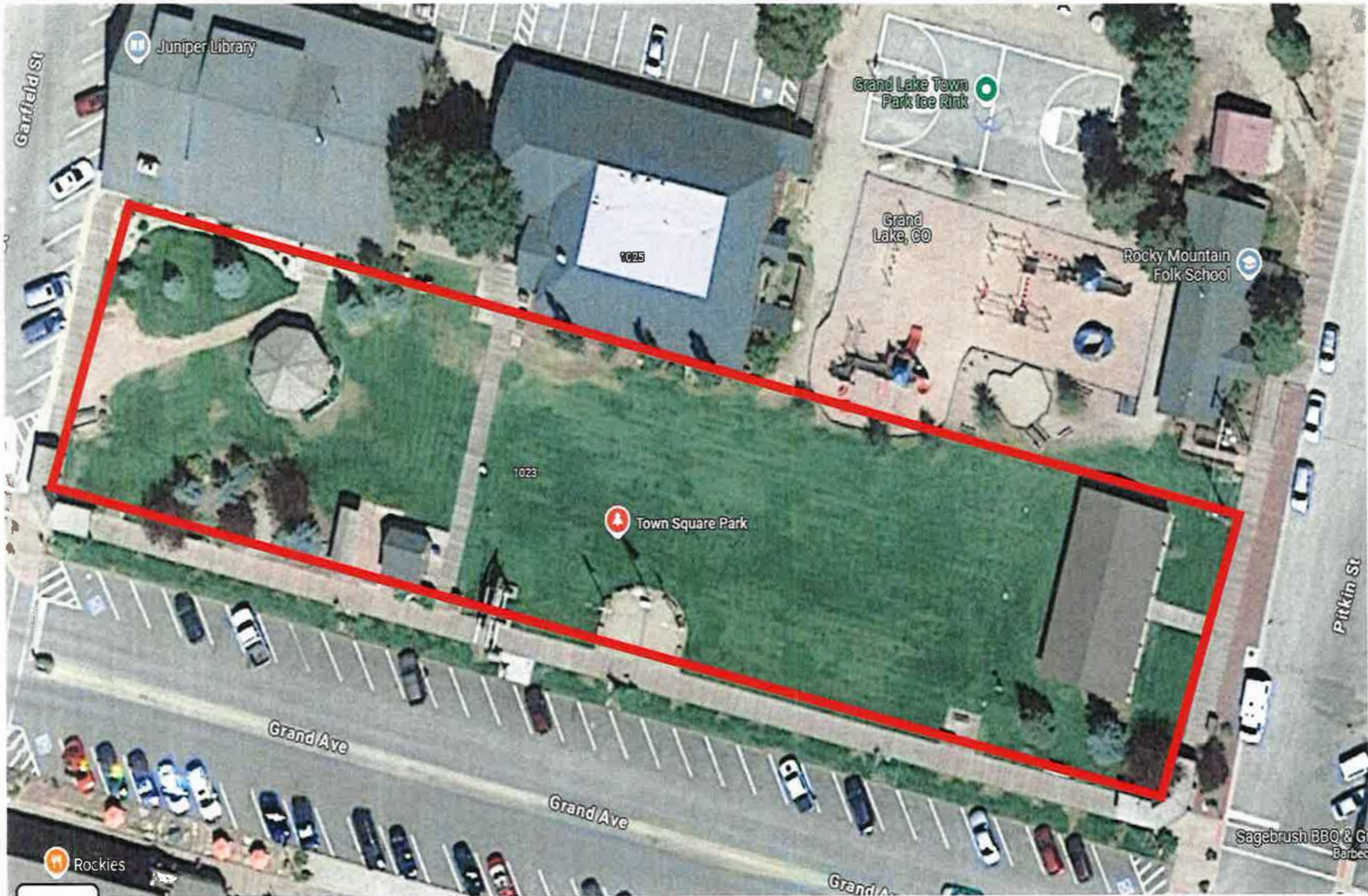
Signature

Date (MM/DD/YY)

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

### Liability Information

License Account Number <input type="text"/>	Liability Date <input type="text"/>
State <input type="text"/>	Total <input type="text"/>
<b>-750 (999) \$</b>	<b>.00</b>





Meeting Date: 3/24/2025

To: Mayor Kudron & Town Trustees

From: Sarah Weekes, Event Manager

**ITEM:**  
**CONSIDERATION TO APPROVE A NEW SPECIAL EVENT APPLICATION FOR YARMONY MUSIC, LLC. FOR THEIR EVENT, “COLORADO HEADWATER FESTIVAL” ON JULY 10<sup>TH</sup>, 2026, AND JULY 11<sup>TH</sup>, 2026**

**BACKGROUND:**

Yarmony is a music festival that has taken place in several different locations throughout Colorado owing its roots and name to Yarmony Ranch where the first festival took place in 2006. Attendees (Yarmonees) gather to experience some of the best music around in rock, funk, soul, folk, jam and grass which gave the festival its original name, Yarmony Grass, since shortened to better reflect the musical diversity of the Colorado festival. Yarmony is the music, the space, the feeling but most importantly the people.

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

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

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

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

*2. Special Event Permit Approval*

*(a) Approval by the Mayor. The Mayor or the Mayor's Designee may review and may approve the SEP based on Section [11-6-3\(C\)](#) I Review Considerations and the following additional criteria:*

- 1. This is a reoccurring event with no issues in the past; and*



2. *The event does not involve a Special Events Liquor Permit.*

*The Mayor or the Mayor's Designee, for any reason, may defer review and approval of the SEP to the Board of Trustees.*

*(b) Approval by Board of Trustees. If approval is not obtained by Section [11-6-3\(C\)2\(a\)](#) Approval by the Mayor, the Board of Trustees shall review the SEP application.*

*The Board shall review and may approve the application based on Section [11-6-3\(C\)1](#) Review Considerations. The Board, at its discretion, may require one (1) or more of the following:*

- 1. Require review of the SEP at a Public Hearing; and/or*
- 2. Permit all or only a portion of the SEP application; and/or*
- 3. Impose permit conditions on the event.*

**SUGGESTED MOTIONS**

***I make a motion to approve/(deny) A NEW SPECIAL EVENT APPLICATION FOR YARMONY MUSIC, LLC. "COLORADO HEADWATERS FESTIVAL" EVENT ON JULY 10<sup>TH</sup>, 2026, AND JULY 11<sup>TH</sup>, 2026***

RECEIVED

Section 9, Item C.



# Town Of Grand Lake Special Event Permit (SEP) Application

For a one-day Special Event, this application must be submitted at least 30 days prior. If the special event is for more than one day or involves liquor, this application must be submitted at least 90 days prior. This application must be submitted in full, with all required supporting documentation, to be considered for approval.

A permit will not be issued if the applicant is delinquent on any accounts of the Town or any of its enterprise funds.

**Contact Information**

Contact Person Name: Andrew McConathy Phone Number: \_\_\_\_\_  
 Address: 4 \_\_\_\_\_ City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

**Organization or Entity Information**

Organization: Yarmony Music, LLC Phone Number: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_ Email: \_\_\_\_\_

**Event Information**

Event Name: Colorado Headwaters Festival Dates of Event: 7/10/26-7/11/26  
 Is this the first occurrence of the event?  Yes  No  
 During Event Contact: Evan Anderson Phone Number: \_\_\_\_\_  
 Post Event Clean-up Contact: Evan Anderson Phone Number: \_\_\_\_\_

**Event Details**

Document Check List

*The following items must be submitted with the application. If no applicable, please note NA.*

Documents	Included in Application	Received By Town
<b>Site Plan – Including the following:</b>	X	
Dimensions and Locations of Specific Activities	X	✓
Delineation for Liquor Service & Consumption	X	✓
Ingress and Egress Points	X	✓
Off-Street Parking and Track Circulation	X	✓
Location of Any Signage	X	✓
Trash Can/Dumpster Location	X	✓
Restrooms/Porta-Potties Location	X	✓
<b>Copies of Colorado and Grand Lake Sales Tax Licenses</b> <i>in process</i>	X	
<b>Copy of Government or Non-Profit Status</b>	X	na
<b>Copy of Grand Lake Business License and/or Peddler's Applications</b> <i>in process</i>	X	
<b>Copy of Liquor License Application or License</b> <i>KFFR</i>		
<b>Endorsed Liability Insurance - Town of Grand Lake Listed as Additional Insured</b> <i>in process</i>		
<b>Fees Paid (New event fee \$250.00 and/or \$250.00 refundable damage deposit)</b> <i>in process</i>	X	
<b>Any Additional Information or Documents Which Pertain to the Event or this Application</b>	X	

**Event Details Continued**

Please answer the following questions in detail. If more space is needed to adequately respond to the questions, please attach them to this application; note in the space given where to find the response in the additional documentation.

What is the precise nature of the event: Colorado Headwaters Festival is an immersive, all-ages experience combining bluegrass, country, and Americana music with activities like floating, boating, and camping.

Detail the itinerary (dates & times) for event and clean-up: Music will occur on July 10 & July 11 with load in of fencing/stage/toilets/dumpsters on the 9th and cleanup/load out completed on the morning of the 12th.

List all Town facilities or parks to be used for the event: Stover Lakefront Park & Pavilions, Grand Lake Center Ball Field, Trinity Church Meadow, Parking Lot at Lake Ave. & Hancock St., Parking lot at Mary Dr. & Hwy 34, Town Square Park Pavilion  
*Please fill out the Facility Rental Application for each facility to be utilized*

State the compatibility with the surrounding properties and how the event will impact the neighboring businesses. Comments from surrounding businesses may be requested. Colorado Headwaters Festival will draw upwards of 2,000 attendees to visit local, bars, hotels, airbnbs, restaurants, grocery, and tourism in general.

List exact dates, times, and locations of requested street closures or blocking of parking spaces: \_\_\_\_\_  
Lake Ave. & Hancock between Town Dock and Grand Ave. from 8am on the 10th to 8am on the 12th.

What is the anticipated impact to on-street parking: The event will occupy nearly all on-street parking in the downtown area.

Detail planned signage for the event including dimensions of signs, locations, dates placed & removed: \_\_\_\_\_  
24" x 36" A-Frame Sandwich Signs, placed on 7/9 removed on 7/12.

Detail trash and waste plan, including placement & removal or containers and post event clean up: \_\_\_\_\_  
See site map for locations of all cans and dumpsters, all to be removed by morning of the 12th.

List any special requests or services to be provided by the town such as electricity sprinkler shut-off, sound system use, marquee announcement, use of Town Park kiosk: \_\_\_\_\_  
TBD but likely need to turn off the sprinklers at the Grand Lake Center Ball Field.

By signing below the applicant acknowledges they have received, reviewed, and understands the requirements set forth in Municipal Code Chapter 11: Municipal Property Regulations, including the notes bellow\*. The applicant further acknowledges the information contained on the application is true and correct and that submission of false information shall be cause for the SEP to be immediately revoked without notice or hearing. During the event, the SEP shall be available and presented upon demand at the location of the Special Event.

- \* Clean-up must be completed within 24 hours of the end of the event. If this is not accomplished the Town Staff will finish the clean-up resulting in a \$50.00 per hour per staff member charge to the even organization and no refunding of the damage deposit.
- \* No stakes may be used in any town park
- \* No alcohol is allowed unless a Special Event Liquor Permit has been issued

Signed by:  
Andrew McConathy  
Signature \_\_\_\_\_  
21F9CC8B3765473...

3/19/2025  
Date \_\_\_\_\_

For questions contact the town: Phone: 970-627-3435 Email: town@toglco.com



Date Received: RECEIVED MAR 09 2005  
 Fee Total Paid: 1500.00 dvc  
 Deposit Total Paid: 0  
 Facility Requested: Heckert Pavilion  
Lower Lakefront Park Pavilion  
Upper Lakefront Park Pavilion

### TOWN OF GRAND LAKE STRUCTURE AND FACILITY APPLICATION AND USE AGREEMENT

According to the use policies for Town of Grand Lake public facilities and structures (outlined by Resolution), any group or governmental entity (User) desiring to use public facilities and structure shall comply with the terms of the Resolution. The following information is required for this Application and Use Agreement.

User / Group Name: Yarmony Music, LLC  
 User / Group Contact Person: Andrew McConathy / Evan Anderson  
 Contact Mailing Address: \_\_\_\_\_  
 Contact Daytime Telephone Number: \_\_\_\_\_  
 Contact Email Address: \_\_\_\_\_

- Is this user group a Government, Non-Profit, or Special District?  Yes  No  
 Is this a reoccurring event?  Yes  No  
 Is this a pecuniary use? (Will you be selling something?)  Yes  No

**Please indicate event name, or use:**  
Colorado Headwaters Festival

Please identify your waste removal plan:

**Trash & Recycling cans, + Dumpsters will be dispersed on-sites as well as Portopotities that will all be removed by 8/12.**

Please check which structure(s) and/or facility (and applicable subsequent amenity) you would like to use as well as note the date(s) and time period(s):

- Community House (\$550 Deposit) + Fee  
Non profit (\$150/\$300) all others (\$300/\$600)
- Heckert Pavilion (\$20 non profit per hr) private \$30 per hr.  
 Electricity Use Requested (+\$25)
- Town Square Gazebo (\$10 per hr non-profit) private \$20 per hr.  
 Electricity Use Requested(+ \$25)
- Lakefront Park (Upper) Picnic Shelter (\$20 non-profit per hr) private \$30 per hr  
 Electricity Use Requested(+ \$25)
- Lakefront Park (Lower) Picnic Shelter (\$20 non-profit per hr) private \$30 per hr  
 Electricity Use Requested(+ \$25)
- Pitkin Annex ( \$550 Deposit) +Fee (\$30 non-profit 1/2 day, \$50 full day) private \$50 1/2 day, \$100 full day

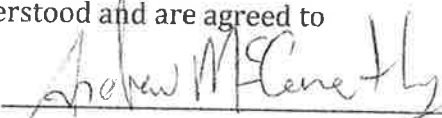
**DATE REQUESTED-START & END TIME**  
noon Thursday, July 10th - 8am Sunday, July 12th  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Please identify all businesses (including addresses and phone numbers) that may be providing services for this use. This list should include caterers, music services, rental companies, etc. Businesses providing delivery services should also be included:

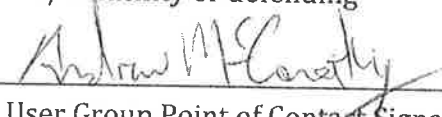
TBD - we intend to hire local restaurants to provide catering services, food vendors, etc for the event.

**NOTE: No alcohol is allowed in Town Parks.** If a private event, alcohol may be provided in the Community House only. If alcohol is to be sold, please contact the Town Clerk regarding liquor licensing.

**ACKNOWLEDGEMENT:** By my signature, I and my organization (User) hereby acknowledge to have received a copy of the Town of Grand Lake Resolution of policies for the Town of Grand Lake Public Facilities and Structures and that the policies have been read, understood and are agreed to comply with the terms thereof.

  
User Group Point of Contact Signature





**WAIVER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS CLAUSE:** By my signature, I agree and understand that the Town of Grand Lake is not responsible for the actions, activities or property of Users using the Town of Grand Lake's structures and/or facilities and hereby, for myself and the User Group I represent, I release and absolve the Town of Grand Lake from any liability associated with those actions, activities and/or property described herein this Agreement. I further indemnify and hold harmless the Town of Grand Lake from any and all claims arising out of our use of the premises; including costs associated with cleaning and waste removal as well as all costs and attorney's fees incurred in collecting for damages to said structure and/or facility or defending against claims of Users or User's invitees.

  
User Group Point of Contact Signature

Town of Grand Lake  
P.O. Box 99  
Grand Lake, CO 80447  
Ph. (970) 627-3435  
FAX (970) 627-9290  
town@toglco.com








# Headwaters Festival

## Parking Map

-  - Ball Field Camping and Meadows Car Camping
-  - Traffic Circulation
-  - Overflow Parking
-  - Water Tank Parking - Walk-in to Town



### Headwaters Festival Secure Area Map

-  - Alcohol Control Perimeter, fenced
-  - Fire / EMS Circulation
-  - Trash / Recycle
-  - Toilets
-  - Bar
-  - Stage
-  - Food / Vendor / Sponsor



ADA Parking

Fire/EMS circulation

Backstage and ADA Entrance

Alcohol Perimeter and Security Perimeter after 4pm

Main Entrance

24 hour secure area

Artist Backstage Area

Food Vendors

18 toilets

Main Stage

VIP Entrance

Bkstg/ADA Gate

# Headwaters Festival Traffic Flow and Signage Map

All signage = 24"x 36" A-frame type sign



# **COLORADO HEADWATERS FESTIVAL**

**JULY 10-11, 2026 - GRAND LAKE, CO**

*Background –*

Yarmony Music Festival (also called YarmonyGrass), founded in 2006, is a celebrated Colorado-based grassroots event known for its unique blend of live music, outdoor adventure, and community spirit. Traditionally held along the Colorado River at Rancho Del Rio, the festival creates an immersive experience that combines Bluegrass, Country, and Americana music with activities like boating, floating, hiking, fishing, and camping.

Over the past 20 years, Yarmony has evolved into a cherished gathering for music lovers, featuring breakout performances from artists like Billy Strings, Lukas Nelson, Greensky Bluegrass, Elephant Revival, Kitchen Dwellers, and host band, Drunken Hearts. With its intimate, grassroots feel and stunning natural backdrop, Yarmony has fostered a vibrant and loyal community, making it a standout event in Colorado’s vibrant music scene.

Keeping in mind everything that has made Yarmony so unique and beloved over the past two decades, it is an honor to present a new vision for an event in the same spirit... the inaugural **COLORADO HEADWATERS FESTIVAL JULY 10-11, 2026** in Grand Lake, CO!

We propose that main stage music take place in Lakefront Park from approximately 5pm-11pm on Friday, July 10<sup>th</sup>, and noon – 11pm on Saturday, July 11<sup>th</sup>, 2026. The beach would be open to the public on Saturday, July 11<sup>th</sup> until 3pm when we secure the venue. The main stage would begin at 5pm on Saturday, July 11<sup>th</sup> with bands playing on the Doris stage in the swimming area from noon-3pm, which would also be open to the public.

**Campgrounds:** 604 Lake Ave. & Grand Lake Center Ball Field

*Description of Use -*

On July 10-12, 2026 we propose to utilize the meadow at 604 Lake Ave. to camp approximately 200-300 patrons including approximately 50 RVs & Campers. Trinity Church In the Pines has graciously allowed us to enter and exit the property on the Church side (east) of the parcel – however, we propose creating an entrance off Cairns St. and an exit off Marina Dr by temporarily moving one or two sections of fence line that would be replaced on Sunday, July 12<sup>th</sup>. Traffic flow would operate as a one-way loop entering Cairns St. (see site plan) and exiting the other side of the property. If this isn’t a possibility, we would kindly utilize the Church entrance and exit at applicable hours.

We also intend to use the Ball Field at Grand Lake Center to camp approximately 120 campers on the field. No stakes will be used on the field. Trash & Recycling, Waste Removal, and mobile Bathroom protocols will remain the same for both campgrounds.

*Hours of Operation -*

The campground hours will run from noon on Friday, July 10 – noon on Sunday, July 12 with quiet hours starting each night at 11pm until the following morning at 9am. Trinity Church In the Pines has service on Sunday morning July 12 and Pastor David Heil has requested that no one exit our campground through the Church from approximately 9:15am – 10am so that churchgoers may have access to the church parking lot / traffic flow. However, we propose creating a temporary entrance off Cairns St. and a temporary exit off Marina Dr. by temporarily removing sections of fence that would be replaced on Sunday July 12<sup>th</sup>. Traffic flow would operate as a one-way loop entering from Cairns St. (see site plan) and exiting on Marina Dr. If not, we could certainly abide by Pastor Heil’s Sunday morning request and enter / exit through the Church parking lot.

*Bathrooms / Trash & Recycling -*

The festival will provide 1 mobile bathroom for approximately every 50 people in the campgrounds as well as 1 handwashing station for approximately every 20-50 people, in addition to bear proof garbage cans & recycling containers. The festival will also mark off individual campsites for all campers as well as RV / Camper spots to avoid unnecessary environmental impacts around the property and to protect vital soil areas, vegetation, etc.

*Security -*

Security will be on-site at both campgrounds for the entirety of our event Friday – Sunday, approximately 1 security guard per 50-100 people.

*Parking –*

The parking lot off Hwy 34 & Mary Rd. will be used for overflow parking as well as shuttle pick up and drop off. The Water Tank will also be utilized for extra overflow parking.



# BOARD OF TRUSTEES STAFF MEMORANDUM

**DATE:** March 24, 2025  
**TO:** Board of Trustees  
**FROM:** Steve Kudron, Town Manager  
 Angela Snyder, Contract Staff - Planning Department  
**SUBJECT:** **LEGISLATIVE (PUBLIC HEARING)** Consideration of Ordinance 02-2025 - Annexing to the Town Certain Real Property Located in Unincorporated Grand County at 120 County Road 663, Zoning Such Property As Single Family Residential – High Density, and Authorizing The Mayor to Sign the Associated Annexation Agreement.

### Overview

- **Property Owner and Applicant:** Michael P Ruger Trust & Linda Ashley Randall Trust c/o Michael Ruger and Linda Randall.
- **Location:** 120 County Road 663 (aka Summerland Park Road)
- **Size:** 4.88 acres
- **Proposed Zoning:** RSH, Single Family Residential - High Density
- **Attachments:**
  - Annexation Petition
  - Draft Annexation Plat
  - PC Resolution 05-2025
  - Ordinance

The property proposed to be annexed is adjacent to town limits, specifically the Cairns Additions.

Michael Ruger, manager of Michael P Ruger Trust, and Linda Randall, manager of Linda Ashley Randall Trust, filed the petition for annexation of the “Ruger Property” on January 24, 2025. The property was deemed eligible for annexation and the petition was accepted by the Board of Trustees on February 10, 2025.

The Planning Commission held a public hearing on March 18, 2025, to consider a recommendation on the zoning associated with the annexation. Planning Commission Resolution 05-2025, indicating their recommendation, is included with this packet.

### Annexation Request

This final step in the annexation process is a public hearing and consideration of the annexation, to establish zoning, and to approve an annexation agreement. Acceptance of the petition established that the property in question is eligible to be annexed. The official annexation of property is legislative, rather than quasi-judicial. There is no list of approval criteria. However,

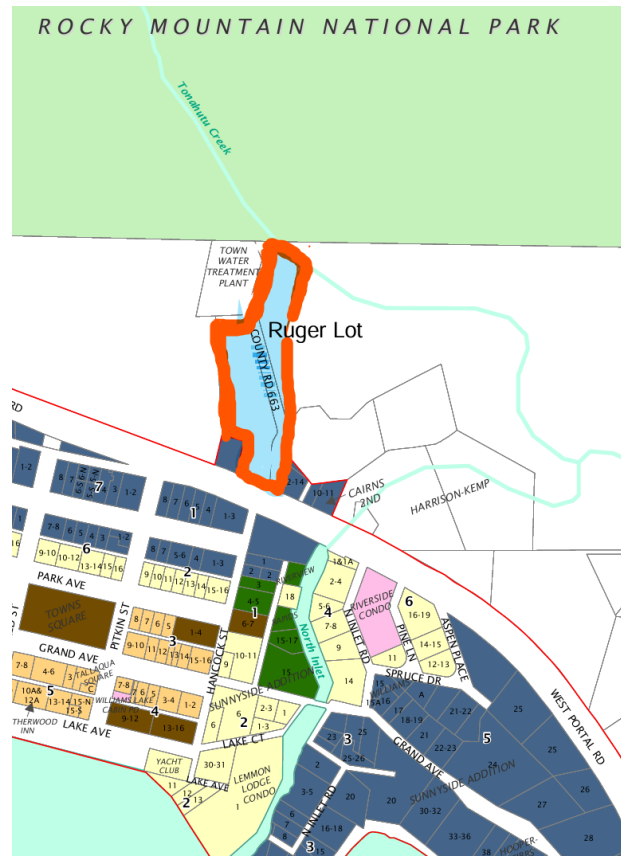


Figure 1 Location of the proposed annexation in relation to other annexations.



the Grand Lake Municipal Code does have several sections that apply to annexation.

**Requirement to surrender water rights**

§10.2.1 (D)

*With respect to all property annexed to the city after the effective date hereof and with respect to all property served by the municipal service plan of the Town by virtue of a contract entered into after the effective date hereof, the annexation agreement or contract shall contain: (1) A description of all water rights and well rights associated with or used on said property which divert water out of the Denver, Arapahoe, Laramie-Fox Hills or Dakota aquifers, and (2) an agreement to convey to the Town immediately upon annexation or execution of the contract, at no cost to the Town, all such water rights associated with or used on said property, including but not limited to rights represented by a well permit, well registration, or judicial decree for the diversion of water out of the Denver, Arapahoe, Laramie-Fox Hills or Dakota aquifers, all well rights and all rights to other structures associated with diversion of water out of the Denver, Arapahoe, Laramie-Fox Hills or Dakota aquifers underlying said property.*

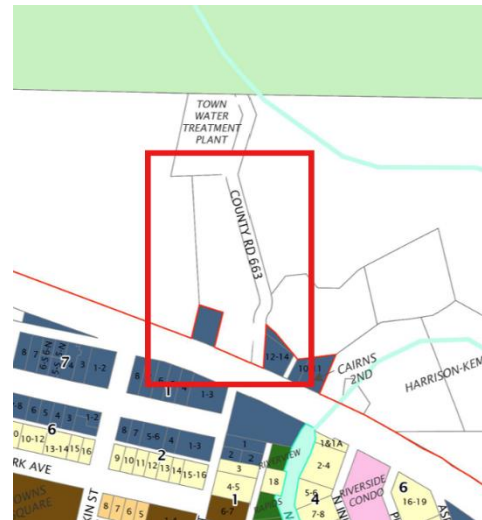
The property owner is not aware of any water rights associated with the property. A quit claim of water rights has been requested as part of the annexation agreement to ensure compliance with this requirement.

**Instructions for the zoning of newly annexed property**

§12-2-7 (E)

*Annexation of Additional Territory. Whenever any territory is added to the city limits of the Town of Grand Lake, plans for said annexation shall be presented to the Planning Commission for land use and zoning recommendations and the Board of Trustees in the Article providing for its addition to the City shall designate the district or districts in which it is included and it shall be governed by the provisions of the section governing the district to which it is attached and in the absence of the adoption of such resolution, such territory when annexed shall automatically become a part of the O—Open District.*

The applicant requests Single Family Residential – High Density zoning. Though topographically challenging, the property is conducive to residential development, as the property has Town of Grand Lake sewer and water lines running through it. The Town of Grand Lake already maintains County Road 633, as it is the road to the water treatment plant.



*Figure 2 Grand Lake Zoning Map featuring the proposed area to be annexed. The dark blue indicates the Single Family Residential - High Density Zone District.*

While the Town is not in possession of a subdivision application, the applicant has indicated an interest in dividing the property into seven (7), roughly half-acre lots. The annexation agreement limits the number of lots allowed to nine (9). This configuration would fall into the Residential Single-Family Low Density or a higher density zoning category.

The adjacent properties are all zoned RSH. So, while a lower density zone could be justified, staff recommends that it is better to be consistent with the zoning of adjacent properties, if possible. The applicant’s desired configuration of lots is allowed in the RSH zone, since there



is no maximum lot area limitation. See the comparison below of differences between low, middle, and high-density single-family districts for reference.

Measurement	RSL	RSM	RSH
Minimum Lot Area	14,000 SF per home	8,500 SF per home	5,000 SF per home
Minimum Lot Frontage	60'	60'	50'
Minimum Floor Area	1,000 SF (500 SF for ADU)	800 SF (500 SF for ADU)	800 SF (500 SF for ADU)
Maximum Floor Area	NA (1,000 SF for ADU)	NA (800 SF for ADU)	NA (800 SF for ADU)
Front Setback	25'	25'	25'
Side Setback	15'	10'	10'
Rear Setback	15'	10'	10'
Maximum Height	32'	32'	32'

**Inclusionary zoning requirements**

§ 12-10-3 (C)

*Applicability. Local Employee Residences shall be required as a condition of approval for all residential and mixed-use developments including planned developments (PDs), subdivisions, annexations and multi-family residential development permits.*

*(E) Exemptions 2. Proposed residential development of less than five (5) dwellings to be located on one (1) or more contiguous parcels of land held under the same or substantially the same ownership.*

In its current state, one parcel that can support one principal dwelling and one accessory dwelling, it is exempt. Land dedicated to the Town for local employee residences will be required if the property is subdivided into five (5) or more lots.

**Annexation Agreement**

The annexation agreement provided in the packet is the product of collaboration between the applicant, Town staff and consultant staff, and the Grand Lake Fire District. The agreement contains the following terms specific to this application:

1. The number of residential lots be limited to no more than nine (9), though the number of lots is more likely to be physically constrained to six (6) or seven (7). The property is topographically challenging. Each dwelling site must be accessible to fire and other emergency services. The applicant also desires that the number of lots be limited to maintain a lower density on the property overall, regardless of zoning.
2. The access road is not likely to be able to be brought to Town Standards, as is normally the case with a subdivision. Town Water Department staff indicated that importance of the water main in County Road 633. The main comes directly from the water treatment plan and provides water to all of Grand Lake. It is carefully protected from freezing with a particular combination of dirt and snowpack. Replacing or moving the pipe would be fiscally detrimental, would impact all of Grand Lake water service, and may not even be physically possible. Town staff has added language to the annexation agreement to indicate that the road can be improved, but not in such a way that critical public infrastructure is at risk. Specifically, it is unlikely to be able to be paved or brought to a grade less than eight percent (8%).
- 3.



3. Stormwater improvements will be required to protect against flood damage. Post-fire flooding exposed a risk to County Road 633. The applicant is aware that drainage concerns will need to be addressed as part of the subdivision process.

**Recommendation**

Staff recommends annexation of the Ruger property. It is contiguous with the Town boundary with access to municipal utilities. The low-impact residential development plan of the property provides the benefit of new housing without concern of congestion or overburden on municipal resources.

Staff recommends assigning the property a zoning designation of RSH, Single Family Residential – High Density, for the reasons stated above.

Staff recommends approval of the annexation agreement as presented without amendment.

**Sample Motions**

Approval

I move to approve Ordinance 02-2025, Annexing to the Town certain real property located in unincorporated Grand County at 120 County Road 663, zoning such property as Single Family Residential – High Density, and authorizing the Mayor to sign the associated Annexation Agreement.

Amendment

I move to deny Ordinance 02-2025, and to create a Resolution resolving that the Town will not annex to the Town certain real property located in unincorporated Grand County at 120 County Road 663.

**TOWN OF GRAND LAKE  
BOARD OF TRUSTEES  
ORDINANCE NO. 02-2025**

**AN ORDINANCE ANNEXING CERTAIN LANDS TO THE TOWN OF GRAND LAKE, COLORADO, AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT IN CONNECTION THEREWITH, ZONING SUCH LANDS SINGLE FAMILY RESIDENTIAL – HIGH DENSITY (RSH), AND DIRECTING THAT THE GRAND LAKE ZONING MAP BE AMENDED ACCORDINGLY**

**WHEREAS**, Michael P. Ruger Trust and Linda Ashley Randall Trust (the “Applicant”) filed with the Town Clerk a Petition for Annexation dated January 31, 2023 (the “Petition”) seeking to annex to the Town of Grand Lake, Colorado certain lands consisting of approximately 4.88 acres and more fully described in Exhibit A, attached (the “Property”); and

**WHEREAS**, on February 10, 2025 the Board of Trustees of the Town of Grand Lake, Colorado adopted Resolution 10-2025 and set the matter for a public hearing to be held on March 24, 2025, to determine whether the proposed annexation complied with Section 31-12-104 and Section 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility under the terms of Section 31-12-101, C.R.S., et seq.; and

**WHEREAS**, on March 24, 2025, after a public hearing, the Board of Trustees of the Town of Grand Lake, Colorado adopted Ordinance 02-2025 finding and concluding, *inter alia*, that the Property is eligible for annexation to the Town of Grand Lake, Colorado; and

**WHEREAS**, the Board of Trustees incorporates herein its findings and conclusions contained in Resolution 02-2025, as if fully set forth herein; and

**WHEREAS**, the Board concludes that it is in the best interest of the Town to annex the Property to the Town; and

**WHEREAS**, prior to the adoption of this Ordinance, the Board of Trustees has considered and adopted the 2023 Three Mile Plan for the Town of Grand Lake in Resolution 20-2023; and

**WHEREAS**, in connection with the annexation of the Property, the Applicant has requested that the Property be zoned Single Family Residential – High Density (RSH); and

**WHEREAS**, the proposed zoning of the Property was reviewed by the Town of Grand Lake Planning Commission on March 19, 2025, where, after a public hearing, the Planning Commission voted to approve Planning Commission Resolution 04-2025, recommending that the Board of Trustees zone the Property Single Family Residential – High Density (RSH); and

**WHEREAS**, as part of its public hearing to consider whether the Property should be annexed to the Town of Grand Lake, the Board of Trustees of the Town of Grand Lake also considered whether the Property should be zoned Single Family Residential – High Density (RSM); and

**WHEREAS**, zoning the Single Family Residential – High Density (RSH) is in substantial conformance with the Grand Lake Comprehensive Plan, also referred to as the Grand Lake Master Plan, as amended and Town’s 2023 Three Mile Plan, as amended, and is also consistent with and in harmony with the zoning and land uses of adjacent property and property in the immediate area; and

**WHEREAS**, in connection with the Petition, the Applicant and Town staff have negotiated a proposed Annexation Agreement, attached hereto as Exhibit B; and

**WHEREAS**, the Board of Trustees has reviewed the proposed Annexation Agreement and concludes that it is consistent with the Board’s understanding of the terms discussed in connection with this annexation and in the best interest of the Town.

**NOW THEREFORE, THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE HEREBY ORDAINS AS FOLLOWS:**

1. The property described in Exhibit A, attached hereto and incorporated herein by reference, shall be and hereby is annexed to, incorporated in and made a part of the Town of Grand Lake, Colorado, subject to the terms and conditions of the Annexation Agreement.
2. The annexation of such property to the Town of Grand Lake shall be complete and effective on the effective date of this ordinance, subject to the terms and conditions of the Annexation Agreement, except for the purpose of General Property Taxes, and shall be effective as to General Property Taxes on and after the first day of January, 2026.
3. The Property shall be zoned Single Family Residential – High Density (RSH) and the zoning map for the Town of Grand Lake shall be amended to reflect such zoning.

- 4. The Annexation Agreement is approved and the Mayor is hereby authorized and directed to enter into and execute the Annexation Agreement on behalf of the Town of Grand Lake.
- 5. The Town Clerk is hereby directed to record this Ordinance and the Annexation Agreement with the Grand County Clerk and Recorder and to take all administrative actions necessary to effectuate and complete this annexation.
- 6. Repeal. Existing ordinances or parts of ordinances covering the same matters as embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.
- 7. Validity. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town of Grand Lake hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE AFTER PUBLIC HEARING AND SIGNED THIS 24<sup>th</sup> DAY OF MARCH 2025.**

( S E A L )

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

**ATTEST:**

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

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

By: \_\_\_\_\_  
 Steve Kudron  
 Mayor

**EXHIBIT A**

**LEGAL DESCRIPTION**

A TRACT OF LAND SITUATED IN THE NORTHEAST QUARTER NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 75 WEST OF THE 6TH P.M., COUNTY OF GRAND, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 5, BEING A 2 1/2 INCH DIAMETER GLO BRASS CAP, DATED 1928; THENCE N88°54'34"W ALONG THE NORTH LINE OF THE NORTHEAST QUARTER NORTHWEST QUARTER, 166.04 FEET TO A REBAR AND CAP MARKED LS 18470; THENCE CONTINUING ALONG SAID NORTH LINE S88°35'34"W 12.70 FEET TO A NUMBER 3 REBAR; THENCE LEAVING SAID NORTH LINE, S23°02'39"E 154.82 FEET TO A NUMBER 4 REBAR; THENCE S16°22'45"W 232.67 FEET NAIL AND FLAGGING; THENCE N89°01'57"W 130.47 FEET TO ANAIL AND WASHER; THENCE S06°09'05"E 489.26 FEET TO A 1 INCH SQUARE BOLT HEAD; THENCE S70°11'33"E 99.43 FEET TO A 1 INCH SQUARE BOLT HEAD; THENCE S14°46'34"W 99.91 FEET TO A NUMBER 5 REBAR, BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY OF WEST PORTAL ROAD, (AKA TUNNEL ROAD); THENCE CONTINUING ALONG SAID NORTHERLY LINE, S70°17'44"E 106.50 FEET TO A 3.25 INCH ALUMINUM CAP WITH NO MARKINGS; THENCE S63°42'31"E 75.90 FEET TO A REBAR AND YELLOW PLASTIC CAP, PLS 26298 ON THE EAST LINE OF SAID NORTHEAST QUARTER NORTHWEST QUARTER OF SECTION 5; THENCE ALONG SAID EAST LINE N01°23'15"E 1047.22 FEET TO THE POINT OF COMMENCEMENT.

SAID TRACT CONTAINS 4.88 ACRE MORE OR LESS.

**EXHIBIT B**  
**ANNEXATION AGREEMENT**

**ANNEXATION AND DEVELOPMENT AGREEMENT  
RUGER VENTURES LLC,  
a Colorado Limited Liability Company**

THIS AGREEMENT is made and entered into this 12<sup>th</sup> day of March, 2025

**A. PARTIES**

The parties to this Agreement are the TOWN OF GRAND LAKE, a Colorado municipal corporation, P.O. Box 99, Grand Lake, CO 80447 ("the Town") and THE MICHAEL PATRICK RUGER LIVING TRUST DATED 02/14/2011 AND THE LINDA ASHLEY RANDALL LIVING TRUST DATED 02/14/2011 (collectively "Ruger").

**B. RECITALS**

THIS AGREEMENT is entered into on the basis of the following facts, understandings and intentions of the parties:

1. The Town is a municipal corporation existing under the laws of the State of Colorado. Ruger is two revocable living trusts created under the laws of the State of Colorado.
2. Ruger is the owner of property located in Grand County, Colorado, described as follows:

A tract of land in the NE¼ NW ¼ of Section 5, Township 3 North, Range 75 West of the 6th P.M., more particularly described as follows:

Beginning at the North Quarter corner of said Section 5;  
 thence North 88°55' West a distance of 178.84 feet along the North line of said Section 5 to the Northeasterly corner of the Grand Lake Water Treatment Plant Tract;  
 thence S. 23°14'01" E. a distance of 154.84 feet along the Easterly boundary of said Treatment Plant Tract;  
 thence along said Easterly boundary S. 16°28'43" W. a distance of 233.70 feet to the Southeasterly corner of said tract;  
 thence N. 88°53'57" W. a distance of 130.0 feet along the South line of said Tract;  
 thence S. 05°44' E. a distance of 489.03 feet to the Northwesterly corner of the Copeland Tract;  
 thence S. 70°17' E. a distance of 100.00 feet along the Northerly line of the Copeland Tract to the Northeasterly corner of said Tract;  
 thence S. 14°35' W. a distance of 100.00 feet along the Easterly line of said Tract to the Northerly lien of the U.S. Government Tunnel Road R.O.W.;

thence S. 70°17' E. a distance of 106.2 feet along said R.O.W. line to A.P. 166A;  
 thence S. 63°54' E. a distance of 75.91 feet along said R.O.W. line to the North and South centerline of said Section 5;  
 thence N. 01°32' E. a distance of 1047.22 feet along said centerline to the Point of Beginning (the "Ruger Property").

3. Ruger, as owner of the Ruger Property, is entitled to petition for annexation of said land to

the Town of Grand Lake pursuant to the provisions of C.R.S. §31-12-101, et seq.

- 4. Ruger desires to annex the Ruger Property to the Town and has submitted an Annexation Petition for that purpose. It is the contemplation of the Parties that this Agreement will be entered into before or at the same time as the Town adopts an ordinance or ordinances annexing the Ruger Property to the Town. However, this Agreement shall not become effective until thirty (30) days after publication of the ordinance(s) annexing and zoning the Ruger Property. If such ordinance(s) annexing and zoning the Ruger Property are published on or before April 23, 2025, then this Agreement may be declared null and void, at the election of either party.
- 5. The parties desire to set forth in this Agreement their agreements relative to the annexation and zoning of the Ruger Property.
- 6. Sections 31-12-121, et seq., C.R.S., *inter alia*, authorizes the Parties to enter into this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by the Town and Ruger, the parties agree as follows:

C. TERM OF AGREEMENT

The term of this Agreement shall be from the effective date of this Agreement as provided in Section B4 above for a period of three (3) years. After the expiration of the term, this Agreement shall be deemed terminated and of no further force and effect; provided, however, such termination shall not affect (a) annexation of the Ruger Property into the Town; (b) any vested rights obtained prior to such termination and contemplated to continue after such termination; or (c) any right arising from Town permits, approvals or other entitlements for the Ruger Property which were granted or approved prior to, concurrently with, or subsequent to the approval of this Agreement and that were contemplated to continue after termination of this Agreement.

D. VESTED RIGHTS

1. Sections 24-68-101, et seq., C.R.S., “the Vested Rights Statute,” provides for the establishment of vested property rights in order to ensure reasonable certainty, stability, and fairness in the land use planning process and in order to stimulate economic growth, secure the reasonable investment-backed expectations of landowners, and foster cooperation between the public and private sectors in the area of land use planning. The Vested Rights Statute has been implemented by the Town through the procedures set forth in the Town Code.

- 1. Pursuant to the provisions of the Vested Rights Statute and applicable sections of the Town Code, the parties find that the Development Plan set forth in Section F, below, as well as the final plats obtained pursuant to such Development Plan and the zoning contemplated by this Agreement, collectively constitute a site specific development

plan for the purposes of developing the Ruger Property, vesting in Ruger the right to develop the Ruger Property pursuant to such site specific development plan.

2. The vested rights associated with the Ruger Property, as set forth in this Section, shall run with the land and shall remain in effect throughout the term of this Agreement. No other vested rights are created or intended to be created by this Agreement, or any of the other documents relating to the Ruger Property. Upon expiration or termination of this Agreement all vested rights shall expire, except as otherwise expressly provided.
3. The Town finds the three (3) year duration of such vested property rights to be warranted in light of all relevant circumstances, including, but not limited to, the substantial size of the Ruger Property, the scale and phasing of the development, economic cycles and market conditions.
4. The Developer waives any prior vested property rights acquired in Grand County so long as the Property remains annexed into the Town.

E. ZONING

Pursuant to Chapter 12, Article 2 of the Grand Lake Town Code, Ruger has requested that, upon annexation, the Ruger Property be zoned Single-Family Residential High Density (RSH). Parcels already within the town limits of the Town of Grand Lake which are adjacent to the Ruger Property to the south are all zoned RSH. A Zoning Map evidencing the adjacent lots is attached hereto as **Exhibit A**. If an ordinance adopting such zoning classifications for the Ruger Property is not finally adopted by the Town concurrently with the adoption of the ordinance annexing the property, then Ruger may withdraw its petition for annexation, if the annexation is not yet final, or if such petition cannot be withdrawn, then the Town shall repeal and rescind the annexation of the Property upon Ruger's request made within thirty (30) days after the adoption and publication of the annexation ordinance and expiration of any period allowed by law for filing a referendum petition with respect to such ordinance. Thereupon, this Agreement shall be null and void and of no further effect.

F. DEVELOPMENT PLAN

Ruger shall develop the Ruger Property in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal laws and regulations.

Ruger anticipates that the Property will eventually be subdivided into no more than nine parcels. The actual development plan is not included now inasmuch as it is dependent upon the approval of the Petition for Annexation and the approval of the requested zoning. Ruger acknowledges that further permits and approvals will be necessary when the development plans are finalized.

## G. SERVICES

### Water

It is anticipated that water service will be provided to the Property by the Town of Grand Lake. There is a water main which crosses the Property under CR 633. A number of taps must be purchased based upon the number of lots which will be created on the Property. The applicant agrees to quit claim any underlying ground water rights associated with the property pursuant to Grand Lake Municipal Code Section 10-1-5 (D).

### Sewer

The parties anticipate that sewer treatment services will be provided by the Three Lakes Water and Sanitation District. There is currently a sewer main which runs adjacent to the east boundary line of the Property. It is anticipated that taps must be purchased based upon the number of lots in the final development plan.

### Roads

County Road 633, a dirt road, currently crosses the Ruger Property to access the Town water plant and a trailhead to Rocky Mountain National Park. Beneath the road is an existing water main, which will be protected through the design and development process. To the extent possible, the road will be brought up to Town Standards, without impacting the current infrastructure. The parties agree that geographical consideration make it likely impractical to bring this road to Town Standards. Specifically, the road may not be able to be paved or be brought to a grade of 8% or less. The applicant continues to work with the Fire Department as well. Drainage in the shoulder will be improved to accommodate a one percent annual chance flood event. The Rocky Mountain trailhead and water plant access easement will remain in place.

### Other Services

After the effective date of this Agreement, the Town agrees to provide the Ruger Property such other municipal services currently provided within the Town and on terms and conditions on which such services are provided generally to other comparable properties within the Town. These provisions shall not be construed as a limitation upon the authority of the Town to adopt different ordinances, rules, regulations, resolutions, policies or codes which change charges or costs for any service or class of service or any other charges so long as they apply throughout the Town uniformly or to the class of service uniformly or to all users of a particular utility system, such as a particular water stem or sewer system, uniformly.

## H. DEFAULT AND REMEDIES

1. If the Town alleges that Ruger is in default under this Agreement and Ruger does not cure that default within thirty (30) days following written notice from the Town, the Town shall be entitled to the following remedies which shall be cumulative: (1) injunctive relief; (2) specific performance; (3) withholding of any pending applications or approvals, including but not limited to subdivision

applications, building permits, certificates of occupancy, initial or final acceptance of improvements; and (4) any other remedies permitted under the Town's Subdivision Regulations, the Town Code, or otherwise available at law or in equity, except damages. The Town shall extend the cure period if the nature of the default is such that it cannot reasonably be remedied within thirty (30) days, provided Ruger commences the corrective action within thirty (30) days and diligently pursues such correction thereafter.

2. If Ruger alleges the Town is in default under this Agreement and the Town does not cure its default within thirty (30) days following written notice from Ruger, Ruger will be entitled to the following remedies which shall be cumulative: (1) injunctive relief; (2) specific performance; and (3) any other remedies available at law or in equity, except damages. Any remedies available to Ruger shall be limited by the then existing governmental immunity act. Ruger shall extend the cure period if the nature of the default is such that it cannot reasonably be remedied within thirty (30) days, provided the Town commences corrective action within thirty (30) days and diligently pursues such correction thereafter.

I. MISCELLANEOUS

1. Town Fees, Costs and Expenses. Ruger hereby agrees to pay all fees, costs, and expenses associated with the negotiation, preparation, review and approval of this Agreement and the initial zoning of the Ruger Property. Such fees, costs and expenses shall include, but are not limited to engineering, planning, surveying, administrative, and legal fees, as well as reimbursement for Town staff time. In addition, Ruger shall reimburse the Town for all fees, costs, and expenses incurred by the Town in connection with or relating in any manner to implementing this Agreement or the zoning or the development of the Ruger Property after it has been annexed to the Town, including but not limited to engineering, planning, surveying, administrative, and legal fees, as well as reimbursement for Town staff time, and all recording costs and the costs of making corrections or additions to the official town map. Full payment shall be made by Ruger for all amounts provided for in this Section within ten (10) days of billing. Ruger agrees to pay all building fees, permit fees, use taxes, impact fees, and excise taxes as established by Town ordinance at the time this Agreement is executed and such additional fees and taxes as may be in effect at any time during the development of the Ruger Property. The Town may withhold any plat or site plan approval or withhold the issuance of any permits for construction or occupancy for failure to reimburse the Town for fees, costs and expenses or failure to pay Town fees or taxes, as provided herein or in the Town Code. All fees recited in this Agreement shall be subject to amendment by the Town by ordinance so long as any such amendment is Town-wide in application. Any such amendment to the fees shall be deemed incorporated into this Agreements as if originally set forth herein. The obligation of Ruger to pay the fees, costs and expenses as set forth in this section shall survive any termination or expiration of this Agreement. In addition to any other remedies available to the Town, in the event Ruger fails or refuses to pay the fees, costs and expenses incurred by the Town as provided in this section, the parties hereby agree that to the extent permitted by law, the Town can certify such outstanding and unpaid amounts to the Grand County Clerk and/or Assessor, to be levied as a lien against the Property in the same manner as delinquent taxes, and such levy shall include the unpaid amounts, as well as all attorney fees, costs and other expenses incurred by the Town or Grand County in collecting such funds. If any fees, costs or expenses or other funds owed by Ruger to the Town remain unpaid for a period of one (1) year or more, then the Town may (1) vacate any subdivision plat approved by the Town at or after the time of annexation to the extent no building permits for new structures have been built on the property and/or (2) withdraw approval of any site plan approved by the Town after annexation to the extent no building has been constructed based on such site plan. The remedies set forth in this Section shall be in addition to

the remedies set forth in the Default and Remedies, above.

2. The Town agrees that the fees charged by the Town for the annexation, and initial zoning of the Ruger Property shall be consistent with the amount of the normal and customary fees payable under the Town's ordinances. Actual fees paid to the Town for review of the annexation and initial zoning application shall be capped at \$5,000.00. In the event this \$5,000.00 cap is reached before the annexation and initial zoning of the Ruger Property is completed, the Town shall cease further processing of all pending matters, unless and until further agreement is reached between the Parties regarding additional fees and charges to be paid by Ruger.

3. Each and every element of this Annexation and Development Plan is an integral and necessary part of the whole plan for purposes of the development and use of the Ruger Property. Further, it is both parties' desire that all of the details of Ruger's Annexation and Development Plan be agreed upon prior to any approvals, acceptances or permits being granted. All of the necessary approval processes in connection with this plan, namely, annexation, rezoning, major subdivision, minor subdivision and conditional use permit shall proceed concurrently, and each shall be conditioned upon the approval of the other applications. If any of the applications referenced in this Plan is rejected or denied by the Town, or cannot be agreed upon, then all applications shall be deemed withdrawn.

4. Time is of the essence with respect to the performance of each party's obligations hereunder. However, neither party shall be liable for delays or failures to perform due to acts of God, strikes, civil commotions, epidemics, quarantines, freight embargos, or other causes of similar nature not reasonable within such party's control.

5. Referendum

In the event that the ordinances to be considered by the Town relative to the annexation, initial zoning and initial development of the Ruger Property become the subject of a citizen petitioned referendum, the ordinances subject to such referendum, and this Agreement shall be suspended pending the outcome of the referendum. If the result of the referendum election is to reject such annexation, zoning or development, all of the provisions contained herein shall be null and void and of no effect, and such rejection shall be deemed a "failure to serve" pursuant to Section 31-12-119, C.R.S., but shall not be deemed to be a default by the Town under Section H. and remedies provided in Section H. shall not be available. Conversely, if the result of such referendum election is to affirm such annexation, zoning and development, the Ruger Property shall be deemed finally annexed and zoned and the development thereof approved, whereupon this Agreement shall become effective and the parties shall be bound by all of the terms and conditions contained herein as of the effective date of this Agreement. If Ruger does not consent to the repeal of the annexation, zoning and development of the Ruger Property in response to such a referendum, then the parties agree to cooperate in the defense of the annexation, zoning and development of the Ruger Property and Ruger agrees to reimburse the Town for all costs and attorneys' fees in defending and participating in such referendum, including but not limited to the costs of the referendum election.

6. Recording of Agreement and Binding Effect

This Agreement, shall be recorded with the Clerk and Recorder in Grand County, Colorado, shall run with the land, and shall be binding upon and inure to the benefit of the heirs, successors and assigns

of the parties hereto; provided, however, that no individual residential unit within the Ruger Property that has been sold to an individual lot owner, other than Ruger, shall have any obligation or liability of any kind under this Agreement. This Agreement shall not constitute an encumbrance or cloud on title on any such individual residential units included in the Ruger Property. Ruger shall pay all recording fees for the recording of this Agreement.

7. Entire Agreement

This Agreement and the adopting ordinance of the Town embodies the whole agreement of the Parties. This Agreement shall supersede all previous communications, representations, or agreements either verbal or written between the parties hereto. The exhibits are incorporated into and made a part hereof.

8. Notice

Any notice required or permitted under this Agreement will be deemed to be received when delivered personally in writing or five (5) days after notice has been deposited with the U.S. Postal Service, postage prepaid, certified and return receipt requested, and addressed as follows:

To Ruger:	With a copy to:
Michael Ruger, Trustee Linda Ashley Randall, Trustee 5160 Redwood Dr. Bow Mar, CO 80123	Noriyuki & Parker, P.C. P.O. Box 949 Granby, CO 80446

To Town:	With a copy to:
Grand Lake Town Manager Post Office Box 99 Grand Lake, CO 80447	Scotty P. Krob, Town Attorney 8400 E. Prentice Ave., Penthouse Greenwood Village, CO 80111

Either party may change the address to which notice is to be sent by providing notice in the manner set forth in this Section H.7.

9. Cooperative Drafting

This Agreement is the product of a cooperative drafting effort by the Town and Ruger and shall not be construed or interpreted against either party solely on the basis that one party or its attorney drafted this Agreement or any portion of it.

10. Severability

The fact that any portion of this Agreement may be held to be unenforceable shall not affect the enforceability of the remaining portions thereof, but shall be reformed by a court of competent jurisdiction to the extent necessary to make said portion enforceable.

11. Amendment

This Agreement cannot be modified or revoked except by an instrument in writing signed by the Town and Ruger.

12. No Third Party Beneficiaries

Except as otherwise provided herein, nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any legal person other than the Parties, any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all of the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties. Nothing in this Agreement is intended to interfere with the agreements of the Parties with third parties.

13. Continued Authority of Town

This Agreement are intended to prescribe a general plan for the use and development of the Ruger Property. However, except as expressly provided herein this Agreement does not supplant the Town's land use regulations and other ordinances and regulations as they relate to the Ruger Property and shall not be construed to limit the authority of the Town to adopt different ordinances, resolutions, regulations, rules, policies or codes so long as they apply throughout the Town uniformly or to classes of individuals or properties uniformly.

The provisions of this Agreement reflect the requirements of the Town's utilities at the time of annexation of the Ruger Property. These provisions shall not be construed as a limitation upon the authority of the Town to adopt different ordinances, rules, regulations, resolutions, policies or codes which change charges or costs for any service or class of service or any other charges so long as they apply throughout the Town uniformly or to the class of service uniformly or to all users of a particular utility system, such as a particular water system or sewer system, uniformly.

Except as otherwise expressly provided in this Agreement the establishment of vested property rights under this Agreement shall not preclude the application on a uniform and non-discriminatory basis of Town regulations of general applicability (including, but not limited to, building, fire, plumbing, electrical and mechanical codes) as all of such regulations exist on the date of this Agreement or as they may be enacted or amended after the date of this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto subscribed their signatures

**APPROVED:**

**TOWN OF GRAND LAKE**

By: \_\_\_\_\_  
Steve Kudron, Mayor

Dated: \_\_\_\_\_

**ATTEST:**

**TOWN OF GRAND LAKE**

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

Alayna Carrell  
Town Clerk

Dated: \_\_\_\_\_

STATE OF COLORADO    )  
                                  ) SS  
COUNTY OF GRAND    )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by Steve Kudron, as Mayor, and Alayna Carrell, as Town Clerk, of the Town of Grand Lake, a Colorado municipal corporation.

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

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

**APPLICANT:**

**THE MICHAEL PATRICK RUGER  
LIVING TRUST DATED 02/14/2011**





BOARD OF TRUSTEES STAFF MEMORANDUM

DATE: March 24, 2025
TO: Board of Trustees
FROM: Angela Snyder, Contract Staff - Planning Department
SUBJECT: QUASI-JUDICIAL (PUBLIC HEARING) Continuation of Consideration of a Shoreline Variance on Lot 6, Shadow Pointe, More Commonly Referred to as 300 Lakeside Drive

Town of Grand Lake Planning Commission Public Hearing Process

Public hearings are typically conducted as follows:

- 1. The Chair opens the Public Hearing
2. Staff present the request and staff's analysis
3. The applicant addresses the Commission
4. The Chair invites public comment
5. The Commission discusses the request and asks questions of staff and the applicant
6. The Chair closes the Public Hearing
7. The Commission makes a motion and votes on their recommendation to the Town Board of Trustees

Overview

Property Owner and Applicant: Linda and Mark Chapdelaine

Location: 300 Lakeside Drive

Legal Description: Lot 6, Shadow Pointe Subdivision, Town of Grand Lake, State of Colorado

Request: Encroachment into the 30' water quality setback for a cantilevered boat slip

The applicants, Mark and Linda Chapdelaine, have requested a cantilevered boat slip on their property along the shore of the passageway between Shadow Mountain Lake and the Grand Lake Estates Homeowners Association marina. The Planning Commission, at their March 19, 2025 meeting, continued their consideration to May 7, 2025, in order to provide the applicant time to address their requests.

Notice

Section 12-2-29 (A) (2) of the Grand Lake Municipal Code (the "Code") provides instruction for activities proposed within the thirty (30) foot water quality setback, also referred to in the Code as the stream and lake setback. The code dictates Planning Commission to give a recommendation to the Board of Trustees. The Board of Trustees make the final decision. Notice was published on March 5, 2025, in the Middle Park Times and sent certified mail to all property owners within two hundred (200) feet of the property. An aerial image included with the mailed notice included the incorrect property circled (304 Lakeside Drive); however, the address and legal description were correct, making the notice valid.

Staff Recommendation

Staff recommends the Board of Trustees continue the consideration of the request to a date certain that is at least two weeks after the Planning Commission Continuance, scheduled for May 7, 2025. Please note, public comments shall be limited to the continuance, as the Board of Trustees will not have heard the staff and applicant presentation on the

subject.

**Sample Motion**

*Continuance*

I move to continue consideration of a Shoreline Variance for a boat dock at 300 Lakeside Drive to [ a date certain ] at [time].



**Request for Board Action**

Meeting Date: 3/24/2025

Agenda Item No: F	Department: Manager	Presenter: Kudron
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**ITEM:**

**Request to consider compensation for Planning Commission members**

**Background**

Currently, members of the Planning Commission do not receive any compensation for the time that they put into the governance of Grand Lake. As the Town takes on more and more projects and sees greater economic growth, the time required of the Commissioners has increased substantially. The time commitments have become a barrier for many of our citizens who may be interested in holding a six-year appointed office. As the Town government it is important to encourage as many of our citizens to participate in the decisions made by our Town as we can.

Service on the Planning Commission creates more than just a drain on people’s time, it can also prove to be a financial burden. For example, many young parents often need to pay for day care just to attend meetings.

Many towns have addressed the problem of attracting candidates by providing some level of compensation for the members’ services. These include the towns of Granby, Fraser and Winter Park. The rate of pay in those jurisdictions is:

- Granby - Commissioners - \$50/ meeting
- Fraser - Commissioners - \$100/ meeting
- Winter Park - Commissioners - \$300/ meeting

In general, these payments do not come close to providing a reasonable compensation for the actual work put in; however, the payments do allow commissioners to cover the incidental costs associated with their service. Several communities require attendance at scheduled meetings as a prerequisite to receiving compensation for that meeting (or time period).

Commissioner pay is subject to both state statutes and local code. Our Town of Grand Lake code 12-1-3 states that Commissioners shall serve as such without compensation. As such any Commissioner pay must be approved by ordinance.

After considering the options, the Board should discuss and decide whether or not to provide compensation for the Planning Commission. In addition to compensation, the Board may offer as a measure of compensation reduced or free membership to Town activities such as recreation memberships. These benefits would be allocated as compensation to the Commission compensation line item.

Staff recommends the Board consider the item. An ordinance is provided for your reference.

**TOWN OF GRAND LAKE BOARD OF TRUSTEES  
ORDINANCE NO. 03-2025**

**AN ORDINANCE ESTABLISHING COMPENSATION FOR PLANNING COMMISSIONERS**

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

**WHEREAS**, the Town relies upon the service provided by members of the Planning Commission as outline in Municipal Code 12-1-1 to 12-1-8; and

**WHEREAS**, the Commissioners commit extensive amounts of time in order to provide informed decisions regarding the Town’s planning and zoning issues; and

**WHEREAS**, almost all Planning Commissions in Grand County provide compensation for the work performed by their Commissioners; and

**WHEREAS**, in order to encourage community members to commit to the time requirements required as Planning Commissioners, the Board of Trustees finds that adequate compensation is required; and

**WHEREAS**, without the service of the members of the Planning Commission, the Town will not be able to provide the necessary services to its citizens.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THAT:**

1. All members of the Planning Commission shall receive \_\_\_\_\_ as compensation for their services. Such compensation shall be paid to all eligible Commissioners as defined by Colorado state statute.
2. Severability. If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this Ordinance and each part hereof irrespective of the fact that any one part or parts are declared unconstitutional or otherwise invalid.
3. Repeal. Existing ordinances or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance. Except as specifically amended by this ordinance, all other provisions of the Grand Lake Town Code shall remain in full force and effect.

**INTRODUCED, APPROVED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 24<sup>th</sup> DAY OF MARCH 2025.**

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

**ATTEST:**

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

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

By: \_\_\_\_\_  
Christina Bergquist  
Mayor



**Request for Board Action**

Meeting Date: 3/24/2025

Agenda Item No: G	Department: Manager	Presenter: Kudron
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**ITEM:**

**Request to appoint Fraser Trustee Adam Cwiklin as Grand County Municipal Utility Representative to the Colorado Basin Roundtable**

**BACKGROUND:**

There is a need for the Town Municipalities of Grand County to fill a Grand County Municipal Rep seat on the Colorado Basin Roundtable <https://www.coloradobasinroundtable.org> . Here’s additional info on Statewide Basin Roundtables <https://cwcb.colorado.gov/about-us/basin-roundtables> .

Fraser Trustee Adam Cwiklin is very interested in serving on the CBRT and representing the towns. His background in conservation and municipal water and wastewater would serve him well in this position.

This is the relevant law regarding the role:

HB05-1177 (CRS 37-75-104) that created the RT’s, which is referenced in our CBRT Bylaws:

(4)(a)(II) ONE MUNICIPAL MEMBER FOR EACH COUNTY LOCATED IN WHOLE OR IN PART WITHIN THE BASIN ROUNDTABLE, WHO SHALL BE APPOINTED JOINTLY BY THE GOVERNING BODIES OF ALL MUNICIPALITIES WITHIN THAT PORTION OF THE COUNTY THAT IS LOCATED WITHIN THE ROUNDTABLE;

A copy of Mr. Cwiklin is attached for your review.

Staff RECOMMENDS the Board appoint Adam Cwilkin to serve as the Town’s appointee as Colorado Basin Round Table Municipal Representative.

**Suggested Motions:**

I move to recommend Adam Cwilkin, Fraser Town Trustee to serve as Grand County’s Municipal Utility representative to the Colorado Basin RoundTable (CBRT)

OR:

I move to NOT recommend Adam Cwilkin, Fraser Town Trustee to serve as Grand County’s Municipal Utility representative to the Colorado Basin RoundTable (CBRT).

# Item Adam Cwiklin

My career has evolved, but the central theme and motivation have always been natural resource stewardship and community. My goal is to be an effective steward of land and water resources utilizing research, planning, management, and policy. I am an analytical and logical strategic thinker that generates pragmatic creative solutions to complex problems.

## Accomplishments

- Established the utility division within the town's Public Works Department. Expanded the operations team from a part-time employee to four full-time employees.
- Transitioned Fraser from a reactive to a proactive approach in system management by fostering team development, State compliance, and initiating the Town's inaugural 10-year Capital Improvement Plan and Water Efficiency Plans.

## Skills

- Strategic Planning/systems thinking
- Water Resources
- Regulatory Compliance
- Project/Program Development and Management
- Team Building
- Grant writing
- Budgeting/CIP
- Land Use Planning

## Work Experience

### Independent Contractor

April 2023 to December 2023

- Working with YMCA of the Rockies at the Snow Mountain Ranch Campus to help develop their asset management, operations, and maintenance programs
- Resulted in replacement of 3000' of sanitary sewer line and additional spot repairs
- Resulted in waterline repairs decreasing system water loss by two thirds

### Water and Wastewater Superintendent

Town of Fraser - Fraser, CO

February 2014 to April 2022

- at achieving Fraser's mission and long-term objectives to support Fraser and its taxpayers Worked with the Public Works Director, Planner, Town Manager, and the Board of Trustees to implement programs and projects aimed
- Oversees all aspects of water production, distribution, and wastewater collection systems, including augmentation, operations, maintenance, compliance, grants, and water rights administration
- Lead of Town water supply, demand, efficiency, and capital mastering planning efforts
- Member of Fraser Development Review Team meeting with public and developers to explain Fraser's development process and requirements
- Assisted in Public Works departmental budgeting, planning, CIP, and policy development
- Project and Program Development and Management
- Implemented GIS based asset management program

- Represent the Town in local and regional efforts such as local watershed, water quantity/ quality, drought management, and source water protection groups

### **Trustee, Town of Fraser**

Town of Fraser - Fraser, CO  
April 2004 to March 2010  
April 2012 to March 2014

I was a public official, elected by the people of Fraser, Colorado. As a representative, I engaged in policy issues relating to the health and well-being of the Town's residents and businesses and served on several committees.

- Water and Wastewater policy committee
- Budget committee
- Northwest Colorado Council of Government Water Quality and Quantity Group

### **Water and Wastewater Operator**

Tabernash Meadows Water and Sanitation District - Tabernash, CO  
April 2012 to February 2014

- Daily administrative duties
- GIS/GPS water and wastewater system mapping
- Water, Wastewater, Collection and Distribution Systems Operator

### **Board Member, Fraser Sanitation District, Board of Directors**

Fraser Sanitation District - Fraser, CO  
April 2005 to January 2010

I was a public official, elected to govern the Fraser Sanitation District (FSD) policy. FSD was the owner of a regional collection system and the managing entity of a multi-jurisdictional wastewater treatment plant.

- District policy and rates
- Infrastructure acceptance

### **Conservation Specialist**

Middle Park Land Trust (now Colorado Headwaters Land Trust) - Granby, CO  
June 2002 to April 2005, Sept 2007 to October 2009

- Added Water to mission and began tying water rights to land through Conservation Easements
- Managed and negotiated Conservation Easement Projects and stewardship activities
- Developed Colorado River Headwaters Conservation Program, guiding document of the Land Trusts current conservation initiatives
- Wetland mitigation projects and partnerships

### **Other Relevant Activities**

- Grand County Open Lands, Rivers, and Trails Advisory Committee appointee

### **Education**

B.S. Wildlife Biology, College of Natural Resources, Colorado State University, Fort Collins

- Interdisciplinary Certificate, Conservation Biology
- Additional graduate level classwork
- Dale Hien Award Recipient, Outstanding Student College of Natural Resources, Pingree Park
- Returned as non-traditional student, non-degree, in Water Resources/Hydrology

## Trainings, Certifications, and Licenses

- Water Leaders Program, Water Education Colorado
- AWWA, Basic Management & Supervisory Leadership Training Program
- AWWA, M36 and the Colorado Water Loss Initiative
- Colorado Certified Water Professional:
  - Water B
  - Wastewater C
  - Distribution 2
  - Collections 2