



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING AGENDA

Monday, February 12, 2024 at 4:30 PM

Town Hall Board Room – 1026 Park Avenue

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

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

<https://us06web.zoom.us/j/83370275833>

You can also dial in using your phone.

United States: 719 359 4580

Access Code: 833 7027 5833

WORK SESSION 4:30 PM

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Items of Discussion
 - A. Discussion about One-Year Capital Improvement Plan

EVENING MEETING 6:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Announcements
4. Roll Call
5. Conflicts of Interest
6. Manager's Report
7. Public Comments (Limited to 3 Minutes)
8. Consideration to Approve Meeting Minutes
 - A. January 22, 2024
9. Consideration to Approve Accounts Payable
 - A. February 22, 2024
10. Items of Discussion
 - A. Consideration of Resolution 03-2024, Adopting a Pay Schedule & Job Classification
 - B. Consideration of Resolution 05-2024, Setting Certain Fees for the Grand Arts Council's Use of the Grand Lake Community House on February 10, 2024
 - C. Consideration of Resolution 06-2024, Waiving the Special Event Fee and the Facility Rental Fee for Rocky Mountain Folk School's Special Event, "Flora on the Gel Plate"
 - D. Consideration of Resolution 08-2024, Waiving the Special Event Fee and the Facility/AV Equipment Rental Fees for the Grand Arts Council's Special Event, "Moors & McCumber Concert"
 - E. Consideration of Resolution 09-2024, Waiving the Special Event Fee and the Facility Rental Fees for the Grand Arts Council's Special Event, "Colorado Children's Chorale"
 - F. Consideration of Resolution 10-2024, Waiving the Special Event Fee and the Facility Rental Fee for Rocky Mountain Folk School's Special Event, "Mixed Media Mosaics"
 - G. Consideration of Resolution 11-2024, Setting Certain Fees for the Grand Lake Rotary's Use of the Heckert Pavilion on July 4, 2024
 - H. Consideration of Resolution 12-2024, Setting Certain Fees for the Mile Hi Snowmobile Club's Use of the Grand Lake Community House on February 17, 2024

- I. Consideration of Resolution 13-2024, Waiving the Special Event Fee and the Facility Rental Fee for Rocky Mountain Folk School's Special Event, "Ice Sculpting"
- J. Consideration of Resolution 14-2024, Setting Certain Fees for the Colorado Chili Pod, LLC.'s Use of the Heckert Pavilion on June 22, 2024
- K. Consideration of Resolution 15-2024, Authorizing Tasting at Retail Liquor Stores and at Liquor-Licensed Drugstores in Grand Lake, Colorado Pursuant to C.R.S. 44-3-301(10)
- L. Consideration to Approve a Special Event Liquor License from the Grand Arts Council, for Their "Moors & McCumber Concert" on March 16, 2024 at the Grand Lake Community House
- M. **Public Hearing (Quasi-Judicial)** Resolution 07-2024; A Resolution to Approval of a Lot Consolidation of Lots 3-5, Block 1, Sunnyside Addition to Grand Lake, More Commonly Referred to as 240 and 300 Hancock Street
- N. Consideration of Ordinance 01-2024 to Amend Town Code Section 9-1-1(E) Regarding Landscaping Inspections and Related Bond Requirements
- O. Consideration of Ordinance 02-2024 Amending Town Code Section 12-7-3 Clarifying the Definition of Accent Exterior Material
- P. Consideration of an MOU for use of Civic Rec for Rocky Mountain Folk School & Colorado Aeorlab
- Q. Consideration to Designate Three Lakes Watershed Association as an Official Representative of the Town on Water Clarity Issues
- R. Consideration for a Bid of a New Skidsteer

11. Future Items for Consideration
12. Mayor's Report
13. Adjourn Meeting



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

To: Mayor Kudron and the Grand Lake Board of Trustees
From: John Crone, Town Manager
Re: Workshop on One-Year Capital Plan
Date: February 12, 2024

Background

At the last Board of Trustees retreat, the Board identified several capital projects that can be completed over the next five years. These projects were broken down into one-, three-, and five-year schedules. Throughout the year we will readdress these lists to ensure that we have included everything that the Board wants to see done, and to work out the details of the Board's vision.

At the previous BOT workshop, the Board had significant discussions, primarily about Lake Avenue at the beachfront area. At this workshop we will discuss the remaining capital plans for this year.

Items Identified at the Retreat

Road Repair, Construction, and Maintenance – These items have a dedicated funding source from our 1% sales tax. Clearly, road repair is driven largely by the situation at the end of mud season. If there are obvious repairs needed to be made, we will make them. However, there are areas that may not rise to the level of necessary repair that would nonetheless benefit the Town if they were addressed before the need becomes obvious. Staff would like help in identifying these particular locations.

There are also a large number of dirt roads that exist in Town. We may benefit by scheduling some of these for paving. Last year we paved the alley by the Kauffman House. Staff would like guidance on other possible locations that would benefit by paving, and guidance on which roads should remain dirt roads. We are limited this year on the west side of Town that is subject to drainage repair.

Drainage Repair – We are using Windy Gap grant money to design a drainage plan for the area of Town west of the moraine. It is likely that we will not have funds to begin construction on the new drainage plan until 2025. However, now is the time to bring up any particular problem areas or any particular techniques that we would like to see incorporated into the plan.

Entry Sign (by the Chamber) - The current entry sign must be rebuilt or replaced. The first question is whether to rebuild it in the same general design or whether it would be better to design a new sign. The second question is whether to replace the message board with an electronic sign. AN electronic sign would provide much better options for communicating with residents and guests. It would also be much easier to post messages. However, it would be a new light at the entrance to Town. An electronic message board will cost between \$15,000 and \$35,000. It is likely that we would be able to get grant funding for at least a portion of the cost.



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If we do get an electronic sign, should we get a full color animated board or a monochrome text board. The text board would be less impactful at night; however, it would not be very noticeable during the day. All LED signs can be dimmed.

Recycling / PAYT – The state is currently finalizing the mandatory recycling program that was passed by the voters several years ago. The final rules will not be released until 2025. At that time, there will be a significant amount of money available for infrastructure related to recycling. However, any work done on the PAYT facility this year would be the financial responsibility of the Town.

Dog Park – The Town has been considering a dog park for a long time. At the current time, we really only have two viable locations: Winters Pioneer Park and the Grand Lake Center. It would be possible to build a temporary enclosure at either of these places. The location of a permanent site should be put off until after the Town has made decisions about the Public Works facility.



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING MINUTES

Monday, January 22, 2024, at 6:00 PM

Town Hall Board Room – 1026 Park Avenue

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

A. Call to Order

The regular meeting of the Board of Trustees was called to order by Mayor Kudron at 6:00 P.M. in the Town Hall Board Room

B. Pledge of Allegiance

Mayor Kudron led everyone in reciting the Pledge of Allegiance.

C. Announcements

Mayor Kudron announced: Please turn off all cell phones during the meeting.

D. Roll Call

Mayor Kudron, Mayor Pro-Tem Bergquist, Trustees Arntson, Bishop, Causseaux, Sobon, Town Clerk Carrell, and Town Manager Crone were present.

Mayor Pro-Tem Bergquist made a motion to excuse Trustee Strachan from the workshop and evening meeting. Trustee Causseaux seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Aye
Trustee Arntson	Aye
Trustee Bishop	Aye
Trustee Causseaux	Aye
Trustee Sobon	Aye
Trustee Strachan	Absent

E. Conflicts of Interest

None.

F. Manager's Report

Upcoming Events

Three Lakes Fishing Contest is this coming weekend.

Snowmobile Trail

The trails are officially open. Please be careful and watch for pedestrians when riding around town.

Snowstorm

Public Works did a fantastic job with the last big storm we had by keeping the roads clear, big thank you.

G. Public Comments (Limited to 3 Minutes)

Bradley Hilton, 517 Shadow Mountain Drive- Mr. Hilton came before the Board to discuss the debris left over from the firework shows on the lake. This is the second time he has made a public comment about this issue, the last time being at the February 28, 2022, Board of Trustees Meeting, after the Winter Carnival. Mr. Hilton provided the board two bags of samples that he collected on January 2, 2024, at the firework launch site and 50-100 yards away from the launch site. The samples contained mortar paper, electric wires, unburned gun powder, plastic shell casings, and plastic casings. At the very least this litter represents a violation of Chapter 7, Article 3.5 & 3.6 of the Municipal Code.

H. Consideration to Approve Meeting Minutes

3. January 8, 2024

Trustee Sobon made a motion to approve the meeting minutes for January 8, 2024, with the edit to section I on page two, changing Trustee Causseaux from absent to aye. Trustee Bishop seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Aye
Trustee Arntson	Aye
Trustee Bishop	Aye
Trustee Causseaux	Aye
Trustee Sobon	Aye
Trustee Strachan	Absent

I. Consideration to Approve Accounts Payable

4. January 22, 2024

Presented by Town Treasurer Wilson.

Trustee Arntson made a motion to approve accounts payable for January 22, 2024. Trustee Sobon seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Aye
Trustee Arntson	Aye
Trustee Bishop	Aye
Trustee Causseaux	Aye
Trustee Sobon	Aye
Trustee Strachan	Absent

J. Financial Review

1. 2023 Year End Slide Show

December Financials & November Sales Tax

Presented by Town Treasurer Wilson.

K. Items of Discussion

1. PUBLIC HEARING (QUASI-JUDICIAL) Consideration of Resolution; A Resolution Considering a Variance to Municipal Code 12-2-29 Regulating Stream and Lake Setbacks Located at Sunnyside Addition to Grand Lake Lot: 18 Block: 1 & A Tract East of Lot 18 to Center of North Inlet also Known as 210 Rapids Lane

Presented by Town Community Development Director, White.

Trustee Sobon made a motion to continue to the March 25, 2024, Board of Trustees meeting. Trustee Bishop seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Aye
Trustee Arntson	Aye
Trustee Bishop	Aye
Trustee Causseaux	Aye
Trustee Sobon	Aye
Trustee Strachan	Absent

2. Retail Marijuana License Lottery Selection

Presented by Brian Blumenfeld and Town Clerk, Carrell.

Each applicant has been assigned a set of numbers, Igadi 1-11, who did receive 10% bonus weight, per section 6-5-7(d)(2), as they are a Social Equity Licensee under the Colorado Marijuana Code, and Verts Grand Lake, LLC. assigned numbers 12-21. The winning number was generated through random.org and was broadcast live at the Board of Trustees Meeting to maintain transparency to the public.

Since the Town only received the two applications, the runner up will become the automatic "Alternate Applicant".

The random number generator selected #17, making Verts Grand Lake, LLC. the Town of Grand Lake Marijuana Lottery Selection winner, leaving Igadi as the "Alternate Applicant".

3. Consideration for Acceptance of a bid from Universal Tractor for a 2024 Kubota R640

Presented by Public Works Director, Reed.

Trustee Bishop made a motion to approve the acceptance of a bid from Universal Tractor for a 2024 Kubota R640. Trustee Arntson seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Aye
Trustee Arntson	Aye
Trustee Bishop	Aye
Trustee Causseaux	Aye
Trustee Sobon	Aye
Trustee Strachan	Absent

4. Consideration of Resolution 02-2024, Amending Personnel Guidelines Part 8.2- Paid Parental Leave

Trustee Causseaux made a motion to approve Resolution 02-2024, amending Personnel Guidelines Part 8.2, Paid Parental Leave. Trustee Bishop the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Aye
Trustee Arntson	Aye
Trustee Bishop	Aye
Trustee Causseaux	Aye
Trustee Sobon	Aye
Trustee Strachan	Absent

5. Consideration of Resolution 03-2024, Approving Town of Grand Lake Employee Pay Grades & Job Classifications

Item tabled until February 12, 2024, Board of Trustees Meeting.

L. Future Items for Consideration

- Pay Schedule for Employees
- Hillylawn Contract
- Town Manager Contract
- Ground Foundation Report
- Adoption of Grand Lake Center Fees
- Overhaul of Employee Manual
- Town Manager Contract Renewal (Second Meeting in February)
- Continue Discussion of Year 1 Strategic Plan

M. Mayor's Report

Today we saw a wonderful presentation from our Treasurer, not only did we purchase a lot of stuff, but we got a lot done. We did a lot we said we were going to do and worked diligently towards what's so important. Mayor Kudron believes the Board is doing exactly what our task and mission is, which is to implement our vision and be able to provide guidance so our Town Manager and staff can execute those things that we wish to happen, they have done a great job. We are investing in our people and continuing to look at new and better ways of the efficiency to how this town runs.

At 4:30 today the Clerk received three petition nominations for Trustees and one for Mayor, all candidates are currently sitting on the Board. Town Clerk Carrell will be verifying the petitions in the next couple of days. Mayor Kudron promised that this Board will continue to forge ahead with the promises made to continue keeping this town so special.

N. Adjourn Meeting

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

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Aye
Trustee Arntson	Aye
Trustee Bishop	Aye
Trustee Causseaux	Aye
Trustee Sobon	Aye
Trustee Strachan	Absent

This meeting of the Board of Trustees was adjourned at 7:56 PM.

(Attest)

Alayna Carrell, Town Clerk

Stephan Kudron, Mayor



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

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



1026 Park Ave · PO Box 99
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To: Mayor Kudron and the Grand Lake Board of Trustees
From: John Crone, Town Manager
Re: Employee Pay Classifications
Date: February 12, 2024

Background

The Town policies require that employee pay be based upon a pay/salary grade schedule:

Pay/Salary Grades

Employee pay is determined per Town salary grades based on job classifications. Job classifications are used to objectively and accurately define and evaluate the duties, responsibilities, tasks and authority level of a job. – Grand Lake Personnel Manual

The Town updates its pay schedule on an annual basis.

The reason to have a published pay schedule is primarily to promote transparency in government operations. The pay schedule also allows for ease of pay analysis and pay adjustment. The rates in the schedule do not reflect additional benefits that are provided by the Town. The schedule also provides comparative classifications for the Town’s various jobs.

The proposed pay schedule that is attached to this memo reflects current pay rates for Town employees. It also allows for flexibility in new hirings. The schedule adds an Event Manager and moves the Clerk position up to a higher classification.

Action

If the Board of Trustees wishes to approve the proposed pay grades, it may do so by adopting resolution 03-2024 with the following motion:

I move adopt Resolution 03-2024, Approving Town of Grand Lake Employee Pay Grades and Classifications.

TOWN OF GRAND LAKE

RESOLUTION 03-2024

APPROVING TOWN OF GRAND LAKE EMPLOYEE PAY GRADES AND JOB CLASSIFICATIONS

WHEREAS, the Town of Grand Lake employs many workers across a wide range of positions; and,

WHEREAS, the publication of pay grades and job classifications promotes government transparency in the community; and,

WHEREAS, the publication of pay grades and classifications encourages fair and non-discriminatory treatment of all employees; and,

WHEREAS, the publication of pay grades and classifications allows for more efficiency in the hiring of new employees and the promotion of current employees; and,

WHEREAS, it is important to the provision of good government that the Town of Grand Lake’s pay grades and classifications be easily accessible to all employees and citizens; and,

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

The Town of Grand Lake Employee Pay/Salary Grades and Job Classifications attached to this resolution are hereby adopted.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 12th DAY OF FEBRUARY 2024.

(SEAL)

Votes Approving:

Votes Opposed:

Absent:

Abstained:

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell
Town Clerk

Stephen Kudron
Town Mayor



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Town of Grand Lake Pay/Salary Grades and Job Classifications – January 22, 2024

Salary Grade	Job Title	Range Minimum	Range Maximum
500		\$102,823	\$171,840
	Town Manger (e)	\$49.43	\$82.62
400		\$74,693	\$134,800
	Treasurer (e)	\$35.91	\$64.81
	Public Works Director (e)		
	Water Superintendent		
	Community Development Director (e)		
	Clerk (e)		
350		\$58,240	\$87,360
	Planner (e)	\$28.00	\$42.00
	Asst. PW Director		
	Community Engagement Manager (e)		
300		\$41,100	\$72,800
	Marina Director (e)*	\$26.00	\$35.00
250		\$45,760	\$76,960
	PW Operator I	\$22.00	\$37.00
	PW Mechanic		
	Water Operator I		
	GLC Manager		
	Code Enforcement Officer		
	Bookkeeper		
200		\$43,680	\$66,560
	PW Operator II	\$21.00	\$32.00
	Water Operator II		
	Administrative Assistant		
	Parks Maintenance		
	Events Manager		
100		\$14.42	\$25.00
	Seasonal Marina Employee		

					10.11.22
Town of Winter Park - Classification Listing for 2023					
Position	Dept	Grade	Min	Mid	Max
Custodian	Public Works	100	\$40,851	\$48,000	\$55,149
Court Clerk	Police Non-Sworn	110	\$44,936	\$52,800	\$60,664
Equipment Operator I	Public Works	110	\$44,936	\$52,800	\$60,664
Parks/Trails Maintenance Tech I	Public Works	110	\$44,936	\$52,800	\$60,664
Building & Planning Tech I	Comm Dev	120	\$48,400	\$58,080	\$67,760
Code Enforcement Officer	Police Non-Sworn	120	\$48,400	\$58,080	\$67,760
Equipment Operator II	Public Works	120	\$48,400	\$58,080	\$67,760
Finance Tech I	Finance	120	\$48,400	\$58,080	\$67,760
Business Support Tech	Finance	130	\$53,240	\$63,888	\$74,536
Equipment Operator III	Public Works	130	\$53,240	\$63,888	\$74,536
Finance Tech II	Finance	130	\$53,240	\$63,888	\$74,536
Fleet Technician	Public Works	130	\$53,240	\$63,888	\$74,536
Planning & Building Tech II	Comm Dev	130	\$53,240	\$63,888	\$74,536
Building Inspector I	Comm Dev	140	\$58,564	\$70,277	\$81,990
Parks Supervisor	Public Works	140	\$58,564	\$70,277	\$81,990
Planner I	Comm Dev	140	\$58,564	\$70,277	\$81,990
Police Dept Office Manager	Police Non-Sworn	140	\$58,564	\$70,277	\$81,990
Public Works Office Manager	Public Works	140	\$58,564	\$70,277	\$81,990
Sr Facilities Maintenance Tech	Public Works	140	\$58,564	\$70,277	\$81,990
Building Inspector II	Comm Dev	150	\$64,420	\$77,304	\$90,189
Deputy Town Clerk	Town Manager	150	\$64,420	\$77,304	\$90,189
Fleet Mechanic	Public Works	150	\$64,420	\$77,304	\$90,189
Planner II	Comm Dev	150	\$64,420	\$77,304	\$90,189
Streets Superintendent	Public Works	150	\$64,420	\$77,304	\$90,189
Assistant Transit Manager	Town Manager	160	\$59,416	\$85,035	\$100,654
Building Inspector III	Comm Dev	160	\$59,416	\$85,035	\$100,654
Planner III	Comm Dev	160	\$59,416	\$85,035	\$100,654

Plans Examiner	Comm Dev	160	\$59,416	\$85,035	\$100,654
Town Clerk	Town Manager	180	\$83,994	\$102,892	\$121,791
Transit Manager	Town Manager	180	\$83,994	\$102,892	\$121,791
Chief Building Official	Comm Dev	190	\$92,393	\$113,181	\$133,970
Police Commander	Police Sworn	200	\$101,632	\$124,500	\$147,367
Asst Town Manager	Town Manager	230	\$132,567	\$165,709	\$198,851
Director, Community Development	Comm Dev	230	\$132,567	\$165,709	\$198,851
Director, Finance & HR	Finance	230	\$132,567	\$165,709	\$198,851
Director, Public Works	Public Works	230	\$132,567	\$165,709	\$198,851
Police Chief	Police Sworn	230	\$132,567	\$165,709	\$198,851
Town Manager	Town Manager	260	\$176,447	\$220,559	\$264,670
Seasonal:					
Garden Crew	Public Works	100	\$40,851	\$48,000	\$55,149
Parks Crew	Public Works	100	\$40,851	\$48,000	\$55,149
Sworn, NE Police:					
Police Officer	Police Sworn	150	\$64,420	\$77,304	\$90,189
Police Sergeant	Police Sworn	180	\$83,994	\$102,892	\$121,791

Town of Granby - Proposed Pay Structure								
Grade	Annualized			Hourly			Design	
	Min	Mid	Max	Min	Mid	Max	Width	Distance
100	\$32,340	\$38,000	\$43,660	\$15.55	\$18.27	\$20.99	35%	
110	\$35,574	\$41,800	\$48,026	\$17.10	\$20.10	\$23.09	35%	10%
120	\$39,132	\$45,980	\$52,828	\$18.81	\$22.11	\$25.40	35%	10%
130	\$43,045	\$50,578	\$58,111	\$20.69	\$24.32	\$27.94	35%	10%
140	\$46,363	\$55,636	\$64,908	\$22.29	\$26.75	\$31.21	40%	10%
150	\$50,999	\$61,199	\$71,399	\$24.52	\$29.42	\$34.33	40%	10%
160	\$56,099	\$67,319	\$78,539	\$26.97	\$32.37	\$37.76	40%	10%
170	\$61,709	\$74,051	\$86,393	\$29.67	\$35.60	\$41.54	40%	10%
180	\$67,880	\$81,456	\$95,032	\$32.63	\$39.16	\$45.69	40%	10%
190	\$74,668	\$89,602	\$104,536	\$35.90	\$43.08	\$50.26	40%	10%
200	\$82,135	\$98,562	\$114,989	\$39.49	\$47.39	\$55.28	40%	10%
210	\$88,505	\$108,418	\$128,332	\$42.55	\$52.12	\$61.70	45%	10%
220	\$97,355	\$119,260	\$141,165	\$46.81	\$57.34	\$67.87	45%	10%
230	\$107,091	\$131,186	\$155,282	\$51.49	\$63.07	\$74.65	45%	10%
240	\$117,800	\$144,305	\$170,810	\$56.63	\$69.38	\$82.12	45%	10%
250	\$129,580	\$158,735	\$187,891	\$62.30	\$76.32	\$90.33	45%	10%
260	\$142,538	\$174,609	\$206,680	\$68.53	\$83.95	\$99.37	45%	10%

Fraser

- 75** seasonal or part time
- 100** New contributor
- 200** Developing contributor who can perform a broad range of duties
- 300** Experienced contributor needed to make projects happen
- 400** Managing / owning multiple projects
- 500** Supervising others or managing multiple projects across multiple departments
- 600** Supervising others with specific credentials and can train or fill in on licensed tasks
- 700** Department Directors
- 800** Executive Leadership

Annual - 2023	
Min	Max
\$37,440	\$58,687
\$38,563	\$55,385
\$49,275	\$67,925
\$52,530	\$73,150
\$61,800	\$99,275
\$66,950	\$109,725
\$82,400	\$125,400
\$113,300	\$156,750
\$154,500	\$198,550

Admin	Town Manager	800
Admin	Finance Director -	700
Admin	Town Planner -	500
Admin	Town Clerk -	500
Admin	Deputy Town Clerk	400
Admin	General Accountant -	400
Admin	Marketing and Communications Manager -	500
Admin	Assistant Town Manager -	500
Public Works	Project Manager -	400

Public Works	Public Works Director -	700
Public Works	Street Superintendent -	600
Public Works	Equipment Operator III -	400
Public Works	Equipment Operator III-	300
Public Works	Equipment Operator III -	300
Public Works	Equipment Operator II -	100
Public Works	Equipment Operator II -	200
Public Works	Equipment Operator II -	200
Public Works	Equipment Operator II -	200
Public Works	Equipment Operator I -	100
Public Works	Equipment Operator I -	100
Public Works	Equipment Operator I -	100
Public Works	Water / Utilities Superintendant -	600
Public Works	Equipment Operator Utilities II -	200
Public Works	Equipment Operator Utilities I -	100
Public Works	Equipment Operator Utilities I -	200
Public Works	Equipment Operator Utilities I -	100
Public Works	Drop Operator (PT)	75
Public Works	Seasonal Gardeners (4-5)	75
Public Works	Overtime/On-Call	
Public Works	Night Shift Differential	
Public Works	Streets Certification Incentives	
Public Works	Water Certification Incentives	
Public Works	Water - on Call Duty	



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Section 10, Item B.

February 12, 2024

To: Mayor Kudron and Board of Trustees
From: Alayna Carrell, Town Clerk
Re: Setting of Certain Fees for the Grand Arts Council's, "Opera Night" event on February 10, 2024

Purpose

The Town has received a request from the Grand Arts Council for the use of the Grand Lake Community House to hold their "Opera Night" event on February 10, 2024.

Background

The Grand Arts Council continues to provide the community with fun shows for all ages. They are requesting facility rental fees be waived for their "Opera Night" event to be held on the following date:

February 10, 2024, from 5:00PM to 10:00PM

The standard fee for use of the Grand Lake Community House as adopted by the Board of Trustees is \$600.00 a day and \$300.00 a day for non-profit organizations. Included in the request is the price for the use of the AV equipment of \$200.00. The Grand Arts Council is a non-profit. The total fee for 1 day would be \$500.00.

Colorado state statute allows the Town to "aid and foster, by all lawful measures, associated charity organizations by appropriations and to grant the use of suitable rooms in the municipal buildings. No portion of any money so appropriated shall be given or loaned to any society, corporation, association, or institution that may be wholly or in part under sectarian or denominational control." C.R.S. § 31-15-901(1)(c).

Staff Recommendation

Staff recommends the Board grants the Grand Arts Council's request to waive the facility rental fee and the av equipment fee for their event.

Board Action

The Board has several options to consider including:

1. Granting the request by adopting the resolution; or
2. Granting the request with modifications; or
3. Deny the request.

Suggested Motions

1. I move to adopt RESOLUTION 05-2024, A RESOLUTION SETTING CERTAIN FEES FOR THE GRAND ARTS COUNCIL'S, "OPERA NIGHT" EVENT FOR USE OF THE COMMUNITY HOUSE ON FEBRUARY 10, 2024.

Or

2. I move to adopt RESOLUTION 05-2024, A RESOLUTION SETTING CERTAIN FEES FOR THE GRAND ARTS COUNCIL'S, "OPERA NIGHT" EVENT FOR USE OF THE COMMUNITY HOUSE ON FEBRUARY 10, 2024, as presented, with the following conditions _____.

Or

3. I move to deny the request to waive the facility use fee.

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 05-2024**

**A RESOLUTION SETTING CERTAIN FEES FOR THE GRAND ARTS COUNCIL'S
USE OF THE GRAND LAKE COMMUNITY HOUSE ON FEBRUARY 10, 2024**

WHEREAS, Grand Arts Council has scheduled the use of the Grand Lake Community House February 10, 2024, to hold their "Opera Night" event; and,

WHEREAS, the rental fee for the use of the Grand Lake Community House for the scheduled time is set at \$500.00 for non-profit organizations; and,

WHEREAS, the Board of Trustees has the authority pursuant to Colorado State Statute § 31-15-901 (1)(c) and Section 2-3-2 of the Municipal Code to adopt a resolution waiving Town fees; and,

WHEREAS, upon consideration of staff comments and discussion amongst the Board members themselves, the Board concluded that waiving rental fees is in the best interests of the Town and its citizens;

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

THAT, the Board hereby waives rental fees for the use of the Grand Lake Community House for the Grand Arts Council's, "Opera Night" event to be held on February 10, 2024.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 12th DAY OF FEBRUARY 2024.

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

(SEAL)

ATTEST:

Alayna Carrell, Town Clerk

Stephan Kudron, Town Mayor



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

February 12, 2024

To: Mayor Kudron and Board of Trustees
From: Alayna Carrell, Town Clerk
Re: Setting of Certain Fees for the Rocky Mountain Folk Schools, “Flora on the Gel Plate” Class

Purpose

The Town has received two applications from Rocky Mountain Folk School for a Special Event Permit and a Town Facility Rental for the use of the Grand Lake Community House to hold a “Flora on the Gel Plate” class from March 1, 2024, to March 3, 2024.

Background

Rocky Mountain Folk School continues to provide the community with year-round learning experiences. They are requesting fees be waived for their “Flora on the Gel Plate” class to be held on the following dates:

- March 1, 2024, from 8:00AM to 6:00PM
- March 2, 2024, from 8:00AM to 6:00PM
- March 3, 2024, from 8:00AM to 6:00PM

Event Specifics

- Set up: will begin the morning of Friday, March 1, 2024, at 7:30AM.
- Clean up: is scheduled to take place after the event ends on Sunday, March 3, 2024.
- Signage: There is only one temporary sign to be placed in front of the Community House.
- No alcohol will be served at this event.
- The applicant states there will be no impact on local businesses, except the additional vehicles parked on the streets surrounding the town square.

Fees

The standard fee for use of the Grand Lake Community House as adopted by the Board of Trustees is \$600.00 a day and \$300.00 a day for non-profit organizations. The Rocky Mountain Folk School is a non-profit. The total facility rental fee for the 3 days would be \$900.00.

The standard fee for a *new special event permit* as adopted by the Board of Trustees is \$250.00.

The grand total requested to be waived for this event is \$1,150.00.

Colorado state statute allows the Town to “aid and foster, by all lawful measures, associated charity organizations by appropriations and to grant the use of suitable rooms in the municipal buildings. No portion of any money so appropriated shall be given or loaned to any society, corporation, association, or institution that may be wholly or in part under sectarian or denominational control.” C.R.S. § 31-15-901(1)(c).

Staff Comments

Per town code, if the event is a first-time event and proposed to be held for more than one day, the application must be submitted at least ninety (90) days prior to the dates of the event. The original application was submitted February 7, 2024, with all required supporting documentation. Town Staff strives to do their best to go above and beyond for citizens and organizations to make their events successful for the better of the community.



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Board Review Special Event Permit

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.*

Staff Recommendation

Staff recommends the Board grants Rocky Mountain Folk School's request to waive both fees for their event.

Suggested Motions:

1. I move to adopt RESOLUTION 06-2024, A RESOLUTION WAIVING THE SPECIAL EVENT FEE AND THE FACILITY RENTAL FEE FOR ROCKY MOUNTAIN FOLK SCHOOL'S SPECIAL EVENT, "FLORA ON THE GEL PLATE".

Or

2. I move to adopt Resolution 06-2024, A RESOLUTION WAIVING THE SPECIAL EVENT FEE AND THE FACILITY RENTAL FEE FOR ROCKY MOUNTAIN FOLK SCHOOL'S SPECIAL EVENT, "FLORA ON THE GEL PLATE"., as presented, with the following conditions _____.

Or

3. I move to deny the request to waive the facility use fee.

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 06-2024**

**A RESOLUTION WAIVING THE SPECIAL EVENT FEE AND THE FACILITY RENTAL FEE
FOR ROCKY MOUNTAIN FOLK SCHOOL’S SPECIAL EVENT
“FLORA ON THE GEL PLATE”**

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

WHEREAS, Rocky Mountain Folk School (the “Applicant”) has applied for a special event permit (the “Application”); and

WHEREAS, pursuant to the Town Code the fee for a new special event is \$250.00 (the “Special Event Fee”); and,

WHEREAS, the Board of Trustees has the authority pursuant to Colorado State Statute § 31-15-901 (1) (c) and Section 2-3-2 of the Municipal Code to adopt a resolution waiving the Town fee; and,

WHEREAS, upon consideration of staff comments and discussion amongst the Board members, the Board concluded that waiving the special event fee for the Applicant is in the best interests of the Town and its citizens; and

WHEREAS, in conjunction with the Application, the Applicant desires to rent certain Town owned property commonly referred to as the Grand Lake Community House (the “Property”) from March 1, 2024, to March 3, 2024 (3 days), from 8:00AM to 6:00PM; and

WHEREAS, the Town sets forth rental fees for the use of the Property at a rate of \$300/day (the “Rental Fee”); and

WHEREAS, upon consideration of staff comments and discussion amongst the Board, the Board has concluded that waiving the Rental Fee is in the best interests of the Town and its citizens.

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

Section 1. The Board hereby waives the Special Event Fee for Rocky Mountain Folk School’s, “Flora on the Gel Plate” class to be held March 1, 2024, to March 3, 2024.

Section 2. The Board hereby waives the Rental Fee for the use of the Property from March 1, 2024, to March 3, 2024, from 8:00AM to 6:00PM.

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

Section 4. Repeal: Existing resolutions or parts of resolutions covering the same matters as embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 12TH DAY OF FEBRUARY 2024.

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

(SEAL)

ATTEST:

Alayna Carrell, Town Clerk

Stephan Kudron, Town Mayor



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

February 12, 2024

To: Mayor Kudron and Board of Trustees
From: Alayna Carrell, Town Clerk
Re: Setting of Certain Fees for the Grand Arts Council's, "Moors & McCumber Concert"

Purpose

The Town has received two applications from Grand Arts Council for a Special Event Permit and a Town Facility Rental for the use of the Grand Lake Community House to hold a "Moors & McCumber Concert" on March 16, 2024.

Background

Grand Arts Council continues to provide the community with year-round entertainment. They are requesting fees be waived for their "Moors & McCumber" class to be held on the following date:

March 16, 2024, from 5:00PM to 10:00PM

Event Specifics

- Set up: will begin the evening of Saturday, March 16, 2024, at 5:00PM.
- Clean up: is scheduled to take place after the event ends.
- Signage: There is only one temporary sign to be placed in front of the Community House.
- Alcohol will be served at this event.
- The Applicant has asked for the following assistance from Public Works:
 - Marquee Announcement
- The applicant states there will be no impact on local businesses, except the additional vehicles parked on the streets surrounding the town square.

Fees

The standard fee for use of the Grand Lake Community House as adopted by the Board of Trustees is \$600.00 a day and \$300.00 a day for non-profit organizations. The Rocky Mountain Folk School is a non-profit. Included will be the AV Equipment fee of \$200. The total *facility* rental fee for the 1 day would be \$500.00.

The standard fee for a *new special event permit* as adopted by the Board of Trustees is \$250.00.

The grand total requested to be waived for this event is \$750.00.

Colorado state statute allows the Town to "aid and foster, by all lawful measures, associated charity organizations by appropriations and to grant the use of suitable rooms in the municipal buildings. No portion of any money so appropriated shall be given or loaned to any society, corporation, association, or institution that may be wholly or in part under sectarian or denominational control." C.R.S. § 31-15-901(1)(c).

Staff Comments

Per town code, all applications are to be submitted 30 days prior to the event for review and issuance. The original application was submitted February 7, 2024. All required supporting documentation was received and processed to move forward with Board approval.



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Board Review Special Event Permit

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.*

Staff Recommendation

Staff recommends the Board grants the Grand Arts Council's request to waive both fees for their event.

Suggested Motions:

- 1. I move to adopt RESOLUTION 08-2024, A RESOLUTION WAIVING THE SPECIAL EVENT FEE AND THE FACILITY/AV EQUIPMENT RENTAL FEES FOR THE GRAND ARTS COUNCIL'S SPECIAL EVENT, "MOORS & MCCUMBER CONCERT".***
- Or***
- 2. I move to adopt Resolution 08-2024, A RESOLUTION WAIVING THE SPECIAL EVENT FEE AND THE FACILITY/AV EQUIPMENT RENTAL FEES FOR THE GRAND ARTS COUNCIL'S SPECIAL EVENT, "MOORS & MCCUMBER CONCERT"., as presented, with the following conditions _____.***
- Or***
- 3. I move to deny the request to waive the facility use fee.***

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 08-2024**

**A RESOLUTION WAIVING THE SPECIAL EVENT FEE AND THE FACILITY/AV
EQUIPMENT RENTAL FEES FOR THE GRAND ARTS COUNCIL'S SPECIAL EVENT
"MOORS & MCCUMBER CONCERT"**

WHEREAS, the Board of Trustees of the Town of Grand Lake, Colorado (the "Board") pursuant to Colorado Statute is vested with the authority of administering the affairs of the Town of Grand Lake, Colorado (the "Town"); and

WHEREAS, Grand Arts Council (the "Applicant") has applied for a special event permit (the "Application"); and

WHEREAS, pursuant to the Town Code the fee for a new special event is \$250.00 (the "Special Event Fee"); and,

WHEREAS, the Board of Trustees has the authority pursuant to Colorado State Statute § 31-15-901 (1) (c) and Section 2-3-2 of the Municipal Code to adopt a resolution waiving the Town fee; and,

WHEREAS, upon consideration of staff comments and discussion amongst the Board members, the Board concluded that waiving the special event fee for the Applicant is in the best interests of the Town and its citizens; and

WHEREAS, in conjunction with the Application, the Applicant desires to rent certain Town owned property commonly referred to as the Grand Lake Community House (the "Property") on March 16, 2024 (1 day), from 5:00PM to 10:00PM; and

WHEREAS, the Town sets forth rental fees for the use of the Property/AV Equipment at a rate of \$500/day (the "Rental Fee"); and

WHEREAS, upon consideration of staff comments and discussion amongst the Board, the Board has concluded that waiving the Rental Fees is in the best interests of the Town and its citizens.

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

Section 1. The Board hereby waives the Special Event Fee for the Grand Arts Council's, "Moors & McCumber Concert" class to be held March 16, 2024.

Section 2. The Board hereby waives the Rental Fees for the use of the Property/AV Equipment on March 16, 2024, from 5:00PM to 10:00PM.

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

Section 4. Repeal: Existing resolutions or parts of resolutions covering the same matters as embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 12TH DAY OF FEBRUARY 2024.

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

(SEAL)

ATTEST:

Alayna Carrell, Town Clerk

Stephan Kudron, Town Mayor



1026 Park Ave · PO Box 99
Grand Lake, CO 80447
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February 12, 2024

To: Mayor Kudron and Board of Trustees
From: Alayna Carrell, Town Clerk
Re: Setting of Certain Fees for the Grand Arts Council's, "Colorado Children's Chorale" event on April 26, 2024

Purpose

The Town has received two applications from the Grand Arts Council for a Special Event Permit and a Grand Lake Center Facility Rental for the use of the Grand Lake Center Gymnasium to hold their "Colorado Children's Chorale" event on April 26, 2024.

Background

The Grand Arts Council continues to bring new entertainment for all ages to enjoy. They are requesting fees be waived for their "Colorado Children's Chorale" event to be held on the following date:

April 26, 2024, from 4:00PM to 9:00PM

Event Specifics

- Set up: will begin the evening of Friday, April 26, 2024, at 4:00PM.
- Clean up: is scheduled to take place after the event ends.
- Signage: There is only one temporary sign to be placed in front of the Grand Lake Center.
- No alcohol will be served at this event.
- The Applicant has asked for the following assistance from Public Works:
 - Marquee Announcement
 - Sound & Lighting
- The applicant states there will be no impact on local businesses, except the additional vehicles parked on the streets surrounding the town square.

Fees

The standard fee for use of the Grand Lake Center Gymnasium as adopted by the Board of Trustees is \$150.00 half day for non-profit organizations. The Grand Arts Council is a non-profit. The total facility rental fee would be \$150.00.

The standard fee for a *new special event permit* as adopted by the Board of Trustees is \$250.00.

The grand total requested to be waived for this event is \$400.00.

Colorado state statute allows the Town to "aid and foster, by all lawful measures, associated charity organizations by appropriations and to grant the use of suitable rooms in the municipal buildings. No portion of any money so appropriated shall be given or loaned to any society, corporation, association, or institution that may be wholly or in part under sectarian or denominational control." C.R.S. § 31-15-901(1)(c).

Staff Comments

Per town code, all applications are to be submitted 30 days prior to the event for review and issuance. The original application was submitted February 7, 2024. All required supporting documentation was received and processed to move forward with Board approval.



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Grand Lake, CO 80447
970-627-3435
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Board Review Special Event Permit

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.*

Staff Recommendation

Staff recommends the Board grants the Grand Arts Council's request to waive both fees for their event.

Board Action

The Board has several options to consider including:

1. Granting the request by adopting the resolution; or
2. Granting the request with modifications; or
3. Deny the request.

Suggested Motions:

1. ***I move to adopt RESOLUTION 09-2024, A RESOLUTION WAIVING THE SPECIAL EVENT FEE AND THE FACILITY RENTAL FEES FOR THE GRAND ARTS COUNCIL'S SPECIAL EVENT, "COLORADO CHILDREN'S CHORALE".***

Or

2. ***I move to adopt RESOLUTION 09-2024, A RESOLUTION WAIVING THE SPECIAL EVENT FEE AND THE FACILITY RENTAL FEES FOR THE GRAND ARTS COUNCIL'S SPECIAL EVENT, "COLORADO CHILDREN'S CHORALE"., as presented, with the following conditions _____.***

Or

3. ***I move to deny the request to waive the facility use fee.***

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 09-2024**

**A RESOLUTION WAIVING THE SPECIAL EVENT FEE AND THE FACILITY RENTAL FEES
FOR THE GRAND ARTS COUNCIL’S SPECIAL EVENT
“COLORADO CHILDREN’S CHORALE”**

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

WHEREAS, Grand Arts Council (the “Applicant”) has applied for a special event permit (the “Application”); and

WHEREAS, pursuant to the Town Code the fee for a new special event is \$250.00 (the “Special Event Fee”); and,

WHEREAS, the Board of Trustees has the authority pursuant to Colorado State Statute § 31-15-901 (1) (c) and Section 2-3-2 of the Municipal Code to adopt a resolution waiving the Town fee; and,

WHEREAS, upon consideration of staff comments and discussion amongst the Board members, the Board concluded that waiving the special event fee for the Applicant is in the best interests of the Town and its citizens; and

WHEREAS, in conjunction with the Application, the Applicant desires to rent certain Town owned property commonly referred to as the Grand Lake Center Gymnasium (the “Property”) on April 26, 2024 (1 day), from 4:00PM to 9:00PM; and

WHEREAS, the Town sets forth rental fees for the use of the Property at a rate of \$150/day (the “Rental Fee”); and

WHEREAS, upon consideration of staff comments and discussion amongst the Board, the Board has concluded that waiving the Rental Fees is in the best interests of the Town and its citizens.

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

Section 1. The Board hereby waives the Special Event Fee for the Grand Arts Council’s, “Colorado Children’s Chorale” event to be held April 26, 2024.

Section 2. The Board hereby waives the Rental Fees for the use of the Property on April 26, 2024, from 4:00PM to 9:00PM.

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

Section 4. Repeal: Existing resolutions or parts of resolutions covering the same matters as embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 12TH DAY OF FEBRUARY 2024.

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

(SEAL)

ATTEST:

Alayna Carrell, Town Clerk

Stephan Kudron, Town Mayor



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Grand Lake, CO 80447
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www.townofgrandlake.com

February 12, 2024

To: Mayor Kudron and Board of Trustees
From: Alayna Carrell, Town Clerk
Re: Setting of Certain Fees for the Rocky Mountain Folk Schools, "Mixed Media Mosaics" Class

Purpose

The Town has received two applications from Rocky Mountain Folk School for a Special Event Permit and a Town Facility Rental for the use of the Grand Lake Community House to hold a "Mixed Media Mosaics" class from June 6, 2024, to June 8, 2024.

Background

Rocky Mountain Folk School continues to provide the community with year-round learning experiences. They are requesting fees be waived for their "Mixed Media Mosaics" class to be held on the following dates:

- June 6, 2024, from 7:30AM to 6:00PM
- June 7, 2024, from 7:30AM to 6:00PM
- June 8, 2024, from 7:30AM to 6:00PM

Event Specifics

- Set up: will begin the morning of Thursday, June 6, 2024, at 7:30AM.
- Clean up: is scheduled to take place after the event ends on Saturday, June 8, 2024.
- Signage: There is only one temporary sign to be placed in front of the Community House.
- No alcohol will be served at this event.
- The applicant states there will be no impact on local businesses, except the additional vehicles parked on the streets surrounding the town square.

Fees

The standard fee for use of the Grand Lake Community House as adopted by the Board of Trustees is \$600.00 a day and \$300.00 a day for non-profit organizations. The Rocky Mountain Folk School is a non-profit. The total facility rental fee for the 3 days would be \$900.00.

The standard fee for a *new special event permit* as adopted by the Board of Trustees is \$250.00.

The grand total requested to be waived for this event is \$1,150.00.

Colorado state statute allows the Town to "aid and foster, by all lawful measures, associated charity organizations by appropriations and to grant the use of suitable rooms in the municipal buildings. No portion of any money so appropriated shall be given or loaned to any society, corporation, association, or institution that may be wholly or in part under sectarian or denominational control." C.R.S. § 31-15-901(1)(c).

Staff Comments

Per town code, all applications are to be submitted 30 days prior to the event for review and issuance. The original application was submitted February 7, 2024. All required supporting documentation was received and processed to move forward with Board approval.



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970-627-3435
www.townofgrandlake.com

Section 10, Item F.

Board Review Special Event Permit

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.*

Staff Recommendation

Staff recommends the Board grants Rocky Mountain Folk School's request to waive both fees for their event.

Suggested Motions:

1. I move to adopt RESOLUTION 10-2024, A RESOLUTION WAIVING THE SPECIAL EVENT FEE AND THE FACILITY RENTAL FEE FOR ROCKY MOUNTAIN FOLK SCHOOL'S SPECIAL EVENT, "MIXED MEDIA MOSAICS".

Or

2. I move to adopt RESOLUTION 10-2024, A RESOLUTION WAIVING THE SPECIAL EVENT FEE AND THE FACILITY RENTAL FEE FOR ROCKY MOUNTAIN FOLK SCHOOL'S SPECIAL EVENT, "MIXED MEDIA MOSAICS", as presented, with the following conditions _____.

Or

3. I move to deny the request to waive the facility use fee.

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 10-2024**

**A RESOLUTION WAIVING THE SPECIAL EVENT FEE AND THE FACILITY RENTAL FEE
FOR ROCKY MOUNTAIN FOLK SCHOOL’S SPECIAL EVENT
“MIXED MEDIA MOSAICS”**

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

WHEREAS, Rocky Mountain Folk School (the “Applicant”) has applied for a special event permit (the “Application”); and

WHEREAS, pursuant to the Town Code the fee for a new special event is \$250.00 (the “Special Event Fee”); and,

WHEREAS, the Board of Trustees has the authority pursuant to Colorado State Statute § 31-15-901 (1) (c) and Section 2-3-2 of the Municipal Code to adopt a resolution waiving the Town fee; and,

WHEREAS, upon consideration of staff comments and discussion amongst the Board members, the Board concluded that waiving the special event fee for the Applicant is in the best interests of the Town and its citizens; and

WHEREAS, in conjunction with the Application, the Applicant desires to rent certain Town owned property commonly referred to as the Grand Lake Community House (the “Property”) from June 6, 2024, to June 8, 2024 (3 days), from 7:30AM to 6:00PM; and

WHEREAS, the Town sets forth rental fees for the use of the Property at a rate of \$300/day (the “Rental Fee”); and

WHEREAS, upon consideration of staff comments and discussion amongst the Board, the Board has concluded that waiving the Rental Fee is in the best interests of the Town and its citizens.

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

Section 1. The Board hereby waives the Special Event Fee for Rocky Mountain Folk School’s, “Mixed Media Mosaics” class to be held June 6, 2024, to June 8, 2024.

Section 2. The Board hereby waives the Rental Fee for the use of the Property from June 6, 2024, to June 8, 2024, from 7:30AM to 6:00PM.

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

Section 4. Repeal: Existing resolutions or parts of resolutions covering the same matters as embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 12TH DAY OF FEBRUARY 2024.

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

(SEAL)

ATTEST:

Alayna Carrell, Town Clerk

Stephan Kudron, Town Mayor



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

Section 10, ItemG.

February 12, 2024

To: Mayor Kudron and Board of Trustees
From: Alayna Carrell, Town Clerk
Re: Setting of Certain Fees for the Grand Lake Rotary's, "Pancake Breakfast" event on July 4, 2024

Purpose

The Town has received a request from the Grand Lake Rotary for the use of the Heckert Pavilion to hold their "Pancake Breakfast" event on July 4, 2024.

Background

The Grand Lake Rotary continues their long-standing annual tradition that's become so special in our community. They are requesting facility rental fees be waived for their "Pancake Breakfast" event to be held on the following date:

July 4, 2024, from 5:00AM to 12:00PM

The standard fee for use of the Heckert Pavilion as adopted by the Board of Trustees is \$30.00 per hour and \$20.00 per hour for non-profit organizations. The Grand Lake Rotary is a non-profit. The total fee for 6 hours would be \$120.00.

Colorado state statute allows the Town to "aid and foster, by all lawful measures, associated charity organizations by appropriations and to grant the use of suitable rooms in the municipal buildings. No portion of any money so appropriated shall be given or loaned to any society, corporation, association, or institution that may be wholly or in part under sectarian or denominational control." C.R.S. § 31-15-901(1)(c).

Staff Recommendation

Staff recommends the Board grants the Grand Lake Rotary's request to waive the facility rental fee for their event.

Board Action

The Board has several options to consider including:

1. Granting the request by adopting the resolution; or
2. Granting the request with modifications; or
3. Deny the request.

Suggested motions:

1. I move to adopt Resolution 11-2024, A RESOLUTION SETTING CERTAIN FEES FOR THE GRAND LAKE ROTARY'S," PANCAKE BREAKFAST" EVENT FOR USE OF HECKERT PAVILION.

Or

2. I move to adopt Resolution 11-2024, A RESOLUTION SETTING CERTAIN FEES FOR THE GRAND LAKE ROTARY'S," PANCAKE BREAKFAST" EVENT FOR USE OF HECKERT PAVILION, as presented, with the following conditions _____.

Or

3. I move to deny the request to waive the facility use fee.

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 11-2024**

**A RESOLUTION SETTING CERTAIN FEES FOR THE GRAND LAKE ROTARY'S
USE OF THE HECKERT PAVILION ON JULY 4, 2024**

WHEREAS, Grand Lake Rotary has scheduled the use of the Heckert Pavilion on July 4, 2024, to hold their "Pancake Breakfast" event; and,

WHEREAS, the rental fee for the use of the Heckert Pavilion for the scheduled time is set at \$120.00 for non-profit organizations; and,

WHEREAS, the Board of Trustees has the authority pursuant to Colorado State Statute § 31-15-901 (1)(c) and Section 2-3-2 of the Municipal Code to adopt a resolution waiving Town fees; and,

WHEREAS, upon consideration of staff comments and discussion amongst the Board members themselves, the Board concluded that waiving rental fees is in the best interests of the Town and its citizens;

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

THAT, the Board hereby waives rental fees for the use of the Heckert Pavilion for the Grand Lake Rotary's, "Pancake Breakfast" event to be held on July 4, 2024.

**DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF
THE TOWN OF GRAND LAKE THIS 12th DAY OF FEBRUARY 2024.**

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

(SEAL)

ATTEST:

Alayna Carrell, Town Clerk

Stephan Kudron, Town Mayor



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February 12, 2024

To: Mayor Kudron and Board of Trustees
From: Alayna Carrell, Town Clerk
Re: Setting of Certain Fees for the Mile Hi Snowmobile Club's, "Flight for Life Poker Run" event on February 17, 2024

Purpose

The Town has received a request from the Mile Hi Snowmobile Club for the use of the Grand Lake Community House to hold their "Flight for Life Poker Run" event on February 17, 2024.

Background

The Mile Hi Snowmobile Club continues their long-standing annual tradition that's become so special in our community. They are requesting facility rental fees be waived for their "Flight for Life Poker Run" event to be held on the following date:

February 17, 2024, from 8:00AM to 5:00PM

Fees

The standard fee for use of the Grand Lake Community House as adopted by the Board of Trustees is \$600.00 per day and \$300.00 per day for non-profit organizations. The Mile Hi Snowmobile Club is a non-profit. The total fee for 1 day would be \$300.00.

Colorado state statute allows the Town to "aid and foster, by all lawful measures, associated charity organizations by appropriations and to grant the use of suitable rooms in the municipal buildings. No portion of any money so appropriated shall be given or loaned to any society, corporation, association, or institution that may be wholly or in part under sectarian or denominational control." C.R.S. § 31-15-901(1)(c).

Staff Recommendation

Staff recommends the Board grants the Mile Hi Snowmobile Club's request to waive the facility rental fee for their event.

Board Action

The Board has several options to consider including:

1. Granting the request by adopting the resolution; or
2. Granting the request with modifications; or
3. Deny the request.

Suggested Motions

1. ***I move to adopt RESOLUTION 12-2024, A RESOLUTION SETTING CERTAIN FEES FOR THE MILE HI SNOWMOBILE CLUB'S, "FLIGHT FOR LIFE POKER RUN" EVENT FOR USE OF THE GRAND LAKE COMMUNITY HOUSE.***

Or

2. ***I move to adopt RESOLUTION 12-2024, A RESOLUTION SETTING CERTAIN FEES FOR THE MILE HI SNOWMOBILE CLUB'S, "FLIGHT FOR LIFE POKER RUN" EVENT FOR USE OF THE GRAND LAKE COMMUNITY HOUSE, as presented, with the following conditions _____.***

Or

3. ***I move to deny the request to waive the facility use fee.***

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 12-2024**

**A RESOLUTION SETTING CERTAIN FEES FOR THE MILE HI SNOWMOBILE
CLUB’S USE OF THE GRAND LAKE COMMUNITY HOUSE ON
FEBRUARY 17, 2024**

WHEREAS, Mile Hi Snowmobile Club has scheduled the use of the Grand Lake Community House on February 17, 2024, to hold their “Flight for Life Poker Run” event; and,

WHEREAS, the rental fee for the use of the Grand Lake Community House for the scheduled time is set at \$300.00 for non-profit organizations; and,

WHEREAS, the Board of Trustees has the authority pursuant to Colorado State Statute § 31-15-901 (1)(c) and Section 2-3-2 of the Municipal Code to adopt a resolution waiving Town fees; and,

WHEREAS, upon consideration of staff comments and discussion amongst the Board members themselves, the Board concluded that waiving rental fees is in the best interests of the Town and its citizens;

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

THAT, the Board hereby waives rental fees for the use of the Grand Lake Community House for the Mile Hi Snowmobile Club’s, “Flight for Life Poker Run” event to be held on February 17, 2024.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 12th DAY OF FEBRUARY 2024.

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

(SEAL)

ATTEST:

Alayna Carrell, Town Clerk

Stephan Kudron, Town Mayor



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

February 12, 2024

To: Mayor Kudron and Board of Trustees
From: Alayna Carrell, Town Clerk
Re: Setting of Certain Fees for the Rocky Mountain Folk Schools, "Ice Sculpting" Class

Purpose

The Town has received two applications from Rocky Mountain Folk School for a Special Event Permit and a Town Facility Rental for the use of the Heckert Pavilion to hold an "Ice Sculpting" class on March 1, 2024.

Background

Rocky Mountain Folk School continues to provide the community with year-round learning experiences. They are requesting fees be waived for their "Ice Sculpting" class to be held on the following dates:

March 1, 2024, from 10:00AM to 12:00PM

Event Specifics

- Set up: will begin the morning of Thursday, June 6, 2024, at 7:30AM.
- Clean up: is scheduled to take place after the event ends on Saturday, June 8, 2024.
- Signage: There is only one temporary sign to be placed in front of the Community House.
- No alcohol will be served at this event.
- The applicant states there will be no impact on local businesses, except the additional vehicles parked on the streets surrounding the town square.

Fees

The standard fee for use of the Heckert Pavilion as adopted by the Board of Trustees is \$30.00 per hour and \$20.00 per hour for non-profit organizations. The Rocky Mountain Folk School is a non-profit. The total *facility* rental fee for the 2 hours would be \$40.00.

The standard fee for a *new special event permit* as adopted by the Board of Trustees is \$250.00.

The grand total requested to be waived for this event is \$290.00.

Colorado state statute allows the Town to "aid and foster, by all lawful measures, associated charity organizations by appropriations and to grant the use of suitable rooms in the municipal buildings. No portion of any money so appropriated shall be given or loaned to any society, corporation, association, or institution that may be wholly or in part under sectarian or denominational control." C.R.S. § 31-15-901(1)(c).

Staff Comments

Per town code, all applications are to be submitted 30 days prior to the event for review and issuance. The original application was submitted February 7, 2024. All required supporting documentation was received and processed to move forward with Board approval.

Board Review Special Event Permit

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*



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- (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.*

Staff Recommendation

Staff recommends the Board grants Rocky Mountain Folk School's request to waive both fees for their event.

Suggested Motions:

- 1. I move to adopt RESOLUTION 13-2024, A RESOLUTION WAIVING THE SPECIAL EVENT FEE AND THE FACILITY RENTAL FEE FOR ROCKY MOUNTAIN FOLK SCHOOL'S SPECIAL EVENT, "ICE SCULPTING".**
Or
- 2. I move to adopt RESOLUTION 13-2024, A RESOLUTION WAIVING THE SPECIAL EVENT FEE AND THE FACILITY RENTAL FEE FOR ROCKY MOUNTAIN FOLK SCHOOL'S SPECIAL EVENT, "ICE SCULPTING"., as presented, with the following conditions _____.**
Or
- 3. I move to deny the request to waive the facility use fee.**

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 13-2024**

**A RESOLUTION WAIVING THE SPECIAL EVENT FEE AND THE FACILITY RENTAL FEE
FOR ROCKY MOUNTAIN FOLK SCHOOL’S SPECIAL EVENT
“ICE SCULPTING”**

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

WHEREAS, Rocky Mountain Folk School (the “Applicant”) has applied for a special event permit (the “Application”); and

WHEREAS, pursuant to the Town Code the fee for a new special event is \$250.00 (the “Special Event Fee”); and,

WHEREAS, the Board of Trustees has the authority pursuant to Colorado State Statute § 31-15-901 (1) (c) and Section 2-3-2 of the Municipal Code to adopt a resolution waiving the Town fee; and,

WHEREAS, upon consideration of staff comments and discussion amongst the Board members, the Board concluded that waiving the special event fee for the Applicant is in the best interests of the Town and its citizens; and

WHEREAS, in conjunction with the Application, the Applicant desires to rent certain Town owned property commonly referred to as the Heckert Pavilion (the “Property”) on March 1, 2024 (2 hours), from 10:00AM to 12:00PM; and

WHEREAS, the Town sets forth rental fees for the use of the Property at a rate of \$20/HR (the “Rental Fee”); and

WHEREAS, upon consideration of staff comments and discussion amongst the Board, the Board has concluded that waiving the Rental Fee is in the best interests of the Town and its citizens.

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

Section 1. The Board hereby waives the Special Event Fee for Rocky Mountain Folk School’s, “Ice Sculpting” class to be held March 1, 2024.

Section 2. The Board hereby waives the Rental Fee for the use of the Property on March 1, 2024, from 10:00AM to 12:00PM.

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

Section 4. Repeal: Existing resolutions or parts of resolutions covering the same matters as embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 12TH DAY OF FEBRUARY 2024.

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

(SEAL)

ATTEST:

Alayna Carrell, Town Clerk

Stephan Kudron, Town Mayor



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 Grand Lake, CO 80447
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 www.townofgrandlake.com

February 12, 2024

To: Mayor Kudron and Board of Trustees
 From: Alayna Carrell, Town Clerk
 Re: Setting of Certain Fees for the Colorado Chili Pod, LLC.'S, "Annual State of Colorado Chili Cookoff" event on June 22, 2024

Purpose

The Town has received a request from the Colorado Chili Pod, LLC. for the use of the Heckert Pavilion to hold their "Annual State of Colorado Chili Cookoff" event on June 22, 2024.

Background

The Colorado Chili Pod, LLC continues their annual tradition that's become so special in our community. They are requesting facility rental fees be waived for their "Annual State of Colorado Chili Cookoff" event to be held on the following date:

June 22, 2024, from 7:00AM to 5:00PM

The standard fee for use of the Heckert Pavilion as adopted by the Board of Trustees is \$30.00 per hour and \$20.00 per hour for non-profit organizations. The Colorado Chili Pod, LLC. is a non-profit. The total fee for 10 hours would be \$200.00.

Colorado state statute allows the Town to "aid and foster, by all lawful measures, associated charity organizations by appropriations and to grant the use of suitable rooms in the municipal buildings. No portion of any money so appropriated shall be given or loaned to any society, corporation, association, or institution that may be wholly or in part under sectarian or denominational control." C.R.S. § 31-15-901(1)(c).

Staff Recommendation

Staff recommends the Board grants the Colorado Chili Pod, LLC.'s request to waive the facility rental fee for their event.

Board Action

The Board has several options to consider including:

1. Granting the request by adopting the resolution; or
2. Granting the request with modifications; or
3. Deny the request.

Suggested motions:

1. I move to adopt Resolution 14-2024, A RESOLUTION SETTING CERTAIN FEES FOR THE COLORADO CHILI POD, LLC.'S, USE OF THE HECKERT PAVILION ON JUNE 22, 2024.

Or

2. I move to adopt Resolution 14-2024, Resolution 14-2024, A RESOLUTION SETTING CERTAIN FEES FOR THE COLORADO CHILI POD, LLC.'S, USE OF THE HECKERT PAVILION ON JUNE 22, 2024, as presented, with the following conditions _____.

Or

3. I move to deny the request to waive the facility use fee.

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 14-2024**

**A RESOLUTION SETTING CERTAIN FEES FOR THE COLORADO CHILI POD,
LLC.'S USE OF THE HECKERT PAVILION ON JUNE 22, 2024**

WHEREAS, Colorado Chili Pod, LLC. has scheduled the use of the Heckert Pavilion on June 22, 2024, to hold their "Annual State of Colorado Chili Cookoff" event; and,

WHEREAS, the rental fee for the use of the Heckert Pavilion for the scheduled time is set at \$200.00 for non-profit organizations; and,

WHEREAS, the Board of Trustees has the authority pursuant to Colorado State Statute § 31-15-901 (1)(c) and Section 2-3-2 of the Municipal Code to adopt a resolution waiving Town fees; and,

WHEREAS, upon consideration of staff comments and discussion amongst the Board members themselves, the Board concluded that waiving rental fees is in the best interests of the Town and its citizens;

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

THAT, the Board hereby waives rental fees for the use of the Heckert Pavilion for the Colorado Chili Pod, LLC.'s, "Annual State of Colorado Chili Cookoff" event to be held on June 22, 2024.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 12th DAY OF FEBRUARY 2024.

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

(SEAL)

ATTEST:

Alayna Carrell, Town Clerk

Stephan Kudron, Town Mayor



February 12, 2024

To: Mayor Kudron & Board of Trustees

From: Alayna Carrell, Town Clerk

RE: Resolution 15-2024, Authorizing Tasting at Retail Liquor Stores and at Liquor-Licensed Drugstores in Grand Lake, Colorado Pursuant to C.R.S. 44-3-301(10)

Recently I received a request from Mountain Market, to have “wine tastings” at their establishment. Currently, they hold a Fermented Malt Beverage “Off Premise” liquor license that does not allow them to consume on the premises to hold these events. For Mountain Market and other businesses in the Town of Grand Lake that hold these specific licenses to have “tastings” the Board must approve a Resolution stating they can do so.

Town Staff recommends you approve Resolution 15-2024, authorizing tastings at retail liquor stores and at liquor-licensed drugstores in Grand Lake, Colorado pursuant to C.R.S. 44-3-301(10).

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 15-2024**

A RESOLUTION AUTHORIZING TASTING AT RETAIL LIQUOR STORES AND AT LIQUOR-LICENSED DRUGSTORES IN GRAND LAKE, COLORADO PURSUANT TO C.R.S. § 44-3-301(10)

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

WHEREAS, Colorado Revised Statutes § 44-3-301(10) allows the governing body of a municipality to adopt a resolution authorizing tasting at retail liquor stores, liquor-licensed drugstores, and fermented malt beverage and wine retailers pursuant to the parameters set forth in C.R.S. § 44-3-301(10); and

WHEREAS, the Board is the governing body of Grand Lake and has determined there is a desire for tasting within the Town and that it is in the best interest of the health, safety, and welfare to adopt regulation and procedures for the conduct of tasting by a retail liquor store, liquor-licensed drugstore, and fermented malt beverage and wine retailer.

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

Section 1. Pursuant to C.R.S. § 44-3-301(10), the Board of Trustees of the Town of Grand Lake, Colorado hereby authorizes the Town Board or their designee to authorize tasting at retail liquor stores, liquor-licensed drugstores, and fermented malt beverage and wine retailers in the Town of Grand Lake pursuant to the following regulations and procedures:

1. “Tastings” means the sampling of malt, vinous, or spiritous liquors that may occur on the premises of a retail liquor store, liquor-licensed drugstore, and fermented malt beverage and wine retailer licensee by adult patrons of the licensee pursuant to the provisions of C.R.S. § 44-3-301(10).
2. Tasting shall be subject to the following limitations:
 - a. Tastings shall be conducted only by a person who has completed a server training program that meets the standards established by the Liquor Enforcement Division of the Colorado Department of Revenue and who is either a retail liquor store licensee, or a liquor-licensed drugstore licensee, or a fermented malt beverage and wine retailer licensee, or an employee of a licensee, and only on a licensee’s licensed premises. A certificate of training shall be provided to the local licensing authority with the application form.
 - b. The alcohol used in tasting shall be purchased through a licensed wholesaler, licensed brew pub, distillery or winery licensed pursuant to C.R.S. § 44-3-403, at a cost that is not less than the laid-in cost of such alcohol.

- c. The size of an individual alcohol sample shall not exceed one ounce of malt or vinous liquor or one-half ounce of spiritous liquor.
- d. Tastings shall not exceed a total of five hours in duration per day, which need not be consecutive.
- e. Tastings shall be conducted only during the operating hours in which the licensee on whose premises the tasting occur is permitted to sell alcohol beverages, and in no case earlier than 11 A.M. or later than 7 P.M.
- f. Tasting may occur on no more than four of the six days from a Monday to the following Saturday, not to exceed on hundred four (104) days per year.
- g. Licensee shall provide the local licensing authority with a schedule of dates and times the tastings will be conducted. Such notice shall be at least 72 hours prior to the tasting.
- h. The Licensee shall prohibit patrons from leaving the licensed premises with an unconsumed sample.
- i. The Licensee shall promptly remove all open and unconsumed alcohol beverage samples from the licensed premises or shall destroy the samples immediately following the completion of the tasting, or store any open containers of unconsumed alcohol beverages in a secure area outside the sales area of the licensed premises for use at a tasting conducted at a later time or date.
- j. The Licensee shall not serve a person who is under twenty-one years of age or who is visibly intoxicated.
- k. The Licensee shall not serve more than four individual samples to a patron during a tasting.
- l. Alcohol samples shall be in open containers and shall be provided to a patron free of charge.
- m. No Manufacturer of spirituous or vinous liquors shall induce a licensee through free goods or financial or in-kind assistance to favor the manufacture's products being sampled at a tasting. The Licensee shall bear the financial and all other responsibility for a tasting conducted on its licensed premises.
- n. A violation of any of the limitations specified herein by a retail liquor store or liquor-licensed drugstore licensee, or a fermented malt beverage and wine retailer licensee, whether by his or her employees, agents, or otherwise, shall be the responsibility of, and C.R.S. § 44-3-801 applies to, the retail liquor store or liquor-licensed drugstore licensee or fermented malt beverage and wine retailer licensee who is conducting the tasting and shall be subject to the same revocation, suspension and enforcement provisions as otherwise apply to the licensee.

- o. An application form, as approved by the Town of Grand Lake, must be submitted to the Grand Lake Town Clerk. Upon receipt of the application an annual application fee of \$100.00 and any other documentation required by the Town, a permit may be issued.

Section 2. Severability: If any section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution. The Board of Trustees declares that it would have passed this Resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal: Existing resolutions or parts of resolutions covering the same matters as embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE AND SIGNED THIS 12TH DAY OF FEBRUARY, 2024.

(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: _____
 Stephan Kudron, Mayor



February 12, 2024

Applicant: Grand Arts Council

Initiated by: Alan Walker

Presented By: Alayna Carrell, Town Clerk

Introduction: An application for a Special Event Liquor Permit was received from the Grand Arts Council, with supporting documentation, and request the fee to be waived.

The request is to sell malt, vinous and spirituous liquor by the drink for consumption on the premises only for their event, “Moors & McCumber Concert” to be held March 16, 2024, from 6:00 p.m. to 9:00 p.m. at the Grand Lake Community House, located at 1025 Grand Avenue. The Grand Arts Council qualifies for a Special Events Liquor Permit as it is incorporated with the State of Colorado as a non-profit and has not received more than 15 Special Events Liquor License Permits for 2024, this is their first request.

The Board must investigate the application and could deny the permit if its issuance would injure the public welfare by reason of the nature or location of the special event, or failure of the applicant to conduct past special events in compliance with applicable laws and regulations.

Neighborhood Boundaries: The town limits of Grand Lake are the neighborhood boundaries. The proposed location is at 1025 Grand Avenue, which is more than 500 feet from any educational institution; therefore, State Statute does not prohibit liquor from being sold from this location.

Financial Details: The respective license fee of \$100.00 has been requested to be waived.

Background Check: The application was turned over to the Grand County Sheriff’s Office, they found no adverse information that would affect the issuance of the license.

Legal Requirements:

Posting: Notice of Hearing was posted, January 30, 2024, at: 1025 Grand Avenue

Attachments: Application for a Special Events Permit & a Diagram of the Premises

Staff Recommendation

Staff recommends the Town Board approve the Grand Arts Council Special Event Liquor Permit, for their event “Moors & McCumber Concert”, on March 16, 2024, at the Grand Lake Community House.

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

Application for a Special Events Permit

Departmental Use Only

Section 10, Item L.



State Only Permit/State Property

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.)

- | | | |
|------------------------------------|---|---|
| <input type="checkbox"/> Social | <input type="checkbox"/> Athletic | <input type="checkbox"/> Philanthropic Institution |
| <input type="checkbox"/> Fraternal | <input type="checkbox"/> Chartered Branch, Lodge or Chapter | <input type="checkbox"/> Political Candidate |
| <input type="checkbox"/> Patriotic | <input type="checkbox"/> National Organization or Society | <input type="checkbox"/> Municipality Owned Arts Facilities |
| <input type="checkbox"/> Political | <input type="checkbox"/> Religious Institution | |

LIAB	Type of Special Event Applicant is Applying for:	DO NOT WRITE IN THIS SPACE
2110 <input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor	\$25.00 Per Day	Liquor Permit Number
2170 <input type="checkbox"/> Fermented Malt Beverage	\$10.00 Per Day	

1. Name of Applicant Organization or Political Candidate State Sales Tax Number (Required)
Grand Arts Council

2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) <u>PO Box 762 Grand Lake, CO . 80447</u>	3. Address of Place to Have Special Event (include street, city/town and ZIP) <u>Community House 1026 Park Ave Grand Lake, CO 80447</u>
---	---

4. Authorized Representative of Qualifying Organization or Political Candidate Date of Birth Phone Number
Grand Arts Council

Authorized Representative's Mailing Address (if different than address provided in Question 2.)
P.O. Box 762 Grand Lake, CO 80447

5. Event Manager Date of Birth Phone Number
Alan Walker

Event Manager Home Address (Street, City, State, ZIP) Email Address of Event Manager

6. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes How many days? <u>0</u>	7. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes License Number <u> </u>
--	---

8. 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

Date	Date	Date	Date	Date
3/16/24				
Hours From 6 P.m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To 9 P.m.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.
Date	Date	Date	Date	Date
Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.	Hours From .m.
To .m.	To .m.	To .m.	To .m.	To .m.

Oath of Applicant

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.

Signature Ashley North Title GAC Member Date 1/22/24

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

Signature Title Date

DO NOT WRITE IN THIS SPACE - FOR DEPARTMENT OF REVENUE USE ONLY

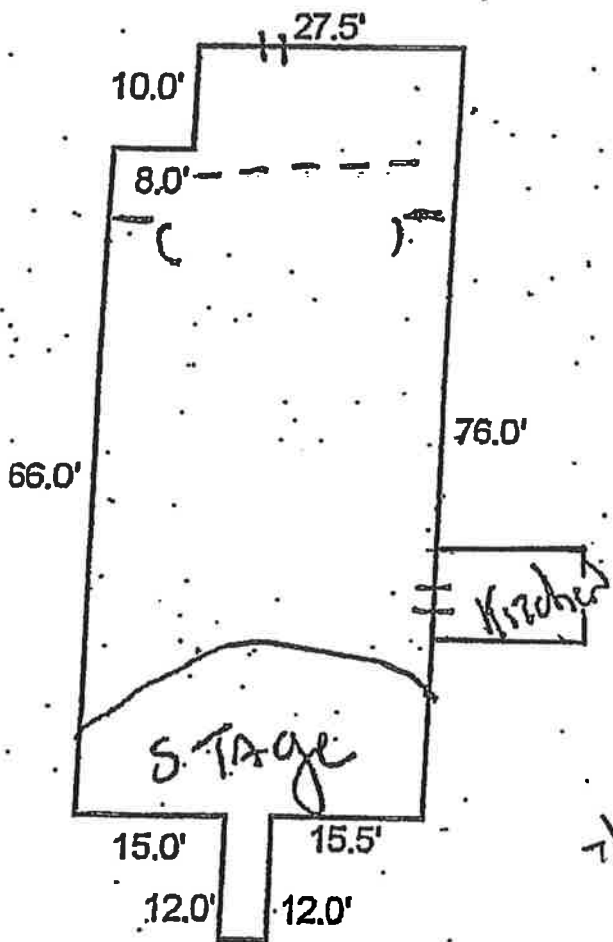
Liability Information			
License Account Number	Liability Date	State	Total
		-750 (999)	\$.

Grand Lake Community House



Grand Ave

Front



2/11/14
2

Back of Bldg



Date: 02/12/2024
To: Mayor Kudron and Board of Trustees
From: Kimberly White, Community Development Director

Re: **Public Hearing (Quasi-Judicial)** Resolution 07-2024; A Resolution Recommending Approval of a Lot Consolidation of Lots 3-5, Block 1, Sunnyside Addition to Grand Lake, More Commonly Referred to as 240 and 300 Hancock Street



Purpose

The Town has received a lot consolidation request application from James Martell of Martell Real Estate Group, LLC to consolidate three (3) contiguous legal lots into one for the purpose of having one business property. This request requires Planning Commission recommendation and Board review.

P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099
PH. 970/627-3435
FAX 970/627-9290
E-MAIL: town@townofgrandlake.com



Public Hearing Process

The public hearing should be conducted as follows:

1. Open the Public Hearing
2. Allow staff to present the matter
3. Allow the applicant to address the Board
4. Take all public comment
5. Close the Public Hearing
6. Have Board discuss amongst themselves
7. Board make a motion

Municipal Code

M.C. 12-6-8 (B) Lot Consolidations

Any property owner requesting to combine two or more contiguous legal lots in a previously recorded subdivision, planned development, or traditional residential development, which are owned by the same person or entity must apply for a Lot Consolidation to be submitted for review by the Planning Commission and approval by the Board of Trustees.

1. *Lot Consolidations are defined as meeting all of the following criteria*
 - a. *Affecting property that was previously subdivided into legally recognized lots or parcels*
 - b. *Not relocating or reconfiguring previously established lot lines*
 - c. *Not resulting in a new lot that had previously been separate lots divided by a public or private road*
 - d. *Not creating or resulting in the creation of a lot or parcel of land that would violate or fail to conform to any applicable zoning or other standard or regulation including, but not limited to, lot area, minimum frontage, building height, setbacks, density, public or private road or private drive standards, parking, or access.*
 - e. *Not altering public right-of-way or easements reserved for drainage or utilities of any kind located on the combined lots*
2. *Submittal Requirements*
 - a. *The applicant shall provide the following submission materials:*
 1. *Application Form*
 2. *Application fee or deposit*
 3. *Proof of ownership in the form of a deed of title*
 4. *Project description (narrative) including the following:*
 - a. *Detailed description of lot and block numbers, new location of adjusted lot line with project coordinates, and resulting lot acreages*
 - b. *Detailed description of type, size, and location of existing structures on all lots.*
 5. *A list of and addresses for all owners of adjacent property and all owners of easements over, through, or across the property.*

P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099
 PH. 970/627-3435
 FAX 970/627-9290
 E-MAIL: town@townofgrandlake.com



6. Lot Consolidation Plat (24" x 34") prepared by a registered land surveyor and drawn to a scale of no less than 1" = 50' (see 12-9-2 (E) and 12-9-11 (K) for specific items)

3. Review Procedures

a. The Town Planner will have fourteen (14) days from date of submission to determine completeness. Upon acceptance by the Town Planner for submission completeness, the Lot Consolidation request shall be reviewed by the Planning Commission at the next regularly scheduled public meeting. After receipt of recommendation by the Planning Commission, the Board of Trustees shall review the Lot Consolidation request at their next regularly scheduled public meeting.

4. Review Criteria

- a. The Planning Commission and Board of Trustees shall apply the following review criteria in considering an application. No application shall be approved unless the Board of Trustees determines that all criteria have been met:
- 1. The combined lot(s) are legal lots as defined in section 12-6-8(A)1
 - 2. The combined lot(s) would not subsequently create additional lots other than the resultant lot(s)
 - 3. The lot consolidation would not adversely affect existing access, drainage, utility easements, or rights-of-way
 - 4. *The lot consolidation would not adversely affect adjacent properties and the property owners' enjoyment of their property
 - 5. Any covenants, deed restrictions, or other conditions of approval that apply to the original lots must also apply to the resultant lot(s)
* For regulations governing maximum permitted floor area of structures on properties with combined lots, see sections 12-2-10(C) to 12-2-18(C).

5. Procedure Following Approval

a. Where the Board of Trustees has determined that a proposed Lot Consolidation complies with the requirements of these regulation, the Final Lot Consolidation Plat shall be endorsed by the Chair of the Planning Commission and the Mayor of the Town and thereafter the Town Clerk shall file the approved Plat with the Town and with the Grand County Clerk and Recorder.

6. In Perpetuity

a. Once a Lot Consolidation Plat has been approved, filed, and recorded, the resultant lot(s) are to be considered one (or more) new lot(s), in perpetuity, never to be sold separately or mortgaged separately. Only upon reapplication with the Town to re-subdivide the resultant lot(s) again can these lot(s) be sold or mortgaged separately.

Staff Comments

The applicant has provided all of the appropriate submission materials as part of the submission package, including an application fee payment, deed of title, a list of adjacent property owners



and easements (listed in the title commitment), and a proposed lot consolidation plat (exhibit A). The property complies with all of the requirements for lot consolidation.

Staff believes the applicant meets the criteria for approval by the Board of Trustees in the following ways:

- The combined lots as shown on the proposed plat meet all the attributes as defined under section 12-6-8(A)
- No other lots are created other than the one consolidated lot
- The driveway, existing right of way, site drainage, and public utilities are not adversely affected by this lot consolidation, however there is a 1996 perpetual parking easement agreement for lot 4 for public utilities, fire truck access, and parking which will continue unaffected by this lot consolidation (record # 96007810).
- No deed restrictions or conditions are listed on the Applicant’s warranty. Staff is unaware of any other covenants or restrictions if they exist. All perpetual easements are listed in the history notes of the lot consolidation plat.

Suggested Motions For Lot Consolidation Request:

1. I move to adopt resolution 07-2024, as presented.

Or

2. I move to adopt resolution 07-2024, With the Following Modifications

_____.

Or

3. I Move To Deny The Request As Presented.

WARRANTY DEED

THIS DEED, made this 18th day of March, 2022, and is made between **Tomlynson, Inc.**, a Colorado corporation, the "Grantor," and Martell Real Estate Group, LLC, a Colorado limited liability company, the "Grantee," whose legal address is 3095 Blue Mountain Drive, Broomfield, CO 80023.

WITNESS, that the Grantor, for and in consideration of the sum ONE MILLION NINE HUNDRED THOUSAND DOLLARS (\$1,900,000.00), the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, described on the attached Exhibit A (the "Property"), which by this reference is incorporated herein;

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained Property, with the hereditaments and appurtenances;

RESERVING, however, to Grantor, its heirs, successors and assigns the easement rights set forth on the attached **Exhibits B and C** (the "Easements"), subject to the terms and conditions set forth therein, which with acceptance of this deed, the Grantee agrees to be bound;

TO HAVE AND TO HOLD the said Property above bargained and described, with the appurtenances, unto the Grantee and the Grantee's heirs and assigns forever. The Grantor, for itself and its successors and assigns, does covenant, grant, bargain, and agree to and with the Grantee, and the Grantee's heirs and assigns that at the time of the ensealing and delivery of these presents, the Grantor is well seized of the Property above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except and subject to the matters set forth in Exhibit D (Permitted Exceptions).

And the Grantor shall and will **WARRANT THE TITLE AND DEFEND** the above-described Property, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto subscribed by its president, vice-president, or other head officer, and its corporate seal to be affixed, attested by its secretary or other appropriate officer, on the date set forth above.

Section 10, Item M.

[SIGNATURES PAGES TO FOLLOW]

GRANTOR:

TOMLYN SON, INC., a Colorado corporation

By: [Signature]
Maxwell G. Ludwig, President

By: [Signature]
Tatyana A. Ludwig, Secretary

STATE OF COLORADO
COUNTY OF GRAND

The foregoing instrument was acknowledged before me this 18 day of March, 2022 by Maxwell G. Ludwig, as President of Tomlyns on, Inc.

WITNESS my hand and official seal

My Commission Expires: December 24, 2023

SONYA ANN HERVERT
Notary Public
State of Colorado
Notary ID # 20154049020
My Commission Expires 12-24-2023

[Signature]
Notary Public

STATE OF COLORADO
COUNTY OF GRAND

The foregoing instrument was acknowledged before me this 18 day of March, 2022 by Tatyana A. Ludwig, as Secretary of Tomlyns on, Inc.

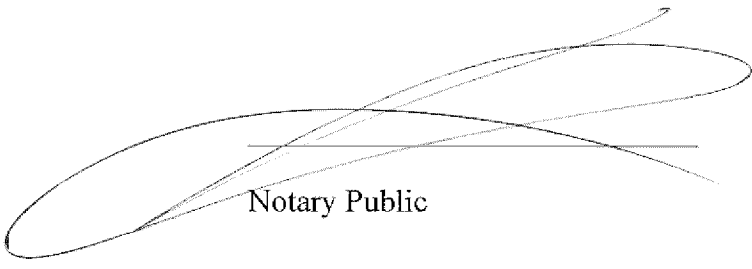
WITNESS my hand and official seal

My Commission Expires: December 24, 2023

[Signature]

Section 10, ItemM.

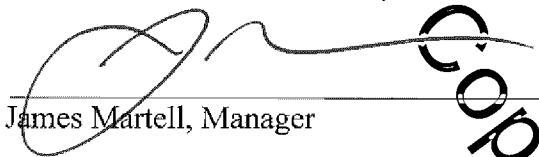
SONYA ANN HERVERT
Notary Public
State of Colorado
Notary ID # 20154049020
My Commission Expires 12-24-2023


Notary Public

IN WITNESS WHEREOF, Grantee has executed this Warranty Deed on the date set forth above,
and by such execution accepts the terms and conditions of the easement reservations set forth in
Exhibits B and C to this Warranty Deed, and accepts title to the Property subject to the Permitted
Exceptions set forth in Exhibit D.

GRANTEE:

MARTELL REAL ESTATE GROUP, LLC, a Colorado limited liability company

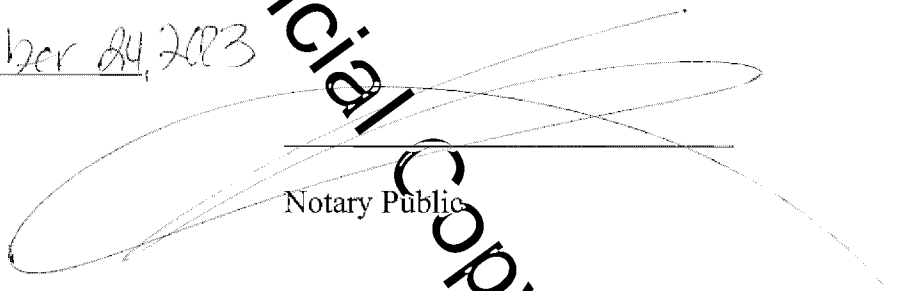
By: 
James Martell, Manager

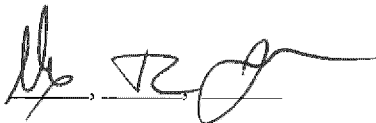
The foregoing instrument was acknowledged before me this 16 day of March,
2022 by James Martell, as Manager of Martell Real Estate Group, LLC, a Colorado limited
liability company.

WITNESS my hand and official seal

My Commission Expires: December 24, 2023

SONYA ANN HERVERT
Notary Public
State of Colorado
Notary ID # 20154049020
My Commission Expires 12-24-2023

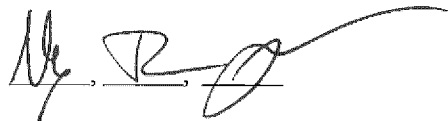

Notary Public



**EXHIBIT A
TO WARRANTY DEED**

Lots 3, 4 and 5
Block 1,
SUNNYSIDE ADDITION TO GRAND LAKE, according to the Plat thereof filed April 25,
1910 at Reception No. 15299

also known by street addresses as 240 and 300 Hancock Street, Grand Lake, CO 80447 and
assessor's schedule numbers R143231 and R143220 and Parcel numbers 119305213007 and
119305213002.

A handwritten signature in black ink, appearing to be 'M. R. O.', written over a horizontal line.

**EXHIBIT B
TO WARRANTY DEED**

[Attached to Warranty Deed, dated March 18th, 2022 between Tomlynson, Inc., a Colorado corporation, "Grantor," and Martell Real Estate Group, LLC, a Colorado limited liability company, as "Grantee."]

PARKING EASEMENT AGREEMENT

This Parking Easement Agreement ("Agreement") is executed on the dates indicated by the signatures affixed hereto, by and between Martell Real Estate Group, LLC, a Colorado limited liability company referred to as Grantee in the Warranty Deed and hereinafter in this Agreement as "*Easement Grantor*," and Tomlynson, Inc., a Colorado corporation, referred to as Grantor in the Warranty Deed and hereinafter in this Agreement as "*Easement Grantee*."

WITNESS:

WHEREAS, the *Easement Grantee* has caused its corporate name to be hereunto subscribed by its president, vice-president, or other head officer, and its corporate seal to be affixed, attested by its secretary or other appropriate officer, on the date set forth above.

WHEREAS, as of the date of execution and recordation of the Warranty Deed to which this Parking Easement is attached (Exhibit B), *Easement Grantor* is the owner of the following described property located in Grand County, Colorado (the "Easement Property") and is desirous of entering into this Agreement:

Lots 3, 4 and 5
Block 1,
SUNNYSIDE ADDITION TO GRAND LAKE, according to the Plat thereof filed April 25, 1910 at Reception No. 15299

WHEREAS, *Easement Grantee* is the owner of property adjacent to the Easement Property, which is also located in Grand County, Colorado and is more particularly described as follows:

Parcel A:

Lot 18,
Block 1,
SUNNYSIDE ADDITION TO GRAND LAKE, according to the Plat thereof filed April 25, 1910 at Reception No. 15299

Parcel B:

All that part of the NE1/4 of Section 5, Township 3 North, Range 75 West of the 6th P.M., lying Easterly of the East line of Lot 18, Block 1, Sunnyside Addition to the Town of Grand Lake and Northerly of the Easterly extension of the South line of said Lot 18 and

Southerly of the Easterly extension of the North line of said Lot 18 and Westerly of the center of the North Inlet to Grand Lake.

Also know by Street Address: 210 Rapids LN, Grand Lake, CO 80447-1400)

(Parcels A and B being referred to collectively herein as the "Adjacent Property") and is desirous of entering in this Agreement; and

WHEREAS, the Adjacent Property has historically utilized the Easement Property for vehicular parking purposes for the benefit of the Adjacent Property; and

WHEREAS, the Easement Property and the Adjacent Property are depicted in Attachment A hereto.

AND WHEREAS, *Easement Grantor* and *Easement Grantee* wish to enter into this Agreement for the purpose of creating an easement on the Easement Property in favor of *Easement Grantee* and the Adjacent Property to provide *Easement Grantee* and its guests, invitees, contractors, employees, and agents (hereinafter, "Grantee Users") continued access to parking on the Easement Property consistent with the historical usage thereof by *Easement Grantee*.

IT IS THEREFORE STIPULATED AND AGREED AS FOLLOWS
("Agreement"):

- (1) **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into this Agreement.
- (2) **Easement Grant and Description.** *Easement Grantor* hereby grants and dedicates a non-exclusive perpetual parking easement to *Easement Grantee* to provide *Easement Grantee* and Grantee Users access to the Easement Property for the purpose of vehicular parking on the Easement Property ("Parking Easement") consistent with *Easement Grantee's* historical usage thereof. More specifically, *Easement Grantee* shall have access to the parking spaces currently available on the Easement Property, ("Lots 3, 4 and 5 Parking"), and shall share access to Lots 3, 4 and 5 Parking with the lessors residing in the three cabins located on Lot 5 and the eight units located on Lot 3 ("Lot 3 and 5 Lessors"). Any modification of the parking spaces as a result of modifying the layout to increase the number of parking spaces available shall not impact the scope of this Easement, and *Easement Grantee* shall retain the rights to access the parking spaces on Easement Property as may be modified in the future. *Easement Grantee* and the Parking Easement established by this Agreement is for the benefit of the *Easement Grantee* and successors and assigns of the Adjacent Property. The Parking Easement shall burden the Easement Property described herein and conveyed in the Warranty Deed to which this Agreement is attached. Notwithstanding anything in this Agreement to the contrary, if *Easement Grantor* determines, in its sole and absolute discretion, to subdivide, develop, sell or improve all or any portion of Lot 5 of the Easement Property, *Easement Grantor* shall relocate thirteen (13) parking spaces located on Lot 5 (the "Lot 5 Parking Spaces"), such that *Easement Grantee* does not lose access to the number of parking spaces granted as part of this Parking

Easement Agreement. The intent is that the Easement Grantee is to maintain the same number of parking spaces granted pursuant to this Easement Agreement before and after the relocation of the Lot 5 Parking Spaces. After the relocation of the Lot 5 Parking Spaces and an amendment evidencing the relocation has been signed by Easement Grantee and Easement Grantor and recorded in the real estate records, Easement Grantor shall be entitled to terminate the easement rights granted hereunder as to the Lot 5 Parking Spaces.

- (3) **Non-exclusive.** The Parking Easement is non-exclusive and the *Easement Grantor* specifically retains the right to utilize the Easement Property in connection with the operations of *Easement Grantor* taking place on the Easement Property, so long as *Easement Grantor's* use does not unreasonably interfere with the Parking Easement described herein.
- (4) **Operation, repair and maintenance.** *Easement Grantor*, at his sole expense, shall reasonably operate, repair, and maintain the Easement Property for *Easement Grantee's* use, including by the Grantee Users. Notwithstanding the foregoing, *Easement Grantee* may, but is not obligated to, also operate, repair, and maintain the Easement Property, as it so desires.
- (5) **Compliance.** In the *Easement Grantor's* ownership and/or utilization of the Easement Property, *Easement Grantor* shall comply with all present and future federal, state and local laws, rules, regulations, land use codes, building codes, orders and other governmental requirements applicable to *Easement Grantor's* ownership and/or use of the Easement Property. Likewise, in the *Easement Grantee's* utilization of the Parking Easement, *Easement Grantee* shall comply with all present and future federal, state and local laws, rules regulations and other governmental requirements applicable to *Easement Grantee's* use of the Parking Easement.
- (6) **Liens.** In no event shall any work performed on the Parking Easement give rise to a mechanic's lien or any other encumbrance (collectively, "Encumbrance") against *Easement Grantee's* Adjacent Property, or any other real property owned by *Easement Grantee*. In the event such an Encumbrance is claimed, *Easement Grantor* shall immediately do all things necessary to cause a release of the Encumbrance. *Easement Grantor* shall keep the Parking Easement free and clear of liens and encumbrances resulting from *Easement Grantor's* and/or *Easement Grantee's* use of the Easement Property.
- (7) **Runs with Land.** The easement rights created hereunder shall be an appurtenance to the Adjacent Property and shall travel with the title thereto without specific mention thereof in any conveyance document.
- (8) **Indemnification and Release.** *Easement Grantor* does hereby indemnify and hold harmless *Easement Grantee* for loss or damage sustained by *Easement Grantor* from *Easement Grantee's* reasonable exercise of the Parking Easement. Further, the *Easement Grantor* shall neither hold, nor attempt to hold, *Easement Grantee* liable for, and hereby waives and releases it from any loss, damage or injury to person or property sustained by the *Easement Grantee*, its agents, contractors, employees, invitees or anyone claiming by, through or under *Easement Grantor*, resulting from *Easement Grantee's* exercise and use of the Parking Easement herein, except any accident, condition, or casualty that is directly caused by the

intentional or reckless acts or omissions of the *Easement Grantee's* use of the Parking Easement for the purposes described herein.

- (9) **Binding Effect.** The terms and conditions of this Agreement and the Parking Easement granted herein shall be binding on the heirs, personal representatives, successor and assigns of the parties affected thereby, and shall be enforceable as a covenant and equitable servitude binding the parties and Easement Property described herein. *Easement Grantee*, and its successors, heirs and assigns, shall not be liable for any default or failure to comply herewith which relates to the period of time after *Easement Grantee* shall have conveyed or otherwise transferred its entire interest in the Parking Easement and/or *Easement Grantee's* interest in the Adjacent Property herein described.
- (10) **Construction.** The rule of strict construction does not apply to this instrument. This Agreement shall be given reasonable construction in light of the goals to confer upon *Easement Grantee* a useable right to the Parking Easement consistent with *Easement Grantee's* historical usage thereof, and any other allowable uses of the Easement Property; and protect *Easement Grantee* from needless and unreasonable cost, risk and interference with *Easement Grantee's* use of the Parking Easement. The titles to the paragraphs in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.
- (11) **Governing Law.** It is agreed that this Parking Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado.
- (12) **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any of the parties, except to the extent incorporated in this Agreement.
- (13) **Modification of Easement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party.
- (14) **No Waiver.** Except where set out specifically above, the failure of a party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
- (15) **Default and Remedies.** In the event of any default under this Agreement, the non-defaulting party may give notice to the defaulting party of such default. The defaulting party shall have twenty (20) days within which to cure such default, or, with respect to a nonmonetary default, if such default cannot be cured within then (20) days, such longer time as may reasonably be necessary to cure such default, provided that the defaulting party commences to cure such default within said twenty (20) days and diligently prosecutes the

same to completion. In the event of a default that is not timely cured, but not prior to the end of the applicable cure period, the non-defaulting parties shall be entitled to (a) cure such default at the expense of the defaulting party (and the defaulting party shall pay the reasonable expense thereof upon demand, together with interest), and (b) any other remedies which may be available at law or in equity, with the exception of the termination of this Agreement. The parties acknowledge that damages may be an inadequate remedy for a default hereunder and agree that the parties shall be entitled to injunction, specific performance and other equitable remedies to enforce the terms of this Agreement. The prevailing party in any action to enforce this Easement shall be entitled to its reasonable attorneys' fees and court costs.

- (16) **Notices.** Any notice permitted or required to be given under this Agreement shall be in writing and shall be deemed properly given and received on the earlier of: (a) when actually received if delivered personally, by messenger service, or otherwise; (b) on the next business day after deposit for delivery (specifying next day delivery) with any recognized overnight courier service; or (c) seven (7) business days after mailing, by certified mail, return receipt requested. All such notices shall be furnished with delivery or postage charges paid, addressed to the parties at the addresses set forth below as of this date, or a different address as designated in a written notice to the other party as provided for herein:

Easement Grantor:

Martell Real Estate Group, LLC, a Colorado limited liability company
% James Martell, Manager
3095 Blue Mountain Drive
Broomfield, CO 80023

Easement Grantee:

Tomlynson, Inc.
% Maxwell G. Ludwig, President and Tatyana A. Ludwig, Secretary/ Treasurer
PO Box 1400
GL, CO 80447

And

Kent H. Whitmer, Esq.
P.O. Box 38
Hot Sulphur Springs, CO 80451

A party may give any notice, instruction or communication in connection with this Easement using any other means (including facsimile, e-mail or first-class mail), but no such notice, instruction or communication shall be deemed to have been delivered unless and until it is actually received by the party to whom it was sent and such party acknowledges its receipt.

Section 10, Item M.

(17) **Termination, Expiration or Abandonment of the Easement.** The Parking Easement set forth in this Agreement may be terminated in whole or in part, by the voluntary relinquishment by *Easement Grantee* or any successor-in-interest of *Easement Grantee* of the Parking Easement by a written instrument executed by the *Easement Grantee* or its designated representative, or any assignee of *Easement Grantee* of the Parking Easement evidencing such termination.

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

[SIGNATURE PAGES TO FOLLOW]

EASEMENT GRANTEE:

TOMLYNSON, INC., a Colorado corporation

By: [Signature]
Maxwell G. Ludwig, President

By: [Signature]
Tatyana A. Ludwig, Secretary

SONYA ANN HERVERT
Notary Public
State of Colorado
Notary ID # 20154049020
My Commission Expires 12-24-2023

STATE OF COLORADO :
COUNTY OF GRAND :

The foregoing instrument was acknowledged before me this 18 day of March, 2022 by Maxwell G. Ludwig, as President of Tomlynson, Inc.

WITNESS my hand and official seal
My Commission Expires: December 24, 2023

[Signature]
Notary Public

STATE OF COLORADO :
COUNTY OF GRAND :

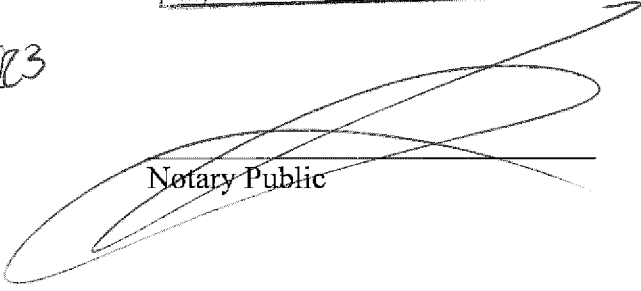
The foregoing instrument was acknowledged before me this 18 day of March, 2022 by Tatyana A. Ludwig, as Secretary of Tomlynson, Inc.

Section 10, ItemM.

SONYA ANN HERVERT
Notary Public
State of Colorado
Notary ID # 20154049020
My Commission Expires 12-24-2023

WITNESS my hand and official seal

My Commission Expires: December 24, 2023



Notary Public

EASEMENT GRANTOR:

MARTELL REAL ESTATE GROUP, LLC, a Colorado limited liability company

By: 
James Martell, Manager

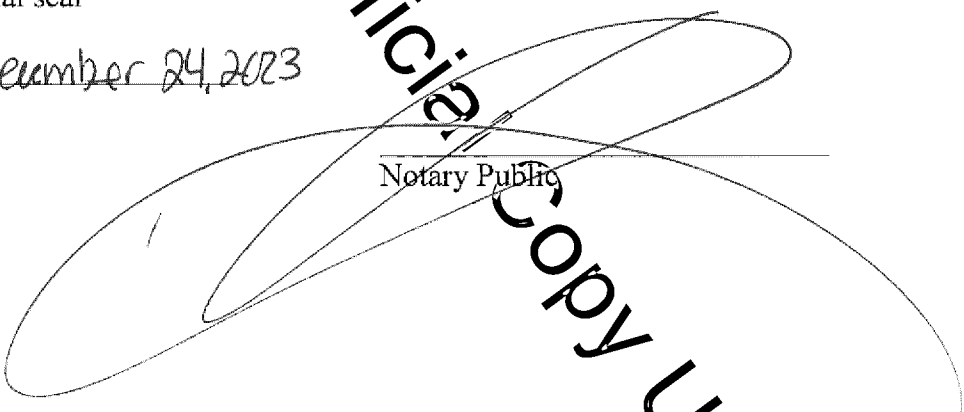
SONYA ANN HERVERT
Notary Public
State of Colorado
Notary ID # 20154049020
My Commission Expires 12-24-2023

STATE OF COLORADO :
COUNTY OF GRAND :

The foregoing instrument was acknowledged before me this 18 day of March,
2022 by James Martell, as Manager of Martell Real Estate Group, LLC, a Colorado limited
liability company.

WITNESS my hand and official seal

My Commission Expires: December 24, 2023



Notary Public

Unofficial Copy Unofficial Copy Unofficial Copy Unofficial Copy

**EXHIBIT C
TO WARRANTY DEED**

[Attached to Warranty Deed, dated March 18th, 2022 between Tomlynson, Inc., a Colorado corporation, "Grantor," and Martell Real Estate Group, LLC, a Colorado limited liability company, as "Grantee."]

SNOW AND REFUSE EASEMENT AGREEMENT

This Snow and Refuse Agreement ("Agreement") is executed on the dates indicated by the signatures affixed hereto, by and between Martell Real Estate Group, LLC, a Colorado limited liability company referred to as Grantee in the Warranty Deed and hereinafter in this Agreement as "*Easement Grantor*," and Tomlynson, Inc., a Colorado corporation, referred to as Grantor in the Warranty Deed and hereinafter in this Agreement as "*Easement Grantee*."

WITNESS:

WHEREAS, the *Easement Grantee* has caused its corporate name to be hereunto subscribed by its president, vice-president, or other head officer, and its corporate seal to be affixed, attested by its secretary or other appropriate officer, on the date set forth above.

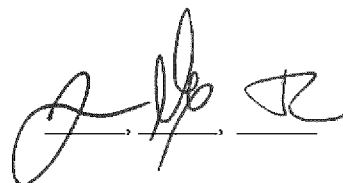
WHEREAS, as of the date of execution and recordation of the Warranty Deed to which this Agreement (Exhibit C) is attached, *Easement Grantor* is the owner of the following described property located in Grand County, Colorado (the "Easement Property") and is desirous of entering into this Agreement:

Lots 3 and 4 and 5,
Block 1,
SUNNYSIDE ADDITION TO GRAND LAKE, according to the Plat thereof filed April 25, 1910 at Reception No. 15299

WHEREAS, *Easement Grantee* is the owner of property adjacent to the Easement Property ("Adjacent Property"), which property is located in Grand County, Colorado and is more particularly described as follows:

Parcel A:

Lot 18,
Block 1,
SUNNYSIDE ADDITION TO GRAND LAKE, according to the Plat thereof filed April 25, 1910 at Reception No. 15299



Parcel B:

All that part of the NE1/4 of Section 5, Township 3 North, Range 75 West of the 6th P.M., lying Easterly of the East line of Lot 18, Block 1, Sunnyside Addition to the Town of Grand Lake and Northerly of the Easterly extension of the South line of said Lot 18 and Southerly of the Easterly extension of the North line of said Lot 18 and Westerly of the center of the North Inlet to Grand Lake.

Also known by Street Address: 210 Rapids LN, Grand Lake, CO 80447-1400.

AND WHEREAS, *Easement Grantor* and *Easement Grantee* wish to enter into this Agreement for the purpose of creating a perpetual easement on the Easement Property in favor of *Easement Grantee* to provide *Easement Grantee* access and usage of the Easement Property for the purposes set forth below.

It is therefore stipulated and agreed as follows:

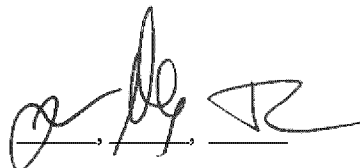
- (1) **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into this Agreement.
- (2) **Easement Purpose and Description.** *Easement Grantor* hereby grants and dedicates a non-exclusive perpetual easement on the Easement Property for the purpose of allowing *Easement Grantee* to access and utilize the Easement Property:

- (a) to place snow plowed from the Adjacent Property onto the Easement Property, in a manner that does not unnecessarily or unreasonably impact *Easement Grantor's* ordinary and reasonable use of the Easement Property and that is consistent with *Easement Grantee's* historical usage thereof;

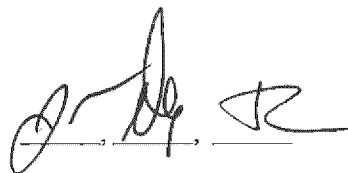
- (b) to deposit refuse/trash accumulated from *Easement Grantee's* use of the Adjacent Property into designated refuse/trash containers located on the Easement Property, in a manner that is consistent with *Easement Grantee's* historical usage thereof,

(collectively, "Snow and Refuse Easement"). The Snow and Refuse Easement established by this Agreement is for the benefit of the *Easement Grantee* and successors and assigns of the Adjacent Property.

- (3) **Nonexclusive.** The Snow and Refuse Easement is nonexclusive in nature. The owner of the Easement Property burdened by this Easement may also use the Easement Property or grant others' rights in the Easement Property, so long as such use or grant does not unreasonably interfere with the rights of *Easement Grantee* established herein.



- (4) **Operation, repair and maintenance.** *Easement Grantor*, at his sole expense, shall reasonably operate, repair, and maintain the Easement Property in a manner that permits *Easement Grantee* to exercise the rights of this Snow and Refuse Easement. Notwithstanding the foregoing, *Easement Grantee* may, but is not obligated to, also operate, repair, and maintain the Easement Property, as it so desires.
- (5) **Compliance.** In the *Easement Grantor's* ownership and/or utilization of the Easement Property, *Easement Grantor* shall comply with all present and future federal, state and local laws, rules, regulations, land use codes, building codes, orders and other governmental requirements applicable to *Easement Grantor's* ownership and/or use of the Easement Property. Likewise, in the *Easement Grantee's* utilization of the Snow and Refuse Easement, *Easement Grantee* shall comply with all present and future federal, state and local laws, rules regulations and other governmental requirements applicable to *Easement Grantee's* use of the Snow and Refuse Easement.
- (6) **Liens.** In no event shall any work performed on the Easement Property gives rise to a mechanic's lien or any other encumbrance (collectively, "Encumbrances") against *Easement Grantee's* Adjacent Property, or any other real property owned by *Easement Grantee*. In the event any such Encumbrance is claimed, *Easement Grantor* shall immediately do all things necessary to cause a release of the Encumbrance.
- (7) **Runs with Land.** The easement rights created hereunder shall be an appurtenance to the Adjacent Property and shall travel with the title thereto without specific mention thereof in any conveyance document.
- (8) **Indemnification and Release.** *Easement Grantor* does hereby indemnify and hold harmless *Easement Grantee* for loss or damage sustained by *Easement Grantor* from *Easement Grantee's* reasonable exercise of the Snow and Refuse Easement. Further, the *Easement Grantor* shall neither hold, nor attempt to hold, *Easement Grantee* liable for, and hereby waives and releases *Easement Grantee* from any loss, damage or injury to person or property sustained by the *Easement Grantee*, its agents, contractors, employees, invitees or anyone claiming by, through, or under *Easement Grantor's* or its assigns, resulting from *Easement Grantee's* exercise and use of the Snow and Parking Easement hereunder, except any accident, condition, or casualty that is directly caused by the intentional or reckless acts or omissions of the *Easement Grantee's* use of the Snow and Parking Easement for the purposes described herein.
- (9) **Binding Effect.** The terms and conditions of this Snow and Refuse Agreement and the Snow and Refuse Easement granted herein shall be binding on the heirs, personal representatives, successor and assigns of the parties affected thereby, and shall be enforceable as a covenant and equitable servitude binding the parties and Easement Property described herein. *Easement Grantee*, and its successors, heirs and assigns, shall not be liable for any default or failure to comply herewith which relates to the



period of time after *Easement Grantee* shall have conveyed or otherwise transferred its entire interest in the Snow and Parking Easement.

(10) **Construction.** The rule of strict construction does not apply to this instrument. This Snow and Refuse Easement shall be given reasonable construction in light of the goals to confer upon *Easement Grantee* a useable right to accomplish the purposes of the Snow and Refuse Easement and any other allowable uses of the Easement and to protect *Easement Grantee* from needless and unreasonable cost, risk and interference with *Easement Grantee's* use of the Snow and Refuse Easement. The titles to the paragraphs in this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

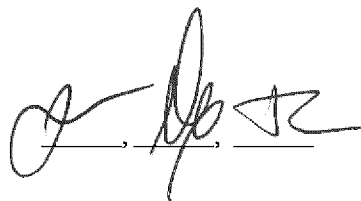
(11) **Governing Law.** It is agreed that this Snow and Refuse Easement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado.

(12) **Entire Agreement.** This Snow and Refuse Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon any of the parties, except to the extent incorporated in this Agreement.

(13) **Modification of Easement.** Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party.

(14) **No Waiver.** Except where set out specifically above, the failure of a party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

(15) **Default and Remedies.** In the event of any default under this Agreement, the non-defaulting party may give notice to the defaulting party of such default. The defaulting party shall have twenty (20) days within which to cure such default, or, with respect to a nonmonetary default, if such default cannot be cured within then (20) days, such longer time as may reasonably be necessary to cure such default, provided that the defaulting party commences to cure such default within said twenty (20) days and diligently prosecutes the same to completion. In the event of a default that is not timely cured, but not prior to the end of the applicable cure period, the non-defaulting parties shall be entitled to (a) cure such default at the expense of the defaulting party (and the defaulting party shall pay the reasonable expense thereof upon demand, together with interest), and (b) any other remedies which may be available at law or in equity, with the exception of the termination of this Agreement. The parties acknowledge that damages may be an inadequate remedy for a default hereunder and agree that the parties shall be entitled to injunction, specific performance and other equitable remedies to enforce the terms of this



Agreement. The prevailing party in any action to enforce this Easement shall be entitled to its reasonable attorneys' fees and court costs.

(16) **Notices.** Any notice permitted or required to be given under this Agreement shall be in writing and shall be deemed properly given and received on the earlier of: (a) when actually received if delivered personally, by messenger service, or otherwise; (b) on the next business day after deposit for delivery (specifying next day delivery) with any recognized overnight courier service; or (c) seven (7) business days after mailing, by certified mail, return receipt requested. All such notices shall be furnished with delivery or postage charges paid, addressed to the parties at the addresses set forth below as of this date, or a different address as designated in a written notice to the other party as provided for herein:

Easement Grantor:

Martell Real Estate Group, LLC, a Colorado limited liability company
% James Martell, Manager
3095 Blue Mountain Drive
Broomfield, CO 80023

Easement Grantee:

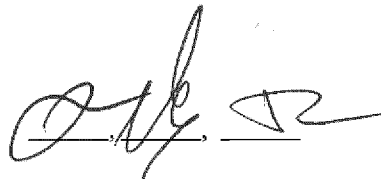
Tomlynson, Inc.
% Maxwell G. Ludwig, President and Tatyana A. Ludwig, Secretary
PO Box 1400
GL, CO 80447

And

Kent H. Whitmer, Esq.
P.O. Box 38
Hot Sulphur Springs, CO 80451

A party may give any notice, instruction or communication in connection with this Easement using any other means (including facsimile, e-mail or first class mail), but no such notice, instruction or communication shall be deemed to have been delivered unless and until it is actually received by the party to whom it was sent and such party acknowledges its receipt.

(17) **Termination, Expiration or Abandonment of the Easement.** The Snow and Refuse Easement set forth in this Agreement may be terminated in whole or in part, by the voluntary relinquishment by *Easement Grantee* by a written instrument executed by the *Easement Grantee* or its designated representative, or any assignee of *Easement Grantee* of the Snow and Refuse Easement evidencing such termination.



Section 10, Item M.

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

EASEMENT GRANTEE:

TOMLYNSON, INC., a Colorado corporation

By: [Signature]
Maxwell G. Ludwig, President

By: [Signature]
Tatyana A. Ludwig, Secretary

SONYA ANN HERVERT
Notary Public
State of Colorado
Notary ID # 20154049020
My Commission Expires 12-24-2023

STATE OF COLORADO :
COUNTY OF GRAND :

The foregoing instrument was acknowledged before me this 18 day of March, 2022 by Maxwell G. Ludwig, as President of Tomlynson, Inc.

WITNESS my hand and official seal
My Commission Expires: December 24, 2023

[Signature]
Notary Public

STATE OF COLORADO :
COUNTY OF GRAND :

The foregoing instrument was acknowledged before me this 18 day of March, 2022 by Tatyana A. Ludwig, as Secretary of Tomlynson, Inc.

WITNESS my hand and official seal
My Commission Expires: December 24, 2023

[Signature]
Notary Public

SONYA ANN HERVERT
Notary Public
State of Colorado
Notary ID # 20154049020
My Commission Expires 12-24-2023

Section 10, Item M.

EASEMENT GRANTOR:

MARTELL REAL ESTATE GROUP, LLC, a Colorado limited liability company

By: [Signature]
James Martell, Manager

SONYA ANN HERVERT
Notary Public
State of Colorado
Notary ID # 20154049020
My Commission Expires 12-24-2023

STATE OF COLORADO :
COUNTY OF GRAND :

The foregoing instrument was acknowledged before me this 18 day of March,
2022 by James Martell, as Manager of Martell Real Estate Group, LLC, a Colorado limited
liability company.

WITNESS my hand and official seal

My Commission Expires: December 24, 2023

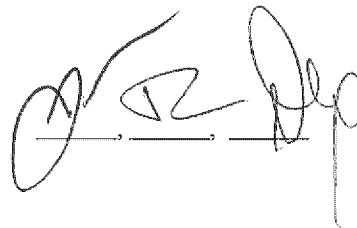
[Signature]
Notary Public

[Signature] [Signature]

**EXHIBIT D
TO WARRANTY DEED
(Permitted Exceptions)**

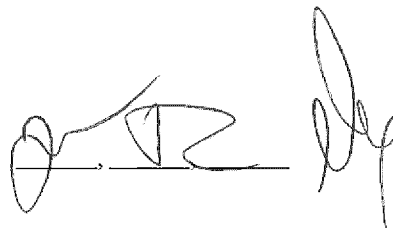
[Attached to Warranty Deed, dated March 18th, 2022 between Tomlynson, Inc., a Colorado corporation, "Grantor," and Martell Real Estate Group, LLC, a Colorado limited liability company, as "Grantee."]

1. Any facts, rights, interests, or claims which are not shown by the Public Records 1. but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records;
(b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
6. Right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect subject property, as reserved by United States Patent recorded August 17, 1893 in Book 013 at Page 335, and any possessory rights created by the locations of claims therefore.
7. Right of way for ditches and canals constructed by the authority of the United States, as reserved by United States Patent recorded August 17, 1893 in Book 013 at Page 335 and June 136, 1903 in Book 19 at Page 446.
8. Right of way granted Mountain Parks Electric, Inc. by instrument recorded May 21, 1976 in Book 225 at Page 335, December 11, 1998 at Reception No. 98013187, November 5, 2002 at Reception No. 2002-012102; and September 30, 2003 at Reception No. 2003-012602.
9. Easements, rights of way and all other matters as shown on the Plat of Sunnyside Addition to the Town of Grand Lake, filed April 25, 1910 at Reception No. 15299.



10. Terms, agreements, provisions, conditions and obligations as contained in Claim of Easement recorded February 27, 1978 in Book 243 at Page 086.
11. Any question, dispute or adverse claims to any loss or gain of land as a result of any change in the riverbed location by other than natural causes, or alteration through accretion, reliction, erosion or evulsion of the center thread, bank, channel or flow of the waters in the North Inlet to Grand Lake lying within the subject land; and any question as to the location of such center thread, bank, bed or channel as a legal description monument or marker for the purposes of describing or locating subject lands.
12. Restrictions, which do not contain a forfeiture or reverter clause, as contained in instrument recorded September 17, 2002 at Reception No. 2002-009745, providing substantially as follows:

"these 3 lots are to be considered as one building site; are forever to remain one building site and are not to be sold separately or mortgaged separately; unless all provisions of the Town's zoning regulations then in effect are complied with, including but not limited to, area regulations".
13. Terms, agreements, provisions, conditions and obligations as contained in Parking Easement Agreement recorded September 12, 1996 at Reception No. 96007810.
14. Deed of Perpetual Nonexclusive Easement recorded December 9, 2003 at Reception No. 2003-015921.





Documentary fee: exempt, consideration \$500 or less [CRS. §39-13-102(2)(a)]

DEED OF PERPETUAL NONEXCLUSIVE EASEMENT

Tomlynson, Inc., Grantor, hereby conveys to James Clark Burton and Linda Greiger Burton, whose address is P.O. Box 3621, Arnold, CA 95223, Grantees, as the owner of the Benefitted Property, a perpetual, non-exclusive easement for an existing roof overhang of not more than two feet, a house wall, foundation and walkway, to the extent they are currently within the easement, and for an underground sewer line, including the right to repair and maintain same, over and across that real property in Grand Lake, Grand County, Colorado, described on Exhibit A hereto. (The easement granted is subordinate to the underground electric line easement previously granted which overlaps a portion of the easement described in Exhibit A.)

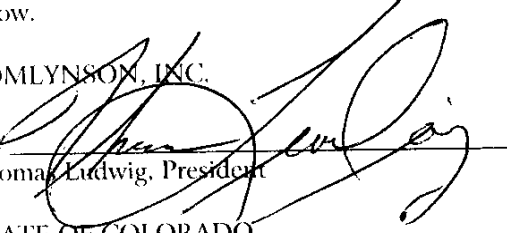
The Benefitted Property is located in Grand County, Colorado, and is described as:

The W½ of Lot 2, Block 1, Sunnyside Addition to Grand Lake, Grand County, Colorado, a.k.a. 209 Hancock St., Grand Lake, CO

This easement shall run with the land and be appurtenant to the Benefitted Property forever.

IN WITNESS WHEREOF Grantor has executed this Deed of Easement on the day and year shown below.

TOMLYNSON, INC.

By: 
Thomas Ludwig, President

STATE OF COLORADO

ss.

COUNTY OF GRAND

Acknowledged before me this 5 day of December, 2003, by Thomas Ludwig as President of Tomlynson, Inc.

Witness my hand and official seal:

(Seal)

My commission expires: 4-4-07



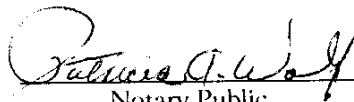

Notary Public

Exhibit A = Legal Description and Illustration of easement

NO REAL PROPERTY TRANSFER DECLARATION RECEIVED



TIM SHENK LAND SURVEYING, INC.
BOX 604
FRASER, CO 80442
PHONE: 726-2031
FAX: 726-2035

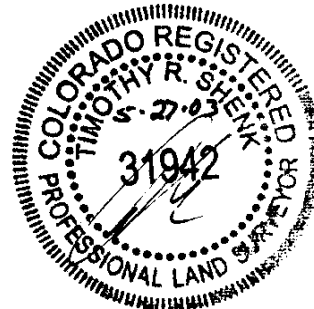
EXHIBIT A
PAGE No. 1
LEGAL DESCRIPTION

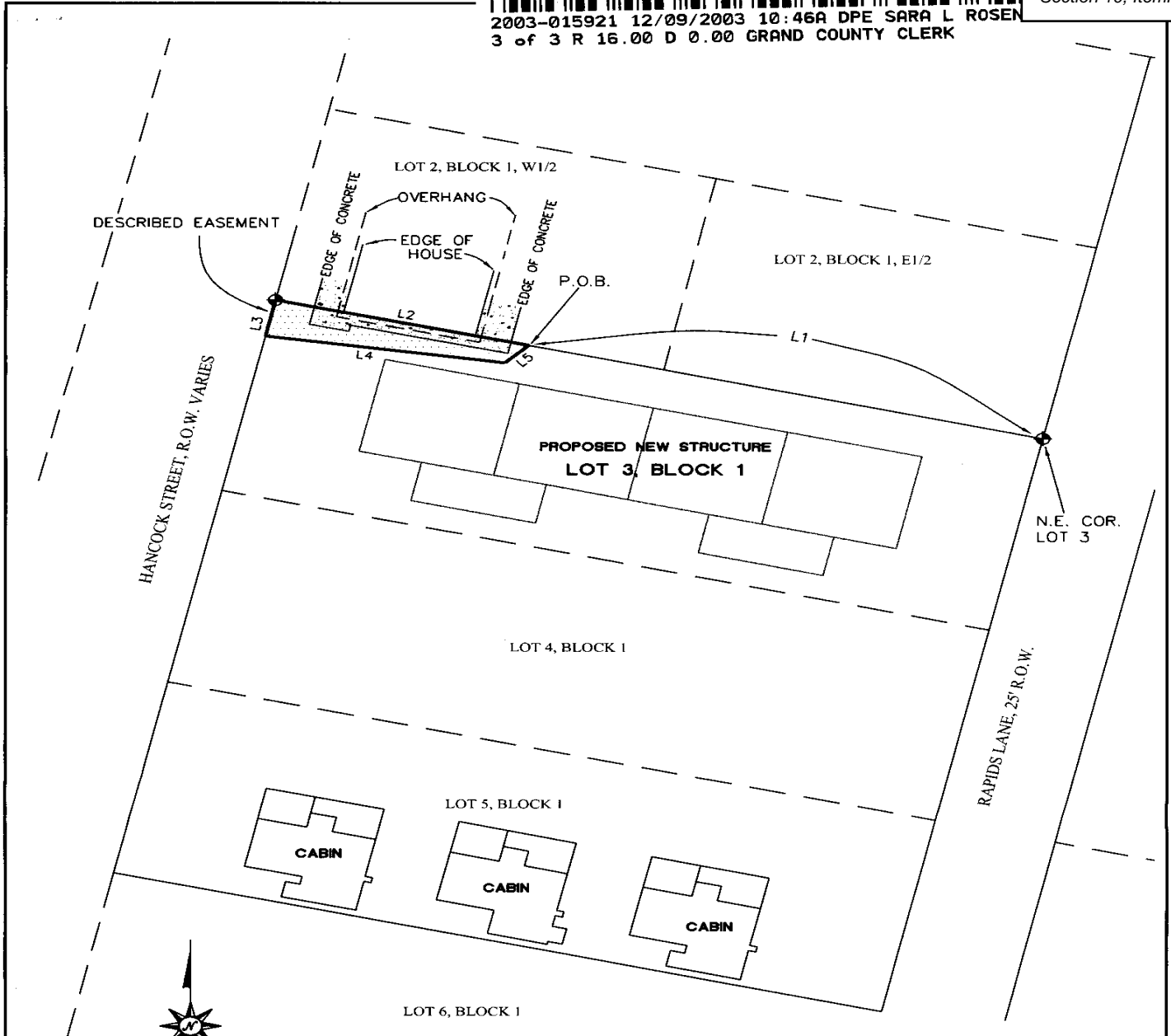
A legal description for an underground sewer line easement situated on a portion of Lot 3, Block 1, Sunnyside Addition to the Town of Grand Lake according to the plat filed April 25, 1910, at Reception No. 15299 of the Records of Grand County, and based on that Improvement Survey Plat, LS No. 1320, deposited in the Records of the Grand County Surveyor said underground sewer line easement is more particularly described as follows:

Considering the line of the Sunnyside Addition to the Town of Grand Lake to bear N 12°42' E as measured from the southwest corner of Lot 12, Block 1 (spike & washer) to the northwest corner of Lot 19, Block 1 (aluminum cap, PLS #10945) and with all bearings contained herein relative thereto;

- Commencing at the northeast corner of said Lot 3 (aluminum cap, PLS #31942);
- Thence N 77°22'05" W along the northerly line of said Lot 3 a distance 107.25' to the true POINT OF BEGINNING;
- Thence N 77°22'05" W along the northerly line of said Lot 3 a distance of 52.75' to the northwest corner of said Lot 3 (aluminum cap, PLS #31942);
- Thence S 12°37'55" W along the westerly line of said Lot 3 a distance of 9.49' to a point;
- Thence S 82°06'16" E a distance of 49.11' to a point;
- Thence N 47°38'49" E a distance of 6.64' to the POINT OF BEGINNING.

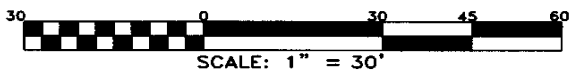
Prepared by Timothy R. Shenk, PLS #31942, on behalf of Tim Shenk Land Surveying, Inc. for TOMLYN SON INC. a Colorado corporation, 5-27-03.





⊕ - ALUMINUM CAP, PLS #31942

L1	N 77°22'05" W	107.25'
L2	N 77°22'05" W	52.75'
L3	S 12°37'55" W	9.49'
L4	S 82°06'16" E	49.11'
L5	N 47°38'49" E	6.64'



TIM SHENK LAND SURVEYING, INC.
 P.O. BOX 604
 FRASER, COLORADO 80442
 (970)-726-2031

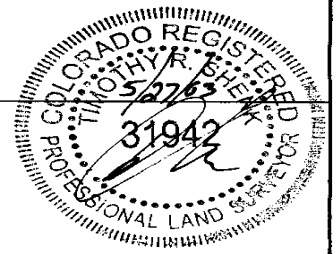


EXHIBIT A
 PAGE No. 2
 UNDERGROUND SEWER LINE EASEMENT
 SITUATED ON A PORTION OF
 LOT 3, BLOCK 1
 SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE
 GRAND COUNTY, COLORADO

GRAND COUNTY, CO 96007810 09/12/96 0138PM 15.00 .00 1.00
PAGE 1 OF 3 SARA L ROSENE, RECORDER REC-FEE DOC-FEE EAS

Parking Easement Agreement

This Easement Agreement is executed on the dates indicated by the signatures affixed hereto, by and between Antonette M. Nigro, hereinafter referred to as Grantor and the Town of Grand Lake, hereinafter referred to as "the Town":

WITNESSETH:

WHEREAS Grantor is the owner of Lot 4, Block 1, Sunnyside Addition to the Town of Grand Lake, County of Grand, State of Colorado and is desirous entering into this Agreement; and

WHEREAS, the Town is a Colorado municipal corporation, and the Grand Lake Fire Protection District is a special District organized in the State of Colorado to provide fire protection within its District boundaries, which boundaries include, inter alia, Lots 4 and 19, Block 1, Sunnyside Addition to the Town of Grand Lake, County of Grand, State of Colorado; and

WHEREAS, the dedication of this parking Easement provides, in lieu of a dedicated easement, a methodology to provide fire protection and other emergency vehicle access for a subdivision to be located on Lot 19, Block 1, Sunnyside Addition to the Town of Grand Lake, County of Grand, State of Colorado.

It is therefore stipulated and agreed as follows:

1. Grantor hereby dedicates a perpetual parking easement for parking by users of adjacent properties, on Lot 4, Block 1, Sunnyside Addition to the Town of Grand Lake, County of Grand, State of Colorado ("Easement Property") for the benefit of Grand Lake Fire Protection District and other providers of emergency services, including but not limited to fire protection, police and medical services. The purpose of such easement is to prevent construction of a building or other permanent structure on the Easement Property that might interfere in any manner with the ability of the Grand Lake Fire Protection District and others to provide fire protection, police, medical or other emergency services.
2. Grantor and the Town agree that this parking easement may be modified upon future agreement of the Grantor, the Town and the Grand Lake Fire Protection District.
3. The parking easement shall not be exclusive and Grantor specifically retains the right to utilize the property for parking by users of adjacent properties and for installation of public utilities or to provide access to other property by virtue of this Easement Property, so long as such use and activities do not

GRAND COUNTY, CO 96007810 09/12/96 0138PM
PAGE 3 OF 3 SARA L ROSENE, RECORDER

15.00 .00 1.00
REC-FEE DOC-FEE EAS

Approved by the GRAND LAKE FIRE PROTECTION DISTRICT

By: [Signature] 7/10/96
President Date

ATTEST:

[Signature]
Secretary

Accepted and ratified by ^{Colorado CBS} COMMUNITY FIRST STATE BANK

By: [Signature] President 7/12/96
Authorized Officer Title Date

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 07-2024**

**A RESOLUTION APPROVING A LOT CONSOLIDATION OF LOTS 3-5, BLOCK 1, SUNNYSIDE
ADDITION TO GRAND LAKE, MORE COMMONLY REFERRED TO AS 240 AND 300 HANCOCK
STREET**

WHEREAS, Martell Real Estate Group, LLC (the “Applicant”) is the owner of certain real property located within the Town of Grand Lake, more particularly described as follows:

Lot 3-5, Block 1, Sunnyside Addition to Grand Lake, Grand Lake, Colorado, also known as: 240 and 300 Hancock Street, Grand Lake, Colorado 80447 (the “Property”); and

WHEREAS, the Applicant has submitted an application seeking approval of a lot consolidation (“the Application”), pursuant to Section 12-6-8(B) of the Town Code; and

WHEREAS, Section 12-6-8(B)(4) of the Town Code provides that the Planning Commission and the Board of Trustees are to apply the following criteria in considering an application to consolidate lots:

1. The combined lots are legal lots as defined in section 12-6-8(A)(1).
2. The combined lots would not subsequently create additional lots other than the resultant lots.
3. The consolidation would not adversely affect existing access, drainage, utility easements, or rights-of-way.
4. The lot consolidation would not adversely affect adjacent properties and the property owners’ enjoyment of their property.
5. Any covenants, deed restrictions, or other conditions of approval that apply to the original lots must also apply to the resultant lots.

WHEREAS, following proper notice, the Application was presented to and considered by the Planning Commission at its regular meeting on February 7, 2024; and

WHEREAS, Planning Commission has recommended approval of the Application; and

WHEREAS, based on the Application, the representations of the Applicant to the Planning Commission and the comments of the public, the Planning Commission finds:

1. The combined lots are legal lots as defined in section 12-6-8(A)(1).
2. The combined lots would not subsequently create additional lots other than the resultant lots.
3. The consolidation would not adversely affect existing access, drainage, utility easements, or rights-of-way.
4. The lot consolidation would not adversely affect adjacent properties and the property owners’ enjoyment of their property.
5. Any covenants, deed restrictions, or other conditions of approval that apply to the original lots must also apply to the resultant lots.

WHEREAS, the Board of Trustees (the “Board”) reviewed the Application request at a regularly scheduled meeting.

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

THAT, The Board of Trustees recommends that the Application be approved subject to the conditions set

forth below:

- 1. Payment by Applicant of all legal, engineering and administrative fees incurred by the Town in connection with review, processing, consideration and approval of the Application
- 2. Compliance by the Applicant with all representations made to the Planning Commission during all public hearings or meetings related to the Application
- 3. The resultant lot is to be considered one new lot in perpetuity, never to be sold or mortgaged separately without the reapplication and approval from the Town to re-subdivide. This limitation shall be noted on the face of the Lot Consolidation Plat prior to recording.

THAT, regarding severability: If any Article, Section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution. The Board of Trustees declares that it would have passed this Resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid; and

THAT, regarding repeal: Existing resolutions or parts of resolutions covering the same matters as embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed; and

THAT, the approved Plat shall be recorded with the Grand County Clerk and Recorder within six months of approval by the Board of Trustees.

THAT, all previously recorded easements, agreements, and appurtenances for any of the lots 3, 4, and 5 Block 20, Sunnyside Addition to Grand Lake shall continue to run with the land and the resultant lot shall not affect these agreements.

DULY MOVED, SECONDED, AND APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 12th DAY OF FEBRUARY, 2024.

(S E A L)

Votes Approving:	0
Votes Opposed:	0
Absent:	0
Abstained:	0

ATTEST:

Alayna Carrell
Town Clerk

TOWN OF GRAND LAKE

Stephan Kudron
Mayor

**SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE, AMENDED LOT 20, BLOCK 1
 CONSOLIDATION OF LOTS 3, 4 & 5, BLOCK 1, SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE, RECEPTION NO. 15299
 SITUATED IN SECTION 5, TOWNSHIP 3 NORTH, RANGE 75 WEST OF THE 6TH PRINCIPAL MERIDIAN,
 TOWN OF GRAND LAKE, GRAND COUNTY, COLORADO**

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT MARTELL REAL ESTATE GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY IS THE OWNER OF THAT REAL PROPERTY SITUATED IN THE TOWN OF GRAND LAKE, COLORADO, MORE FULLY DESCRIBED AS FOLLOWS:

LOTS 3, 4, & 5, BLOCK 1, SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE

THAT IT HAS CAUSED SAID REAL PROPERTY TO BE LAID OUT AND SURVEYED AS SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE, AMENDED LOT 20, BLOCK 1, AND DOES HEREBY DEDICATE AND SET APART ALL OF THE STREETS, ALLEYS, AND OTHER PUBLIC WAYS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER, AND DOES HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE INDICATED AS EASEMENTS ON THE ACCOMPANYING PLAT AS EASEMENTS.

IN WITNESS WHEREOF, MARTELL REAL ESTATE GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY HAS HEREUNTO SUBSCRIBED ITS NAME THIS _____ DAY OF _____, 20____.

MARTELL REAL ESTATE GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY

JAMES MARTELL, MANAGER

STATE OF _____)
 COUNTY OF _____)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____ BY JAMES MARTELL, AS MANAGER OF MARTELL REAL ESTATE GROUP, LLC, A COLORADO LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

TOWN BOARD OF TRUSTEES CERTIFICATE:

APPROVED THIS _____ DAY OF _____, A.D., 20____ BY THE BOARD OF TRUSTEES, GRAND LAKE, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE OR SOIL OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT SHALL BE ISSUED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INVOLVING NECESSARY IMPROVEMENTS FOR ALL UTILITY SERVICES, STREET IMPROVEMENTS, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, STREET LIGHTS, STREET SIGNS, AND SIDEWALKS SHALL BE FINANCED BY OTHERS AND NOT THE TOWN OF GRAND LAKE. ALSO, THAT THE TOWN OF GRAND LAKE DOES NOT ASSUME ANY RESPONSIBILITY FOR THE CORRECTNESS OR ACCURACY OF ANY INFORMATION DISCLOSED ON THIS PLAT NOR ANY REPRESENTATIONS OR INFORMATION PRESENTED TO THE TOWN WHICH INDUCED THE TOWN TO GIVE THIS CERTIFICATE.

ATTEST

TOWN CLERK _____ MAYOR _____

PLANNING COMMISSION CERTIFICATE:

APPROVED THIS _____ DAY OF _____, A.D., 20____ TOWN PLANNING COMMISSION, GRAND LAKE, COLORADO.

CHAIRMAN _____

CLERK'S CERTIFICATE:

STATE OF COLORADO)
 TOWN OF GRAND LAKE)
 I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK (P/A) M., MONTH _____, DATE _____, 20____, A.D., AND IS DULY RECORDED.

TOWN CLERK _____

LIEN HOLDERS CERTIFICATE:

TOMLYNSON, INC. AS A MORTGAGE HOLDER OF RECORD (RECEPTION NO. 220220241) ON PART OR ALL OF THE REAL PROPERTY DESCRIBED HEREIN, HEREBY JOINS IN THIS PLAT.

IN WITNESS WHEREOF, SAID TOMLYNSON, INC. HAS CAUSED ITS NAME TO BE HEREUNTO SUBSCRIBED

THIS _____ DAY OF _____, 20____.

BY: _____ AS _____ (TITLE) OF TOMLYNSON, INC.

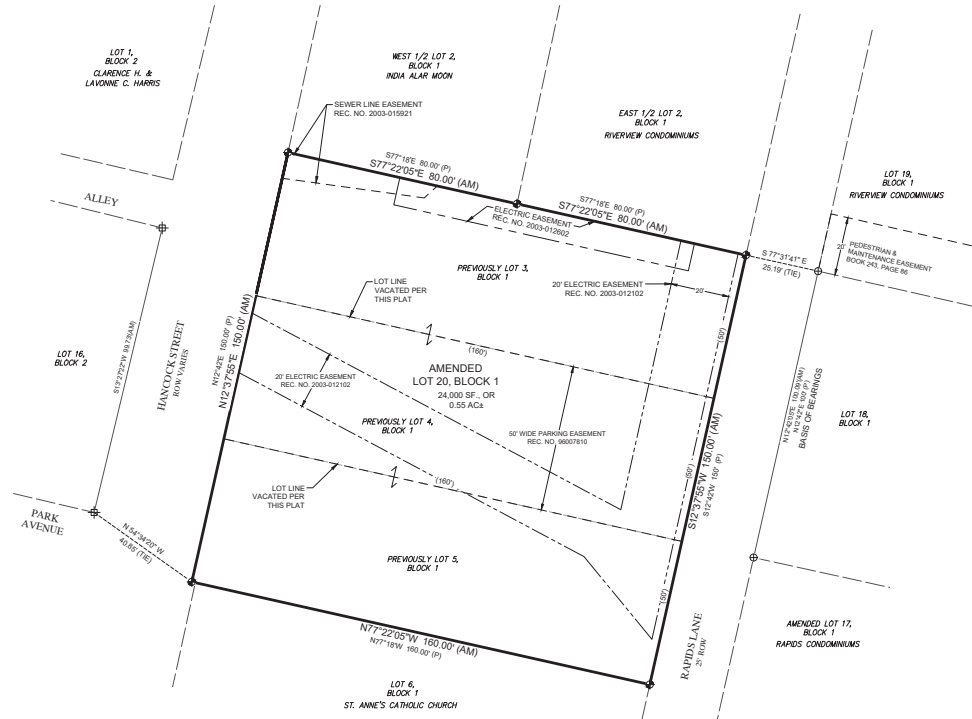
STATE OF _____)
 COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____.

BY: _____ AS _____ (TITLE) OF TOMLYNSON, INC.

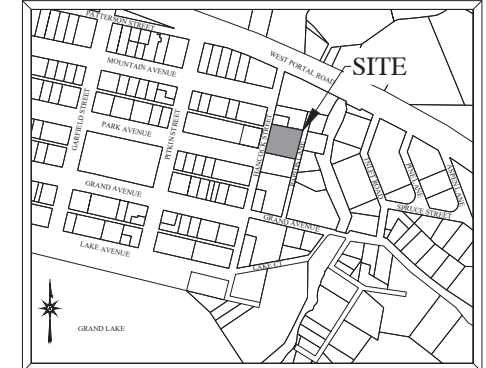
WITNESS MY HAND AND OFFICIAL SEAL.
 MY COMMISSION EXPIRES: _____

NOTARY PUBLIC



LEGEND

REC. NO.	RECEPTION NUMBER
SF	SQUARE FEET
AC	ACREAGE
PLATED	PLATED
(AM)	AS MEASURED
⊕	FOUND ALUMINUM CAP, PLS #31942
⊕	FOUND PLASTIC CAP, PLS #26865
⊕	FOUND ALUMINUM CAP, PLS #11415
⊕	WATER VALVE
⊕	FIRE HYDRANT
⊕	ELECTRICAL BOX
⊕	ELECTRICAL PEDESTAL
⊕	ELECTRIC METER
⊕	SANITARY SEWER MANHOLE
⊕	POWER POLE
⊕	PROPERTY LINE
---	BUILDING ENVELOPE LINE
---	BUILDING SETBACK LINE
---	EASEMENT LINE
---	ADJACENT LOT
---	GAS LINE
---	SANITARY SEWER LINE
---	UNDERGROUND ELECTRIC
---	WATER LINE
---	OVERHEAD ELECTRIC
---	TELEPHONE LINE



VICINITY MAP
 SCALE: 1" = 300'

- NOTES:**
- THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SURVEY:
 - A. GRAND COUNTY RECORDS, PLAT OF THE SUNNYSIDE ADDITION TO GRAND LAKE, RECEPTION NO. 15299.
 - B. GRAND COUNTY RECORDS, TOWN OF GRAND LAKE, RECEPTION NO. 9066.
 - C. GRAND COUNTY RECORDS, IMPROVEMENT SURVEY PLAT, IS 1330.
 - TIM SHENK LAND SURVEYING, INC. RELIED UPON TITLE COMMITMENT NO. 111924-C2, EFFECTIVE DATE OF MARCH 09, 2022 @ 7:30 A.M., ISSUED BY TITLE COMPANY OF THE ROCKIES AS AN AGENT FOR WESTCOR LAND TITLE INSURANCE COMPANY FOR LEGAL DESCRIPTIONS, RIGHTS OF WAY AND EASEMENTS.
 - BASIS OF BEARING IS N14°42'00" (ASSUMED) AS MEASURED FROM THE SOUTHWEST CORNER OF LOT 18, BLOCK 1, (ALUMINUM CAP, PLS #11415) TO THE NORTHWEST CORNER OF LOT 18, BLOCK 1 (ALUMINUM CAP, PLS #11415), WITH ALL BEARINGS SHOWN HEREON BEING RELATIVE THERETO.
 - UNDERGROUND UTILITIES ARE NOT SHOWN EXCEPT WHERE INDICATED.
 - DISTANCES ARE EXPRESSED IN U.S. SURVEY FEET AND/OR DECIMALS THEREOF.
 - NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

- PROPERTY HISTORY NOTES:**
- OWNERSHIP VESTED BY WARRANTY DEED RECORDED AT RECEPTION NO. 2022020410
 - CONSOLIDATION LETTER (RECEPTION NO. 2022-009745)
 - PARKING EASEMENT (RECEPTION NO. 96007810)
 - ELECTRIC EASEMENT (RECEPTION NO. 2003-012602)
 - 20' ELECTRIC EASEMENT (RECEPTION NO. 2003-012102)
 - SEWER LINE EASEMENT (RECEPTION NO. 2003-015921)

LAND SURVEYOR'S CERTIFICATE:

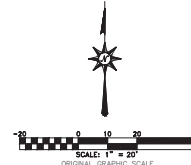
I, TIMOTHY R. SHENK, A DULY LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS LOT CONSOLIDATION PLAT REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. SAID PLAT IS PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND COMPLIES WITH THE REQUIREMENTS OF TITLE 38, ARTICLE 91, COLORADO REVISED STATUTES, 1973, AND THE TOWN OF GRAND LAKE RE-SUBDIVISION REGULATIONS (THE MONUMENTS REQUIRED BY SAID STATUTE AND REGULATIONS HAVE BEEN PLACED IN THE GROUND. IT IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED.

DATED THIS 30 DAY OF NOVEMBER, 2023.



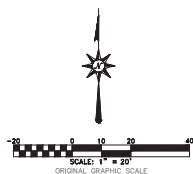
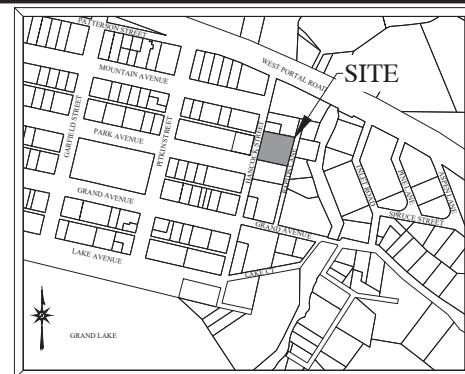
TIMOTHY R. SHENK, COLORADO P.L.S. 31942
 PREPARED ON BEHALF OF TIM SHENK LAND SURVEYING, INC.

TIM SHENK
 LAND SURVEYING, INC.
 P.O. BOX 1670
 GRANBY, CO 80446
 (970) 887-1046

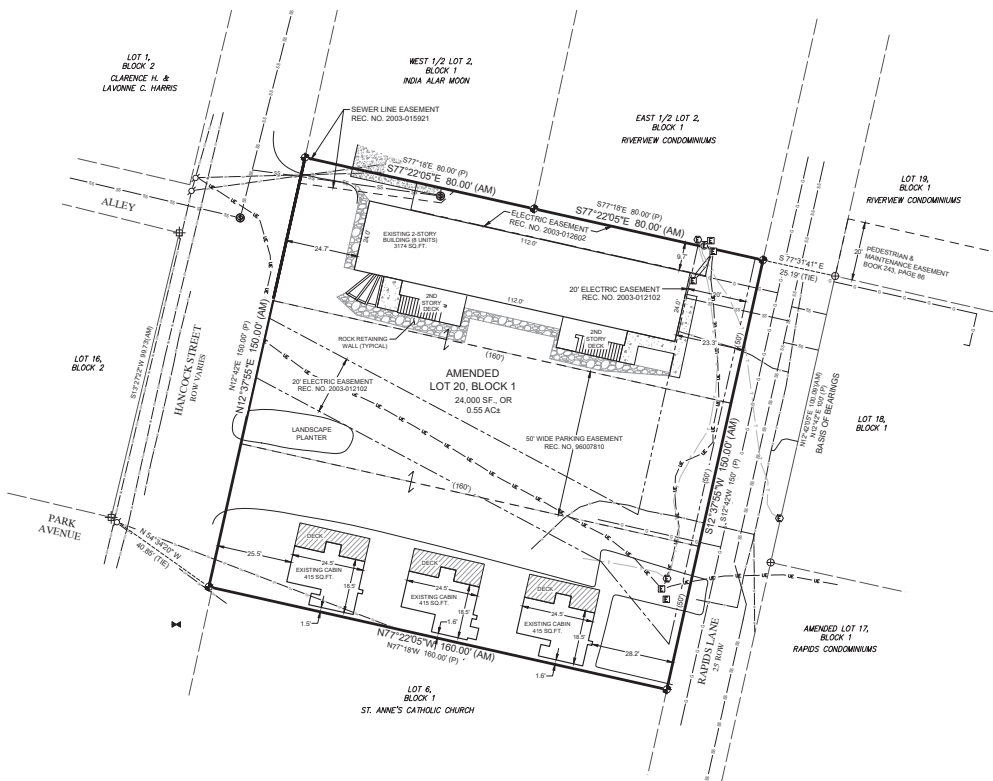


SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE AMENDED LOT 20, BLOCK 1		TIMOTHY R. SHENK, COLORADO P.L.S. 31942 PREPARED ON BEHALF OF TIM SHENK LAND SURVEYING, INC.	
CONSOLIDATION OF LOTS 3, 4 & 5, BLOCK 1, SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE, SECTION 5, TOWNSHIP 3 NORTH, RANGE 75 WEST OF THE 6TH P.M. TOWN OF GRAND LAKE, GRAND COUNTY, COLORADO			
JOB: 0146	SCALE: 1" = 20'	DATE: 11/30/2023	DRAWN BY: JAN
DWG: 0146_CONS PLAT	CRD: 0146	CHECKED: TRS	SHEET: 1 OF 2

EXISTING CONDITIONS MAP
SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE, AMENDED LOT 20, BLOCK 1
 CONSOLIDATION OF LOTS 3, 4 & 5, BLOCK 1, SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE, RECEPTION NO. 15299
 SITUATED IN SECTION 5, TOWNSHIP 3 NORTH, RANGE 75 WEST OF THE 6TH PRINCIPAL MERIDIAN.
 TOWN OF GRAND LAKE, GRAND COUNTY, COLORADO



- LEGEND**
- REC. NO. RECEPTION NUMBER
 - SF SQUARE FEET
 - AC ACREAGE
 - (P) PLATTED
 - (AM) AS MEASURED
 - FOUND ALUMINUM CAP, PLS #31942
 - ⊕ FOUND PLASTIC CAP, PLS #26685
 - ⊕ FOUND ALUMINUM CAP, PLS #11415
 - ⊕ WATER VALVE
 - ⊕ FIRE HYDRANT
 - ⊕ ELECTRICAL BOX
 - ⊕ ELECTRICAL PEDESTAL
 - ⊕ ELECTRIC METER
 - ⊕ SANITARY SEWER MANHOLE
 - ⊕ POWER POLE
 - PROPERTY LINE
 - - - BUILDING ENVELOPE LINE
 - - - BUILDING SETBACK LINE
 - - - EASEMENT LINE
 - - - ADJACENT LOT
 - - - GAS LINE
 - - - SANITARY SEWER LINE
 - - - UNDERGROUND ELECTRIC
 - - - WATER LINE
 - - - OVERHEAD ELECTRIC
 - - - TELEPHONE LINE

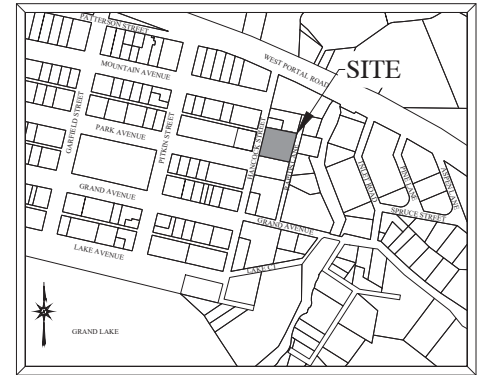


TIM SHENK
 LAND SURVEYING, INC.
 P.O. BOX 1670
 GRANBY, CO 80446
 (970) 887-1046

EXISTING CONDITIONS MAP
 SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE,
 AMENDED LOT 20, BLOCK 1
 CONSOLIDATION OF LOTS 3, 4 & 5, BLOCK 1,
 SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE
 SECTION 5, TOWNSHIP 3 NORTH, RANGE 75 WEST OF THE 6TH P.M.
 TOWN OF GRAND LAKE, GRAND COUNTY, COLORADO

JOB: 0146	SCALE: 1" = 20'	DATE: 11/30/2023	DRAWN BY: JAN
DWG: 0146_CONS PLAT	CRD: 0146	CHECKED: TRS	SHEET: 2 OF 2

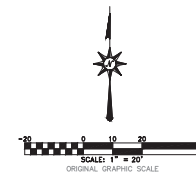
SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE, AMENDED LOT 20, BLOCK 1
 CONSOLIDATION OF LOTS 3, 4, & 5, BLOCK 1, SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE, RECEPTION NO. 15299
 SITUATED IN SECTION 5, TOWNSHIP 3 NORTH, RANGE 75 WEST OF THE 6TH PRINCIPAL MERIDIAN.
 TOWN OF GRAND LAKE, GRAND COUNTY, COLORADO
ADDRESS PLAT



VICINITY MAP
 SCALE: 1" = 300'

NOTES:

1. THE STRUCTURES APPEARING HEREIN HAVE NOT BEEN LEGALLY SUBDIVIDED AND ARE NOT ELIGIBLE FOR INDIVIDUAL RESALE.
2. ADDRESSING WAS AMENDED WITH THE APPROVAL OF SUNNYSIDE ADDITION AMENDED LOT 20, BLOCK 1, ADDRESSING PRIOR TO PLAT AMENDMENT.
 #300 HANCOCK STREET, BUILDING 1, FORMERLY #240 HANCOCK STREET (LOT 3, BLOCK 1)
 #300 HANCOCK STREET, BUILDINGS 2-4, FORMERLY #300 HANCOCK STREET (LOTS 4-5, BLOCK 1)
 THE IMPROVEMENTS SHOWN WERE EXISTING CONDITIONS.



TIM SHENK
 LAND SURVEYING, INC.
 P.O. BOX 1670
 GRANBY, CO 80446
 (970) 887-1046

ADDRESS PLAT
 SUNNYSIDE ADDITION TO THE TOWN OF GRAND LAKE,
 AMENDED LOT 20, BLOCK 1,
 SECTION 5, TOWNSHIP 3 NORTH, RANGE 75 WEST OF THE 6TH P.M.
 TOWN OF GRAND LAKE, GRAND COUNTY, COLORADO

JOB: 01146	SCALE: 1" = 20'	DATE: 02/15/2024	DRAWN BY: JAN
DWG: 01146_ADDRESS MAP	CRD: 01146	CHECKED: TRS	SHEET: 1 OF 1



Date: February 12th, 2024
To: Mayor Kudron and the Board of Trustees
From: Kim White, Community Development Department

RE: Consideration of Ordinance 01-2024 Amending Town Code Section 9-1-1 (E) Regarding Landscaping Inspections and Related Bond Requirements

Purpose

To require a bond to be submitted with the letter stating when landscaping material will be installed on a project, when a weather-related extension for landscaping is requested during a final inspection.

Background

The existing code for final zoning inspections of building permits require that specific items be submitted to the Town in order for Town Staff to determine compliance with the approved permit and submitted plans. During the inspection, Town Staff is unable to sign off on the final zoning inspection until all items are submitted and complete, including proof that the landscaping plan has been followed and completed. In some cases, the owner will request a final inspection during the winter months when landscaping material cannot be placed or inspected. In such cases, the code provides the following statements which can allow for incomplete projects to be approved:

*9-1-1(E)(2)(a)(3):
A written statement from the property owner indicating the date that the landscaping plan will be completed by and a statement indicating that the lot has been reseeded.*

*9-1-1(E)(2)(b)(2)
Landscaping material must be installed as per the landscaping plan. Landscaping plans may be delayed due to weather upon the Town's receipt of written notice from the property owner indicating the date that the plan will be completed by and a statement indicating that the lot has been reseeded.*

Town Staff has proposed the following changes to the code to account for landscaping plans to be completed if the owner fails to complete the project after a final inspection has been approved.

Municipal Code:

Recommended Change to existing code:

9-1-1(E)(2)(a)(3):
*A written statement from the property owner indicating the date that the landscaping plan will be completed by and a statement indicating that the lot has been reseeded. **The Town may require such statement be accompanied by a bond as required pursuant to subsection 9-1-1(E)(2)(b)(2).***



9-1-1(E)(2)(b)(2)

*Landscaping material must be installed as per the landscaping plan. Landscaping plans may be delayed due to weather upon the Town's receipt of **a bond and a** written notice from the property owner indicating the date that the plan will be completed by and a statement indicating that the lot has been reseeded. **For purposes of this section, such bond shall be an uncancelable surety secured unto the Town and acceptable to the Town Attorney in an amount up to one hundred fifty percent (150%) of the estimated construction cost as approved by Town Staff.***

Suggested Board Motion

Motion to approve Ordinance 01-2024

Or

Motion to deny Ordinance 01-2024

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 01-2024**

**AN ORDINANCE AMENDING TOWN CODE SECTION 9-1-1(E) REGARDING
LANDSCAPING INSPECTIONS AND RELATED BOND REQUIREMENTS**

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 (the “Code”) Section 9-1-1(E) was adopted to establish standards to allow inspection of construction zones within the Town, including landscaping, to determine compliance with an approved building permit; and

WHEREAS, the Code requires completion of building permits, including landscaping, according to the approved building permit; and

WHEREAS, the Board of Trustees recognizes some cases may require extension for landscaping completion due to winter weather; and

WHEREAS, the Board of Trustees find it critical to employ methods to ensure approved landscaping plans are implemented and completed; and

WHEREAS, the Board of Trustees of the Town of Grand Lake has determined it is in the best interest of the health, safety, and welfare of the Citizens of the Town to require bonds in order to ensure landscaping projects are completed in accordance with approved building permits within the Town and the Code should be amended to reflect the same.

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

1. Section 9-1-1(E) of the Municipal Code of the Town of Grand Lake is hereby amended by removing the ~~striketrough language~~ and adding the **bold underlined language** to read in its entirety as follows:

(E) *Inspections*. The Town may conduct inspections of the construction zone to determine compliance with the approved Building Permit. In addition to required inspections incorporated by reference, the following inspections may be applicable:

1. Zoning Setback Inspections shall be required, if applicable. The Zoning Setback Inspection is conducted in order to determine distances from the property lines to the proposed structure and proper installation of erosion control and drainage requirements.

(a) Zoning Setback Inspection Requirements:

1. The forms for the footers must be installed and the rebar must be placed in the forms before a zoning setback inspection will be conducted.
 2. The property must have the corners of the property marked and flagged and string lines delineating the property lines must strung between the markers.
 3. The location of the foundation walls must be marked and flagged.
 4. Construction Erosion control and drainage, if required, must be installed.
 5. Any material placed in the public right-of-way during excavation must be removed before a zoning setback inspection will be conducted.
 - (i) The Town will provide a preliminary acceptance letter for the zoning setback inspection. This letter does not confirm the actual location of the proposed structure on the property, but merely that the location of the structure appears to be within zoning setbacks.
2. Final Zoning and Design Review Inspections shall be required for all Building Permits to determine compliance with the approved permit and corresponding plans.
- (a) The Town shall conduct a Final Zoning and Design Review Inspection upon receipt of:
 1. Final Height Verification Form completed by a surveyor licensed in the state of Colorado noting the elevations listed for the highest point of the finished rough frame and the finished grade for each corner of the structure, if applicable.
 2. A survey, done by a surveyor licensed by the State of Colorado, noting the distance from the nearest point of the structure, including projections, to the closest point of the lot line, if applicable.
 - (i) An Improvement Survey Plat (ISP) shall be required for all new construction.
 - (ii) If any part of the structure, including projections, is within four feet (4') of any required setback line, an Improvement Survey Plat will be required.
 1. If the project is a remodel of or addition to an existing structure has an accepted Improvement Survey Plat, that plat, at the Town's discretion, may be utilized in place of obtaining a new survey.
 3. A written statement from the property owner indicating the date that the landscaping plan will be completed by and a statement indicating that the lot has been reseeded. **The Town may require such statement be accompanied by a bond as required pursuant to subsection 9-1-1(E)(2)(b)(2).**
 - (b) Final Zoning and Design Review Inspection Requirements:
 1. Any material placed in the Public right-of-way must be removed.
 2. Landscaping material must be installed as per the landscaping plan. Landscaping plans may be delayed due to weather upon the Town's receipt of **a bond and a written notice from the property owner indicating the date that the plan will be completed by and a statement indicating that the lot has been reseeded. For purposes of this section, such bond shall be an uncancelable surety secured unto the Town and acceptable to the Town Attorney in an amount up to one**

hundred fifty percent (150%) of the estimated construction cost as approved by Town Staff.

- 3. Parking must be created and surfaced.
- 4. Snow storage must be located on the property and identified with a stake labeled "snow storage."
- 5. Erosion Control and drainage, if required, must be installed. These items may be required, due to special circumstances, to remain in place for a set time frame after completion of the project.
- 6. The water meter must be installed and the Town Water Department must have inspected the installation.

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 12TH DAY OF FEBRUARY 2024.

Votes Approving: _____
 Votes Opposed: _____
 Absent: _____
 Abstained: _____

ATTEST:

BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO

Alayna Carrell
Town Clerk

By: _____
Stephan Kudron
Mayor



Date: February 12th, 2024
To: Mayor Kudron and the Board of Trustees
From: Kim White, Community Development Department

RE: Consideration of Ordinance 02-2024 Amending Town Code Section 12-7-3 Clarifying the Definition of Accent Exterior Material

Purpose

The existing definition for exterior accent material can leave room for interpretation, this resolution is to clarify any confusion that may exist.

Background

There is some confusion with the accent material definition in section 12-7-3 of the Town of Grand Lake Municipal Code. The item was discussed at the May 20th, 2020 planning commission meeting and voted on at the June 17th, 2020 meeting to recommend that the Board adopt the definitions for accent material not to exceed 30% of the exterior walls of a building, not including the roof. However, after the definition was adopted by the Board with ordinance 04-2020 on June 22, 2020, it was concluded that the definition could leave open to interpretation that, for example, 1 wall of a 4-sided building could be considered accent, and that was not the intent of the 30% of walls definition. In order to clarify the intent, an amendment to the definition is hereby being proposed.

The Planning Commission discussed the proposed revision to the current definition at the February 7, 2024 Public Meeting of the Planning Commission and motioned to recommend that the Board adopt the changes to the definition as presented in the attached draft Ordinance.

Municipal Code:

12-7-3 of the Municipal Code of the Town of Grand Lake of the existing code reads:

Accent Exterior Material — Classification of building material that may be used in limited capacity at no more than thirty percent (30%) of the total exterior walls of the building, not including the roof.

Recommended Change to existing definition to read:

Accent Exterior Material — Classification of building material that may be used in limited capacity at no more than thirty percent (30%) of the total of each exterior wall of the building, not including the roof. Any individual exterior elevation can contain up to 30% of an accent material. By way of example and not limitation, a building may not be constructed of three walls of approved material with a fourth wall consisting solely of Accent Exterior Material.

Suggested Board Motion

Motion to approve Ordinance 02-2024
Or
Motion to deny Ordinance 02-2024

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 02-2024**

**AN ORDINANCE AMENDING TOWN CODE SECTION 12-7-3 CLARIFYING THE
DEFINITION OF ACCENT EXTERIOR MATERIAL**

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 definition found in Section 12-7-3 for “Accent Exterior Material” allows for some confusion under certain circumstances as to its requirements and what is permitted; and

WHEREAS, the Planning Commission and the Town Board of Trustees (the “Board”) desire to refine and clarify the definition of Accent Exterior Material to ensure the section is enforced uniformly and in line with the intent of the Board; and

WHEREAS, the Planning Commission reviewed this ordinance at its regular meeting on February 7, 2024 recommends revising Section 12-7-3 of the Grand Lake Municipal Code; and

WHEREAS, the Board of Trustees agrees with the Planning Commission’s recommendation; and

WHEREAS, the Board of Trustees of the Town of Grand Lake has determined that 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 clear 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. The definition for Accent Exterior Material found in Section 12-7-3 of the Municipal Code of the Town of Grand Lake is hereby amended by removing the ~~striketrough language~~ and adding the **bold underlined language** to read in its entirety as follows:

Accent Exterior Material — Classification of building material that may be used in limited capacity at no more than thirty percent (30%) of the total **of each** exterior wall of the building, not including the roof. **Any individual exterior elevation can contain up to 30% of an accent material. By way of example and not limitation, a building may not be constructed of three walls of approved material with a fourth wall consisting solely of Accent Exterior Material.**

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 12TH DAY OF FEBRUARY 2024.

Votes Approving: _____
Votes Opposed: _____
Absent: _____
Abstained: _____

ATTEST:

BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO

Alayna Carrell
Town Clerk

By: _____
Stephan Kudron
Mayor



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

To: Mayor Kudron and the Grand Lake Board of Trustees
From: Heike Wilson, Treasurer
Re: Entering into an MOU with Colorado Aerolab and Rocky Mountain Folk School for Use of CivicRec
Date: February 12, 2024

Background

Last year we entered into a MOU with both the Colorado Aerolab and Rocky Mountain Folk School for Use of CivicRec that had an expiration date of 12/31/23.

When the Town subscribed to CivicRec, it was anticipated that the platform would also be used by some of our local nonprofits that have a close, trusted relationship with the Town. Over the last year both non-profits demonstrated how this platform is beneficial to the citizens and guests of Grand Lake when making reservations for their programs.

The proposed MOU has been modified from the one approved last year. The Town Attorney drafted language so the agreement will not need to be signed each year and is renewable as long as both parties agree. *“This Agreement shall automatically renew December 31, 2024 for a period of one year and such automatic renewal shall continue each subsequent year on the same date unless and until terminated by either Party pursuant to the terms of this Agreement.”*

Motion

If the Board of Trustees desires enter into an MOU with Colorado Aerolab and Rocky Mountain Folk School for use of the CivicRec platform, it may do so by approving the following motion(s).

I move to instruct the Mayor to sign the MOU with Colorado Aerolab the use of the Town’s CivicRec platform.

I move to instruct the Mayor to sign the MOU with Mountain Folk School for the use of the Town’s CivicRec platform.

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

THIS AGREEMENT (“Agreement”) made this ___ day of _____, 2024, by, between the Town of Grand Lake, a Colorado municipal corporation (hereinafter, the “Town”), and the Grand Lake Creative District/Colorado Aerolab (hereinafter “Colorado Aerolab”), and hereinafter referred to jointly as “the Parties”; and

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

WHEREAS, the Colorado Aerolab desires to provide the Classes for the benefit of the Town; and

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

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

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

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

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

5. **MISCELLANEOUS PROVISIONS**

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

6. **TERMINATION.**

- a. This Agreement shall automatically renew December 31, 2024 for a period of one year and such automatic renewal shall continue each subsequent year on the same date unless and until terminated by either Party pursuant to the terms of this Agreement.
- b. Either Party may terminate its obligations under this Agreement without cause upon delivery of prior written notice to the other Parties at least thirty days before the effective date of such withdrawal.
- c. Either Party may immediately terminate their obligations under this Agreement upon written notice to the other Parties if circumstances arise that make it impossible for the terminating Party to carry out its responsibilities under this Agreement.
- d. Either Party may immediately terminate their obligations under this Agreement upon written notice to the other Parties if all Emergency Declarations having jurisdiction over the Facility’s location are withdrawn.
- e. This Agreement may terminate at the discretion of the Town if the Services and Equipment or any part thereof is used by the Colorado Aerolab for any purpose other than those approved by the Town. Such determination as to Non-Permitted Uses which will be at the sole discretion of the Town’s Mayor or his designee.
- f. Upon termination of this Agreement, the Town shall make available all outstanding amounts received and due to the Colorado Aerolab within one month.

7. **NOTICE.** Any notice required by this Agreement shall be given, in writing. Any such notice shall be deemed given (a) on the date of delivery, if personally delivered (if a signed receipt is obtained); (b) by electronic transmission, provided electronic or other written confirmation of delivery is obtained; or (c) on the third business day following mailing by registered or certified mail, return receipt requested, provided proper postage was prepaid and the mail was addressed to the address set forth immediately below or such new address that is given to the other Party in accordance with this Section 4.

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

B. Colorado Aerolab:
Elaine Minardi
PO Box 220
Grand Lake, Colorado 80447
(303) 258-0552

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

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

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

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

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

- 12. **AMENDMENT.** This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by all of the Parties hereto.

- 13. **ASSIGNABILITY.** The Parties shall not assign its rights or delegate its duties under this Agreement without the prior written consent of all other Parties.

- 14. **HEADINGS FOR CONVENIENCE.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.

- 15. **GOVERNMENTAL IMMUNITY.** The Parties hereto understand and agree that the Parties and their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 to 120, C.R.S., or otherwise available to the Parties.

- 16. **EXECUTION.** This Agreement may be executed in counterparts.

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

TOWN OF GRAND LAKE, COLORADO:

BY: _____ Date: _____
Name: Steve Kudron
Title: Mayor

GRAND LAKE CREATIVE DISTRICT BOARD/THE COLORADO AEROLAB:

BY: _____ Date: _____
Name: Elaine Minardi
Title: Executive Diretor, Colorado Aerolab

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN
THE TOWN OF GRAND LAKE AND ROCKY MOUNTAIN FOLK SCHOOL FOR
SERVICES**

THIS AGREEMENT (“Agreement”) made this ___ day of _____, 2024, by, between the Town of Grand Lake, a Colorado municipal corporation (hereinafter, the “Town”), and the Folk School (hereinafter “Folk School”), and hereinafter referred to jointly as “the Parties”; and

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

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

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

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

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

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

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

5. **MISCELLANEOUS PROVISIONS**

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

6. **TERMINATION.**

- a. This Agreement shall automatically renew December 31, 2024 for a period of one year and such automatic renewal shall continue each subsequent year on the same date unless and until terminated by either Party pursuant to the terms of this Agreement.
- b. Either Party may terminate its obligations under this Agreement without cause upon delivery of prior written notice to the other Parties at least thirty days before the effective date of such withdrawal.
- c. Either Party may immediately terminate their obligations under this Agreement upon written notice to the other Parties if circumstances arise that make it impossible for the terminating Party to carry out its responsibilities under this Agreement.
- d. Either Party may immediately terminate their obligations under this Agreement upon written notice to the other Parties if all Emergency Declarations having jurisdiction over the Facility’s location are withdrawn.
- e. This Agreement may terminate at the discretion of the Town if the Services and Equipment or any part thereof is used by the Folk School for any purpose other than those approved by the Town. Such determination as to Non-Permitted Uses which will be at the sole discretion of the Town’s Mayor or his designee.
- f. Upon termination of this Agreement, the Town shall make available all outstanding amounts received and due to the Folk School within one month.

7. **NOTICE.** Any notice required by this Agreement shall be given, in writing. Any such notice shall be deemed given (a) on the date of delivery, if personally delivered (if a signed

receipt is obtained); (b) by electronic transmission, provided electronic or other written confirmation of delivery is obtained; or (c) on the third business day following mailing by registered or certified mail, return receipt requested, provided proper postage was prepaid and the mail was addressed to the address set forth immediately below or such new address that is given to the other Party in accordance with this Section 4.

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

B. Rocky Mountain Folk School:
Allen Walker
PO Box 545
Grand Lake, Colorado 80447
(303) 989-7830.

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

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

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

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

- 11. **SEVERABILITY.** Should any provision(s) of this Agreement be determined to be illegal or unenforceable, such provision shall be modified to make it legal and enforceable to the fullest extent of the law. In the event modification would not make the provision legal and enforceable, such provision shall be deleted from this Agreement and all remaining

provisions of this Agreement shall remain fully enforceable. Provided, however, with respect to the deleted provision, the Parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a term that will achieve the original intent of the Parties hereunder.

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

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

TOWN OF GRAND LAKE, COLORADO:

BY: _____ Date: _____
Name: Steve Kudron
Title: Mayor

ROCKY MOUNTAIN FOLK SCHOOL:

BY: _____ Date: _____
Name: Allen Walker
Title: President, Rocky Mountain Folk School



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

Date: February 12, 2024
To: Mayor Kudron and the Board of Trustees
From: John Crone, Town Manager
Re: Designating Three Lakes Watershed Association as Town Representatives

Background

In 2023, the Board of Trustees appointed the Three Lakes Watershed Association presented as official Town representatives with the various water clarity groups that are addressing Grand Lake’s water issues. This proved to be a very successful decision given the expertise the group has and given the shared vision that The Three Lakes Watershed Association has with the Town regarding Grand Lake clarity issues.

The group has again offered to serve as the Town’s designated representative on the various boards, committees, and organizations that are responsible for Grand Lake clarity.

Motion

If the Board would like to designate Three Lakes Watershed Association as an official representative of the Town on water clarity issues, it may do so by approving the following motion:

I move to designate Three Lakes Watershed Associations president and directors as advisors and alternate attendees to the Town of Grand Lake in the various Grand Lake water clarity meetings.



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

Date: Feb 7, 2024
To: Mayor Kudron and the Board of Trustees
From: Matthew Reed, Director of Public Works
Re: Approval of a Bid for a Mini Skid Steer

Background

The Town of Grand Lake operated a 2023 ASV RT40, until it was totaled in an accident on January 29, 2024. Working with Hardline Equipment and CIRSA our insurance provider, we have secured the exact same model and year. The Town will be reimbursed for all but \$1,000.00 for the incident. Under CIRSA’s direction we picked up the new machine and sold the totaled machine to the highest of three bidders for \$6,500.00 on February 6, 2024.

The new machine is just as new, it had 3hrs on it. The purchase price is the same as the previous machine.

Motion

If the Board of Trustees desires to accept the bid from Hardline Equipment for the new ASV RT40, then it may do so by approving the following motion:

I move to accept the bid from Hardline Equipment for a 2023 ASV RT40 for a total cost of \$54,675.00.