



# GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING AGENDA

Monday, June 08, 2026 at 4:30 PM

Town Hall Board Room – 1026 Park Avenue

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

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

<https://us06web.zoom.us/j/82029591988>

You can also dial in using your phone.

United States: 719-359-4580

Meeting ID: 820 2959 1988



## WORK SESSION 4:30 PM

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Items of Discussion
  - A. Kawuneeche Valley Restorative Cooperative Spring/Summer 2026 Update- KVRC Team
  - B. U.S. Forest Service Spring/Summer 2026 Updates — Eric Freels, District Ranger
  - C. Grand County Board of Realtors Member Update — Andrea Cox, RE/MAX Resorts of Grand County

## EVENING MEETING 6:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Announcements
4. Roll Call
5. Conflicts of Interest
6. Mayor's Report
7. Manager's Report
  - A. June 8, 2026

8. Public Comments (Limited to 3 Minutes)
9. Consent Agenda
  - A. Accounts Payable- June 8, 2026
  - B. Meeting Minutes- May 11, 2026
10. Items of Discussion
  - A. Appointment to the Grand Lake Planning Commission – Isaac Elliott
  - B. **QUASI-JUDICIAL PUBLIC HEARING-** Marijuana License Renewal - Verts Neighborhood Dispensary, 525 Grand Avenue
  - C. **QUASI-JUDICIAL PUBLIC HEARING:** Consideration of a Special Event Liquor Permit Application and Resolution No. 49-2026 Waiving the Special Event Liquor Permit Fee for the Grand Lake Area Historical Society's "Community Picnic"
  - D. Eagle's Nest Wilderness Ranch – Special Event Permit Application and Fee Waiver – Resolution 43-2026
  - E. Mountain Family Center – Special Event Permit Application and Fee Waiver – Resolution 44-2026
  - F. Colorado AeroLab – Special Event Permit Application and Fee Waiver – Resolution 45-2026
  - G. Grand Lake Yacht Club Sailing Foundation – Special Event Permit Application and Fee Waiver – Resolution 46-2026
  - H. Colorado Chili Pod LLC – Special Event Permit Application and Fee Waiver – Resolution 47-2026
  - I. Adoption of Town of Grand Lake Brand Guidelines – 2026 Edition
  - J. Consideration of OLRT Grant Application – CDT Gateway Park Acquisition, 110 Hancock Street
  - K. Colorado Energy Office Local IMPACT Accelerator Grant – Consulting Contract Approval with Antero Group, LLC
  - L. Portal Crossing Subdivision – Developer Reimbursement Request, 505 Grand Avenue
  - M. Portal Crossing Subdivision – Request to Release LERP Units for Market Rate Sale
  - N. Adoption of Resolution 48-2026 – Water Conservation Policy
  - O. Antero Group, LLC – Consultant Services Contract Approval – Grand Lake Housing Action Plan (HPLN H26-066)
  - P. Authorization to Issue Request for Proposals – Town Attorney Services
  - Q. Federal Lands Access Program (FLAP) Grant Application – East Inlet Boat Ramp Rehabilitation
11. Future Items for Consideration
12. Adjourn Meeting



**TOWN OF GRAND LAKE**  
MANAGER REPORT

TO	FROM	DATE
Mayor & Trustees	Steve Kudron, Town Manager	June 8, 2026

**DEPARTMENT NOTES**

<b>FINANCE</b>	<ul style="list-style-type: none"> <li>OpenGov onsite this week managing financial system conversion — Go Live planned June 30.</li> <li>Accounts Payable blackout period next week during transition.</li> <li>Annual audit wrapping up; results to be presented at the July Board meeting.</li> </ul>	<b>CODE ENFORCEMENT</b>	<ul style="list-style-type: none"> <li>Trash issues increasing with the season — trash kills bears. Community cooperation essential.</li> <li>Permit enforcement active; short-term rental license compliance is very good.</li> <li>Increase in remodels signals renewed investment in town — both residential and commercial.</li> </ul>
<b>PLANNING</b>	<ul style="list-style-type: none"> <li>Planning Commission reviewed Section 12 of municipal code; working to streamline customer experience.</li> <li>Leatherwood excavation has started.</li> </ul>	<b>PUBLIC WORKS</b>	<ul style="list-style-type: none"> <li>Cleaning spaces and completing spring projects throughout town.</li> <li>Road striping begins this week.</li> <li>Both bathrooms near the Heckert Pavilion have been refurbished.</li> </ul>
<b>GRAND LAKE CENTER</b>	<ul style="list-style-type: none"> <li>Court floors have been refinished and look great!</li> <li>CDT hikers are beginning to arrive in Grand Lake.</li> </ul>	<b>MARKETING &amp; EVENTS</b>	<ul style="list-style-type: none"> <li>Guidebook is off to the publisher.</li> <li>Arbor Day Celebration and Town Cleanup — great success.</li> <li>Grand Spirit Makerspace ribbon cutting — wonderful community event.</li> <li>Memorial Day Parade and Remembrance — flyover was nearly perfect.</li> <li>Community Picnic had the biggest and most positive response to date.</li> <li>Lift Transit Service Grand Opening Celebration — today, June 8, 2026.</li> </ul>
<b>INTERGOVERNMENTAL</b>	<ul style="list-style-type: none"> <li>Town awarded HPLN Grant to fund a Housing Action Plan.</li> <li>Town received DOLA REDI Grant for Makerspace equipment.</li> <li>New recycling center open — Saturdays, 9:00 AM – 12:00 PM.</li> </ul>	<b>MARINA</b>	<ul style="list-style-type: none"> <li>Marina off to a great start — Memorial Weekend revenues at July numbers.</li> </ul>
<b>WATER</b>	<ul style="list-style-type: none"> <li>No changes to operations.</li> </ul>	<b>SPACE TO CREATE</b>	<ul style="list-style-type: none"> <li>97% complete. Final punchlist walkthrough scheduled for next week.</li> <li>Resident interviews underway — two offers made with more interviews scheduled.</li> </ul>

**UPDATES & UPCOMING**

**UPCOMING EVENTS**

- June 8, 2026 — Lift Transit Service Grand Opening Celebration
- Happenings at the House — Community House (upcoming)

*For events and Rocky Mountain Folk School classes, visit the Town's website.*

**NEXT BOARD MEETING**

**June 22, 2026**



<b>TO</b> Mayor Bergquist & Trustees	<b>FROM</b> Stephanie Rhone, Treasurer	<b>DATE</b> June 8, 2026
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**ACTION TYPE:**  Action Requested     Information Only

**RE: Accounts Payable– June 8, 2026**

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**BACKGROUND**

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

**FISCAL NOTE**

The accounts payable documentation was distributed to the Board via email on June 6, 2026, for review.

**STAFF RECOMMENDATION**

Staff recommends approval of the accounts payable as presented.

**SUGGESTED MOTION**

*“I move to approve (or deny) the accounts payable for June 8, 2026.”*



# GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING MINUTES

Monday, May 11, 2026, 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*

## 1. Call to Order

Mayor Bergquist called the Board of Trustees meeting to order at 6:03 P.M. in the Town Hall Board Room.

## 2. Pledge of Allegiance

Mayor Bergquist led the Pledge of Allegiance.

## 3. Announcements

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

## 4. Roll Call

Present: Mayor Bergquist; Trustees Causseaux, and Miller; Town Manager Kudron; and Town Clerk Carrell.

Trustee Causseaux motioned to dismiss Mayor Pro-Tem Arntson and Trustee Schoenherr from the workshop and evening meeting. Trustee Miller seconded the motion, and Town Clerk Carrell called for a vote.

<b>Trustee Miller</b>	<b>Aye</b>
<b>Trustee Causseaux</b>	<b>Aye</b>
<b>Mayor Bergquist</b>	<b>Aye</b>

## 5. Conflicts of Interest

None.

## 6. Mayor's Report

Mayor Bergquist reported recent wildlife activity in town, including sightings of a bear and a mountain lion in residential areas, and encouraged residents to remain aware and take appropriate precautions.

She also reported on a Mayor, Manager, and Commissioner meeting held in Hot Sulphur Springs, noting that water supply and conservation remain important regional concerns. Mayor Bergquist stated that the Town will be discussing water conservation measures and encouraged residents to be mindful of their water usage.

Finally, Mayor Bergquist noted that planning for the upcoming Board retreat is underway and invited Board members and the public to submit topics or items for consideration.

7. **Manager's Report**

A. **May 11, 2026**

**Department Notes**

- **Finance**
  - Our Caselle contract expires at the end of June. Caselle was not willing to extend the contract for anything less than a year. Because of the success the Town and OpenGov team has had, our Go Live date for the financial suite will be June 30<sup>th</sup>, 75 days ahead of schedule. OpenGov will be on site the week of June 1, 2026, managing final conversion that week.
  - Budget module is scheduled for implementation in July ensuring our entire budget process will be completed on the new system.
  - The new utility billing module implementation is now being planned for a potential release for Q2
  
- **Code Enforcement**
  - The Bear, raccoons and other trash loving critters have woken from their winter slumber. The community has been responsive to incidents. It is expected that with the return of second homeowners and more visitors, an increase in activity is expected.
  
- **Planning**
  - *There is an opening on the Grand Lake Planning Commission. A full commission ensures the best representation possible.*
  - The Next scheduled Planning Commission meeting is May 20, 2026
  - Our onsite planner from Ayres, Emily Weber began on the 5<sup>th</sup> and has been a welcome addition to staff. She ran her first Planning Commission meeting on the 6<sup>th</sup>. She will be in office Tuesday through Thursday on Planning Commission weeks.
  
- **Public Works**
  - Staff has asked for additional quotes to chip the slash piles. Another option is removal to Ranch Creek for \$102/ton
  - Public Works worked with our dock contractor and has placed all of the docks and ramps for ramp openings on the 8<sup>th</sup>.
  - The Marina facility has been de winterized by Public Works.

- **Grand Lake Center**
  - The Grand Lake Center courts will be closed the week of May 11, 2026 for floor refinishing
  - Pickleball is moving outside. A seasonal change.
  
- **Marketing/Events/Visitor Center/Communications**
  - Initializing guidebook with designer
  - Meetings with S2C, Hermann Global, TrueOmni (kiosk), CTO, CDTC
  - Assisting with spring/summer event planning/marketing
  - Coordinating Westgate Highschool community service trip
  - Town and Visitor monthly newsletters
  - First cut of S2C video from Pixel and Pine is posted at <https://www.townofgrandlake.com/community/page/space-create-grand-lake> - using to promote Makerspace opening
  - Putting together a Town Social Media policy to bring to BOT in the near future.
  
- **Intergovernmental**
  - Our CEO grant intake is going well. Our budget meeting was May 5, 2026.
  - The Three Lake Stormwater management plan implementation. has been posted on Bidnet and the Town website
  - The Creative District help a tour of the Creative District assets on May 8<sup>th</sup>, 2026. Staff participated.
  - I participated in the Northwest Council of Government's Regional Economic Summit on May 7, 2026.
  - The Mayor Managers Commissioners meeting was held May 100, 2026 in Hot Sulphur Springs
  
- **Water Department**
  - Summer water will turn on as normal. No changes to operations.
  
- **Marina**
  - The Marina helped our Spring Splash be a great e
  - New Boats have been delivered
  - Marina boats are ready to rent!
  
- **Pay as You Throw**
  - Normal Operations
  - We are looking forward to our recycling bins be delivered.
  
- **Space to Create**

- The Makerspace received the final Certificate of Occupancy on May 6, 2026
- Most all concrete work has been completed as of last week.

**Upcoming Event Highlights:**

- May 12, 2026, Historical Happenings – Community House
- May 15, 2026, Upstage Youth Theatre Fundraiser – Community House
- May 16, 2026, Spring Clean Up/Arbor Day – Town Park, Town
- May 23, 2026, Grand Art Council’s Comedy Night – Community House
- May 25, 2026, Memorial Day Celebration/Parade – Town Park, Grand Ave
- June 4, 2026, Community Picnic – Grand Lake Center Park

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

**Next Board Meeting:** May 11, 2026

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

Gabriela Solis, owner of several local businesses, expressed concerns regarding the recent increase in business license fees and the notification letter sent to businesses on April 21, 2026. She stated that the fee increase was significant and questioned the timing and clarity of the notice, noting a discrepancy between the fee amount stated in the letter and the amount requested when she attempted to renew her business licenses. Ms. Solis stated she will be submitting a petition on behalf of local business owners opposing the fee increase and expressed concerns about the financial impact on businesses operating in a seasonal economy.

Christy Smith, a local business owner, stated that while she supports the Town's efforts, including winter activities and initiatives to encourage year-round business operations, she believes the business license fee notice contained a typographical error. She noted that the notice stated a fee of \$180 if paid before June 30 and expressed concern that businesses relied on the information provided in the written notice.

**9. Consent Agenda**

**A. Accounts Payable- May 11, 2026**

**B. Meeting Minutes- April 27, 2026**

Trustee Causseaux motioned to approve the consent agenda for May 11, 2026. Trustee Miller seconded the motion, and Town Clerk Carrell called for a vote.

**Trustee Miller**

**Aye**

**Trustee Causseaux**                    **Aye**  
**Mayor Bergquist**                    **Aye**

**10. Items of Discussion**

**A. Consideration of Appointment of Dennis Mills to the Board of Trustees Vacancy**

At Mr. Mills' request, consideration of his appointment to the Board of Trustees will occur on June 22, 2026, at which time he will be considered alongside the other trustee candidates.

**B. QUASI-JUDICIAL (PUBLIC HEARING) – Resolution 42-2026 – Consideration of Approval of a Preliminary Plat for a Major Subdivision Located at 120 County Road 663**  
Presented by Emily Weber, Ayres and Associates.

Mayor Bergquist opened the public hearing; no public comment was made. Public hearing was closed.

Trustee Miller motioned to approve a preliminary plat for a major subdivision located at 120 County Road 663. Trustee Causseaux seconded the motion, and Town Clerk Carrell called for a vote.

**Trustee Causseaux**                    **Aye**  
**Trustee Miller**                        **Aye**  
**Mayor Bergquist**                    **Aye**

**C. QUASI-JUDICIAL (PUBLIC HEARING): Consideration of Approval of a Hotel and Restaurant Liquor License Transfer from Brothers Grand Lake LLC d/b/a Brothers Grand Lake LLC to Durbar Group Inc. d/b/a Durbar Nepalese and Indian Bistro**  
Presented by Town Clerk Carrell.

Mayor Bergquist opened the public hearing; no public comment was made. Public hearing was closed.

Trustee Causseaux motioned to approve a Hotel & Restaurant liquor license transfer from Brothers Grand Lake LLC d/b/a Brothers Grand Lake LLC to Durbar Group Inc. d/b/a Durbar Nepalese and Indian Bistro. Trustee Miller seconded the motion, and Town Clerk Carrell called for a vote.

**Trustee Causseaux**                    **Aye**  
**Trustee Miller**                        **Aye**  
**Mayor Bergquist**                    **Aye**

**D. Consideration of Approval of a Special Event Permit Application and Resolution 36-2026 for Colorado AeroLab’s “Upstage Youth Theatre Fundraising Cabaret” Event**

Trustee Causseaux motioned to approve the special event permit application and Resolution 36-2026 for Colorado AeroLab’s “Upstage

Youth Theatre Fundraising Cabaret” event. Trustee Miller seconded the motion, and Town Clerk Carrell called for a vote.

<b>Trustee Miller</b>	<b>Aye</b>
<b>Trustee Causseaux</b>	<b>Aye</b>
<b>Mayor Bergquist</b>	<b>Aye</b>

**E. Consideration of Approval of a Special Event Permit Application and Resolution 37-2026 for Grand County Wildfire Council’s “PBS Documentary Showing: Fire Lives Here” Event**

Trustee Causseaux motioned to approve the special event permit application and Resolution 37-2026 for Grand County Wildfire Council’s “PBS Documentary Showing: Fire Lives Here” event. Trustee Miller seconded the motion, and Town Clerk Carrell called for a vote.

<b>Trustee Miller</b>	<b>Aye</b>
<b>Trustee Causseaux</b>	<b>Aye</b>
<b>Mayor Bergquist</b>	<b>Aye</b>

**F. Consideration of Approval of a Special Event Permit Application and Resolution 38-2026 for the Town of Grand Lake’s “Spring Clean Up & Arbor Day Celebration” Event**

Trustee Miller motioned to approve the special event permit application and Resolution 38-2026 for the Town of Grand Lake’s “Spring Clean Up & Arbor Day Celebration” event. Trustee Causseaux seconded the motion, and Town Clerk Carrell called for a vote.

<b>Trustee Miller</b>	<b>Aye</b>
<b>Trustee Causseaux</b>	<b>Aye</b>
<b>Mayor Bergquist</b>	<b>Aye</b>

**G. Consideration of Approval of a Special Event Permit Application and Resolution 39-2026 for the Town of Grand Lake’s “Community Picnic” Event**

Trustee Miller motioned to approve the special event permit application and Resolution 39-2026 for the Town of Grand Lake’s “Community Picnic” event. Trustee Causseaux seconded the motion, and Town Clerk Carrell called for a vote.

<b>Trustee Causseaux</b>	<b>Aye</b>
<b>Trustee Miller</b>	<b>Aye</b>
<b>Mayor Bergquist</b>	<b>Aye</b>

**H. Consideration of Approval of a Special Event Permit Application and Resolution 40-2026 for the Grand Lake Yacht Club Sailing Foundation’s “Melges 15 Rocky Mountain Regatta” Event**

Trustee Causseaux motioned to approve the special event permit application and Resolution 40-2026 for the Grand Lake Yacht Club

Sailing Foundation’s “Melges 15 Rocky Mountain Regatta” event. Trustee Miller seconded the motion, and Town Clerk Carrell called for a vote.

<b>Trustee Miller</b>	<b>Aye</b>
<b>Trustee Causseaux</b>	<b>Aye</b>
<b>Mayor Bergquist</b>	<b>Aye</b>

**I. Consideration of Approval of Resolution 41-2026 for Striping and Pavement Marking of Grand Avenue and Associated Crosswalks and Stop Bars**

Trustee Miller motioned to approve Resolution 41-2026 for striping and pavement marking of Grand Avenue and associated crosswalks and stop bars. Trustee Causseaux seconded the motion, and Town Clerk Carrell called for a vote.

<b>Trustee Causseaux</b>	<b>Aye</b>
<b>Trustee Miller</b>	<b>Aye</b>
<b>Mayor Bergquist</b>	<b>Aye</b>

**J. Consideration of Approval of a Memorandum of Understanding with Grand Resource & Recycle Coalition, Inc. for Operation of a Recycling Drop-Off Station**

Trustee Causseaux motioned to approve the memorandum of understanding with Grand Resources and Recycle Coalition, Inc. for operation of a recycling drop-off station. Trustee Miller seconded the motion, and Town Clerk Carrell called for a vote.

<b>Trustee Miller</b>	<b>Aye</b>
<b>Trustee Causseaux</b>	<b>Aye</b>
<b>Mayor Bergquist</b>	<b>Aye</b>

**K. Consideration of Approval of a Lease Agreement with Rocky Mountain Folk School for the Space to Create – Grand Spirit Makerspace**

Trustee Causseaux motioned to approve a lease with Rocky Mountain Folk School for the Space to Create, Grand Spirit Makerspace. Trustee Miller seconded the motion, and Town Clerk Carrell called for a vote.

<b>Trustee Miller</b>	<b>Aye</b>
<b>Trustee Causseaux</b>	<b>Aye</b>
<b>Mayor Bergquist</b>	<b>Aye</b>

**L. Consideration of Adoption of the Town of Grand Lake Artificial Intelligence (AI) Use Policy**

Trustee Causseaux moved to adopt the Town of Grand Lake Artificial Intelligence (AI) Use Policy as presented, including approval of OtterAI for meeting note-taking, directing staff to prepare a code of conduct addressing policy violations for future Board consideration, and authorizing the Town Manager to maintain the list of approved AI tools,

subject to Board approval of any additional AI tools. Trustee Miller seconded the motion, and Town Clerk Carrell called for a vote.

<b>Trustee Miller</b>	<b>Aye</b>
<b>Trustee Causseaux</b>	<b>Aye</b>
<b>Mayor Bergquist</b>	<b>Aye</b>

**M. Consideration of Cancellation or Rescheduling of the May 25, 2026 Board of Trustees Meeting**

Trustee Miller motioned to cancel the May 25, 2025, Board of Trustees meeting. Trustee Causseaux seconded the motion, and Town Clerk Carrell called for a vote.

<b>Trustee Causseaux</b>	<b>Aye</b>
<b>Trustee Miller</b>	<b>Aye</b>
<b>Mayor Bergquist</b>	<b>Aye</b>

**11. Future Items for Consideration**

Discussion of a proposed code amendment prohibiting artificial turf (astroturf) within the community.

**12. Adjourn Meeting**

Trustee Miller moved to adjourn the meeting, seconded by Trustee Causseaux. Town Clerk Carrell called for a vote; the motion passed unanimously.

This meeting of the Board of Trustees was adjourned at 7:37 PM.

(Attest)

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

\_\_\_\_\_  
**Christina Bergquist, Mayor**



TO  
Mayor & Trustees

FROM  
Alayna Carrell, CMC, Town Clerk

DATE  
June 8, 2026

ACTION TYPE:  Action Requested  Information Only

RE: Appointment to the Grand Lake Planning Commission – Isaac Elliott

**BACKGROUND**

The Grand Lake Planning Commission is a seven-member advisory body established under Chapter 12, Article 1 of the Grand Lake Municipal Code, responsible for reviewing development applications, conducting public hearings on land use matters, making recommendations to the Board of Trustees on Comprehensive Plan and code amendments, and advising the Board on planning and zoning issues affecting the Town. A vacancy has arisen on the Planning Commission, and the Board of Trustees is charged with filling that vacancy by appointment for the unexpired portion of the term. Isaac Elliott has expressed interest in serving on the Planning Commission and has submitted a letter of interest for the Board’s consideration.

**Municipal Code §12-1-2 – Members of Commission**

**Membership:** The Town Planning Commission shall consist of seven (7) members: up to six (6) appointed members of the public by the Board of Trustees, and at least one (1) member of the Board of Trustees.

**Terms:** The term of each appointed member shall be six (6) years, or until their successor takes office. Members may be removed after hearing by the Mayor for inefficiency, neglect of duty, or malfeasance in office.

**Vacancies:** Vacancies occurring otherwise than through the expiration of a term shall be filled for the remainder of the unexpired term by appointment by the Mayor or the Board of Trustees. Members may simultaneously serve as a Trustee or the Mayor of the Town of Grand Lake.

**Municipal Code §12-1-3 – Qualifications of Commission Members**

**Residency:** Members shall be bona fide residents of the Town of Grand Lake for at least twelve (12) consecutive months immediately preceding the date of appointment, and shall meet the criteria for a qualified municipal elector under C.R.S. §31-10-201(3). Membership automatically terminates upon cessation of Town residency.

**Compensation & Office:** Commissioners receive \$60.00 per meeting attended. Appointed members shall hold no other municipal office, except that one appointed member may also serve on the Zoning Board of Adjustment.

**APPOINTMENT PROCESS**

Pursuant to Municipal Code §12-1-2, vacancies are filled for the unexpired term by the Mayor or Board of Trustees. The Town Clerk advertises the vacancy and solicits letters of interest from qualified Town residents. Upon appointment, the new Commissioner takes an oath of office administered by the Town Clerk before assuming duties.

**APPLICANT – ISAAC ELLIOTT**

Isaac Elliott submitted a letter of interest for appointment to the Grand Lake Planning Commission on May 19, 2026. Mr. Elliott is a resident of the Town of Grand Lake and meets all qualifications for appointment under the Municipal Code.

**FISCAL NOTE**

Planning Commission members receive \$60.00 per meeting attended. The Planning Commission meets twice monthly (24 meetings per year), for a maximum annual compensation of \$1,440.00 per Commissioner. The fiscal impact of this appointment is budgeted within the Town’s existing appropriations.

**STAFF RECOMMENDATION**

Staff recommends that the Board of Trustees appoint Isaac Elliott to the Grand Lake Planning Commission for a new six-year term, effective upon his taking of the oath of office as administered by the Town Clerk.

**SUGGESTED MOTION**

*“I move to appoint Isaac Elliott to the Grand Lake Planning Commission to fill the current vacancy, for the unexpired term, effective upon his taking of the oath of office.”*

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## Intent to Join the planning commission

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From isaac elliott <

Date Tue 5/19/2026 8:09 AM

To Alayna Carrell <acarrell@toglco.com>; Steve Kudron (Manager) <skudron@toglco.com>

Warning! This message was sent from outside your organization and we were unable to verify the sender.

Dear Steve and Alayna,

I am writing to express my interest in serving on the Planning Commission for the Town of Grand Lake. As someone who cares deeply about the future of the community, I would welcome the opportunity to contribute to thoughtful planning and responsible growth that preserves the character and natural beauty of Grand Lake.

I bring a strong interest in community development, collaboration, and long-term planning. I value balanced decision-making and would be committed to listening carefully to residents, business owners, and town leadership while helping guide the community's future in a positive direction.

Thank you for your consideration. I would be honored to serve the Town of Grand Lake in this capacity.

Sincerely,  
Isaac Elliott



<b>TO</b> Mayor & Trustees	<b>FROM</b> Alayna Carrell, CMC, Town Clerk	<b>DATE</b> June 8, 2026
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**ACTION TYPE:**  Action Requested     Information Only

**QUASI-JUDICIAL PROCEEDING**  
This is a quasi-judicial proceeding. The Board’s decision must be based on the evidence and testimony presented at the public hearing and applicable provisions of the Grand Lake Municipal Code.

**PUBLIC HEARING NOTICE:** Notice was published in the Middle Park Times on May 20, May 27, and June 3, 2026, and posted on the premises at 525 Grand Avenue on May 12, 2026 at 12:25 PM.

**RE: Marijuana License Renewal – Verts Grand Lake LLC, d/b/a Verts Neighborhood Dispensary – 525 Grand Avenue**

**BACKGROUND**

Verts Grand Lake LLC, d/b/a Verts Neighborhood Dispensary, located at 525 Grand Avenue, was previously approved by the Board of Trustees for a Regulated Marijuana Store License following a public hearing process and satisfaction of all applicable requirements under Article 5, Chapter 6 of the Grand Lake Municipal Code. The current license expires June 30, 2026. The Licensee has submitted a timely renewal application in accordance with Town requirements.

**DISCUSSION**

Pursuant to Municipal Code Section 6-5-11, a marijuana license is valid for one (1) year and must be renewed annually. Renewal applications must be submitted not less than thirty (30) days prior to expiration with applicable fees, and a public hearing is required. The Board retains authority to approve or deny the renewal based on evidence and testimony presented at the hearing.

The Board may refuse to renew for good cause, including disorderly conduct or drug-related criminal activity, criminal conduct related to the business, ongoing nuisance conditions, or failure to comply with Town Code, state law, or license conditions. The Board may also impose new reasonable conditions as part of any renewal approval. Staff has reviewed the application and found it to be complete and in compliance with Town requirements.

**FISCAL NOTE**

Annual license renewal fee received: \$2,000.00

**STAFF RECOMMENDATION**

Staff recommends that the Board of Trustees approve the marijuana license renewal for Verts Grand Lake LLC, d/b/a Verts Neighborhood Dispensary, based on compliance with Town Code and findings presented at the public hearing.

**SUGGESTED MOTION**

*“I move to approve / (deny) the marijuana license renewal for Verts Grand Lake LLC, d/b/a Verts Neighborhood Dispensary, located at 525 Grand Avenue, for the license period commencing July 1, 2026.”*



### TOWN OF GRAND LAKE REGULATED MARIJUANA LICENSE APPLICATION

- NEW LICENSE       RENEWAL       TRANSFER OF OWNERSHIP

**APPLICANT MUST CHECK THE APPROPRIATE BOX(ES)**

1. Applicant is applying as a
- Corporation
  - Limited Liability Company
  - Partnership (includes Limited Liability and Husband and Wife Partnerships)
  - Association or Other
  - Individual

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation      Fein Number

Verts Grand Lake LLC      [REDACTED]

2a. Trade Name of Establishment (DBA)      State Sales Tax No.      Business Telephone

Verts Neighborhood Dispensary      [REDACTED]      [REDACTED]

525 Grand Ave.

3. Address of Premises (specify exact location of premises)

<u>Grand Lake</u>	<u>Grand</u>	<u>CO</u>	<u>80447</u>
City	County	State	ZIP Code

<u>[REDACTED]</u>	<u>[REDACTED]</u>	<u>CO</u>	<u>[REDACTED]</u>
City	County	State	ZIP Code

4. Mailing Address (Number and Street)      City or Town      State      ZIP Code

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### REGULATED MARIJUANA LICENSE FEES

- Application Fee for New Regulated Marijuana License.....\$3,000.00\*
- Renewal Application Fee for Regulated Marijuana License.....\$2,000.00\*
- Application Fee for Transfer of Ownership.....\$1,000.00\*

\* Plus reimbursement of any additional fees or expenses incurred by the Town and/or reimbursement of any Town expenses incurred in excess of this amount.



**APPLICATION DOCUMENTS CHECKLIST AND WORKSHEET**

Instructions: This checklist should be utilized to assist applicants with filing **all** required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Application fees are nonrefundable.

**ITEMS SUBMITTED, PLEASE CHECK ALL APPROPRIATE BOXES COMPLETED OR DOCUMENTS SUBMITTED**

**I. APPLICANT INFORMATION**

- A. Applicant/Licensee identified.
- B. Copy of State of Colorado Regulated Marijuana Business License; or if not yet received, Copy of State of Colorado Regulated Marijuana Business License Application and all associated application materials.
- C. License type or other transaction identified.
- D. If any information in the Applicant's Lottery Phase Application has changed, Applicant has included all such changed information in this License Phase Application, including all related documentation.
- E. Additional information may be required by the local licensing authority or their designee(s).

**II. DIAGRAM OF THE PREMISES**

- A. No larger than 8 1/2" X 11".
- B. Dimensions included (doesn't have to be to scale). Exterior areas should show control (fences, walls, etc.).
- C. Separate diagram for each floor (if multiple levels).

**III. PROOF OF PROPERTY POSSESSION**

- A. Deed in name of the Applicant ONLY (or)
- B. Lease in the name of the Applicant ONLY with proper consent from the Landlord and acceptance by the Applicant.
- C. Lease Assignment in the name of the Applicant (ONLY) with proper consent from the Landlord and acceptance by the Applicant.
- D. Other Agreement if not deed or lease.

**IV. BUSINESS PLAN**

- A. Updated and comprehensive business plans, tailored to the location specified in the License Phase Application, covering all subject areas set forth in Section 6-5-7(c)(9)

**V. FINDINGS OF SUITABILITY**

- A. Proof of Findings of Suitability issued by the MED for all Controlling Beneficial Owners of the Applicant

**VI. TOWN OF GRAND LAKE DOCUMENTS**

- A. Town of Grand Lake Business License
- B. Town of Grand Lake Sales Tax License
- C. Proof of Submission to the Town of a Conditional Use Permit Application pursuant to Town Code 12-2-31(B)



Page 3

19. If applicant is a corporation, partnership, association or limited liability company, applicant **must list** ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGING MEMBERS.

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION
Ashley Ingles	[REDACTED]	[REDACTED]	Manager
Alexander Close	[REDACTED]	[REDACTED]	Manager
Matthew Ingles	[REDACTED]	[REDACTED]	Manager
Daniel Rowland	[REDACTED]	[REDACTED]	Manager

Registered Agent (if applicable) Address for Service

Cordillera Advisory Management, Inc [REDACTED]

**OATH OF APPLICANT**

*I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Town Code and the Colorado Marijuana Code.*

Authorized Signature	Title	Date
[REDACTED]	Manager	04-20-2026

**REPORT OF TOWN CLERK**

<b>Date application filed with Town Clerk</b>	Date of local authority hearing (for new license applicants, cannot be less than 14 days from date of the report of findings from the Application investigation pursuant to 6-5-8(e), and shall only be scheduled after the Town Planning Commission has reported its recommendations to the Town Board pursuant to 6-5-9(a)(2).
---	--

**THE TOWN CLERK HEREBY AFFIRMS:**

That each person required to has:

- |                                     |  |                                     |                                     |
|-------------------------------------|--|-------------------------------------|-------------------------------------|
| <input type="checkbox"/>            | Submitted all License Phase Application materials pursuant to Section 6-5-8  | Yes                                 | No                                  |
| <input checked="" type="checkbox"/> | .....  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <input type="checkbox"/>            | That the local authority, or their designee(s), has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, all provisions of the State and Town marijuana code | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| <input type="checkbox"/>            | Date of Inspection or Anticipated Date <u>July 1, 2026</u>   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | Further findings of the Application investigation, pursuant to Section 6-5-8(e), attached.   |                                     |                                     |

_____	_____	_____

Town Clerk Telephone Number TOWN, CITY

Signature Title Date

Signature (attest) Title Date



TO  
Mayor & Trustees

FROM  
Alayna Carrell, CMC, Town Clerk

DATE  
June 8, 2026

ACTION TYPE:  Action Requested  Information Only

**QUASI-JUDICIAL PROCEEDING**

This is a quasi-judicial proceeding. The Board’s decision must be based on the evidence and testimony presented at the public hearing and applicable provisions of the Grand Lake Municipal Code.

**PUBLIC HEARING NOTICE:** Notice of the Special Event Liquor Permit application was posted on the premises at Smith-Eslick Cottage Court, 725 Lake Avenue, on May 28, 2026 at 2:08 PM.

**RE: Special Event Liquor Permit – Grand Lake Area Historical Society – “Community Picnic” – August 9, 2026 – Resolution No. 49-2026**

**BACKGROUND**

The Grand Lake Area Historical Society is requesting approval of a Special Event Liquor Permit for its annual Community Picnic event. The event is scheduled to take place on Sunday, August 9, 2026, from 5:30 p.m. to 8:30 p.m. at Smith-Eslick Cottage Court, located at 725 Lake Avenue.

The Grand Lake Area Historical Society has submitted a Special Event Liquor Permit application requesting authorization to sell malt, vinous, and spirituous liquors during the event. As a nonprofit organization incorporated for social purposes, the applicant qualifies under C.R.S. 44-5-102 and has also requested that the \$100.00 Special Event Liquor Permit fee be waived. This is the organization’s first fee waiver request of 2026.

**LEGAL CONSIDERATIONS**

Pursuant to C.R.S. 44-5-102, a Special Event Permit may be issued to organizations that are nonprofit in nature and incorporated for social, fraternal, patriotic, political, educational, or athletic purposes; regularly chartered branches, lodges, or chapters of national nonprofit organizations; established religious or philanthropic institutions; or state institutions of higher education.

Under C.R.S. 44-5-106, a permit may be denied if issuance would be injurious to the public welfare due to the nature or location of the event, or based on the applicant’s history of noncompliance. Public notice of the application must be posted at the event location at least ten (10) days prior to approval.

**FISCAL NOTE**

In 2025, the Board of Trustees waived a total of \$100.00 in Special Event Liquor Permit fees for events hosted by the Grand Lake Area Historical Society. No fees have been waived for 2026.

**STAFF RECOMMENDATION**

Staff recommends that the Board of Trustees approve the Special Event Liquor Permit application and adopt Resolution No. 49-2026, waiving the \$100.00 permit fee for the Grand Lake Area Historical Society’s “Community Picnic,” based on compliance with applicable state law and Town policy.

**SUGGESTED MOTION**

*“I move to approve (or deny) the Special Event Liquor Permit application and Resolution No. 49-2026, waiving the \$100.00 Special Event Liquor Permit fee for the Grand Lake Area Historical Society’s “Community Picnic,” to be held on August 9, 2026, from 5:30 p.m. to 8:30 p.m. at Smith-Eslick Cottage Court, 725 Lake Avenue.”*

RECEIVED

MAY 28 2026

Departmental

Section 10, Item C.

# Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

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

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

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

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

Name of Applicant Organization or Political Candidate

Grand Lake Area Historical Society (GLAHS)

State Sales Tax Number (Required)

Mailing Address of Organization or Political Candidate

City

State      ZIP Code

Address of Place to Have Special Event

725 Lake Avenue

City

Grand Lake

State      ZIP Code

CO      80447

Authorized Representative of Qualifying Organization or Political Candidate

Elin Capps

Date of Birth (MM/DD/YY)

Phone Number

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

City

State      ZIP Code

Event Manager

Section 10, Item C.

Layla Schnacke

Date of Birth (MM/DD/YY)

Phone Number

[Empty field for Date of Birth]

[Empty field for Phone Number]

Event Manager Home Address

[Empty field for Event Manager Home Address]

City

State

ZIP Code

[Empty field for City]

[Empty field for State]

[Empty field for ZIP Code]

Email Address of Event Manager

[Empty field for Email Address of Event Manager]

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

Yes  No

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

No  Yes, How many days?

[Empty field for number of days]

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

No  Yes, License Number

[Empty field for License Number]

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

Yes  No

5. For Chambers of Commerce - Each member who holds a retail establishment permit attests they are not exercising the privileges of the retail establishment permit for the duration of the SEP days.

Yes  No

6. For Chambers of Commerce - Please list all members participating in the SEP.

[Large empty box for listing members]

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

Section 10, Item C.

Date

August 9, 2026

From:

5:30 pm

To:

8:30 pm

Date

From:

To:

Date

From:

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Date

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To:

# Oath of Applicant

Section 10, Item C.

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

Title

Secretary of Board, Event Representative

Signature

[Signature]

Date (MM/DD/YY)

05/28/26

## 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)

[Local Licensing Authority]

City  County

Telephone Number of City/County Clerk

[Telephone Number]

Title

[Title]

Signature

[Signature]

Date (MM/DD/YY)

[Date]

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

## Liability Information

License Account Number

[License Account Number]

Liability Date

[Liability Date]

State

[State]

Total

-750 (999)

\$

[Total]

.00

FILE 1 W 11  
50'

Eslick Store  
Restroom

Grass

PARKING

Ingress +  
Egress

Porta  
Potty

Food Service

Trash

Trash

Trash

Trash

Benches &  
Tables for  
Guests

Trash

Co Hage Court Museum

VINE STREET

Band  
Old Timey Music  
in  
Pavilion

100'

tree

tree

tree

tree

tree

tree

tree

tree

725  
Lake Ave.

LAKE AVE

729  
Lake Ave.



# TOWN OF GRAND LAKE

STAFF REPORT

Section 10, Item D.

<b>TO</b> Mayor & Trustees	<b>FROM</b> Sarah Weekes, Event Manager	<b>DATE</b> June 8, 2026
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**ACTION TYPE:**  Action Requested     Information Only

**RE: Special Event Permit Application and Resolution 43-2026 – Eagle’s Nest Wilderness Ranch “Soaring Eagle’s Mini Golf Tournament” – June 13, 2026**

## BACKGROUND

Eagle’s Nest Wilderness Ranch is a privately funded nonprofit Christian organization planning to serve orphaned, abused, neglected, and homeless children in Grand County, Colorado. Rather than cycling children through temporary foster placements, the ranch provides permanent family-style homes led by live-in Houseparents, with the goal of raising children to adulthood in a stable, loving environment. Set on a working cattle and horse ranch, children also benefit from equine therapy, sports, arts, and 4-H programming to support their healing and growth.

Eagle’s Nest Wilderness Ranch has submitted a Special Event Permit application for the Soaring Eagle’s Mini Golf Tournament and is requesting the Board of Trustees waive the following fee:

- Special event permit fee in the amount of \$250.00

## REVIEW CONSIDERATIONS

Pursuant to Municipal Code Section 11-6-3(C), the Board of Trustees shall consider the following factors prior to approval of a Special Event Permit:

**Municipal Code §11-6-3(C): Special Event Permit Application Review and Approval**  
*The following factors shall be considered prior to approval of a Special Event Permit:*

- (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.*

## FISCAL NOTE

In 2026, the Board of Trustees has not approved any fee waivers for Eagle’s Nest Wilderness Ranch.

## SUGGESTED MOTION

*“I make a motion to approve / (deny) the Special Event Permit Application and approve / (deny) Resolution 43-2026, a Resolution Setting Certain Fees for the Eagle’s Nest Wilderness Ranch “Soaring Eagle’s Mini Golf Tournament” Event to be held June 13, 2026.”*

**TOWN OF GRAND LAKE  
BOARD OF TRUSTEES  
RESOLUTION NO. 43-2026**

**A RESOLUTION SETTING CERTAIN FEES FOR EAGLES NEST WILDERNESS RANCH “SOARING EAGLES MINI GOLF TOURNAMENT” EVENT TO BE HELD ON JUNE 13, 2026**

WHEREAS, Eagle’s Nest Wilderness Ranch has scheduled a special event, Soaring Eagle’s Mini Golf Tournament, June 13, 2026; and,

WHEREAS, the fee for a special event application is set at \$250; 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 themselves, the Board concluded that waiving the special event application 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 THAT:

- 1. The Board of Trustees hereby waives the special event permit application fee Eagle’s Nest Wilderness Ranch *Soaring Eagle’s Mini Golf Tournament* event to be held June 13, 2026.

**DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 8TH DAY OF JUNE 2026.**

Votes Approving:  
Votes Opposing:  
Votes Abstaining:  
Absent:

(SEAL)

**ATTEST:**

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

\_\_\_\_\_  
Christina Bergquist, Mayor



<b>TO</b> Mayor & Trustees	<b>FROM</b> Sarah Weekes, Event Manager	<b>DATE</b> June 8, 2026
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**ACTION TYPE:**  Action Requested     Information Only

**RE: Special Event Permit Application and Resolution 44-2026 – Mountain Family Center “9th Annual Spirit Polar Plunge” – June 14, 2026**

**BACKGROUND**

Mountain Family Center (MFC) is a Grand County, Colorado nonprofit that helps individuals and families build strength and self-reliance through community-based services. Founded in 1979 as a women’s resource center in the Fraser Valley, the organization has grown over the decades to address a wide range of needs common in rural, seasonal resort communities — including food insecurity, housing instability, utility assistance, and limited transportation.

Now based in Granby, MFC operates a food pantry, thrift store, and senior services, and continues to expand through community partnerships and mergers with other local nonprofits. MFC remains a vital resource for Grand County residents navigating hardship and working toward stability.

The 9th Annual Spirit Polar Plunge is a community fundraising event held at Grand Lake. Participants gather for a pre-party at Charlie’s Sports Bar and Grill beginning at noon, featuring live music and food, before heading to Gene Stover Park for the plunge into Grand Lake at 2:30 PM. The event brings together fundraising teams, individual participants, sponsors, and volunteers in support of the greater Grand Lake community.

Mountain Family Center has submitted a Special Event Permit application for the 9th Annual Spirit Polar Plunge and is requesting the Board of Trustees waive the following fee:

- Special event permit fee in the amount of \$250.00

**REVIEW CONSIDERATIONS**

Pursuant to Municipal Code Section 11-6-3(C), the Board of Trustees shall consider the following factors prior to approval of a Special Event Permit:

***Municipal Code §11-6-3(C): Special Event Permit Application Review and Approval***  
*The following factors shall be considered prior to approval of a Special Event Permit:*

- (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.*

**FISCAL NOTE**

In 2026, the Board of Trustees has not approved any fee waivers for Mountain Family Center. The requested fee waiver totals \$250.00.

**SUGGESTED MOTION**

*“I make a motion to approve / (deny) the Special Event Permit Application and approve / (deny) Resolution 44-2026, a Resolution Setting Certain Fees for Mountain Family Center’s “9th Annual Spirit Polar Plunge” Event to be held June 14, 2026.”*

**TOWN OF GRAND LAKE  
BOARD OF TRUSTEES  
RESOLUTION NO. 44-2026**

**A RESOLUTION SETTING CERTAIN FEES FOR MOUNTAIN FAMILY CENTER’S  
“9<sup>TH</sup> ANNUAL SPIRIT POLAR PLUNGE” EVENT TO BE HELD ON JUNE 14, 2026**

WHEREAS, Mountain Family Center has scheduled a special event, 9<sup>th</sup> Annual Spirit Polar Plunge, June 14, 2026; and,

WHEREAS, the fee for a special event application is set at \$250; 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 themselves, the Board concluded that waiving the special event application 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 THAT:

1. The Board of Trustees hereby waives the special event permit application fee Mountain Family Center’s 9<sup>th</sup> Annual Spirit Polar Plunge event to be held June 14, 2026.

**DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF  
THE TOWN OF GRAND LAKE THIS 8TH DAY OF JUNE 2026.**

Votes Approving:  
Votes Opposing:  
Votes Abstaining:  
Absent:

(SEAL)

**ATTEST:**

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

\_\_\_\_\_  
Christina Bergquist, Mayor



# TOWN OF GRAND LAKE

STAFF REPORT

<b>TO</b> Mayor & Trustees	<b>FROM</b> Sarah Weekes, Event Manager	<b>DATE</b> June 8, 2026
-------------------------------	--	-----------------------------

**ACTION TYPE:**  Action Requested     Information Only

**RE: Special Event Permit Application and Resolution 45-2026 – Colorado AeroLab “Ducks Outta Water” – June 20, 2026**

## BACKGROUND

Colorado AeroLab is a nonprofit educational organization based in Denver that designs and delivers experiential, out-of-school-time learning opportunities for K-12 students, families, and educators across Colorado. As a statewide network of blended education centers in partnership with local school districts, each AeroLab site acts as a hands-on learning lab focused on multidisciplinary engineering design and collaborative problem-solving. Programs prepare students for success in college, career, and community life — particularly within Colorado’s growing aeronautics industry.

The Ducks Outta Water event is an updated version of the former Duck Derby Races. Due to low snowmelt runoff resulting in insufficient river levels for water racing, the event has been relocated to Town Park. The family-friendly fundraiser will maintain its rubber duck theme while incorporating a focus on water conservation awareness. Proceeds will benefit Colorado AeroLab.

Colorado AeroLab has submitted a Special Event Permit application for the Ducks Outta Water event and is requesting the Board of Trustees waive the following fees:

- Special event permit fee in the amount of \$250.00
- Heckert Pavilion rental fees for the requested date in the amount of \$220.00

## REVIEW CONSIDERATIONS

Pursuant to Municipal Code Section 11-6-3(C), the Board of Trustees shall consider the following factors prior to approval of a Special Event Permit:

**Municipal Code §11-6-3(C): Special Event Permit Application Review and Approval**  
*The following factors shall be considered prior to approval of a Special Event Permit:*

- (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.*

## FISCAL NOTE

In 2026, the Board of Trustees approved fee waivers totaling \$750 in special event permit fees and \$19,600 in facility rental fees, AV equipment rental fees, and kitchen fees for Colorado AeroLab’s “Radium Girls” held in January 2026, “Hadestown” held in April 2026, and the “Upstage Youth Theatre Fundraising Cabaret” held in May 2026. The current request adds \$250.00 in permit fees and \$220.00 in Heckert Pavilion rental fees.

## SUGGESTED MOTION

*“I make a motion to approve / (deny) the Special Event Permit Application and approve / (deny) Resolution 45-2026, a Resolution Setting Certain Fees for Colorado AeroLab’s “Ducks Outta Water” Event to be held June 20, 2026.”*

**TOWN OF GRAND LAKE  
BOARD OF TRUSTEES  
RESOLUTION NO. 45-2026**

**A RESOLUTION SETTING CERTAIN FEES FOR COLORADO AEROLAB’S “DUCKS  
OUTTA WATER” EVENT TO BE HELD ON JUNE 20, 2026**

WHEREAS, Colorado Aerolab has scheduled a special event, Ducks Outta Water, June 20, 2026; and,

WHEREAS, the fee for a special event application is set at \$250, the rental fee for the Heckert Pavilion for the scheduled time is set at \$220; 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 themselves, the Board concluded that waiving the facility rental fees and the new special event application 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 THAT:

1. The Board of Trustees hereby waives the special event permit application fee for Colorado Aerolab’s *Ducks Outta Water* event to be held June 20, 2026.
2. The Board of Trustees further waives the Heckert Pavilion rental fee associated with the event for the scheduled date.

**DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF  
THE TOWN OF GRAND LAKE THIS 8TH DAY OF JUNE 26, 2026.**

Votes Approving:  
Votes Opposing:  
Votes Abstaining:  
Absent:

(SEAL)

**ATTEST:**

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

\_\_\_\_\_  
Christina Bergquist, Mayor



# TOWN OF GRAND LAKE

STAFF REPORT

<b>TO</b> Mayor & Trustees	<b>FROM</b> Sarah Weekes, Event Manager	<b>DATE</b> June 8, 2026
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**ACTION TYPE:**  Action Requested     Information Only

**RE: Special Event Permit Application and Resolution 46-2026 – Grand Lake Yacht Club Sailing Foundation “Colorado Laser/ILCA Championship” – June 26–28, 2026**

## BACKGROUND

The Grand Lake Yacht Club Sailing Foundation is a nonprofit organization created to promote amateur sailing, including sailing education, competition, and water safety. The Foundation is committed to broadening the base of support for the sport of sailing in the community through sailing programs for youth and adults, and supports the development of future sailors and racers through community outreach programs, training activities, the provision of sailing equipment, and the encouragement of participation in local and national sailing activities.

The 2026 Colorado Laser/ILCA Championship is the 31st annual state championship regatta for single-handed Laser (ILCA) dinghies.

The Grand Lake Yacht Club Sailing Foundation has submitted a Special Event Permit application for the Colorado Laser/ILCA Championship and is requesting the Board of Trustees waive the following fee:

- Special event permit fee in the amount of \$250.00

## REVIEW CONSIDERATIONS

Pursuant to Municipal Code Section 11-6-3(C), the Board of Trustees shall consider the following factors prior to approval of a Special Event Permit:

***Municipal Code §11-6-3(C): Special Event Permit Application Review and Approval***  
*The following factors shall be considered prior to approval of a Special Event Permit:*

- (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.*

## FISCAL NOTE

In 2026, the Board of Trustees has approved fee waivers totaling \$250 in special event permit fees for the Grand Lake Yacht Club Sailing Foundation.

## SUGGESTED MOTION

*“I make a motion to approve / (deny) the Special Event Permit Application and approve / (deny) Resolution 46-2026, a Resolution Setting Certain Fees for the Grand Lake Yacht Club Sailing Foundation’s “Colorado Laser/ILCA Championship” Event to be held June 26–28, 2026.”*

**TOWN OF GRAND LAKE  
BOARD OF TRUSTEES  
RESOLUTION NO. 46-2026**

**A RESOLUTION SETTING CERTAIN FEES FOR GRAND LAKE YACHT CLUB  
SAILING FOUNDATION’S “COLORADO LASER/ILCA CHAMPIONSHIP” EVENT  
TO BE HELD ON JUNE 26, 2026, THROUGH JUNE 28, 2026**

WHEREAS, Grand Lake Yacht Club has scheduled a special event, Colorado Laser/ILCA Championship, June 26, 2026 through June 28, 2026; and,

WHEREAS, the fee for a special event application is set at \$250; 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 themselves, the Board concluded that waiving the special event application 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 THAT:

1. The Board of Trustees hereby waives the special event permit application fee and Grand Lake Yacht Club Sailing Foundation’s *Colorado Laser/ILCA Championship* event to be held June 26, 2026, through June 28, 2026.

**DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF  
THE TOWN OF GRAND LAKE THIS 8TH DAY OF JUNE 2026.**

Votes Approving:  
Votes Opposing:  
Votes Abstaining:  
Absent:

(SEAL)

**ATTEST:**

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

\_\_\_\_\_  
Christina Bergquist, Mayor



# TOWN OF GRAND LAKE

STAFF REPORT

Section 10, Item H.

<b>TO</b> Mayor & Trustees	<b>FROM</b> Sarah Weekes, Event Manager	<b>DATE</b> June 8, 2026
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**ACTION TYPE:**  Action Requested     Information Only

**RE: Special Event Permit Application and Resolution 47-2026 – Colorado Chili Pod LLC “42nd Annual State of Colorado Chili Championship” – June 27, 2026**

## BACKGROUND

The Colorado Chili Pod is dedicated to celebrating chili culture, supporting charitable causes, and collaborating with chili organizations across the region. Now in its 42nd year, the State of Colorado Chili Championship is a beloved community event featuring live music, handmade craft vendors, and chili tastings. Held in partnership with the Chili Appreciation Society International and co-hosted by the Grand Lake Fire Department, the event serves as a major fundraiser for both the Grand Lake Fire Scholarship Fund and the Community Assistance Fund.

Colorado Chili Pod LLC has submitted a Special Event Permit application for the 42nd Annual State of Colorado Chili Championship and is requesting the Board of Trustees waive the following fee:

- Special event permit fee in the amount of \$250.00

## REVIEW CONSIDERATIONS

Pursuant to Municipal Code Section 11-6-3(C), the Board of Trustees shall consider the following factors prior to approval of a Special Event Permit:

**Municipal Code §11-6-3(C): Special Event Permit Application Review and Approval**  
*The following factors shall be considered prior to approval of a Special Event Permit:*

- (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.*

## FISCAL NOTE

In 2026, the Board of Trustees has not approved any fee waivers for Colorado Chili Pod LLC.

## SUGGESTED MOTION

*“I make a motion to approve / (deny) the Special Event Permit Application and approve / (deny) Resolution 47-2026, a Resolution Setting Certain Fees for Colorado Chili Pod LLC’s “42nd Annual State of Colorado Chili Championship” Event to be held June 27, 2026.”*

**TOWN OF GRAND LAKE  
BOARD OF TRUSTEES  
RESOLUTION NO. 47-2026**

**A RESOLUTION SETTING CERTAIN FEES FOR COLORADO CHILI POD LLC  
“42<sup>ND</sup> ANNUAL STATE OF COLORADO CHILI CHAMPIONSHIP” EVENT TO BE  
HELD ON JUNE 27, 2026**

WHEREAS, Colorado Chili Pod LLC has scheduled a special event, 42<sup>nd</sup> Annual State of Colorado Chili Championship, June 27, 2026; and,

WHEREAS, the fee for a special event application is set at \$250, the rental fee for the Heckert Pavilion for the scheduled time is set at \$190; 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 themselves, the Board concluded that waiving the facility rental fees and the new special event application 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 THAT:

1. The Board of Trustees hereby waives the special event permit application fee for Colorado Chili Pod LLC’s 42<sup>nd</sup> Annual State of Colorado Chili Championship event to be held June 27, 2026.
2. The Board of Trustees further waives the Heckert Pavilion rental fee associated with the event for the scheduled date.

**DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF  
THE TOWN OF GRAND LAKE THIS 8TH DAY OF JUNE 26, 2026.**

Votes Approving:  
Votes Opposing:  
Votes Abstaining:  
Absent:

(SEAL)

**ATTEST:**

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

\_\_\_\_\_  
Christina Bergquist, Mayor



# TOWN OF GRAND LAKE

## STAFF REPORT

<b>TO</b> Mayor & Trustees	<b>FROM</b> Katie Hearsum, Marketing & Communications Manager	<b>DATE</b> June 8, 2026
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**ACTION TYPE:**  Action Requested     Information Only

**RE: Adoption of Town of Grand Lake Brand Guidelines – 2026 Edition**

### BACKGROUND

The Town of Grand Lake operates four distinct brands that collectively represent the community’s identity across tourism, civic, recreation, and waterfront services. To ensure consistent, professional, and recognizable representation across all touchpoints — from signage and apparel to social media and official documents — staff has developed a comprehensive set of Brand Guidelines for the 2026 edition.

The Brand Guidelines were developed in partnership with Walden Creative, the Town’s brand design partner, and cover all four Town entities:

Code	Full Name	Purpose
<b>GGL</b>	Go Grand Lake	Destination marketing and tourism promotion
<b>TOGL</b>	Town of Grand Lake	Municipal governance and civic identity
<b>HM</b>	Headwaters Marina	Waterfront recreation and marina services
<b>GLC</b>	Grand Lake Center	Community fitness, recreation, and events

### PURPOSE AND SCOPE

The 2026 Brand Guidelines establish the definitive reference for logo usage, color palettes, typography, and application standards for all Town of Grand Lake entities. The guidelines ensure that every staff member, designer, vendor, or partner has a clear and consistent framework for representing each brand correctly.

Key elements addressed in the guidelines include logo versions and clear space requirements, official color palettes with exact hex/RGB/CMYK values, typography standards, logo file format guidance (SVG/EPS, PNG, PDF, JPG) and minimum size requirements, Brand Do’s and Don’ts, and the contact and approval process through Walden Creative for new branded materials.

### FISCAL NOTE

There is no direct fiscal impact associated with adopting the Brand Guidelines. The guidelines codify existing brand assets developed under the Town’s existing relationship with Walden Creative. Any future branded materials produced in accordance with these guidelines will be subject to the Town’s normal budgeting and procurement processes.

### STAFF RECOMMENDATION

Staff recommends that the Board of Trustees adopt the Town of Grand Lake Brand Guidelines – 2026 Edition as the official brand standard for all four Town entities. Adoption will ensure consistent application of Town branding across all departments, vendors, and partners, and provides a clear reference document for staff and external partners going forward.

### SUGGESTED MOTION

*“I move to adopt the Town of Grand Lake Brand Guidelines – 2026 Edition as the official brand standards for the Town of Grand Lake, Go Grand Lake, Headwaters Marina, and Grand Lake Center, and to direct staff to apply these standards across all Town-produced and Town-authorized branded materials.”*

GRAND LAKE, COLORADO  
**BRAND GUIDELINES**  
*2026 Edition*

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Go Grand Lake • Town of Grand Lake • Headwaters Marina • Grand Lake Center

# Introduction

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These Brand Guidelines are the definitive reference for all four Town of Grand Lake entities: Go Grand Lake (GGL), Town of Grand Lake (TOGL), Headwaters Marina (HM) and the Grand Lake Center (GLC). It exists to ensure that every touchpoint — from signage to apparel to social media — presents a cohesive, professional and instantly recognizable identity.

Whether you are a staff member, designer, vendor, or partner, this guide provides everything you need to represent each brand correctly and confidently.

Please read this document before producing any branded material. When in doubt, refer back here — or contact your brand manager.

## Brands at a Glance

Brand	Full Name	Purpose
GGL	Go Grand Lake	Destination marketing and tourism promotion
TOGL	Town of Grand Lake	Municipal governance and civic identity
HM	Headwaters Marina	Waterfront recreation and marina services
GLC	Grand Lake Center	Community fitness, recreation and events

# GO GRAND LAKE

## 1. Go Grand Lake (GGL)

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### 1.1 Logo

The Go Grand Lake logo is a circular badge mark featuring a scenic mountain landscape featuring Mt. Craig, lake water and pine trees, layered to evoke the iconic natural beauty of Grand Lake, Colorado. The circle format makes it versatile for merchandise, digital and print applications.



### 1.2 Color Palette

The GGL palette is inspired by the Colorado high-country environment: deep lake blues, alpine sky, forest green, and a vibrant orange for energy and warmth.

			
<b>GGL Blue</b> #00456F RGB: 0 / 69 / 111 CMYK: 94 / 36 / 0 / 57	<b>GGL Light Blue</b> #AFDFE4 RGB: 175 / 223 / 228 CMYK: 30 / 0 / 10 / 0	<b>GGL Green</b> #005648 RGB: 0 / 86 / 72 CMYK: 76 / 0 / 50 / 67	<b>GGL Orange</b> #F15A22 RGB: 241 / 90 / 34 CMYK: 0 / 80 / 100 / 0

### 1.3 Typography

Element	Typeface	Notes
"GRAND LAKE"	Drone Ranger Display	Primary display font; bold and adventurous character
"COLORADO"	Futura Bold	Clean, geometric secondary text; all caps

General typography principle: Drone Ranger Display should only ever be used in logo contexts. Do not use it for body copy or UI text. Futura (or Futura PT) serves as the brand's geometric, modern text voice.

# TOWN OF GRAND LAKE

## 2. Town of Grand Lake (TOGL)

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### 2.1 Logo

The Town of Grand Lake logo uses a stylized interlocking "G" letterform, representing both "Grand" and the civic pride of the community. The curved, open design is simple and timeless while retaining an official, authoritative feel. "TOWN OF GRAND LAKE" arcs along the lower portion in a confident tracking.



### 2.2 Color Palette

The Town of Grand Lake uses a single, authoritative green — a deep forest color that grounds the brand in the natural landscape of Colorado and signals trustworthiness.



**TOGL Green**  
#104F2F  
RGB: 16 / 79 / 47  
CMYK: 65 / 0 / 70 / 73

This single-color approach allows for maximum flexibility across official documents, signage, and embroidered items while maintaining a dignified, civic presence. Secondary colors may be used from the GGL palette when TOGL content appears alongside tourism materials.

### 2.3 Typography

Element	Typeface	Notes
"TOWN", "GRAND LAKE"	Futura PT Heavy	Maximum weight for authority; used in the logotype
"OF"	Futura Bold	Lighter weight distinguishes connective text

# HEADWATERS MARINA

## 3. Headwaters Marina (HM)

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### 3.1 Logo Versions



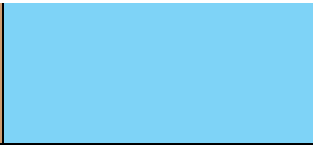

The Headwaters Marina logo uses a bold shaped badge design reminiscent of a classic, wooden maritime ship. It exists in three distinct versions, each serving a specific use:

- Black & White — for single-color print, embossing, and merchandise applications.
- Full Color (Solid Brown) — primary digital and print version; brown badge with gradient type.
- Wood Grain — premium version for signage, retail displays, and specialty print.



### 3.2 Color Palette

The Headwaters Marina palette evokes warmth, wood, water, and the golden Colorado sun — perfect for a friendly, laid-back recreation brand personality.

			
<b>HM Brown</b> #562E0F RGB: 86 / 46 / 15 CMYK: 0 / 50 / 70 / 80	<b>HM Light Tan</b> #CE9D72 RGB: 206 / 157 / 114 CMYK: 20 / 40 / 60 / 0	<b>HM Blue</b> #7ED3F7 RGB: 126 / 211 / 247 CMYK: 45 / 0 / 0 / 0	<b>HM Orange</b> #FAA61A RGB: 250 / 166 / 26 CMYK: 0 / 40 / 100 / 0

### 3.3 Typography

Element	Typeface	Notes
"HEADWATERS"	Mystic Extended Italic	Bold, expressive script — the logo's signature element
"GRAND LAKE", "MARINA", "8,369"	Futura Bold	Clean, readable supporting text; all caps

# GRAND LAKE CENTER

## 4. Grand Lake Center (GLC)

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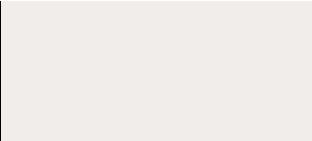
### 4.1 Logo Versions

The Grand Lake Center logo uses a classic badge design that evokes a welcoming community hub for all. It incorporates the Town “G” logo for parent brand recognition, and a moose element to celebrate Grand Lake’s wildlife and environment. Several versions exist for a multitude of uses, from website and social media, to merchandise and “SWAG” items like stickers, chapstick, pens, etc.



### 4.2 Color Palette

Inspired by its beautiful natural surroundings, the Grand Lake Center palette evokes a fresh, clean and timeless feeling creating an inviting, invigorating and healthy atmosphere.

		
<b>GLC Grand Lake Blue</b> #00B4B8 RGB: 0 / 179 / 183 CMYK: 75 / 4 / 32 / 0	<b>GLC Forest Brown</b> #CE9D72 RGB: 74 / 49 / 21 CMYK: 25 / 50 / 75 / 75	<b>GLC Natural White</b> #F1EDEA RGB: 241 / 238 / 234 CMYK: 1 / 2 / 3 / 3

### 4.3 Typography

Element	Typeface	Notes
"GRAND LAKE"	Greycliff - Bold	Rugged, hearty, and warm with strong capitals
"Center"	Greycliff - CF	A versatile geometric sans-serif typeface

# 5. Brand Do's and Don'ts

These rules apply across all brands. Consistent application protects the integrity of each identity and ensures a professional, unified presentation to residents, visitors and partners.

## 5.1 Logos — Do's

✓ DO	X DON'T
<ul style="list-style-type: none"><li>✓ Use only the official, approved logo files provided in this guide.</li><li>✓ Maintain clear space equal to the height of the logo mark on all sides.</li><li>✓ Use the B&amp;W logo version on dark or photographic backgrounds where color logos would not reproduce well.</li><li>✓ Scale logos proportionally using corner handles — always maintain original aspect ratio.</li><li>✓ Use the wood grain HM logo for premium and retail applications.</li></ul>	<ul style="list-style-type: none"><li>X Never stretch, squeeze, or distort any logo.</li><li>X Never recreate, redraw, or retype any logo from memory.</li><li>X Never place a logo on a background color that causes it to disappear or become illegible.</li><li>X Never apply drop shadows, glows, outlines, or other effects to any logo.</li><li>X Never mix logos from different brands in a way that implies a single unified entity.</li></ul>

## 5.2 Colors — Do's and Don'ts

✓ DO	X DON'T
<ul style="list-style-type: none"><li>✓ Always reference exact hex, RGB, or CMYK values from this guide when specifying brand colors.</li><li>✓ Use each brand's primary color as the dominant hue in its materials.</li><li>✓ Use GGL Orange sparingly, as an accent only, to draw attention to key messages.</li><li>✓ Ensure sufficient contrast between text and background (WCAG AA minimum).</li></ul>	<ul style="list-style-type: none"><li>X Never sample colors from screen screenshots — always use official hex/CMYK values.</li><li>X Never use GGL colors in TOGL materials or HM colors in GGL materials without explicit approval.</li><li>X Never introduce new colors or gradients outside the approved palette without brand manager sign-off.</li><li>X Never use GL Orange as a primary background color — it is an accent only.</li></ul>

### 5.3 Typography — Do's and Don'ts

<p><b>✓ DO</b></p> <ul style="list-style-type: none"> <li>✓ Use Futura (or Futura PT) for all branded supporting text, headlines, and captions.</li> <li>✓ Use logo-specific display fonts (Drone Ranger, Mystic) only within logo lockups.</li> <li>✓ Maintain consistent tracking and leading as defined by the logo artwork.</li> <li>✓ If Futura is unavailable, use Century Gothic as a system fallback.</li> </ul>	<p><b>X DON'T</b></p> <ul style="list-style-type: none"> <li>X Never use Drone Ranger Display or Mystic Extended Italic for body text, captions, or UI elements.</li> <li>X Never use decorative, script, or novelty typefaces in branded materials.</li> <li>X Never alter the type within any logo — spacing, size, and weight are locked.</li> <li>X Never use all-lowercase for brand names — always use the approved capitalization.</li> </ul>
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## 6. Logo File Usage Guide

All approved logo files are maintained by the Town of Grand Lake. Designers and vendors should request files from your brand manager rather than sourcing logos from websites or documents.

Format	Best For	Notes
<b>SVG / EPS / AI</b>	Print, signage, large-format	Vector formats — scalable to any size without quality loss. Preferred for any professional print application.
<b>PNG (transparent)</b>	Digital, web, presentations	Use only high-resolution files (300+ dpi or original source size). Transparent background for overlay use.
<b>PDF</b>	Press-ready print files	Use PDF files supplied by Walden Creative; do not export logos to PDF yourself.
<b>JPG</b>	Email, low-res web only	Last resort only; no transparency support. Never use for print.

### 7.1 Minimum Size

To maintain legibility, logos should never be reproduced smaller than the following minimum dimensions:

- GGL Circle Logo: 1 inch / 72px minimum diameter
- TOGL Logo: 1.25 inches / 90px minimum width
- Headwaters Marina Logo: 2 inches / 144px minimum width (due to text density)
- Grand Lake Center Logo: 1 inch / 72px minimum diameter

Below these minimums, fine details and text within the logos will become illegible. In applications requiring very small logos, consult your brand manager for an approved simplified version if one exists.

# 8. Questions & Brand Approvals

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Brand consistency is a shared responsibility. Any materials produced on behalf of Go Grand Lake, the Town of Grand Lake, Headwaters Marina should be reviewed against this guide before publication or production.

For questions, file requests, or approval of new materials:

**Brand Design:** Walden Creative

This document supersedes all previous brand guidelines. Revision history is maintained by the brand manager. Last updated: 2026.

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# TOWN OF GRAND LAKE

STAFF REPORT

<b>TO</b>	<b>FROM</b>	<b>DATE</b>
Mayor & Trustees	Steve Kudron, Town Manager	June 8, 2026

**ACTION TYPE:**  Action Requested     Information Only

**RE: OLRT Grant Application – CDT Gateway Park at 110 Hancock Street**

## BACKGROUND

The Town has received a request from Grand Lake property owners Cindy Biersdorfer, Keith Nichols, John Kane, and Jean Demmler to partner in applying to the Grand County Open Lands, Rivers, and Trails (OLRT) program for a conservation grant to acquire the property at 110 Hancock Street as permanent open space.

The parcel is directly adjacent to the Continental Divide Trail (CDT), with a portion of the trail extending onto the property itself. Located just two blocks from the heart of Grand Lake, the site is ideally suited as a quiet, natural gateway park serving CDT hikers, visitors, and residents alike. The property last sold for \$380,000 in 2025. The neighboring landowners have committed to contributing up to half of the agreed purchase price, with OLRT grant proceeds covering the remainder — making this an unusually favorable grant scenario.

## FISCAL NOTE

No Town expenditure is being authorized at this time. The private landowners have committed to contributing up to half of the purchase price. OLRT grant proceeds would cover the remaining acquisition cost. The Town’s direct financial obligation will be determined based on grant eligibility, final purchase terms, and the private cost-share arrangement. Staff will return to the Board with a formal financial summary once those terms are established.

## STAFF RECOMMENDATION

Staff recommends that the Board direct Town staff to work cooperatively with the Grand County OLRT program and the private landowners to evaluate and pursue the acquisition of 110 Hancock Street for use as a CDT gateway park. This direction would authorize staff to:

- Engage with OLRT regarding grant eligibility and timing
- Coordinate with the property owners and private contributors on purchase terms
- Return to the Board with a formal action item once the necessary conditions are in place

## SUGGESTED MOTION

*“I move to direct Town staff to work with the Grand County Open Lands, Rivers, and Trails program and the private landowners to pursue the purchase of the property at 110 Hancock Street for use as a Continental Divide Trail gateway park, and to return to the Board with any agreements or formal approvals required to complete the acquisition.”*

Grand Lake Board of Trustees  
1026 Park Avenue  
Grand Lake, CO 80447

Dear Members of the Grand Lake Board of Trustees,

We respectfully request the Town of Grand Lake’s support and partnership in applying to the Grand County Open Lands, Rivers, and Trails (OLRT) program for a grant to conserve the property at **110 Hancock Street** as permanent open space.

This parcel sits directly adjacent to the Continental Divide Trail, (with a small portion of the trail actually extending onto the property), making it an ideal location for a quiet, natural retreat for CDT hikers, visitors, and residents—a small gateway park just two blocks from the heart of Grand Lake.

The property most recently sold for **\$380,000 in 2025**. Neighboring landowners are prepared to contribute up to half of the agreed purchase price, and OLRT funding would make this conservation effort achievable.

We appreciate your consideration and welcome any guidance or partnerships that may help move this opportunity forward.

Sincerely, Cindy Biersdorfer and Keith Nichols 1204 W Portal Rd, Grand Lake  
John Kane and Jean Demmler 1129 Mountain Avenue, Grand Lake



**TOWN OF GRAND LAKE**  
STAFF REPORT

<b>TO</b> Mayor & Trustees	<b>FROM</b> Steve Kudron, Town Manager	<b>DATE</b> June 8, 2026
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**ACTION TYPE:**  Action Requested     Information Only

**RE: Colorado Energy Office Local IMPACT Accelerator Grant Award and Antero Group Consulting and Implementation Services Contract**

**BACKGROUND**

The Town of Grand Lake has been notified of a significant grant award that will directly advance the Board’s long-standing goal of developing a final mile transit solution that reduces dependence on automobiles during peak visitation seasons. On March 25, 2026, the Colorado Energy Office (“CEO”) issued an Intent to Award Letter to the Town for a Local Implementation, Mitigation, and Policy Action Accelerator Grant (“Local IMPACT Accelerator”) in the amount of \$2,135,000. This program is funded through the U.S. EPA’s Climate Pollution Reduction Grant (“CPRG”) and is part of a statewide \$50 million initiative supporting local governments in adopting policies that reduce emissions, improve air quality, and advance multimodal transportation.

Staff has been working with Antero Group, LLC throughout the development of the project concept and grant application. With the award now in hand, it is necessary to execute a formal consulting and implementation services contract with Antero to manage and deliver the full scope of the grant-funded work on the Town’s behalf.

<b>Grant Program</b> CEO Local IMPACT Accelerator	<b>Total Award</b> <b>\$2,135,000</b>
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**GRANT PROJECT OVERVIEW AND OUTCOMES**

The grant funds a Mobility and Land Use Integration Policy and a corresponding implementation project. The policy component includes adopting a Complete Streets Ordinance, enacting Parking Management and Transportation Demand Management (TDM) reforms, and reducing barriers to affordable housing such as allowing Accessory Dwelling Units by right. The implementation component encompasses physical and operational improvements to reduce vehicle miles traveled (VMT) and greenhouse gas (GHG) emissions:

- Construction of the full Multimodal Path and Hiker’s Path connections linking the Mobility Hub to downtown, trailheads, and the waterfront marina
- Creation of a fully operational Mobility Hub including e-Bike sharing, long-term bike storage, solar lighting, and ADA-compliant surface improvements
- Installation of townwide, consistently branded regulatory and visitor wayfinding signage
- Safety improvements including filling all sidewalk gaps (500–1,000 linear feet), installing 3–5 curb extensions, and raising 4–8 crosswalks to full ADA compliance
- Development of a Gateway Community Toolkit documenting adopted policies, measured VMT and GHG outcomes, and operational guidance for statewide distribution through CEO and CDOT

Phase	Scope	Funding
<b>Phase 1</b>	Project administration, quality assurance, policy development & adoption	\$287,000
<b>Phase 2</b>	Physical implementation: multimodal paths, Mobility Hub, signage, sidewalks, crosswalks, Gateway Toolkit	\$1,848,000
<b>Total</b>	<b>Full grant-funded scope</b>	<b>\$2,135,000</b>

**APPROXIMATE PHASE 1 PROJECT TIMELINE**

Phase 1 work is anticipated to begin upon execution of the grant subaward agreement with CEO in late summer 2026. Phase 2, covering physical implementation, is contingent on CEO’s approval of a Task Continuation Work Request following completion of Phase 1, with construction beginning June 2027 and project completion by December 2028.

Phase 1 Task / Milestone	Estimated Timeline
Grant Subaward Agreement Execution / Kickoff	Summer 2026
Existing Conditions Analysis (Traffic & Parking)	Sept – Nov 2026
Policy Development & Public Engagement	Sept 2026 – May 2027
Implementation Toolkit & Design Standards	Jan – Mar 2027
Legal Review & Interagency Coordination	Mar – May 2027
Formal Policy Adoption by Board of Trustees	Apr – May 2027
Task Continuation Work Request to CEO	Within 30 days of Phase 1 completion

**ANTERO GROUP CONSULTING AND IMPLEMENTATION SERVICES CONTRACT**

Staff has negotiated a Consulting and Implementation Services Contract with Antero Group, LLC in the lump sum amount of \$2,135,000, corresponding dollar-for-dollar with the total grant award. Antero Group will manage all phases of the grant on the Town’s behalf, including project administration, quality assurance reporting, policy development, interagency coordination, public engagement, and physical implementation. Each phase of work will be initiated through a Town-approved Purchase Order, ensuring no expenditure occurs without explicit Board authorization.

Staff recommends approval for five reasons: (1) Antero has an established relationship with the Town and deep familiarity with Grand Lake’s context, reducing startup time; (2) Principal Eric Neagu holds PE, LEED AP, and AICP credentials, and the firm’s team spans planning, transportation engineering, grant administration, and community engagement; (3) no phase of work commences without a Town-approved Purchase Order, and monthly progress reports will be provided to both the Town and CEO; (4) Antero will conduct a competitive RFQ process for construction subcontracts, ensuring federal procurement compliance while relieving Town staff of administrative burden; and (5) the contract is fully aligned with the grant award, capturing the full \$2,135,000 benefit with no net general fund expenditure. Delay creates schedule risk, as CEO requires project activity to begin within 12 business days of grant agreement execution.

**FISCAL NOTE**

The contract amount of \$2,135,000 is fully funded by the CEO Local IMPACT Accelerator Grant. There is no required local match and no net general fund expenditure. No phase of work commences without a Town-approved Purchase Order, ensuring the Board retains control over expenditures at every stage. Antero Group will invoice monthly and provide progress reports to both the Town and CEO.

**STAFF RECOMMENDATION**

Staff recommends that the Board of Trustees approve the Consulting and Implementation Services Contract with Antero Group, LLC for the Grand Lake Accelerator Grant Project in the lump sum amount of \$2,135,000, and authorize the Mayor to execute the contract on behalf of the Town. This contract represents a transformational investment in Grand Lake’s transportation future, funded entirely through competitive grant dollars, and positions the Town to lead the state in rural, automobile-free mobility solutions.

**SUGGESTED MOTION**

*“I move to approve the Consulting and Implementation Services Contract between the Town of Grand Lake and Antero Group, LLC for the Grand Lake Accelerator Grant Project in the amount of \$2,135,000, and to authorize the Mayor to execute the contract on behalf of the Town.”*



**COLORADO**  
Energy Office

Colorado Energy Office  
1600 Broadway, Suite 1960  
Denver, CO 80202

**March 25, 2026**

**RE: Local Implementation, Mitigation, and Policy Action (Local IMPACT) Accelerator Grant, Intent to Award Letter**

Dear Steve Kudron,

Congratulations. This letter serves as formal notification of the Colorado Energy Office’s (CEO) intent to award the **Town of Grand Lake** a Local IMPACT Accelerator (‘Accelerator’) grant. The Accelerator program received significant interest, which resulted in a highly competitive selection process. The funding amount you are being considered for is **\$2,135,000** which may not be at the exact level you requested. Please note that the final award remains subject to adjustment during contract negotiations. CEO will discuss the proposed funding level and any necessary scope refinements during your upcoming scoping meeting(s).

**Next Steps:**

Prior to proceeding with the State’s contracting process to issue a subaward agreement, CEO requires written confirmation (e.g., email) from your jurisdiction’s authorized official within 15 days of this Intent to Award Letter as to whether the jurisdiction will be proceeding with this grant. If not received, CEO may rescind the award offer.

If your jurisdiction accepts the subaward, you will be asked to review a draft statement of work (SOW), complete a new budget template based on the SOW, provide other supporting documents to finalize the grant agreement, and sign-on to CEO’s Programmatic Quality Assurance Project Plan (PQAPP). A grant agreement will be executed after final negotiations are completed.

Please note that any Accelerator policy or project work that occurs before a signed contract is executed is not eligible for reimbursement. Additionally, as part of accepting this award, the recipient agrees not to publicly discuss, disclose or announce the award until after CEO issues its own press release, which is tentatively planned for later this Spring.

We look forward to working with you.

Sincerely,

Jeremey Mikrut  
Program Manager, Local Government Team





June 2, 2026

Mr. Steve Kudron  
Town Manager  
Town of Grand Lake  
Grand Lake, CO 80447

**Re: Grand Lake Accelerator Grant Project - Consulting and Implementation Services Contract**

Dear Mr. Kudron:

Antero Group, LLC (“Antero”) is pleased to submit this contract for Consulting and Implementation Services to support the Grand Lake Accelerator Grant Project (“Project”) as outlined in the recently awarded *Local Implementation, Mitigation, and Policy Action Accelerator Program* (Local IMPACT Accelerator or “Accelerator”) by the Colorado Energy Office (“CEO”). We understand this grant is to support the Town’s Project to implement a program of expanded Transportation Demand Management (TDM) reforms through operational and infrastructural elements throughout town. We appreciate the opportunity to present this proposal and welcome the opportunity to expand our efforts with Grand Lake.

We have included below a Project Understanding, Scope of Work, Schedule, Assumptions and Clarifications, and Fee, in accordance with our understanding of the grant funding.

# PROJECT UNDERSTANDING

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The Town of Grand Lake is surrounded by natural amenities, such as Rocky Mountain National Park, Grand Lake, and Shadow Mountain Lake. Grand Lake has a population of approximately 400 residents but sees hundreds of thousands of visitors during peak tourism seasons. This influx of visitors puts a strain on the Town’s infrastructure, especially related to transportation and parking. We understand the Town of Grand Lake received a CEO IMPACT Accelerator Grant to support planning and implementation efforts directed at managing and mitigating the effects of seasonal congestion during peak seasons.

We understand that the project includes a Mobility and Land Use Integration Policy, which includes adopting Complete Streets Ordinance, enacting Parking Management and Transportation Demand Management (TDM) Reforms and reducing policy barriers to affordable housing. This comprehensive policy package goes beyond state and local requirements by voluntarily adopting TDM and multimodal policies typically reserved for larger urban areas to manage seasonal congestion and reduce vehicle miles traveled (VMTs) and associated greenhouse gases (GHGs).

We understand the project is designed to implement a program of expanded peak-season TDM strategies through operational strategies throughout the Town. This includes key infrastructural and operational elements such as constructing the full Multimodal Path and Hiker's Path connections to downtown, trailheads, and the marina; creating a Mobility Hub with e-Bike sharing; installing townwide branded wayfinding and signage; and completing extensive safety improvements like filling all sidewalk gaps and installing multiple raised crosswalks. Finally, the project includes enhanced performance monitoring and the creation of a Gateway Community Toolkit to enable other rural communities to replicate the policy and implementation model.

Antero Group proposes to complete this work in accordance with the phased approach outlined in the grant agreement and below. We propose to manage all elements of this grant, including implementation and grant administration with the Town’s approval of various tasks as provided in Purchase Orders. Each Phase will be outlined in executable Purchase Orders with relevant costs and project partners outlined for review and approval by the Town.

Antero Group understands that CEO has awarded Grand Lake funding in a phased approach, where Grand Lake may only begin certain tasks after the completion and approval of prior tasks. We understand that the project team may only begin work, and Grand Lake may only submit requests for the available funding amounts associated with Tasks 1-3 below until a Task Continuation Work Request is approved. Antero Group will work with Grand Lake and CEO to ensure project progress will comply with CEO’s specifications. This work includes the following phases:

- Task 1: Project Communication and Administration
- Task 2: Quality Assurance
- Task 3: Advance Milestones Toward Policy Adoption
- Task 4: Project Implementation

# SCOPE OF WORK

Antero will complete the following Scope of Work as part of this contract. Each Phase will be subdivided into an overall task list on project execution, which will include smaller incremental tasks to achieve grant and town objectives, for example field surveying. Those tasks will be approved as outlined above via Purchase Order. The below Scope of Work outlines the general process for this project and is in alignment with the grant Statement of Work as of the date of this contract.

## Phase 1

### Task 1: Project Communication and Administration

Project communication and administration activities are expected to occur for the duration of the project and include the tasks below.

#### *Task 1.1 Kickoff Meeting*

Antero Group will join Grand Lake for a 60-90 minute kick-off meeting with CEO, within one week but no more than 12 business days of Grant Agreement Effective Date unless otherwise allowed in writing (i.e., email) by CEO.

#### *Task 1.2 Monthly Meetings*

Antero Group will attend monthly meetings (virtual or in-person) with CEO. If the CEO Program Manager (PM) determines that meetings should be held more or less frequently, CEO will communicate this in writing (i.e., email).

#### *Task 1.3 Monthly Report*

Antero Group will manage monthly reporting to CEO. Reports will use a CEO provided template and be returned to CEO no later than the 15<sup>th</sup> day of the following month unless otherwise allowed by CEO in writing (i.e., email). If the 15th day falls on a weekend or holiday, the report is due the Monday or workday following the weekend or holiday.

The report shall summarize work for the previous month, including but not limited to:

- A. Project status,
- B. A description of the work products, deliverables and tasks completed during the reporting period,
- C. Budget expended and remaining by cost category,
- D. Project findings,
- E. Unanticipated outcomes or roadblocks, and,
- F. Next steps in the project.

Antero Group will prepare a description of Quality Assurance and EIO activities completed including, but not limited to: status of QA deliverables, collection and/or use of primary or existing data, or any other QA or EIO related activity.

Antero Group will prepare monthly invoices to be submitted with the monthly report. Antero Group understands that a monthly report is due whether or not an invoice is submitted.

#### *Task 1.4 Annual Report*

Antero Group will support Grand Lake to prepare an annual report, using a CEO provided template, which will replace the monthly report for that month only.

The annual report will include:

- A. Verification that the Grantee has reviewed their Supplemental Assurance Plan, (SAP) as required in Task 2,
- B. Submission of the Grantee's updated SAP, as necessary, and

- C. Confirmation that the Grantee is advancing milestones toward policy adoption, that the policy adoption timeline is still accurate, and a list of any risk mitigation strategies being applied to ensure the policy adoption will be successful.

The annual report will be submitted by the 15<sup>th</sup> of September, unless otherwise allowed by CEO in writing (i.e., email).

*Task 1.5 Final Project Report*

Antero Group will prepare the final project report, which will describe project outcomes against tasks/subtasks, summarize achievements, challenges, and lessons learned, and be no more than five (5) pages. The final project report will use a CEO provided template.

The final report will be submitted with the final invoice, which will indicate completion of all project deliverables.

**TASK 1 DELIVERABLES:**

- **1.1 Kickoff Meeting:** Meeting Minutes
- **1.2 Monthly Meetings:** Meeting Minutes
- **1.3 Monthly Reports:** Monthly Report on CEO provided template
- **1.4 Annual Report:** Annual Report on CEO provided template
- **1.5 Final Project Report:** Final Project Report on CEO provided template

**Task 2: Quality Assurance**

EPA requires that all organizations performing Environmental Information Operations (EIO) must adhere to EPA’s Quality Assurance Policy and that all EIO shall be implemented in accordance with an approved Quality Assurance Project Plan (QAPP). Antero Group will support Grand Lake’s adherence to EPA’s Quality Program, CEO’s QMP (Quality Management Plan), CEO’s QAPP or CEO’s Programmatic Quality Assurance Project Plan (PQAPP).

Antero Group will work with Grand Lake to complete and submit a Supplemental Assurance Plan (SAP) to provide CEO with all expected data sources and reports Grand Lake intends to use. CEO will review the SAP and determine if CEO’s PQAPP will cover the Grantee’s EIO, or if Grand Lake will need to draft their own QAPP for EPA approval. Tasks 2.1-2.3 are standard, and Tasks 2.4-2.6 are conditional on whether Grand Lake must draft their own QAPP.

Antero Group will complete the following tasks to ensure compliance:

**Task 2.1 SAP Submission**

Using a CEO provided template, Antero Group will complete and submit a SAP to CEO for review and approval with all expected data sources and reports Grand Lake intends to use. Antero Group understands that CEO approval of the SAP is required prior to engaging in EIO.

**Task 2.2 Annual SAP Review**

Antero Group will conduct a formal annual review of the SAP to confirm the information is still accurate and submit the review to CEO for approval.

**Task 2.3 Ongoing SAP QA Monitoring**

In addition to the formal annual review, Antero Group will regularly review the SAP and track minor changes as needed. This includes reporting on Quality Assurance during each monthly meeting and monthly progress report.

**Task 2.4 QAPP and Crosswalk Submission (if a QAPP is required)**

If the Grantee’s scope of EIO exceeds that which is covered by CEO’s PQAPP, Antero Group will develop a QAPP and associated QAPP Crosswalk for EPA approval. Antero Group will submit these documents to CEO for review, and CEO will provide feedback for Antero Group to incorporate prior to EPA submission. CEO will then submit the final QAPP/QAPP Crosswalk to EPA.

**Task 2.5 Annual QAPP Review (if a QAPP is required)**

If Antero Group has developed a QAPP, we will conduct a formal annual review of the QAPP using the EPA QAPP Crosswalk to confirm the information is still accurate or identify and describe any changes to the approved QAPP. QAPP Crosswalks and/or revised QAPP will be submitted to EPA no later than 60 calendar days prior to the anniversary of the EPA QAPP approval date. In order to provide CEO time to evaluate the Grantee’s annual QAPP review, Antero Group will submit the QAPP Crosswalk and, if applicable, the revised QAPP to CEO at least 90 calendar days prior to the anniversary of the EPA QAPP approval date.

**Task 2.6 Ongoing QAPP QA Monitoring (if a QAPP is required)**

In addition to the formal annual review, Antero Group will regularly review the QAPP and track minor changes as needed. This includes reporting on Quality Assurance during each monthly meeting and monthly progress report.

**TASK 2 DELIVERABLES:**

- **2.1 SAP Submission:** Supplemental Assurance Plan
- **2.2 Annual SAP Review:** Supplemental Assurance Plan with updates, as needed
- **2.3 Ongoing SAP QA Monitoring:** Quality Assurance Reports
- If QAPP is required:
  - 2.4 QAPP and Crosswalk Submission
  - 2.5 Annual QAPP Review
  - 2.6 Ongoing QAPP QA Monitoring

**Task 3: Advance Milestones towards Policy Adoption**

Antero will support the advancement of the Mobility and Land Use Integration Policy and preparing for its implementation. Antero Group will develop detailed implementation toolkits, design standards (such as multimodal street typologies and NACTO), and a phased implementation and capital investment roadmap.

*Task 3.1 Policy Milestones and Comprehensive Implementation Planning*

Antero Group will develop the draft Mobility and Land Use Integration Policy framework. Activities include conducting technical analysis related to multimodal transportation, land use integration, implementation feasibility, and development of policy direction and implementation priorities.

Antero Group will also prepare preliminary implementation planning materials, including identification of capital investment needs, implementation sequencing considerations, and policy guidance concepts.

Antero Group will draft a Mobility and Land Use Integration Policy framework; a technical analysis memorandum; preliminary implementation planning recommendations; and initial policy guidance concepts and implementation priorities.

*Task 3.2 Public Engagement Plan for Policy Development*

Antero Group will manage Public Outreach and Communication to support policy development and implementation planning. Activities include:

- Launching and maintaining a branded project webpage,
- Producing accessible printed and digital materials,
- Hosting public town halls,
- Conducting targeted stakeholder meetings, and
- Gathering public and agency feedback throughout the task 3 period.

*Task 3.3 Implementation Toolkit, Design Standards, and Draft Policy Refinement.*

Antero Group will prepare detailed implementation tools and supporting policy materials based on the draft framework developed in Task 3.1 and feedback received through Task 3.2. Activities include development of multimodal street typologies, design standards, implementation toolkits, and phased implementation strategies.

Antero Group will also prepare a draft capital investment roadmap and implementation guidance materials for review by project partners and stakeholders.

*Task 3.4 Legal Review, Interagency Coordination, and Policy Refinement*

Antero Group will conduct enhanced legal and policy review of draft implementation materials and policy recommendations. Activities include incorporating feedback gathered from local governments, regional agencies, transportation partners, residents, and stakeholders into final policy recommendations and implementation priorities. Antero Group will facilitate interagency coordination meetings and policy workshops with partner jurisdictions and agencies and finalize implementation tools, design standards, and policy guidance materials.

*Task 3.5 Formal Adoption of Policy Framework*

Antero Group will support the formal adoption process for the Mobility and Land Use Integration Policy framework and associated implementation materials. Activities include:

- Preparation of final presentation materials,
- Coordination with decision-makers and partner agencies,
- Facilitation of public hearings or adoption meetings as applicable,
- Incorporation of final revisions requested during the adoption process, and
- Preparation of final adopted policy documents and implementation materials.

Antero Group will also support communication of adopted policies and implementation priorities to stakeholders and the public.

*Task 3.6 Task Continuation Work Request*

Antero Group shall submit a Task Continuation Work Request using a template provided by CEO via email to the CEO PM and submit any associated documentation and/or publicly available hyperlinks as requested by CEO indicating completion of deliverables outlined in Tasks 3.1 - 3.5 with the Task Continuation Work Request.

**TASK 3 DELIVERABLES:**

- **3.1 Policy Milestones and Comprehensive Implementation Planning:** Mobility and Land Use Integration Policy framework; a technical analysis memorandum; preliminary implementation planning recommendations; and initial policy guidance concepts and implementation priorities.
- **3.2 Public Engagement Plan for Policy Development:** Project webpage; Printed and digital communication materials; Meeting Minutes; Summary of stakeholder and public feedback
- **3.3 Implementation Toolkit, Design Standards, and Draft Policy Refinement:** Draft Capital Investment Roadmap; Draft Implementation Guidance

- **3.4 Legal Review, Interagency Coordination, and Policy Refinement:** Revised Implementation Guidance materials
- **Task 3.5 Formal Adoption of Policy Framework:** Final presentation materials; Final Adopted Policy Documents
- **Task 3.6 Task Continuation Work Request:** Task Continuation Work Request (CEO template)

## Phase 2

### Task 4: Project Implementation

After CEO approves the Task Continuation Work Request, the Antero Group will execute the physical and operational elements of the project as defined in the Implementation Action Plan. Antero Group will coordinate and manage contracts for necessary implementation elements.

#### *Task 4.1 Project Implementation and TDM System Employment*

Antero Group oversee and manage the physical and operational elements of the project as defined in the Implementation Action Plan, which involves four major components:

- A. Targeted Safety and Americans with Disabilities Act (ADA) Improvements will be achieved by filling all gaps in existing sidewalks (500–1,000 linear feet), installing 3–5 curb extensions, and raising 4–8 crosswalks to ensure comprehensive ADA compliance.
- B. For Mobility Hub Implementation, Grand Lake will complete surface improvements (e.g., paving), install solar lighting and accessibility features, and deploy amenities, including long-term bike storage and an e-Bike sharing facility, to operationalize the Mobility Hub. Antero Group will work with Grand Lake to procure contractor services.
- C. Antero Group will address Regulatory and Wayfinding Signage by designing and installing a townwide, consistently branded regulatory and comprehensive visitor wayfinding network. Finally,
- D. Antero Group will undertake Multimodal Path Design and Construction to complete the design of and construct the full Multimodal Path and Hiker's Paths connections, including supporting infrastructure (drainage, lighting, snow-storage), linking the Mobility Hub to downtown, trailheads, and the waterfront.

#### *Task 4.2 Performance Evaluation and Statewide Replication Models*

Antero Group will conduct an Existing Conditions Analysis by deploying temporary automated traffic counters and parking monitors to collect multi-week peak-season data for refining baseline Vehicle Miles Traveled (VMTs) and idle-time estimates. Following this analysis, Antero Group will engage in Policy Development and Adoption by conducting expanded policy analysis and technical modeling to quantify the VMT and Greenhouse Gas (GHG) impacts of proposed policies, including Complete Streets, Transportation Demand Management (TDM), parking reform, and affordable housing. This begins with monitoring, performance evaluation, and dashboard, where Antero Group will repeat peak-season observations post-implementation to analyze changes in parking occupancy, queue duration, idling time, and peak-period vehicle activity. Antero Group will convert these findings to measured VMT and CO<sub>2</sub> reductions using EPA factors and develop a simple performance dashboard to track seasonal results.

Following this, Antero Group will create the Gateway Community Toolkit (Statewide Demonstration) by preparing a concise and comprehensive toolkit that documents the adopted policies, model ordinance language, implementation costs and timelines, measured VMT and GHG outcomes, and operational guidance. This toolkit will be prepared for distribution through CEO and CDOT to support policy replication in similar rural gateway communities.

*Task 4.3 Public Engagement Plan for Implementation Activities*

Antero Group will conduct extensive public and stakeholder engagement through a dedicated plan and various consultation activities to gather input on potential impacts associated with implementation activities. Antero Group proposes the following engagement activities:

- Five (5) Stakeholder meetings
- One (1) online survey
- Two (2) Public Meetings
- Two (2) pop-up events

Antero Group will develop professionally and consistently branded engagement materials, facilitate participation opportunities, document feedback received throughout the process, and incorporate stakeholder input into project recommendations, planning documents, and implementation strategies. Public engagement efforts will be designed to ensure transparent communication, equitable participation, and meaningful collaboration among residents, businesses, community organizations, local governments, agency partners, and other interested stakeholders.

**TASK 4 DELIVERABLES:**

- **4.1 Project Implementation and TDM System Deployment:** Regulatory and Wayfinding Signage Plan; Multimodal Path Design
- **4.2 Performance Evaluation and Statewide Replication Model:** Existing Conditions Analysis; Gateway Community Toolkit
- **4.3 Public Engagement Plan for Implementation Activities: Workshop Materials; Survey; Summary of Public and Stakeholder Feedback**

# ASSUMPTIONS AND CLARIFICATIONS

In preparation for this proposal, we have made the following Assumptions and Clarifications:

- The Town will appoint a primary point of contact for the project.
- Antero Group will not begin work on any element of this project without prior written approval of a Purchase Order from the Town.
- Antero Group reserves the right to select vendors and contractors for various elements of this project.
- Design, concepts, and related work will be done on publicly owned land.
- Site access will be permitted for Antero Group and its vendors within normal business hours, roughly 7am to 7pm.
- Any site under consideration for this project is assumed to have no environmental, historical, or other concerns that may inhibit the ability to perform the proposed work, especially as it relates to construction.
- Antero Group is permitted to communicate with local, state, and county entities, as needed.
- Antero Group may, at its discretion, engage surveyors, geotechnical engineers, environmental professionals, and transportation engineers to support this project.
- Project prioritization and selection will be done by the Town, with Antero Group advising.
- The Town and Antero Group will adhere to CEO Accelerator grant requirements.
- Town staff will be available for regular coordination meetings and review of materials, including implementation updates, code language, and reporting documents.
- Federal and State transportation guidelines, including Americans with Disabilities Act, will guide design processes.
- Antero Group will select contractors through a competitive Request for Qualifications and will negotiate and hold contracts on behalf of the Town for construction elements of the project.
- Reporting requirements, including compliance documentation will align with current State of Colorado grant guidance and may be adjusted if State requirements change.
- Reports will summarize activities and outcomes based on information available at the time of preparation and will not include audited financial or development data.
- The scope assumes a steady level of effort over the project term; significant changes in priorities, workload, or additional requests may require a scope amendment.
- Deliverables will be provided in digital format unless otherwise requested by the Town.

## SCHEDULE

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Antero anticipates that the services associated with this Contract will be completed within 24 months of project award. We understand this project will need to be completed within the designated grant guidelines, which may alter the schedule.

## FEE PROPOSAL

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Antero Group proposes to complete this scope of work on a Lump Sum basis for \$2,135,000. A detailed breakdown of tasks will be distributed on contract award. For each phase of work, Antero Group will issue a Purchase Order, including vendor fees, for approval prior to commencement of the scope item.

Project fees are based on the Scope of Work included herein. Should conditions change, including new information, project schedule, scope of work, or other project elements, we will work with the Client to modify this proposal accordingly. Work outside of the above Scope of Work will be completed on a time and materials basis according to the attached Fee Schedule. All work will be summarized in a monthly invoice, issued electronically to the Client on the first Friday of each month. Payment within 30 days of the invoice date is appreciated. Antero Group may adjust its project Fee Schedule on an annualized basis on January 1st.

# AUTHORIZATION

Should this contract meet your expectations, please authorize by signing in the space provided below. Authorization of this contract indicates compliance with the attached Terms and Conditions. Alterations to this contract may only be made with the consent of both the Antero Group and the Client.

We appreciate this opportunity to work with Grand Lake on the Project. Should you have any questions regarding this proposal, please feel free to call or email, 773-403-5137, [eneagu@anterogroup.com](mailto:eneagu@anterogroup.com).

Sincerely,



Eric Neagu, PE, LEED AP, AICP  
CEO and Managing Principal  
The Antero Group, LLC  
[www.anterogroup.com](http://www.anterogroup.com)

Attachments:   General Terms and Conditions  
                      Fee Schedule  
                      W9

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

Eric V. Neagu, PE, LEED AP, AICP  
\_\_\_\_\_  
Print Name

June 2, 2026  
\_\_\_\_\_  
Date



**ANTERO GROUP STANDARD TERMS AND CONDITIONS OF CONSULTANT SERVICES**

1. All sales of consultant services, design services, detail drawing services, consulting and training services, and inspection and analysis services by Antero Group (collectively referred to herein as “Consultant Services”) are subject to the following terms and conditions (“Terms”) (together with Antero Group’s proposals, quotations and/or acknowledgments, the “Agreement”). All proposals, quotations or acknowledgments issued by Antero Group are an offer to sell Consultant Services pursuant to these Terms. Antero Group’s provision of any Consultant Services is expressly conditioned on Client’s assent to these Terms. Client’s acceptance of any proposals, quotations or acknowledgments issued by Antero Group shall constitute Client’s assent to these Terms. Any additional, inconsistent or different terms contained in any documentation submitted by Client are hereby rejected by Antero Group and shall not become part of this Agreement or any provision of Consultant Services to Client unless expressly accepted in writing by an authorized representative of Antero Group. No waiver or modification of these Terms shall be binding on Antero Group unless expressly authorized in writing by Antero Group and the Client.
2. SCOPE. The scope of work for the Consultant Services to be provided to Client is specifically set forth in the proposal, quote, or acknowledgment submitted to Client by Antero Group. If Client requests a change in the scope of the Consultant Services to be provided, Antero Group reserves the right to revise delivery schedules and make an equitable adjustment to the price. Client acknowledges and agrees that Antero Group provides the Consultant Services only and is not providing or participating in the provision of any product(s). Antero Group will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.
3. CLIENT OBLIGATIONS. Client shall make available in a timely manner at no charge to Antero Group all drawings, technical data, measurements, or other information and resources within client’s possession or control as reasonably required by Antero Group for the performance of the Consultant Services. Client shall also provide Antero Group access to Client’s site as reasonably necessary for the performance of the Consultant Services. Client will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Client. Antero Group is not responsible for obtaining any rights of way or easement on third party property if such is required by any governmental authority in connection with the review or approval of submittals, including any Deliverables identified in the Scope of Work. Client hereby represents and warrants to Antero Group that Client will not commence work or proceed with unfinished work at the Site unless and until Client has obtained insurance for commercial general liability, commercial auto, and workers’ compensation insurance.
4. PRICES/TAXES. Prices for the Consultant Services are subject to escalation in the event of an increase in costs associated with the project. Unless otherwise stated or agreed, Antero Group’s prices do not include

sales, use, or similar taxes.

5. **PAYMENT TERMS.** Standard payment terms are net 30 days for creditworthy Clients. For all orders greater than \$50,000, progress payments will normally be required as specified in the quotation. Antero Group reserves the right to suspend and withhold Consultant Services in the event of late payment by Client unless and until all outstanding balances have been paid by Client. Antero Group may, from time to time, update its Fee Schedule. The original project Fee Schedule is binding for projects completed on a time and materials basis. For projects contracted on a Lump Sum basis, any updated Fee Schedules shall be reflected on the invoice to the Client. All subconsultants shall include a TWENTY PERCENT (20%) markup for administrative and other related costs.
6. **LIMITED WARRANTY.** Antero Group will provide the Consultant Services in accordance with generally accepted professional Consultant practices using reasonable care and skill consistent with that ordinarily exercised by members of the profession under similar conditions. However, due to the nature of the Consultant Services being provided, Antero Group cannot fully guarantee the success of Client's project. **AS SUCH, EXCEPT AS SET FORTH IN THIS SECTION, ANTERO GROUP MAKES NO WARRANTIES OR GUARANTEES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO THE CONSULTANT SERVICES FURNISHED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.**
7. **REMEDY FOR BREACH OF THE LIMITED WARRANTY.** The parties acknowledge and agree that the Consultant Services are being provided by Antero Group with the expectation that Antero Group is not assuming any financial or operational risks of the Client. In the event Antero Group commits an error with respect to or incorrectly performs the Consultant Services, Antero Group shall use commercially reasonable efforts to correct such error or re-perform such Consultant Services at no cost to Client. Client acknowledges that its sole and exclusive remedy, and Antero Group's sole and exclusive liability, for any defect or error in the Consultant Services shall be correction, re-performance or substitution of such services by Antero Group.
8. **LIMITATION OF LIABILITY. IN NO EVENT SHALL ANTERO GROUP'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE CONSULTANT SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATING TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL PRICE PAID BY CLIENT FOR THE CONSULTANT SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL ANTERO GROUP BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR BUSINESS INTERRUPTION OR LOSS OF USE OF EQUIPMENT, HOWEVER CAUSED ARISING FROM OR RELATING TO THE CONSULTANT SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**
9. **DELIVERY/FORCE MAJUERE.** Antero Group shall have no liability for delays or any other breach of its obligations resulting from an Act of God, weather, war, riot, explosion, accident, epidemic, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of Antero Group.
10. **CANCELLATION, SUSPENSION OR DELAY.** Client may cancel an order for Consultant Services upon written

notice to Antero Group and payment of an agreed upon cancellation charge, which shall include all costs incurred by Antero Group prior to the cancellation plus a reasonable profit. A purchase order may be suspended or delayed by Client with Antero Group's prior written consent. If Antero Group agrees to a suspension or delay, Client shall reimburse Antero Group for all costs incurred up to the date of such suspension or delay, plus a reasonable profit. All other costs related to and risks incidental to resumption of the Services shall be borne by Client. If, without prior notice to and consent by Antero Group, the owner of the Site or Client suspends (A) Antero Group's work or (B) any work at the Site which impedes Antero Group's work, then Antero Group shall be compensated for services performed prior to notice of such suspension. If any suspension or impediment of Antero Group's work lasts for more than 30 cumulative days for reasons other than fault of Antero Group, then Antero Group may terminate this Agreement by giving not less than three business days' notice, in which case Antero Group shall be paid for all work performed, reimbursed for all costs incurred, plus a reasonable profit.

11. ANTERO GROUP'S PROPERTY. Except as otherwise specifically set forth in the scope of work provided as part of the proposal or quotation, all documents, including drawings, specifications, computer files, electronic media, data, Consultant calculations, notes, and other documents and instruments prepared or furnished by Antero Group (collectively the "Documentation") are the property of Antero Group and the Client. Antero Group shall retain all common law, statutory and other reserved rights, including copyright, applicable to the Documentation. Antero Group grants Client a revocable, non-transferable, non-sublicensable, royalty-free license to use the Documentation to the extent required to make reasonable use of the Consultant Services for the contracted purpose during the term of this Agreement. The Documentation is not intended or represented to be suitable for use on any other project. Any reuse of the Documentation without written verification or adaptation by Antero Group for the specific purpose intended is strictly prohibited.
12. INTELLECTUAL PROPERTY RIGHTS. Each party shall retain ownership of all intellectual property it had prior to commencement of the Consultant Services. However, Antero Group shall own exclusively all rights in any ideas, inventions, or works of authorship (collectively "Inventions") created in or resulting from the Consultant Services, including but not limited to all patent rights, copyrights, moral rights, rights in proprietary information, trademark rights and other intellectual property rights, and Client will execute assignments as necessary to achieve that result. Antero Group grants Client a revocable, non-transferable, non-sublicensable, royalty-free license to use such Inventions to the extent required to make reasonable use of the Consultant Services for the contracted purpose during the term of this Agreement.
13. UNAUTHORIZED CHANGES. Antero Group shall have no liability to Client for changes made to the Documentation by Client without Antero Group's prior written approval.
14. INDEMNITY. *To the extent allowable under applicable law, Client will defend, indemnify, and hold Antero Group, its members, managers, shareholders, officers, and employees (collectively, the "Antero Parties")* harmless from and against any and all claims, suits, actions, damages, losses, obligations, costs, fees, charges, and any other expenses whatsoever (including reasonable attorneys' fees) arising out of (a) the provision of the Consultant Services by Antero Group under this Agreement, including without limitation claims related to Antero Group's use of Client supplied drawings, measurements, data, or any other information provided by Client that is used in performing the Consultant Services or (b) the unauthorized use or modification of Documentation by Client or any person or entity that acquires or obtains

Documentation from or through Client without the written authorization of Antero Group or (c) injury, death, or property damage suffered or incurred in connection with work performed, directed, or supervised by Client, its employees and subcontractors or by the owner of the Site. However, the foregoing is not intended to require Client to indemnify Antero Parties (i) for claims of personal death or injury or property damage caused by defects in plans, designs or specifications prepared by Antero Group or Antero Group's negligence or (ii) for claims arising from gross negligence or willful misconduct of Antero Group. Antero Group shall have the right, at its election, to choose and/or approve defense counsel or to participate in Client's defense or settlement of any such claim through counsel of Antero Group's choosing. Client shall not enter into any settlement affecting Antero Group's rights or imposing obligations upon Antero Group without Antero Group's signed written consent.

15. **COMPLIANCE WITH LAWS.** The parties agree to comply with all applicable federal, state, or local laws in connection with the Consultant Services being provided pursuant to this Agreement.
16. **ASSIGNMENT.** Client may not assign the Agreement between Antero Group and Client without the prior written consent of Antero Group.
17. **THIRD-PARTY BENEFICIARIES.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Antero Group. Antero Group's Consultant Services are being performed solely for Client's benefit, and no party or entity shall have any claim against Antero Group because of this Agreement or the performance or nonperformance of the Consultant Services.
18. **ARBITRATION.**
  - a. Any and all claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association currently in effect, such arbitration to be held in Chicago, Illinois, unless the parties mutually agree otherwise. The number of arbitrators shall be three (3). Cost of arbitration shall be divided evenly, unless determined otherwise through the arbitration process.
  - b. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by applicable statutes of limitations or the limitations of Section 18(e) below, whichever occurs sooner.
  - c. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joined or in any other manner, an additional person or entity not a party to this Agreement except by written consent of Antero Group, Client and any other person or entity sought to be joined.
  - d. The award tendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

- e. Notwithstanding the above, all claims, whether based upon contract, tort, breach of warranty, professional negligence (including errors, omissions or other professional acts), or otherwise, shall be deemed waived unless made by the Client in writing and received by Antero Group within one (1) year after Client reasonably knew or should have known of its existence, but in no event, shall such claim be asserted by Client later than two (2) years after Antero Group's completion of Consultant Services with respect to which the claim is made.
19. CHOICE OF LAW. This Agreement and all matters arising out of or relating hereto are governed by, and construed in accordance with, the laws of the State of Illinois, without regard to the conflict of laws principles thereof.
20. INDEPENDENT CONTRACTORS. Each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.
21. SEVERABILITY. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
22. CONFIDENTIALITY. Each party that receives Confidential Information (as defined below) of the other party shall hold such Confidential Information in confidence and shall not disclose or use such Confidential Information for any purpose, except to the extent necessary to fulfill its obligations under this Agreement or expressly authorized under this Agreement, and except that a party may disclose such Confidential Information to its employees and/or agents who have a need to know such Confidential Information for purposes of fulfilling its obligations under this Agreement. Such employees and/or agents shall be obligated to hold such information in confidence in accordance with the terms of this section. The term "Confidential Information" means all confidential and proprietary information disclosed by one party to the other party, including, without limitation, all business and financial information, pricing information, Documentation, Inventions and other materials (and in each case in whatever form maintained, whether documentary, computerized, electronic, oral or otherwise, and whether or not marked or otherwise identified as "confidential" or "proprietary"). The obligations set forth in this section do not apply if and to the extent the receiving party establishes that such information is: (i) already lawfully known to the receiving party without an obligation to the disclosing party to keep it confidential, (ii) independently developed by the receiving party without the use of the disclosing Party's Confidential Information, as clearly and convincingly evidenced by written record, (iii) is or becomes generally known to the public or the trade without breach of this Agreement, (iv) lawfully obtained from a third party without obligation to keep it confidential, or (v) required to be disclosed by applicable law, rule, regulation or legal process, provided that the receiving party shall first have given written notice to the disclosing party to enable the disclosing party to make a reasonable effort to obtain a protective order. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been

destroyed. The provisions of this section will survive any expiration or termination of this Agreement.

23. ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between Client and Antero Group and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Client and Antero Group. The Client and the individual executing this Agreement on behalf of Client represent to Antero Group that said individual is authorized to bind Client to this Agreement.



1631 W. Walnut Street  
 2nd Floor  
 Chicago, IL 60612

**GENERAL FEE SCHEDULE 2026**

Corporate Officer	\$265.00/hr
Principal	\$250.00/hr
Director	\$235.00/hr
Senior Project Manager	\$225.00/hr
Project Manager	\$205.00/hr
Senior Project Engineer	\$185.00/hr
Project Engineer	\$170.00/hr
Engineer III	\$160.00/hr
Engineer II	\$140.00/hr
Engineer I	\$125.00/hr
CAD Manager	\$170.00/hr
Senior CAD Designer	\$155.00/hr
CAD Designer	\$120.00/hr
Senior Planner	\$155.00/hr
Planner II	\$135.00/hr
Planner I	\$125.00/hr
Grants Specialist	\$125.00/hr
Creative Specialist	\$125.00/hr
Planning Technician	\$105.00/hr
Administrative	\$85.00/hr
Direct Costs	Cost + 10%
Printing	Cost + 15%
Subcontract Services	Cost + 15%
Mileage	Government Rate

This General Fee Schedule is for reference purposes only. Select project fees may vary depending on the nature of the project. In all cases, Antero Group is open to discussing project fees and can develop client-specific fee schedules for select clients.

Form **W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	<b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>The Antero Group, LLC</b>	
	<b>2</b> Business name/disregarded entity name, if different from above.	
	<b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>	
	<b>5</b> Address (number, street, and apt. or suite no.). See instructions. <b>369 Woody Dunes Ct.</b>	Requester's name and address (optional)
	<b>6</b> City, state, and ZIP code <b>Porter, IN 46304</b>	
<b>7</b> List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>	
<b>or</b>	
<b>Employer identification number</b>	

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person <i>Eric V. Meeg</i>	Date <i>01/05/2026</i>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



**TOWN OF GRAND LAKE**  
STAFF REPORT

**TO** Mayor & Trustees                      **FROM** Steve Kudron, Town Manager                      **DATE** June 8, 2026

**ACTION TYPE:**  Action Requested     Information Only

**RE: Portal Crossing Subdivision – Developer Request for Reimbursement of Additional Improvement Costs at 505 Grand Avenue**

**BACKGROUND**

The Portal Crossing Subdivision is located at 505 Grand Avenue within the Town of Grand Lake. As a condition of subdivision approval, the developer was required to complete certain right-of-way (ROW) improvements. The developer received approval on the original civil drawings and proceeded to construct the improvements in accordance with that approval.

In May 2025, previous Town Public Works Director Matthew Reed-Tolonen directed the developer to undertake additional work consisting of a grade change and retaining wall construction at the site. The developer complied with this direction and incurred significant additional costs as a result.

**DEVELOPER’S REQUEST**

The developer’s project manager has submitted a formal request for reimbursement of the additional expenses incurred as a direct result of the Town’s direction to deviate from the originally approved civil drawings. The developer contends that the additional work was unnecessary under the original approval and that the changes were imposed at the insistence of Town staff after construction was already underway.

The following additional expenditures were incurred for the grade change and retaining wall work required by previous Town Public Works Director Matthew Reed-Tolonen (Required Changes, May 2025):

Vendor / Description	Amount
Core Engineering	\$5,627.50
Azimuth Survey	\$760.00
Azimuth Survey	\$430.00
Ascent Group Engineering	\$390.00
Premier Concrete	\$7,560.00
Acord Asphalt (difference – prior approval vs. last-minute change)	\$16,738.40
Ritz Builders	\$35,855.96
Rocky Point Builders	\$8,950.00
CRT Rental	\$2,337.12
CRT Rental	\$1,370.56
Flinstone Gravel	\$14,848.49
Flinstone Gravel	\$137.41
Panoramic Irrigation	\$4,000.00
J & L Excavation	\$2,870.00
Scott Zweifel	\$3,600.00

The Tree Farm	
B & J Plumbing	\$2,800.00
Overhead, Insurance, Comp	\$19,187.63
<b>Subtotal</b>	<b>\$129,089.57</b>
<i>Less: Materials furnished by Town (deduction)</i>	<i>(\$11,396.61)</i>
<b>Net Amount Requested</b>	<b>\$117,692.96</b>

**STAFF ANALYSIS**

Staff acknowledges that the direction provided by previous Town Public Works Director Matthew Reed-Tolonen in May 2025 represented a material departure from the previously approved civil drawings. The additional work — including grade changes, retaining wall construction, and related engineering and material costs — was performed by the developer in direct response to that direction and would not have been required under the original approval.

A deduction of \$11,396.61 has been identified for materials furnished by the Town in connection with the additional work, reducing the net reimbursement claim to \$117,692.96. Staff has reviewed the submitted cost schedule and finds the itemized expenses consistent with the scope of work directed by the previous Town Public Works Director.

Staff does not make a recommendation as to the specific amount of reimbursement, as this involves a policy judgment regarding the extent of the Town’s responsibility for costs arising from staff-directed plan changes. Staff respectfully presents this matter to the Board of Trustees for its determination.

**SUGGESTED MOTIONS**

The Board may consider one of the following motions:

**Option 1 – Full Reimbursement (Net Amount)**

*“I move to approve reimbursement to the developer of the Portal Crossing Subdivision in the amount of \$117,692.96, representing the net additional expenses incurred as a result of the Town’s direction to modify the originally approved civil drawings, and to authorize the Town Manager to execute any documents necessary to effectuate said payment.”*

**Option 2 – Full Reimbursement (Gross Amount)**

*“I move to approve reimbursement to the developer of the Portal Crossing Subdivision in the amount of \$129,089.57, representing the full additional expenses incurred as a result of the Town’s direction to modify the originally approved civil drawings, and to authorize the Town Manager to execute any documents necessary to effectuate said payment.”*

**Option 3 – Partial Reimbursement**

*“I move to approve partial reimbursement to the developer of the Portal Crossing Subdivision in the amount of \$ \_\_\_\_\_, in recognition of the additional costs attributable to the Town’s direction to modify the originally approved civil drawings, and to authorize the Town Manager to execute any documents necessary to effectuate said payment.”*

**Option 4 – Denial of Reimbursement**

*“I move that the Town of Grand Lake decline to reimburse the developer of the Portal Crossing Subdivision for the additional expenses submitted in connection with the grade change and retaining wall construction at 505 Grand Avenue.”*

Steve 8  
BOT

Grand Sunset LLC  
Portal Crossing Development  
Grand Lake, Colorado 80447

May 8, 2026

Steve,

This is again our written request for reimbursement promised to us by the Town for the Right of Way costs requested by Town staff. It has been close to 8 months since the first request with no headway.

If you foresee an appearance in front of the board then schedule it promptly.

Resolution and payment is requested within 14 days from this letter.

Sincerely,

Jim Kreutzer

Project Manager

Portal Crossing Subdivision

Combined ROW Costs of Improvements

Portal Crossing Subdivision

November 4, 2025

Previously completed improvements	\$262,183.33
Completed improvements per Mathew Reed- Tolonen	129,089.57
Total	\$391,272.90

## Cost of Improvements Schedule

Grading	\$4,000.00
Road Base delivery and gravel \$395.00 per load x 15 loads	5,925.00
Topsoil - \$800.00 per load x 4 loads	3,200.00
Sod - \$.63 x 2,400 square feet + delivery fee \$500.00	2,012.00
Sprinkler system	4,000.00
Gravel pathways	300.00
Trees - 6 / 16' evergreen trees + freight \$1,200.00	19,200.00
Benches	800.00
Concrete (light poles)	1,100.00
J Bolts	442.12
Sonotube	425.56
Light poles (per text from Kim and Matt)	19,400.00
Electric service	7,500.00
Electrical installation per 7 poles (\$2,746.99 less if 4 poles)	16,831.00
Concrete Boardwalk installed	64,159.00
Concrete Boardwalk to be installed 90' x 8'4" x \$21.50	16,118.55
Rebar \$9.60 @ 185 pieces	1,776.00
8x8 treated beams 300'	4,009.10
Asphalt	81,600.00
Striping	1,385.00
Labor 2 men @ 80 hours each x \$50.00 per hour =	8,000.00
 Total	 \$262,183.33

Additional expenditure list for grade change and retaining wall construction per Town Superintendent (Mathew Reed-Tolonen) at 505 Grand Avenue (Portal Crossing Subdivision)

Required Changes May, 2025

Core Engineering	\$5,627.50
Azimuth Survey	760.00
Azimuth Survey	430.00
Ascent Group Engineering	390.00
Premier Concrete	7,560.00
Acord asphalt (difference between prior approval and last minute change)	16,738.40
Ritz Builders	35,855.96
Rocky Point Builders	8,950.00
CRT Rental	2,337.12
CRT Rental	1,370.56
Flinstone Gravel	14,848.49
Flinstone Gravel	137.41
Panoramic Irrigation	4,000.00
J & L Excavation	2,870.00
Scott Zweifel	3,600.00
The Tree Farm	1,122.50
B & J Plumbing	2,800.00
Overhead, Insurance, Comp	19,187.63
Total	\$129,089.57

\*Deduction for materials furnished by town after Town participation (-) \$11,396.61



# TOWN OF GRAND LAKE

STAFF REPORT

**TO**  
Mayor & Trustees

**FROM**  
Steve Kudron, Town Manager

**DATE**  
June 8, 2026

**ACTION TYPE:**  Action Requested  Information Only

**RE: Portal Crossing Subdivision – Request to Release LERP Units for Market Rate Sale**

## BACKGROUND

The Portal Crossing Subdivision, developed by Grand Sunset LLC, is a mixed-use development located at 505 Grand Avenue, Grand Lake, CO 80447. As a condition of approval, the project was required to provide workforce housing under the Town’s Local Employee Residency Plan (“LERP”) program. The Town and Grand Sunset LLC formalized these obligations through an “Agreement to Waive Certain Fees Associated with Affordable Housing” dated February 14, 2022 (“the Agreement”).

Under the Agreement, six (6) units within the Portal Crossing development were designated as LERP units, to be sold at an initial price of \$310,000 per unit, subject to the terms of the Town’s LERP Guidelines and attainable housing deed restriction. In exchange for these commitments, the Town waived or credited the following fees on behalf of the developer:

Fee / Credit Item	Amount
Water tap fees (6 LERP units, Municipal Code §10-1-8)	\$39,000.00
Attainable housing fee refund (Municipal Code §12-10-1)	\$8,340.50
Use tax returned (Municipal Code §4-3-28)	\$12,500.00
Water usage fees (waived until each unit is occupied)	Variable
7% land dedication / fee-in-lieu (Municipal Code §12-9-2)	Waived
<b>Total Identified Cash / Credit Value</b>	<b>\$59,840.50</b>

The Agreement further distinguishes between two tiers of LERP commitment. Two of the six units are permanently deed restricted under the LERP Guidelines (Section 9(h)). The remaining four units — Units 104, 105, 106, and 107 — were subject to a nine-month sale window from the date of each unit’s certificate of occupancy at the \$310,000 LERP price (Section 9(i)). If those four units did not sell within that window, the Agreement contemplated the developer paying the waived water tap and water usage fees and thereafter being entitled to sell at fair market value free of LERP restrictions. Importantly, Section 8 of the Agreement provides that “in no case shall there be fewer than two (2) LERP units within the Development for any reason.”

## DEVELOPER’S REQUEST

By letter dated May 8, 2026, Grand Sunset LLC formally requested the removal of all six LERP units from the program, citing a lack of buyer demand and the burden the unsold units place on the company and the subdivision. The developer indicated it is in the process of amending the Declaration of Covenants for the subdivision to remove LERP involvement, and noted its willingness to pay all fees credited at the time of permitting in the amount of \$59,840.50 as required by the Agreement. The developer requested prompt action given the approaching summer selling season.

**ANALYSIS AND OPTIONS**

Staff has identified three distinct options for the Board’s consideration. The first two respond to the developer’s request in whole or in part; the third would maintain the current LERP obligations.

**Option A – Approve Release of the Four Conditional LERP Units (Units 104, 105, 106, and 107)**

This option authorizes the conversion of Units 104, 105, 106, and 107 to market rate sales, consistent with the mechanism already contemplated in Section 9(i) of the Agreement. The two permanently deed-restricted units would remain subject to LERP requirements, satisfying the Section 8 minimum of two LERP units.

**Benefits**

- Consistent with the Agreement’s existing framework, which anticipated this outcome if units did not sell within nine months of their certificate of occupancy.
- Developer pays all waived water tap and usage fees associated with the four units upon conversion, recovering value to the Town’s water enterprise fund.
- Market rate pricing increases the likelihood the units sell and are occupied, contributing to the Town’s overall housing inventory.
- Preserves two deed-restricted LERP units in the development, maintaining a minimum affordable housing presence.

**Challenges**

- Reduces workforce housing supply in the development from six units to two.
- May be perceived as a retreat from the Town’s workforce housing commitments, particularly given Resolution 21-21 declaring a workforce housing crisis.
- Does not fully satisfy the developer’s request to remove all LERP obligations.

**Option B – Approve Release of All Six LERP Units (Full Developer Request)**

This option authorizes the conversion of all six LERP units to market rate sales, including the two permanently deed-restricted units. Granting this request in full would require a formal amendment to the Agreement to waive the Section 8 minimum of two LERP units, and the developer would pay all fees identified in the Agreement totaling \$59,840.50.

**Benefits**

- Fully resolves the developer’s stated burden and may facilitate timely project completion and occupancy of all units.
- The Town recovers the full \$59,840.50 in previously waived fees, including those associated with the two permanently restricted units.
- Adding market rate housing units to the inventory may benefit overall housing availability in the community.
- Avoids potential conflict with a developer who has expressed frustration and an intent to amend subdivision declarations regardless.

**Challenges**

- Eliminates all affordable/workforce housing in the Portal Crossing development and requires a formal amendment to the Agreement.
- Directly contradicts Section 8 of the Agreement and sets a precedent that LERP obligations, including permanent deed restrictions, can be negotiated away after the fact.
- Undermines the stated purpose of the original fee waivers, which were expressly conditioned on the construction and sale of LERP housing to address the Town’s declared workforce housing crisis.
- May signal to future developers that attainable housing commitments are not enforceable, weakening the LERP program’s utility as a planning tool.
- Staff recommends the Board consult with Town Attorney prior to executing any amendment modifying the permanently deed-restricted units.

**Option C – Deny the Request and Maintain All Six LERP Obligations**

This option declines the developer’s request and holds Grand Sunset LLC to the full terms of the February 2022 Agreement, including the LERP sales price and deed restrictions on all six units.

**Benefits**

- Fully upholds the Town’s attainable housing commitments and the terms negotiated in exchange for fee waivers.

- Sends a clear signal that LERP agreements will be enforced, preserving program integrity for future development.
- Consistent with Resolution 21-21 and the Town’s stated workforce housing goals.

**Challenges**

- If genuine buyer demand does not exist at the \$310,000 LERP price, units may remain vacant indefinitely, providing no housing benefit to the community.
- The developer has indicated intent to amend subdivision declarations regardless, which may create legal uncertainty and require Town enforcement action.
- Does not resolve the underlying market demand problem acknowledged by the developer.

**STAFF RECOMMENDATION**

Staff recommends the Board approve Option A – the release of Units 104, 105, 106, and 107 to market rate sale – conditioned upon the developer’s payment of all applicable water tap and water usage fees associated with those four units prior to or concurrent with any market rate listing or sale. This approach is consistent with the mechanism already embedded in the Agreement, recovers meaningful fee revenue to the water enterprise fund, and preserves two deed-restricted LERP units as the Agreement requires. Staff does not recommend granting the full six-unit release at this time without further review by the Town Attorney of the implications of amending the permanent deed restrictions.

**SUGGESTED MOTIONS**

**If the Board chooses Option A:**

*“I move to authorize the release of Portal Crossing Units 104, 105, 106, and 107 from the Local Employee Residency Plan obligations set forth in the Agreement to Waive Certain Fees Associated with Affordable Housing dated February 14, 2022, conditioned upon Grand Sunset LLC’s payment of all waived water tap fees and water usage fees associated with those four units as provided in Section 9(i) of the Agreement, and to direct the Town Manager to coordinate preparation of any documents necessary to effectuate such release.”*

**If the Board chooses Option B:**

*“I move to authorize the release of all six Portal Crossing LERP units from the Local Employee Residency Plan obligations set forth in the Agreement to Waive Certain Fees Associated with Affordable Housing dated February 14, 2022, conditioned upon Grand Sunset LLC’s payment of all waived and credited fees totaling \$59,840.50 as identified in the Agreement, and to direct the Town Manager and Town Attorney to prepare an amendment to the Agreement reflecting this release and to return to the Board for final approval of said amendment.”*

**If the Board chooses Option C:**

*“I move to deny the request of Grand Sunset LLC to release Portal Crossing LERP units from the requirements of the Agreement to Waive Certain Fees Associated with Affordable Housing dated February 14, 2022, and to direct the Town Manager to notify the developer of the Board’s decision and to advise that the Town intends to enforce the terms of the Agreement.”*

Grand Sunset LLC  
Portal Crossing Subdivision  
  
Grand Lake, Colorado 80447

May 8, 2026

Steve,

Per the numerous conversations over the last year, we are formally requesting the removal of "All" of the units from the LERP program.

We tried to supply the Town with quality low-income housing for sale with no apparent desire for use from the community.

There has been no positive response from anyone. It is becoming an undesirable burden on our company and subdivision.

We are in the process to amend the "Declarations" of the subdivision to remove the LERP involvement in the project.

Hopefully we can accomplish this task without any Planning Commission and Board Meetings as previously discussed with you. If not, please immediately schedule those meetings as the summer selling season is Fastly approaching.

Grand Sunset will pay "All" water tap, use tax, and affordable housing fees that were credited at time of permitting in the amount of \$59,840.50 per the "Agreement to Waive Certain Fees Associated with Affordable Housing agreement dated February 14, 2022.

We expect prompt response to this request.

Sincerely,

Grand Sunset LLC  
Portal Crossing Subdivision

**Agreement to Waive Certain Fees Associated with Affordable Housing  
(Portal Crossing Development)**

**THIS AGREEMENT** to waive certain fees associated with affordable housing is entered into this 14th day of February, 2022, by and between the Town of Grand Lake, Colorado, a Colorado statutory municipality, (the "Town"), and Grand Sunset, LLC ("the Developer").

**WHEREAS**, the Developer is the owner of certain real property generally referred to as 505 Grand Avenue, Grand Lake, CO 80447, and more particularly described on **Exhibit A**, attached hereto ("the Property"); and

**WHEREAS**, the Developer has submitted to the Town, *inter alia*, an application for construction of mixed commercial and residential uses in connection with the Property ("the Application") for a development that is known as the Portal Crossing Development; and

**WHEREAS**, the Board of Trustees approved the application subject to the conditions set forth in Section 9., below

**WHEREAS**, pursuant to the Grand Lake Municipal Code, as part of the Application for a Subdivision the Developer is generally obligated to, among other things, dedicate a portion of the Property as public open space or to pay a fee in lieu of such dedication, and to pay water tap fees and water usage fees associated with the development ("the Developer's Obligation"); and

**WHEREAS**, the Town previously approved Resolution 21-21 declaring a workforce housing crisis in order to encourage the expedited development of affordable housing; and

**WHEREAS**, the Town Board of Trustees desires to encourage and facilitate the Developer's Project, which includes provisions for workforce housing to address the critical need for workforce or attainable housing, and therefore the Town Board believes it is in the best interest of the public to waive certain fees and dedication requirements under certain conditions.

**NOW THEREFORE, IN MUTUAL CONSIDERATION OF THE RIGHTS AND OBLIGATIONS SET FORTH HEREIN, THE ADEQUACY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:**

In connection with the six (6) Local Employee Residency Plan ("LERP") units that are to be built pursuant to Grand Lake Municipal Code Section 12-10-3 as part of the Portal Crossing project:

1. The Use Tax that would otherwise be paid prior to issuance of any building permit pursuant to Municipal Code Section 4-3-28 need not be paid by Developer until Developer requests the first certificate of occupancy for any unit within the Portal Crossing Development.
2. The 7% land dedication or fee in lieu for parks and schools pursuant to Section 12-9-2 of the Grand Lake Municipal Code is waived for the entire Portal Crossing Development, as the

PK

Board of Trustees finds the nature of the project is unlikely to generate an increased need for schools or have an impact on the Town's parks and recreation facilities.

3. The Town's water tap fees pursuant to Grand Lake Municipal Code Section 10-1-8, in the amount of \$39,000.00 associated with the six (6) LERP units, are waived with the Town to transfer this amount from its attainable housing fund to the water enterprise fund.
4. The Town's water usage fees pursuant to Chapter 10, Article I of the Grand Lake Municipal Code associated with each LERP Unit will be waived until the unit is occupied.
5. The attainable housing fee required by Grand Lake Municipal Code Section 12-10-1, previously paid by the Developer in the amount of \$8,340.50 will be refunded to Developer in light of Developer's construction of LERP units.
6. Use tax previously paid by Developer pursuant to Section 4-3-28 of the Grand Lake Municipal Code in the amount of \$12,500 will be returned to Developer, with any use tax to be paid prior to issuance of Certificate of Occupancy. (see 1., above)
7. If any of the LERP units are subsequently sold or intended to be sold by Developer at fair market value, prior to such sale Developer shall pay the water tap fees and the water usage fees that are otherwise waived for that unit as provided in Sections 3 and 4, above.
8. In no case shall there be fewer than two (2) LERP units within the Development for any reason.
9. The Parties acknowledge and agree the foregoing reductions, refunds, waivers, and other benefits to the Developer are expressly conditioned on conformance with the conditions of approval of the Development, including, but not limited to:
  - a. Prior to issuance of additional building permits within the development the Developer will record with the Grand County Clerk and Recorder a deed restriction for attainable housing on the parcel, in a form reviewed and approved by the Town.
  - b. Master Declarations must be submitted by the Developer to the Town for its review and approval prior to issuance of any certificates of occupancy.
  - c. Lots 9-14 must be consolidated prior to issuance of any further building permits. This condition was satisfied by approval of Resolution No. 03-2022.
  - d. No lots or units may be sold and no certificate of occupancy will be issued for any lot or unit until the property has been consolidated and subdivided. This condition was satisfied by approval of Resolution No. 03-2022.
  - e. In light of the trend toward smaller dwelling units and the demand for such units in the Grand Lake area, the Town finds that the Town's standards for minimum square footage in its LERP Guidelines have not been revised for several years to reflect such changes and therefore

grants a variance of the minimum square footage requirement under the Town's LERP Guidelines for one bedroom units, by reducing them from 750 square feet to 600 square feet.

f. Six units within the development will be LERP units upon completion.

g. The six LERP Units will be sold as part of the Portal Crossing development for the initial sales price of \$310,000, subject to the terms and conditions of the LERP Guidelines and the attainable housing deed restriction.

h. Two of the six LERP Units will be permanently deed restricted as provided in the LERP Guidelines and the attainable housing deed restriction, including the provisions of Section 4 of the Town's Requirements and Guidelines that allow the Developer and the Town to re-evaluate and adjust the sales price in the event the two units do not sell.

i. The other four of the six LERP Units (Units 104, 105, 106, and 107) will be permanently deed restricted pursuant to the provisions of the attainable housing declaration, provided they sell with nine months of issuance of the certificate of occupancy for each unit. During such nine month period following issuance of the certificate of occupancy for each of Units 104, 105, 106, and 107 the sales price shall remain at \$310,000 and shall not be increased or decreased. For any of the four Units 104, 105, 106, and 107 that do not sell within such nine month period, (1) Developer shall pay water tap and water usage fees waived by the Town associated with the unsold unit, and (2) upon payment of such fees, Developer will be entitled to sell the unit at fair market value and such unit will no longer be subject to the provisions of the Town's LERP Guidelines.

10. **Governing Law and Venue.** The laws of the State of Colorado shall govern this Agreement, and the exclusive venue for any legal proceeding arising out of this Agreement shall be Grand County, Colorado.

11. **Assignment.** This Agreement shall not be assigned by either Party, in whole or in part, without the prior written authorization of the other Party.

12. **No Third-Party Beneficiaries.** There are no intended third-party beneficiaries to this Agreement.

13. **Governmental Immunity.** Nothing herein shall be construed as a waiver of any of the protections or immunities the Town, or its employees, officials or attorneys may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

14. **Notices.** Notices under this Agreement shall be sent to the following:

**TOWN**  
Town of Grand Lake  
Attention Town Manager  
John Crone  
1026 Park Ave.

P.O. Box 99  
Grand Lake, CO 80447  
jcrone@toglco.com

with a copy to:

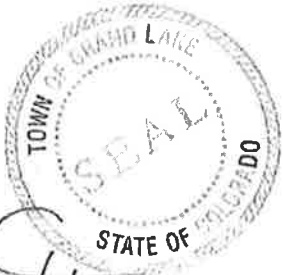
Krob Law Office, LLC  
Dan Krob  
8400 E. Prentice Ave., Penthouse  
Greenwood Village, CO 80111  
dan@kroblaw.com

**DEVELOPER**

Grand Sunset, LLC

Grand Lake, CO  
80447

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals as of the day and year first written above.



(SEAL)

TOWN OF GRAND LAKE, COLORADO  
A municipal Corporation

[Signature]  
Steve Kudron, Mayor

4/11/22  
Date

ATTEST:

[Signature]  
Jennifer Thompson, Town Clerk

4/11/22  
Date

DEVELOPER

Grand Sunset LLC

Patricia Kneuf, manager 4-11-22  
BY: manager Date



<b>TO</b> Mayor & Trustees	<b>FROM</b> Steve Kudron, Town Manager	<b>DATE</b> June 8, 2026
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**ACTION TYPE:**  Action Requested     Information Only

**RE: Justification for Enactment of Municipal Water Conservation Measures**

**BACKGROUND**

The Board of Trustees is asked to formally enact water conservation measures for the Town of Grand Lake. As the community situated at the headwaters of the Colorado River — a system sustaining communities, ecosystems, and agriculture across seven states and into Mexico — Grand Lake carries both a unique opportunity and a profound responsibility to lead by example. Shadow Mountain Reservoir and Grand Lake are integral components of the Colorado-Big Thompson Project, one of the West’s most significant water diversion systems. Water here is a finite shared resource under increasing strain from population growth, prolonged drought, and the long-term effects of climate change on Colorado’s snowpack and river flows.

<p><b>Colorado River Basin — Key Facts</b></p> <ul style="list-style-type: none"> <li>• Serves over 40 million people in 7 states and Mexico</li> <li>• \$1.4 trillion in annual economic activity</li> <li>• River flows have declined ~20% since 2000</li> <li>• Grand Lake feeds the Colorado-Big Thompson Project, serving 1M+ Front Range residents</li> <li>• Lake Powell and Lake Mead near historic lows</li> </ul>	<p><b>Why Grand Lake Must Lead</b></p> <ul style="list-style-type: none"> <li>• Headwaters community — our actions set the tone for the Colorado River Basin</li> <li>• Rocky Mountain National Park relies on well-managed water systems</li> <li>• Aligns with Town’s existing sustainability commitments</li> <li>• Formal policy strengthens grant eligibility</li> <li>• Proactive measures prevent mandatory drought restrictions</li> </ul>
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**STEWARDSHIP, LEADERSHIP, AND LONG-TERM RESILIENCE**

Grand Lake is surrounded by Rocky Mountain National Park, Arapaho National Recreation Area, and Roosevelt National Forest. The Town’s identity is inseparable from these landscapes, and the health of these ecosystems is directly tied to the availability and quality of water within them. A formal water conservation ordinance or resolution demonstrates that Grand Lake’s commitment to the land around us extends to the water within us.

The Board’s recent MOU with the Grand Resource & Recycle Coalition reflects a community that takes sustainability seriously as a matter of civic character. Municipalities across Colorado are increasingly adopting tiered water rates, irrigation restrictions, and efficiency standards. Grand Lake — as a headwaters community and gateway to protected public lands — is well-positioned to model responsible resource management for mountain communities. A formal conservation framework also positions the Town favorably for state and federal grant programs and reduces exposure to mandatory emergency cutbacks during drought conditions.

**PROPOSED CONSERVATION MEASURE FRAMEWORK**

Staff recommends the Board adopt a resolution establishing a Water Conservation Policy for the Town of Grand Lake, to include the elements below. Specific implementation details, rate structures, and enforcement mechanisms would be developed by staff and returned to the Board for subsequent action.

Conservation Element	Purpose / Description
<b>Voluntary Conservation Stage</b>	Public education and outreach encouraging efficient water use year-round
<b>Outdoor Irrigation Restrictions</b>	Designated watering days/hours during peak summer to reduce system demand
<b>Leak Detection &amp; Infrastructure Review</b>	Annual review of Town water system for losses and efficiency opportunities
<b>New Development Efficiency Standards</b>	Water-efficient fixtures and landscaping required in new construction
<b>Drought Response Stages</b>	Mandatory reduction triggers aligned with state drought monitor designations
<b>Public Reporting</b>	Annual water use summary presented to the Board and posted publicly

**FISCAL NOTE**

Adoption of a Water Conservation Policy has no direct fiscal impact at this time. Staff will return to the Board with any proposed rate structure changes, program costs, or enforcement mechanisms as part of subsequent implementation actions. The Town may become eligible for state and federal grant funding upon formal adoption of a conservation policy, which could offset future implementation costs.

**STAFF RECOMMENDATION**

Staff recommends that the Board of Trustees adopt the accompanying Resolution establishing a Water Conservation Policy for the Town of Grand Lake. This action affirms the Town’s identity as a headwaters community, honors our collective commitment to stewardship of the parks and forests that define Grand Lake, and positions the Town as a proactive conservation leader in the Colorado River Basin. Staff is available to answer any questions prior to or at the June 8, 2026 Board meeting.

**SUGGESTED MOTION**

*“I move to adopt the Resolution establishing a Water Conservation Policy for the Town of Grand Lake, and to direct Town staff to develop and return to the Board with specific implementation details, including rate structures, enforcement mechanisms, and any associated ordinance amendments necessary to effectuate the policy.”*

**TOWN OF GRAND LAKE  
BOARD OF TRUSTEES**

**RESOLUTION NO. 48-2026**

**A RESOLUTION ESTABLISHING A WATER CONSERVATION POLICY FOR THE TOWN  
OF GRAND LAKE, COLORADO,  
AFFIRMING THE TOWN’S ROLE AS A HEADWATERS COMMUNITY AND STEWARD OF  
THE UPPER COLORADO RIVER  
WATERSHED, AND DIRECTING IMPLEMENTATION OF WATER CONSERVATION  
MEASURES**

**WHEREAS**, the Board of Trustees of the Town of Grand Lake, Colorado (“the Board”), pursuant to Colorado statute, is vested with the authority to administer the affairs of the Town of Grand Lake (“the Town”) and to adopt policies in the public interest; and,

**WHEREAS**, the Town of Grand Lake is situated at the headwaters of the Colorado River system, with Grand Lake and Shadow Mountain Reservoir serving as integral components of the Colorado-Big Thompson Project, which delivers water to more than one million Front Range residents and supports agricultural operations throughout northeastern Colorado; and,

**WHEREAS**, the Colorado River and its tributaries collectively supply water to over 40 million people in seven U.S. states and the Republic of Mexico, and the long-term health of this shared resource is of vital importance to the region, the nation, and the communities downstream of Grand Lake; and,

**WHEREAS**, documented long-term trends including prolonged drought, reduced snowpack, and increased temperatures in the Colorado River Basin have placed mounting pressure on available water supplies, making proactive municipal water conservation an essential component of responsible governance in the upper watershed; and,

**WHEREAS**, the Town is surrounded by Rocky Mountain National Park, the Arapaho National Recreation Area, and Roosevelt National Forest, and the health of these protected lands and their riparian ecosystems is directly tied to sound stewardship of the water resources within and flowing through the Town; and,

**WHEREAS**, the Board of Trustees recognizes that the Town’s identity as a gateway community to world-class protected public lands carries with it a responsibility to manage the Town’s natural resources — including its water — in a manner consistent with the long-term ecological health of the surrounding parks and forests; and,

**WHEREAS**, the Town has demonstrated a consistent commitment to sustainability and environmental stewardship through initiatives including the establishment of a Pay As You Throw trash facility and the recent approval of a Memorandum of Understanding with the Grand Resource & Recycle Coalition for the operation of a community recycling drop-off station; and,

**WHEREAS**, the Board finds that establishing a formal Water Conservation Policy is consistent with the Town’s values, advances the Town’s role as a conservation leader among Colorado mountain communities, and serves the best interests of the Town’s residents, businesses, visitors, and the broader Colorado River Basin community; and,

**WHEREAS**, the Board finds that the adoption of a Water Conservation Policy is a necessary and appropriate exercise of the Town’s authority, and that the measures contemplated herein are reasonable, equitable, and in the public interest;

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

1. The Board of Trustees hereby adopts and establishes a Water Conservation Policy for the Town of Grand Lake, affirming the Town’s commitment to the responsible stewardship of water as a finite and shared resource originating at the headwaters of the Colorado River.
2. The Town’s Water Conservation Policy shall be guided by the following principles: (a) recognition of Grand Lake’s unique position as a headwaters community within the Colorado River Basin; (b) commitment to the ecological health of Rocky Mountain National Park, the Arapaho National Recreation Area, Roosevelt National Forest, and the riparian systems they encompass; (c) proactive conservation as a means of sustaining water availability for current and future residents, businesses, and visitors; and (d) leadership among Colorado mountain municipalities in adopting and modeling effective water stewardship practices.
3. The Town Manager is directed to develop and present to the Board of Trustees, within ninety (90) days of adoption of this Resolution, a Water Conservation Implementation Plan that shall include, at a minimum: (a) a voluntary conservation and public education program; (b) seasonal outdoor irrigation guidelines; (c) a tiered drought response framework with defined trigger thresholds and mandatory conservation stages; (d) a review of water system infrastructure for loss detection and efficiency improvements; (e) water efficiency standards applicable to new construction and major renovation within the Town; and (f) an annual public water use report to be presented to the Board of Trustees.
4. The Town Manager is authorized to pursue state and federal grant opportunities, cooperative agreements with Grand County, the Colorado River District, the Northern Colorado Water Conservancy District, and other entities to support the implementation of water conservation measures and related infrastructure investments.
5. This Resolution shall take effect immediately upon adoption and shall be incorporated into the Town’s planning, budgeting, and policy development processes as a statement of the Board’s priorities and values with respect to water resource stewardship.

**DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 8TH DAY OF JUNE 2026.**

Votes Approving:  
 Votes Opposing:  
 Votes Abstaining:  
 Absent:

(SEAL)

**ATTEST:**

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

\_\_\_\_\_  
Christina Bergquist, Mayor



# TOWN OF GRAND LAKE

STAFF REPORT

**TO**  
Mayor & Trustees

**FROM**  
Steve Kudron, Town Manager

**DATE**  
June 8, 2026

**ACTION TYPE:**  Action Requested  Information Only

**RE: Consultant Services Contract – Antero Group, LLC – Grand Lake Housing Action Plan & Comprehensive Plan Elements (HPLN H26-066)**

## BACKGROUND

The Town of Grand Lake has been actively working to address the workforce and attainable housing challenges facing our community. More than 74% of housing units in Grand Lake are second homes, limiting year-round housing supply and contributing to workforce shortages, higher prices, and a strained local economy. Addressing this issue requires a data-driven, community-focused approach that positions the Town for meaningful and lasting housing solutions.

Antero Group, LLC has been instrumental in supporting the Town’s housing planning efforts through previous work completed under the Colorado Department of Local Affairs (“DOLA”) Local Planning Capacity (LPC) grant program. Their familiarity with Grand Lake’s housing conditions, data, and regulatory framework makes them uniquely suited to continue this work into the next phase.

On May 14, 2026, DOLA awarded the Town a Housing Planning (HPLN) Grant in the amount of \$90,000 under Grant No. HPLN-H26066. This grant program, established by SB24-174 (C.R.S. §24-32-3701 – 24-32-3711), provides funding to help local governments develop actionable and compliant housing action plans and comprehensive plan elements. The State of Colorado Intergovernmental Grant Agreement was executed on June 5, 2026, with a performance period running through January 31, 2028.

## SCOPE OF WORK

Following the grant award, Staff solicited and negotiated a contract with Antero Group to complete the scope of work required under the grant. The contract proposes three coordinated tasks on a lump sum basis for \$90,000:

**Task 1 – Project Management**  
Project management, grant administration support, meeting facilitation (three public meetings and five coordination meetings), document library maintenance, and monthly reporting throughout the project.

**Task 2 – Housing Action Plan (HAP)**  
Development of a six-year Housing Action Plan consistent with DOLA guidance, including data collection and analysis, housing typology demand modeling, strategy development, and an implementation strategy that includes policy recommendations, a project website, and a residential development opportunities summary.

**Task 3 – Strategic Growth Element (SGE)**  
Development of a Strategic Growth Plan as a new element of the Town’s Comprehensive Plan, including an existing conditions assessment, housing capacity analysis, water supply element, and infrastructure alignment plan that directs growth toward areas where housing can be efficiently supported.

**FISCAL NOTE**

The Town is required under the grant to provide a 25% local match. The contract is structured on a lump sum basis with Antero Group invoicing monthly. Antero Group anticipates completing the scope of work within 8–10 months, consistent with the grant’s December 31, 2026 deadline for Comprehensive Plan elements and the overall January 31, 2028 grant expiration. The Town match is budgeted from existing appropriations.

Funding Source	Amount
DOLA HPLN Grant (H26-066)	\$90,000
Town Local Match (25%)	\$30,000
<b>Total Project Budget</b>	<b>\$120,000</b>

**STAFF RECOMMENDATION**

Staff recommends that the Board of Trustees approve the Consultant Services Contract with Antero Group, LLC for the Grand Lake Housing Action Plan and Comprehensive Plan Elements, and authorize the Mayor to execute the contract on behalf of the Town. Antero Group’s established relationship with Grand Lake, proven expertise in housing planning, and deep familiarity with DOLA grant requirements make them the ideal partner to advance this critical housing initiative. The contract is fully funded through the DOLA HPLN grant, with the required Town match budgeted from existing appropriations.

**SUGGESTED MOTIONS**

**Motion to Approve:**

*“I move to approve the Consultant Services Contract between the Town of Grand Lake and Antero Group, LLC for the Grand Lake Housing Action Plan and Comprehensive Plan Elements (HPLN H26-066), in the lump sum amount of \$90,000, and to authorize the Mayor to execute the contract on behalf of the Town.”*

**Alternative Motion (Approve with Conditions):**

*“I move to approve the Consultant Services Contract between the Town of Grand Lake and Antero Group, LLC for the Grand Lake Housing Action Plan and Comprehensive Plan Elements (HPLN H26-066), in the lump sum amount of \$90,000, subject to any modifications approved by the Town Manager and Town Attorney, and to authorize the Mayor to execute the contract on behalf of the Town.”*

**Motion to Deny:**

*“I move to deny approval of the Consultant Services Contract between the Town of Grand Lake and Antero Group, LLC for the Grand Lake Housing Action Plan and Comprehensive Plan Elements.”*



**COLORADO**  
Department of Local Affairs  
Division of Local Government

May 14, 2026

The Honorable Christina Bergquist, Mayor  
Town of Grand Lake  
P.O. Box 99  
Grand Lake, CO 80447

RE: HPLN H25-066 - Grand Lake Housing Action Plan and Comp Plan Elements

Dear Mayor Bergquist:

Congratulations! After a thorough review, I am excited to offer a Housing Planning Grant (HPLN) award in the amount of \$90,000 to support the Grand Lake Housing Action Plan and Comp Plan Elements.

The HPLN grant program was established by SB24-174 (C.R.S. §§ 24-32-3701 – 24-32-3711) to support the efforts of local government and regional entities to develop actionable and compliant housing needs assessments (HNAs), housing action plans, and comprehensive plan elements.

Your project was reviewed based on a variety of scoring criteria, including readiness, local support, capacity, SB24-174 applicability, stakeholder engagement strategy, multijurisdictional efforts, and geographic diversity. [DOLA staff](#) are available to assist as needed with your project at any time. We support the design of your application and are excited to share your results with other local governments, regional entities, the Governor's Office, and the legislature.

The Program Manager, [Ashley Basham](#), will work with you on the contracting process to prepare your Grant Agreement. **Please refrain from spending grant funds until a grant agreement is executed.** Activities that occur before grant execution cannot be reimbursed. Grant agreements will be executed in the coming weeks. This award is

## State of Colorado Intergovernmental Grant Agreement

### Summary of Terms and Conditions

<p><b>State Agency</b> DEPARTMENT OF LOCAL AFFAIRS (DOLA)</p> <p><b>Grantee</b> Town of Grand Lake</p> <p><b>Project Number and Name</b> HPLN-H26066 - Grand Lake Housing Action Plan and Comp Plan Elements</p> <p><b>DLG Portal Number</b> HPLN-H26066</p> <p><b>CMS Number</b> 208798</p> <p><b>Grant Award Amount</b> \$90,000.00</p> <p><b>Retainage Amount</b> \$4,500.00</p> <p><b>Funding Account Codes</b> CTGG1 202600003683</p> <p><b>Phase Code</b> HL2564</p> <p><b>VCUST#</b> VC00000000014369</p> <p><b>Address Code</b> CN001, EFT</p>	<p><b>Performance Start Date</b> The later of the Effective Date or May 29, 2026</p> <p><b>Grant Expiration Date</b> January 31, 2028</p> <p><b>DOLA Program Manager</b> Ashley Basham, [REDACTED] ( [REDACTED] )</p> <p><b>DOLA Program Assistant</b> Alice Huang, [REDACTED] ( [REDACTED] )</p> <p><b>Program Name</b> Housing Planning Grant Program ( HPLN )</p> <p><b>Agreement Authority</b> Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. 24-32-3709(6)(a) (Housing Needs Planning Technical Assistance Fund) and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.</p>
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**Grant Purpose/Project Description**

The Project consists of developing a new Housing Action Plan and strategic growth and water supply elements in the Comprehensive Plan to identify and address the participating jurisdiction’s housing needs in Grand Lake, Colorado.

### **Exhibits and Order of Precedence**

The following Exhibits and attachments are included with this Agreement:

1. Exhibit B, Scope of Project
2. Exhibit G, Sample Option Letter

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §18 of the main body of this Agreement
2. Any properly executed Option Letter or Amendment
3. The provisions of the other sections of the main body of this Agreement
4. Exhibit B, Scope of Project

### Signature Page

The Signatories Listed Below Authorize this Grant

DEPARTMENT OF LOCAL AFFAIRS  
PROGRAM REVIEWER

STATE OF COLORADO  
Jared S. Polis, Governor  
DEPARTMENT OF LOCAL AFFAIRS  
Maria De Cambra, Executive Director

Signed by:

*Maulid Miskell*

590E1B45E7884A4...

By: Maria De Cambra, Executive Director

Signed by:

*Ashley B. Basham*

24C5B6A434C44AD...

By: Ashley Basham, HPLN Program Manager

Date: 6/1/2026 | 4:48 PM MDT

Date: 6/1/2026 | 11:19 AM MDT

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

Caleb Vester

Name: Controller Delegate

Signed by:

Caleb Vester

1B60C79585F74E7...

Signature: Controller Delegate

Effective Date: 6/5/2026 | 9:09 AM MDT

## 1. Grant

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “State”) hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “Grantee”) an award of Grant Funds in the amounts shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

## 2. Term

### A. Initial Grant Term and Extension

The Parties’ respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

### B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse

Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

### 3. Definitions

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. *Reserved.*
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in **Exhibit B**.
- E. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- F. *Reserved.*
- G. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- H. *Reserved.*
- I. **"Grant" or "Grant Agreement" or "Intergovernmental Grant Agreement"** means this agreement which offers Grant Funds to Grantee, including all attached Exhibits, all

documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

- J. **“Grant Funds” or “Grant Award Amount”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.
- K. **“Grant Expiration Date”** means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.
- L. **“Effective Date” or “Performance Start Date”** means the Performance Start Date shown on the first page of this Intergovernmental Grant Agreement. Work performed prior to the Effective Date is not eligible for reimbursement from Grant Funds.
- M. **“Exhibits”** means the exhibits and attachments included with this Grant as shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.
- N. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an Amendment, or an Option Letter.
- O. *Reserved.*
- P. *Reserved.*
- Q. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- R. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- S. **“Initial Term”** means the time period between the initial Performance Start Date and the initial Grant Expiration Date.
- T. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- U. *Reserved.*
- V. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of

birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

- W. *Reserved.*
- X. *Reserved.*
- Y. "**Services**" means the services to be performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- Z. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- AA. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD. *Reserved.*
- EE. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

FF. *Reserved.*

GG. *Reserved.*

HH. *Reserved.*

II. **“Work”** means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

JJ. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 4. Statement of Work

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

#### 5. Payments to Grantee

##### A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Intergovernmental Grant Agreement. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Performance Start Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

B. *Reserved.*

C. Matching Funds

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee’s laws or policies.

D. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Budget by providing Grantee with an executed Option Letter or formal amendment. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out and Deobligation of Grant Funds.

Grantee shall close out this Grant within 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee’s final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. Any Grant Funds remaining after submission and payment of Grantee’s final reimbursement request are subject to deobligation by the State.

F. Erroneous Payments.

The State may recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

**6. Reporting - Notification**

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close-out period described in **§5.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

**7. Grantee Records**

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall comply with all State and federal audit requirements. Grantee shall provide copies of audits to the State upon request.

**8. Confidential Information-State Records**

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure

agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Grantee, including, but

not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit E** on an annual basis. Grantee's duty and obligation to certify as set forth in **Exhibit E** shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

### **9. Conflict of Interest**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

### **10. Insurance**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

### **11. Breach of Agreement**

In the event of a breach of Agreement, the aggrieved Party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the

remedies as described in §12 for that party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

## 12. Remedies

### A. State's Remedies

In addition to any remedies available under any Exhibit to this Grant Agreement, if Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

#### I. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any term or condition of this Award, then the State may, in its discretion, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

The State may also terminate this Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

#### a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee

shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

**b. Payments**

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B**.

**c. Damages and Withholding**

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

**II. Remedies Not Involving Termination**

The State, in its discretion, may exercise one or more of the following additional remedies:

**a. Suspend Performance**

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs

in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

**b. Withhold Payment**

Withhold payment to Grantee until Grantee corrects its Work.

**c. Deny Payment**

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

**d. Removal**

Demand immediate removal of any of Grantee's employees, agents, or subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

**e. Intellectual Property**

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State (i) secure that right to use such work for the State and Grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the State.

**B. Grantee's Remedies**

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

**13. Dispute Resolution**

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in

writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

#### **14. Notices and Representatives**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §14.

#### **15. Rights in Work Product and Other Information**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

#### **16. Governmental Immunity**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

#### **17. General Provisions**

##### **A. Assignment**

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Intergovernmental Grant Agreement.

##### **B. Captions and References**

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Intergovernmental Grant Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. *Reserved.*
- ii. Grantee shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to  $\rho$ 24-85-103 C.R.S.
- iii. The State may require Grantee's compliance with the Accessibility Standards for Individuals with a Disability adopted by the Office of Information Technology pursuant to  $\rho$ 24-85-103 C.R.S. is determined and tested by a qualified third party selected by the State. The State may ask the Grantee to review the selection of the third party. Grantee shall be responsible for all costs associated with the third-party vendor's assessment. If Grantee is not in compliance as determined by the third-party vendor, at the State's request and at the State's direction, Grantee shall

promptly take all necessary actions to come into compliance using a State-approved vendor, at no additional cost to the State.

L. *Reserved*

**18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)**

A. Statutory Approval. §24-30-202(1) C.R.S.

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b); and the State's risk management statutes, §§24-30-1501, *et seq.*, C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Intergovernmental Grant Agreement.

Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void *ab initio*. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Grantee shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grantee, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

## EXHIBIT B - SCOPE OF PROJECT (SOP)

### 1. PURPOSE

**1.1. Housing Planning Grant Program.** The purpose of the Housing Planning Grant Program (HPLN) is to provide grants to local governments and regional entities to help them better understand their housing needs and to develop actionable and compliant Housing Needs Assessments (HNA), Housing Action Plans, and Comprehensive Plan elements.

### 2. DESCRIPTION OF THE PROJECT(S) AND WORK

**2.1. Project Description.** The Project consists of developing a new Housing Action Plan and strategic growth and water supply elements in the Comprehensive Plan to identify and address the participating jurisdiction's housing needs in Grand Lake, Colorado.

**2.2. Work Description.** The Town of Grand Lake (Grantee) will hire qualified consultants to:

- 1) Update an existing Housing Needs Assessment (HNA) to comply with SB24-174
- 2) Update an existing Housing Action Plan to comply with SB24-174
- 3) Create a new Housing Needs Assessment (HNA) to comply with SB24-174
- 4) Create a new Housing Action Plan to comply with SB24-174
- 5) Add a new Comprehensive Plan strategic growth element that complies with SB24-174
- 6) Update an existing Comprehensive Plan strategic growth element that complies with SB24-174
- 7) Add a new Comprehensive Plan water supply element that complies with SB24-174
- 8) Update an existing Comprehensive Plan water supply element that complies with SB24-174

Grantee will conduct a robust community engagement process that ensures participation by all key stakeholders, especially underrepresented voices, and residents or local workers who are considered housing cost-burdened. Grantee will complete quarterly performance metric reporting in a form provided by DOLA.

Additionally, at Project Closeout, a Final Informal Memo will be submitted that identifies the following: 1) a description of the Grantee's approach to completing the compliant Housing Needs Assessment, Housing Action Plan, and/or Comprehensive Plan strategic growth element; 2) the outcome of that effort, including whether the final documents were formally adopted and an assessment of how effective this approach has been; 3) confirmation of coordination with DOLA's Technical Assistance staff on the submission of

the HPLN-funded documents; 4) any other project outcomes that impacted the Grantee's HPLN-related goals; 5) a description of community engagement efforts; and 6) any lessons learned. Grantee will own all resulting documents.

**2.2.1.** A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

**2.3. Responsibilities.** Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

**2.3.1.** Grantee shall notify DOLA at least 30 days in advance of Project Completion.

**2.4. Recapture of Advanced Funds.** To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

**2.5. Eligible Expenses.** Eligible expenses shall include: consultant fees and Direct costs.

**2.5.1.** Direct costs are those that are identified as program-specific allowable costs of implementing the grant program objective.

**2.5.2.** Ineligible Expenses. Ineligible expenses shall include, but are not limited to: indirect overhead or general operating costs, site-specific studies, pre-development costs, lobbying, entertainment, food and beverage for public meetings, or other items not allowed under 2 CFR 200 Cost Principles. Grant Funds may not be used to cover legal costs for defense.

### 3. DEFINITIONS

#### 3.1. Project Budget Lines.

**3.1.1.** "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.

**3.2. "Substantial Completion"** means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

### 4. DELIVERABLES

**4.1. Outcome.** The final outcome of this Grant is a completed Housing Action Plan and strategic growth and water supply elements for the Town of Grand Lake, Colorado, which comply with SB24-174. In addition, a Final Informal Memo will be submitted to DOLA as a Final Report.

**4.2. Service Area.** The performance of the Work described within this Grant shall be located in the Town of Grand Lake, Colorado.

**4.3. Performance Measures.** Grantee shall comply with the following performance measures:

<b>Milestone/Performance Measure/Grantee will:</b>	<b>By:</b>
Begin procurement process or Contractor mobilization.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Provide DOLA with a copy of Grantee’s Consultant Agreement or its Scope of Work.	Within 14 days after the Effective Date of the Consultant’s subcontract(s).
Submit draft of Housing Action Plan and strategic growth and water supply elements to DOLA for courtesy review.	At least 30 days before a scheduled public hearing.
Submit Quarterly Pay Requests	<b>See §4.5.2 below</b>
Submit Quarterly Reports	<b>See §4.5.2 below</b>
Submit Project Final Report	March 17, 2028

**4.4. Budget Line Adjustments.**

**4.4.1. Grant Funds.** Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

**4.4.2. Other Funds.** Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2**, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in **§6.2** below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

**4.5. Quarterly Pay Request and Status Reports.** Beginning 10 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay

Requests and Status Reports are due within 10 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

**4.5.1.** For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

**4.5.2.** Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
2 <sup>nd</sup> (Apr-Jun)	2026	JULY 10, 2026*	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2026	October 10, 2026	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2026	January 10, 2027	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2027	April 10, 2027	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2027	JULY 10, 2027*	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2027	October 10, 2027	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2027	January 10, 2028	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2028	April 10, 2028	Yes	Yes

**\*State fiscal year runs July 1 - June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 10 annually.**

**4.6. DOLA Acknowledgment.** The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

**5. PERSONNEL**

**5.1. Responsible Administrator.** Grantee’s performance hereunder shall be under the direct supervision of Steve Kudron, Town Manager, (██████████), who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this **§5**. Such administrator shall be updated through the process in **§5.3**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

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**5.2. Other Key Personnel.** Ryan Peterson, Senior Project Manager at Antero Group, (██████████). Such key personnel shall be updated through the process in §5.3.

**5.3. Replacement.** Grantee shall immediately notify the State if any key personnel specified in §5 of this Exhibit B cease to serve. All notices sent under this subsection shall be sent in accordance with §14 of the Grant.

**5.4. DLG Program Manager:** Ashley Basham, (██████████), (██████████).

**5.5. DLG Program Assistant:** Alice Huang, (██████████), (██████████).

**6. FUNDING**

The State provided funds shall be limited to the amount specified under the “Grant Funds” column of §6.2, Budget, below.

**6.1. Matching/Other Funds.** Grantee shall provide at least 25% of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee’s contribution are noted in the “Other Funds” column of §6.2 below. Increases to Grantee’s contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or Exhibit B.

**6.2. Budget**

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Consultant Services	\$120,000	\$90,000	\$30,000	Grantee
	<b>Total</b>	<b>\$120,000</b>	<b>\$90,000</b>	<b>\$30,000</b>	

**7. PAYMENT**

Payments shall be made in accordance with this section and the provisions set forth in §5 of the Grant.

**7.1. Payment Schedule.** If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$85,500	Paid upon receipt of actual expense documentation and written Pay Requests from

		the Grantee for reimbursement of eligible approved expenses.
Final Payment	\$4,500	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
<b>Total</b>	<b>\$90,000</b>	

**7.2. Interest.** Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

**8. ADMINISTRATIVE REQUIREMENTS**

**8.1. Reporting.** Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

**8.1.1. Quarterly Pay Request and Status Reports.** Quarterly Pay Requests shall be submitted to DOLA in accordance with **\$4.5** of this **Exhibit B**.

**8.1.2. Final Reports.** Within 45 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

**8.2. Monitoring.** DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee’s pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

**8.2.1. Subgrantee/Subcontractor.** Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

**8.3. Bonds.** If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

**8.3.1. Bid Bond.** A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance

that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

**8.3.2. Performance Bond.** A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

**8.3.3. Payment Bond.** A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

**8.3.4. Substitution.** The bonding requirements in this **§8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

**9. CONSTRUCTION/RENOVATION.** The following subsections shall apply to construction and/or renovation related projects/activities:

**9.1. Plans & Specifications.** Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

**9.2. Procurement.** A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee’s specifications.

**9.3. Subcontracts.** Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

**9.4. Standards.** Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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HPLN-H26066 - Grand Lake Housing Action Plan and Comp Plan Elements

# STATE OF COLORADO CONTRACT MODIFICATION

## OPTION LETTER #Insert # Here

### SIGNATURE AND COVER PAGE

**State Agency**

Department of Local Affairs (DOLA)

**Grantee**

Insert Grantee's Full Legal Name

**Project Number and Name**

Insert DOLA's project number and name

**Option Letter CMS Number**

Insert CMS number for this Amendment

**Previous CMS #(s)**

Insert CMS number for orig Agreement, and any prior chg docs

**Program Name**

Housing Planning Grant Program

(Acctg Dropdwn HPLN)

**Funding Account Codes**

Enter CTGG1 number

**Phase Code**

Acctg enters Phase Code

**DLG Portal Number**

Insert DLG Portal number for this Project

**Current Grant Agreement Expiration Date**

Month Day, Year

**Prior Grant Agreement Expiration Date**

Month Day, Year

**Grant Amount**

Initial Award: \$0.00

Option Letter # and date effective/spendable:  
\$0.00

Option Letter # and date effective/spendable:  
\$0.00

Total Grant Amount: \$0.00

**DOLA Program Manager**

Ashley Basham, [REDACTED]  
([REDACTED])

**DOLA Program Assistant**

Alice Huang, [REDACTED]  
([REDACTED])

**STATE OF COLORADO**  
Jared S. Polis, Governor  
Colorado Department of Local Affairs

**STATE CONTROLLER**  
Robert Jaros, CPA, MBA, JD

\_\_\_\_\_  
By: Maria De Cambra, Executive Director

Date: \_\_\_\_\_

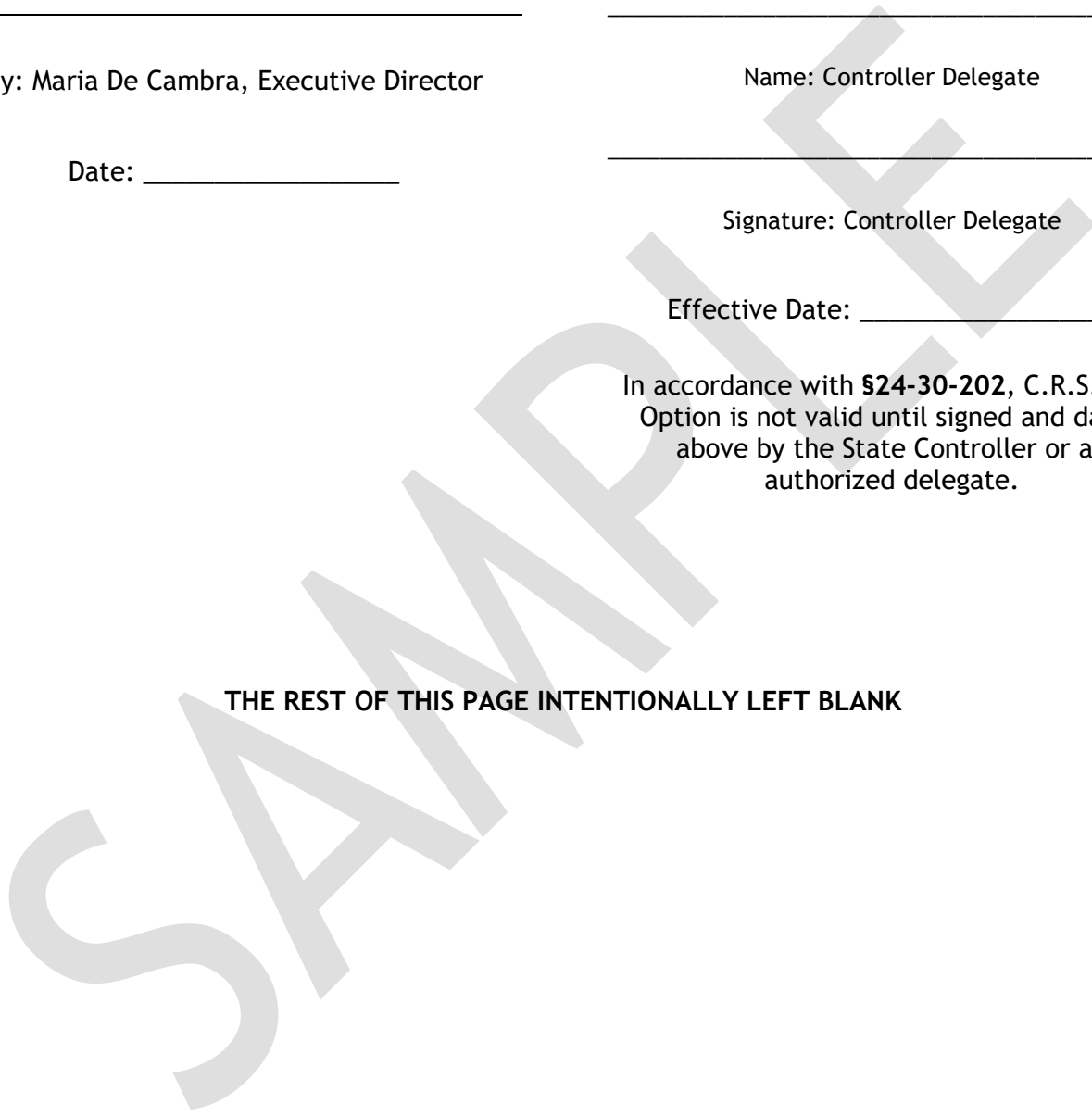
\_\_\_\_\_  
Name: Controller Delegate

\_\_\_\_\_  
Signature: Controller Delegate

Effective Date: \_\_\_\_\_

In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated above by the State Controller or an authorized delegate.

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HPLN-H26066 - Grand Lake Housing Action Plan and Comp Plan Elements

**1. OPTIONS.** Choose all applicable options listed in §1 and in §2:

- A.  Option to extend (use this option for Extension of Time)
- B.  Change in the Grant Award Amount within the current term (use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)
- C.  Budget Line Adjustment(s) reallocation of awarded Grant Funds to Budget Line(s) (use this Option to redistribute existing Grant Funds between budget lines)

**2. REQUIRED PROVISIONS.** All Option Letters shall contain the appropriate provisions set forth below:

- A. **For use with Option 1(A):** In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2 of Exhibit B** are deleted and replaced with the following:

<u>Milestone/Performance Measure:</u>	<u>By:</u>
Provide DOLA with baseline data on estimated review time for affordable housing projects. DOLA will provide the template.	Within 30 days after the Effective Date of this Intergovernmental Grant Agreement.
Begin procurement process or Contractor mobilization.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Provide DOLA with a copy of Grantee's Consultant Agreement or its Scope of Work.	Within 14 days after the Effective Date of the subcontract(s).
Begin Work.	Within ___ days after the Effective Date of the subcontract(s).
Documentation of efforts to explore, adopt, and/or implement	Within 30 days after the Policy adoption.

policies to expedite review of affordable housing.	
Submit draft of expedited review policy language to DOLA for courtesy review.	30 days prior to a scheduled public hearing.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

Quarter	Year	Due Date	Pay Request Due	Status Report Due
1 <sup>st</sup> (Jan-Mar)	2026	April 10, 2026	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2026	JULY 10, 2026*	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2026	October 10, 2026	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2026	January 10, 2027	Yes	Yes
1 <sup>st</sup> (Jan-Mar)	2027	April 10, 2027	Yes	Yes
2 <sup>nd</sup> (Apr-Jun)	2027	JULY 10, 2027*	Yes	Yes
3 <sup>rd</sup> (Jul-Sep)	2027	October 10, 2027	Yes	Yes
4 <sup>th</sup> (Oct-Dec)	2027	January 10, 2028	Yes	Yes

B. For use with Option 1(B): In accordance with Section 5(A)(i) of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and Grantee's Name, the State hereby exercises its option to **increase/decrease** Grant Funds awarded for this Project in an amount equal to amt of increase or (decrease), from beginning dollar amt to ending dollar amt. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to ending dollar amt. The Budget table in Section 6.2 and the Payment Schedule in Section 7.1, both of Exhibit B, are deleted and replaced with the following:

Budget Line(s)		Total Project	Grant	Other	Other Funds
Line #	Cost Category	Cost	Funds	Funds	Source
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
<b>Total</b>		<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	

Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
<b>Total</b>		

C. For use with Option 1(C): In accordance with Section 5(D) of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in Section 6.2 of Exhibit B is deleted and replaced with the following:

Budget Line(s)		Total Project	Grant	Other	Other Funds
Line #	Cost Category	Cost	Funds	Funds	Source
	Architectural/Engineering Services	\$ 0.00			Grantee

	Construction/Improvement of Public Roadways				Grantee
	<b>Total</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	<b>\$ 0.00</b>	

**3. OPTION LETTER EFFECTIVE DATE:**

The effective date of this Option Letter is upon approval of the State Controller or Month Day, Year, whichever is later.

SAMPLE



May 29, 2026

Mr. Steve Kudron  
Town Manager  
Town of Grand Lake  
Grand Lake, CO 80447

**Re: Contract for HPLN H25-066 – Grand Lake Housing Action Plan and Comp Plan Elements Consultant Services**

Dear Mr. Kudron:

Antero Group, LLC Antero") is pleased to submit this Contract to complete the Grand Lake Housing Action Plan and Comprehensive Plan Elements ("Project") as outlined in the recently awarded Housing Planning Grant Award, awarded May 14, 2026, by the Colorado Department of Local Affairs ("DOLA"). We understand this grant is intended to supplement the Town of Grand Lake's ("Grand Lake") efforts to better understand the community and position it for a mix of housing that meets the needs of residents now and into the future. We appreciate the opportunity to present this Contract and welcome the opportunity to expand our efforts with Grand Lake.

We have included below a Project Understanding, Scope of Work, Schedule, Assumptions and Clarifications, and Fee, in accordance with our understanding of the grant funding.

## PROJECT UNDERSTANDING

The Town of Grand Lake has been working to develop workforce housing that complements the community's residential mix. This grant-funded Project will build on current work under the Local Planning Capacity (LPC) Grant under Proposition 123 by providing for the following, as stated in the grant guidelines.

*The Housing Planning Grant Program provides grants to local governments and regional entities to help them better understand their housing needs and develop actionable and compliant housing needs assessments (HNAs), housing action plans, and comprehensive plans. SB24-174 (C.R.S. 24-32-3701 - 24-32-3711) created this grant program, which is funded by the Local Government Severance Tax Fund and the Local Government Mineral Impact Fund. The Community Development Office (CDO) within DOLA's Division of Local Government (DLG) manages this funding.*

The Town of Grand Lake applied for this funding due to its unique context: more than 74% of housing units in this rural resort area are second homes, limiting year-round housing supply and driving up prices. This has tipped the scales of affordability, lengthened commutes, led to persistent workforce shortages, and strained local businesses and the year-round economy. This Project will provide tailored, data-driven strategies to stabilize the community through advancing housing opportunities. We understand the Town seeks funding to complete two coordinated planning components, a **Housing Action Plan (HAP) and a Strategic Growth Element (SGE)**, for formal adoption. These tasks include.

- **Housing Action Plan (HAP)** - The Town will prepare a standalone HAP consistent with DOLA guidance.
- **Strategic Growth Element (SGE)** - The Town will prepare an SGE as a distinct, eligible component of the Comprehensive Plan in advance of the December 31, 2026, deadline. Work will be limited to housing-supportive growth planning and will exclude ineligible comprehensive plan elements.

## SCOPE OF WORK

Antero will complete the following Scope of Work under this Contract.

### Task 1: Project Management

Antero will provide project management support throughout this Project. For this Contract, this will include coordinating current and proposed housing projects to integrate them into the overall planning elements. It also includes supporting grant administration, municipal communication, and project oversight, such that municipal staff and elected officials are kept apprised of project status, needs, and next steps. Specific subtasks under this Task 1 include:

- **Meeting Management** - For this Project, we include three (3) public meetings and five (5) project coordination meetings, including a kickoff meeting. For each meeting, Antero will prepare:
  - Meeting agendas
  - Meeting minutes
  - Presentation materials
- **Project Schedule** - Antero will support overall project schedule development and maintenance to keep the Project on schedule relative to the grant requirements and municipal expectations.
- **Document Library** – Antero will maintain a document library for the duration of this project and provide it to the municipality at project conclusion. This library will include:
  - Ordinance Documentation
  - Collected Data
  - Past and Current Plans
  - Other relevant documentation was collected as part of this initiative.
- **Grant Support** – Antero will support grant reporting, compliance, and budget management throughout this Project. We will participate in relevant calls with the grantor as needed and communicate budget and schedule status monthly.
- **Reporting** – Antero will develop a monthly summary report of the municipality's activities. Additionally, a final report will be delivered that summarizes the findings of Tasks 1 and 2.

#### TASK 1 DELIVERABLES:

- Meeting Materials
- Grant Support Documents
- Public Presentation Materials
- Project Summary Report

### Task 2: Housing Action Plan

Antero will develop a Housing Action Plan with a six-year time horizon. The focus of this plan will be a data-driven understanding that builds on previous analysis funded by DOLA to advance an actionable plan that promotes the development or repurposing of housing throughout Grand Lake. This action plan will include underutilized parcels, especially those owned by the Town of Grand Lake or others seeking to develop, as well as the updating and modification of existing codes and guidelines that may need to be addressed to allow for greater flexibility in housing throughout the Town. This Task will include the following:

- **Data Collection and Analysis:** Utilizing previously collected data to quantify housing gaps, evaluate barriers to development, and assessing how current zoning and density impact housing production. This analytical work will include:
  - Collection and review of publicly available income data
  - Summary of housing stock throughout Town, including multi-family, accessory dwelling units, and detached single-family housing
  - Identification, to the extent possible, of the number of second homes, unoccupied, and occupied homes
  - Review of rental rates
  - Summary of short-term rentals and assessment of potential impact on overall housing market alternatives
  - A summary memorandum of findings will be developed and reviewed with Grand Lake to highlight findings and discuss next steps
  - GIS integration of collected data will be included
- **Strategy Development:** Using the collected data, identify and prioritize regulatory, policy, and programmatic tools, including ADU expansion, density incentives, and displacement mitigation strategies to increase housing supply and affordability.
- **Housing Action Plan:** The above three elements will be combined into a Housing Action Plan that meets the State of Colorado requirements while also providing for the unique needs of the Town of Grand Lake to supply a mix of housing and a clear path forward for the next 6 years. Key elements will include:
  - **Data summary:** A summary of relevant data.
  - **Housing Typology Demand Model:** This will highlight the various types of housing needed for Grand Lake
  - **Implementation strategy:** A strategy to realize housing needs will be developed. This will include:
    - Project Promotional materials
    - Recommended policy recommendations
    - Project Website that can be used to promote housing opportunities in Grand Lake. It is anticipated that this will be appended to current Town of Grand Lake web resources.
    - Residential development opportunities summary
    - Roles and responsibilities, as understood at the time of project completion

**TASK 2 DELIVERABLES:**

- Data Summary Memorandum
- Project website
- Strategic Alternative Memorandum
- Housing Action Plan Report

### **Task 3: Strategic Growth Element**

Antero will develop a Strategic Growth Plan that aligns with the State of Colorado's requirements. This plan will provide important updates to the Comprehensive Plan document, building on previous work. This will be advanced as follows:

- **Existing Conditions Assessment:** We will evaluate the existing housing stock, permitting fees, infrastructure capacities, and street grids to better understand constraints and opportunities within the Town of Grand Lake.
  - Data will be integrated into the Town's GIS grid
  - Tax data will be included to evaluate the real estate revenue implications of current and proposed housing opportunities

- Vacant and blighted land will be documented as potential housing opportunities
- **Housing Capacity Analysis:** Using the above information, we will develop a housing capacity analysis that outlines:
  - Workforce housing needs
  - Conceptual-level development costs and implementation timeline considerations: For this phase, we will model different rates of growth, including low-, mid-, and high growth rates as determined in conjunction with municipal officials
    - Additionally, we will examine historical housing adjustments in the Town and region, including Columbine and Shadow Mountain Lake areas, to determine realistic scenario baselines.
  - A summary report will be developed outlining the capacity to develop various housing typologies given the Town's regulatory structure, development pressures, and housing needs.
- **Water Supply Element:** We will review water, wastewater, and transportation capacity to support housing growth. This will include identifying development areas and infill areas that align and can be supported by existing infrastructure.
  - Specific in-town geographies will be identified to optimize growth and minimize infrastructure burdens
  - Data will be integrated into the Town's GIS
- This initiative will also provide the Town with the necessary supporting documentation to meet DOLA's "Water Supply Element" requirements.
- **Strategic Growth Plan:** Using the above data, we will develop a Strategic Growth Plan that directs growth to areas where housing can be supported efficiently, increasing long-term housing capacity. Plan will include:
  - **Summary of collected data**
  - **Infrastructure evaluation, including permitting and tap fee cost impacts**
  - **Residential land opportunity map**
  - **Residential growth timelines and horizons**

**TASK 3 DELIVERABLES:**

- Existing Conditions Report
- Infrastructure Alignment Plan
- GIS Integration and Analysis
- Strategic Growth Plan

## ASSUMPTIONS AND CLARIFICATIONS

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In preparation for this proposal, we have made the following Assumptions and Clarifications:

- The Town will provide timely access to existing plans, policies, ordinances, and prior housing studies necessary to support implementation and regulatory updates.
- Town staff will be available for regular coordination meetings and review of materials, including implementation updates, code language, and reporting documents.
- Adoption of ADU and Missing Middle code updates will follow the Town's standard public process, including staff review, public meetings, and decision-maker approval.
- Antero will provide draft code language and technical support, but legal review and final ordinance adoption will be the responsibility of the Town and its legal counsel.
- Development review process improvements will be based on existing workflows and documentation provided by the Town; the Town will lead to the implementation of recommended changes.
- Coordination with DOLA will be conducted in partnership with the Town, with the Town serving as the official grantee and primary point of contact for formal submittals.
- Reporting requirements, including compliance documentation, will align with current State of Colorado grant guidance and may be adjusted if State requirements change.
- Reports will summarize activities and outcomes based on information available at the time of preparation and will not include audited financial or development data.
- This Task does not include detailed site engineering, architectural design, or construction services.
- This task does not include direct financial participation in development projects, such as subsidies, incentives, or deal structuring, beyond high-level guidance.
- Public engagement beyond what is required for code adoption or reporting is not included unless otherwise directed by the Town.
- The scope assumes a steady level of effort over the project term; significant changes in priorities, workload, or additional requests may require a scope amendment.
- Deliverables will be provided in digital format unless the Town requests otherwise.

## SCHEDULE

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Antero anticipates that the services associated with this Contract will be completed within 8-10 months of project award. We understand this Project will need to be completed within the designated grant guidelines.

## FEE PROPOSAL

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Antero Group proposes to complete this scope of work on a Lump Sum basis for \$90,000.00.

Project fees are based on the Scope of Work included herein. Should conditions change, including new information, project schedule, scope of work, or other project elements, we will work with the Client to modify this proposal accordingly. Work outside the above Scope of Work will be completed on a time-and-materials basis, according to the attached Fee Schedule. All work will be summarized in a monthly invoice, issued electronically to the Client on the first Friday of each month. Payment within 30 days of the invoice date is appreciated. Antero Group may adjust its project Fee Schedule on an annualized basis on January 1st.

# AUTHORIZATION

Should this Contract meet your expectations, please authorize by signing in the space provided below. Authorization of this Contract indicates compliance with the attached Terms and Conditions. This Contract is valid for 60 days from the date of issuance. Alterations to this proposal may only be made with the consent of both the Antero Group and the Client.

We appreciate this opportunity to work with the Town of Grand Lake on the Project. Should you have any questions regarding this proposal, please feel free to call or email, 773-403-5137, [eneagu@anterogroup.com](mailto:eneagu@anterogroup.com).

Sincerely,



Eric Neagu, PE, LEED AP, AICP  
CEO and Managing Principal  
The Antero Group, LLC  
[www.anterogroup.com](http://www.anterogroup.com)

Attachments:   General Terms and Conditions  
                      Fee Schedule

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

Eric V. Neagu, PE, LEED AP, AICP  
\_\_\_\_\_  
Print Name

May 29, 2026  
\_\_\_\_\_  
Date



**ANTERO GROUP STANDARD TERMS AND CONDITIONS OF CONSULTANT SERVICES**

1. All sales of consultant services, design services, detail drawing services, consulting and training services, and inspection and analysis services by Antero Group (collectively referred to herein as “Consultant Services”) are subject to the following terms and conditions (“Terms”) (together with Antero Group’s proposals, quotations and/or acknowledgments, the “Agreement”). All proposals, quotations or acknowledgments issued by Antero Group are an offer to sell Consultant Services pursuant to these Terms. Antero Group’s provision of any Consultant Services is expressly conditioned on Client’s assent to these Terms. Client’s acceptance of any proposals, quotations or acknowledgments issued by Antero Group shall constitute Client’s assent to these Terms. Any additional, inconsistent or different terms contained in any documentation submitted by Client are hereby rejected by Antero Group and shall not become part of this Agreement or any provision of Consultant Services to Client unless expressly accepted in writing by an authorized representative of Antero Group. No waiver or modification of these Terms shall be binding on Antero Group unless expressly authorized in writing by Antero Group and the Client.
2. SCOPE. The scope of work for the Consultant Services to be provided to Client is specifically set forth in the proposal, quote, or acknowledgment submitted to Client by Antero Group. If Client requests a change in the scope of the Consultant Services to be provided, Antero Group reserves the right to revise delivery schedules and make an equitable adjustment to the price. Client acknowledges and agrees that Antero Group provides the Consultant Services only and is not providing or participating in the provision of any product(s). Antero Group will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.
3. CLIENT OBLIGATIONS. Client shall make available in a timely manner at no charge to Antero Group all drawings, technical data, measurements, or other information and resources within client’s possession or control as reasonably required by Antero Group for the performance of the Consultant Services. Client shall also provide Antero Group access to Client’s site as reasonably necessary for the performance of the Consultant Services. Client will be responsible for, and assumes the risk of any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Client. Antero Group is not responsible for obtaining any rights of way or easement on third party property if such is required by any governmental authority in connection with the review or approval of submittals, including any Deliverables identified in the Scope of Work. Client hereby represents and warrants to Antero Group that Client will not commence work or proceed with unfinished work at the Site unless and until Client has obtained insurance for commercial general liability, commercial auto, and workers’ compensation insurance.
4. PRICES/TAXES. Prices for the Consultant Services are subject to escalation in the event of an increase in costs associated with the project. Unless otherwise stated or agreed, Antero Group’s prices do not include

sales, use, or similar taxes.

5. **PAYMENT TERMS.** Standard payment terms are net 30 days for creditworthy Clients. For all orders greater than \$50,000, progress payments will normally be required as specified in the quotation. Antero Group reserves the right to suspend and withhold Consultant Services in the event of late payment by Client unless and until all outstanding balances have been paid by Client. Antero Group may, from time to time, update its Fee Schedule. The original project Fee Schedule is binding for projects completed on a time and materials basis. For projects contracted on a Lump Sum basis, any updated Fee Schedules shall be reflected on the invoice to the Client. All subconsultants shall include a TWENTY PERCENT (20%) markup for administrative and other related costs.
6. **LIMITED WARRANTY.** Antero Group will provide the Consultant Services in accordance with generally accepted professional Consultant practices using reasonable care and skill consistent with that ordinarily exercised by members of the profession under similar conditions. However, due to the nature of the Consultant Services being provided, Antero Group cannot fully guarantee the success of Client's project. **AS SUCH, EXCEPT AS SET FORTH IN THIS SECTION, ANTERO GROUP MAKES NO WARRANTIES OR GUARANTEES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO THE CONSULTANT SERVICES FURNISHED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.**
7. **REMEDY FOR BREACH OF THE LIMITED WARRANTY.** The parties acknowledge and agree that the Consultant Services are being provided by Antero Group with the expectation that Antero Group is not assuming any financial or operational risks of the Client. In the event Antero Group commits an error with respect to or incorrectly performs the Consultant Services, Antero Group shall use commercially reasonable efforts to correct such error or re-perform such Consultant Services at no cost to Client. Client acknowledges that its sole and exclusive remedy, and Antero Group's sole and exclusive liability, for any defect or error in the Consultant Services shall be correction, re-performance or substitution of such services by Antero Group.
8. **LIMITATION OF LIABILITY. IN NO EVENT SHALL ANTERO GROUP'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE CONSULTANT SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATING TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEED THE TOTAL PRICE PAID BY CLIENT FOR THE CONSULTANT SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL ANTERO GROUP BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS OR BUSINESS INTERRUPTION OR LOSS OF USE OF EQUIPMENT, HOWEVER CAUSED ARISING FROM OR RELATING TO THE CONSULTANT SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**
9. **DELIVERY/FORCE MAJUERE.** Antero Group shall have no liability for delays or any other breach of its obligations resulting from an Act of God, weather, war, riot, explosion, accident, epidemic, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of Antero Group.
10. **CANCELLATION, SUSPENSION OR DELAY.** Client may cancel an order for Consultant Services upon written

notice to Antero Group and payment of an agreed upon cancellation charge, which shall include all costs incurred by Antero Group prior to the cancellation plus a reasonable profit. A purchase order may be suspended or delayed by Client with Antero Group's prior written consent. If Antero Group agrees to a suspension or delay, Client shall reimburse Antero Group for all costs incurred up to the date of such suspension or delay, plus a reasonable profit. All other costs related to and risks incidental to resumption of the Services shall be borne by Client. If, without prior notice to and consent by Antero Group, the owner of the Site or Client suspends (A) Antero Group's work or (B) any work at the Site which impedes Antero Group's work, then Antero Group shall be compensated for services performed prior to notice of such suspension. If any suspension or impediment of Antero Group's work lasts for more than 30 cumulative days for reasons other than fault of Antero Group, then Antero Group may terminate this Agreement by giving not less than three business days' notice, in which case Antero Group shall be paid for all work performed, reimbursed for all costs incurred, plus a reasonable profit.

11. **ANTERO GROUP'S PROPERTY.** Except as otherwise specifically set forth in the scope of work provided as part of the proposal or quotation, all documents, including drawings, specifications, computer files, electronic media, data, Consultant calculations, notes, and other documents and instruments prepared or furnished by Antero Group (collectively the "Documentation") are the property of Antero Group and the Client. Antero Group shall retain all common law, statutory and other reserved rights, including copyright, applicable to the Documentation. Antero Group grants Client a revocable, non-transferable, non-sublicensable, royalty-free license to use the Documentation to the extent required to make reasonable use of the Consultant Services for the contracted purpose during the term of this Agreement. The Documentation is not intended or represented to be suitable for use on any other project. Any reuse of the Documentation without written verification or adaptation by Antero Group for the specific purpose intended is strictly prohibited.
12. **INTELLECTUAL PROPERTY RIGHTS.** Each party shall retain ownership of all intellectual property it had prior to commencement of the Consultant Services. However, Antero Group shall own exclusively all rights in any ideas, inventions, or works of authorship (collectively "Inventions") created in or resulting from the Consultant Services, including but not limited to all patent rights, copyrights, moral rights, rights in proprietary information, trademark rights and other intellectual property rights, and Client will execute assignments as necessary to achieve that result. Antero Group grants Client a revocable, non-transferable, non-sublicensable, royalty-free license to use such Inventions to the extent required to make reasonable use of the Consultant Services for the contracted purpose during the term of this Agreement.
13. **UNAUTHORIZED CHANGES.** Antero Group shall have no liability to Client for changes made to the Documentation by Client without Antero Group's prior written approval.
14. **INDEMNITY.** *To the extent allowable under applicable law, Client will defend, indemnify, and hold Antero Group, its members, managers, shareholders, officers, and employees (collectively, the "Antero Parties") harmless from and against any and all claims, suits, actions, damages, losses, obligations, costs, fees, charges, and any other expenses whatsoever (including reasonable attorneys' fees) arising out of (a) the provision of the Consultant Services by Antero Group under this Agreement, including without limitation claims related to Antero Group's use of Client supplied drawings, measurements, data, or any other information provided by Client that is used in performing the Consultant Services or (b) the unauthorized use or modification of Documentation by Client or any person or entity that acquires or obtains*

Documentation from or through Client without the written authorization of Antero Group or (c) injury, death, or property damage suffered or incurred in connection with work performed, directed, or supervised by Client, its employees and subcontractors or by the owner of the Site. However, the foregoing is not intended to require Client to indemnify Antero Parties (i) for claims of personal death or injury or property damage caused by defects in plans, designs or specifications prepared by Antero Group or Antero Group's negligence or (ii) for claims arising from gross negligence or willful misconduct of Antero Group. Antero Group shall have the right, at its election, to choose and/or approve defense counsel or to participate in Client's defense or settlement of any such claim through counsel of Antero Group's choosing. Client shall not enter into any settlement affecting Antero Group's rights or imposing obligations upon Antero Group without Antero Group's signed written consent.

15. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable federal, state, or local laws in connection with the Consultant Services being provided pursuant to this Agreement.
16. ASSIGNMENT. Client may not assign the Agreement between Antero Group and Client without the prior written consent of Antero Group.
17. THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Antero Group. Antero Group's Consultant Services are being performed solely for Client's benefit, and no party or entity shall have any claim against Antero Group because of this Agreement or the performance or nonperformance of the Consultant Services.
18. ARBITRATION.
  - a. Any and all claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or the breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration rules of the American Arbitration Association currently in effect, such arbitration to be held in Chicago, Illinois, unless the parties mutually agree otherwise. The number of arbitrators shall be three (3). Cost of arbitration shall be divided evenly, unless determined otherwise through the arbitration process.
  - b. Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by applicable statutes of limitations or the limitations of Section 18(e) below, whichever occurs sooner.
  - c. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joined or in any other manner, an additional person or entity not a party to this Agreement except by written consent of Antero Group, Client and any other person or entity sought to be joined.
  - d. The award tendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

- e. Notwithstanding the above, all claims, whether based upon contract, tort, breach of warranty, professional negligence (including errors, omissions or other professional acts), or otherwise, shall be deemed waived unless made by the Client in writing and received by Antero Group within one (1) year after Client reasonably knew or should have known of its existence, but in no event, shall such claim be asserted by Client later than two (2) years after Antero Group's completion of Consultant Services with respect to which the claim is made.
19. CHOICE OF LAW. This Agreement and all matters arising out of or relating hereto are governed by, and construed in accordance with, the laws of the State of Illinois, without regard to the conflict of laws principles thereof.
20. INDEPENDENT CONTRACTORS. Each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.
21. SEVERABILITY. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
22. CONFIDENTIALITY. Each party that receives Confidential Information (as defined below) of the other party shall hold such Confidential Information in confidence and shall not disclose or use such Confidential Information for any purpose, except to the extent necessary to fulfill its obligations under this Agreement or expressly authorized under this Agreement, and except that a party may disclose such Confidential Information to its employees and/or agents who have a need to know such Confidential Information for purposes of fulfilling its obligations under this Agreement. Such employees and/or agents shall be obligated to hold such information in confidence in accordance with the terms of this section. The term "Confidential Information" means all confidential and proprietary information disclosed by one party to the other party, including, without limitation, all business and financial information, pricing information, Documentation, Inventions and other materials (and in each case in whatever form maintained, whether documentary, computerized, electronic, oral or otherwise, and whether or not marked or otherwise identified as "confidential" or "proprietary"). The obligations set forth in this section do not apply if and to the extent the receiving party establishes that such information is: (i) already lawfully known to the receiving party without an obligation to the disclosing party to keep it confidential, (ii) independently developed by the receiving party without the use of the disclosing Party's Confidential Information, as clearly and convincingly evidenced by written record, (iii) is or becomes generally known to the public or the trade without breach of this Agreement, (iv) lawfully obtained from a third party without obligation to keep it confidential, or (v) required to be disclosed by applicable law, rule, regulation or legal process, provided that the receiving party shall first have given written notice to the disclosing party to enable the disclosing party to make a reasonable effort to obtain a protective order. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been

destroyed. The provisions of this section will survive any expiration or termination of this Agreement.

23. ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between Client and Antero Group and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Client and Antero Group. The Client and the individual executing this Agreement on behalf of Client represent to Antero Group that said individual is authorized to bind Client to this Agreement.



1631 W. Walnut Street  
2nd Floor  
Chicago, IL 60612

**GENERAL FEE SCHEDULE 2026**

Corporate Officer	\$265.00/hr
Principal	\$250.00/hr
Director	\$235.00/hr
Senior Project Manager	\$225.00/hr
Project Manager	\$205.00/hr
Senior Project Engineer	\$185.00/hr
Project Engineer	\$170.00/hr
Engineer III	\$160.00/hr
Engineer II	\$140.00/hr
Engineer I	\$125.00/hr
CAD Manager	\$170.00/hr
Senior CAD Designer	\$155.00/hr
CAD Designer	\$120.00/hr
Senior Planner	\$155.00/hr
Planner II	\$135.00/hr
Planner I	\$125.00/hr
Grants Specialist	\$125.00/hr
Creative Specialist	\$125.00/hr
Planning Technician	\$105.00/hr
Administrative	\$85.00/hr
Direct Costs	Cost + 10%
Printing	Cost + 15%
Subcontract Services	Cost + 15%
Mileage	Government Rate

This General Fee Schedule is for reference purposes only. Select project fees may vary depending on the nature of the project. In all cases, Antero Group is open to discussing project fees and can develop client-specific fee schedules for select clients.



TOWN OF GRAND LAKE  
STAFF REPORT

**TO** Mayor & Trustees                      **FROM** Steve Kudron, Town Manager                      **DATE** June 8, 2026

**ACTION TYPE:**  Action Requested     Information Only

**RE: Authorization to Issue Request for Proposals – Town Attorney Services**

**BACKGROUND**

In the fall of 2024, the Town of Grand Lake conducted a competitive Request for Proposals (RFP) process for Town Attorney services. Following evaluation of the proposals received and deliberation, the Board of Trustees voted to retain the Town’s current legal counsel rather than transition to a new firm. Since that time, Staff has continued to monitor the Town’s legal service needs and the competitive landscape for municipal legal services in Colorado. Staff believes the time is appropriate to again solicit proposals for Town Attorney services to ensure the Town is receiving optimal value, expertise, and service levels for its legal needs.

**PURPOSE**

Staff requests that the Board of Trustees authorize Staff to issue a new Request for Proposals for Town Attorney services. A competitive procurement process will allow the Town to:

- Evaluate the current market for municipal legal services
- Ensure competitive pricing and fee structures
- Confirm that the Town is receiving services aligned with its current and future legal needs
- Fulfill the Town’s commitment to transparent and competitive procurement practices
- Consider firms with specialized expertise in areas relevant to Grand Lake, including land use, water rights, municipal finance, and resort community issues

**PROPOSED RFP PROCESS TIMELINE**

Staff proposes the following general timeline for the RFP process:

Milestone	Target Date
BOT Authorizes RFP Issuance	June 8, 2026
RFP Published / Advertised	June 15, 2026
Deadline for Proposer Questions	June 30, 2026
Proposals Due	July 18, 2026
Staff Review / Scoring Complete	August 1, 2026
Interviews (if conducted)	Week of August 10, 2026
Staff Recommendation to BOT	August 26, 2026 BOT Meeting
BOT Selection / Award	August 26, 2026 BOT Meeting
Contract Execution	September 2026

## FISCAL NOTE

There is no direct fiscal impact associated with authorizing the issuance of this RFP. Staff time will be required to manage the procurement process. Any change in legal services costs will be reported to the Board when a recommendation is brought forward. The current Town Attorney budget is unaffected until a new contract, if any, is executed.

## STAFF RECOMMENDATION

Staff recommends that the Board of Trustees authorize the issuance of a Request for Proposals for Town Attorney services and direct Staff to manage the procurement process in accordance with the Town's procurement policies. The current Town Attorney will continue to provide legal services throughout the RFP process, and the Town will honor all existing service commitments through any transition period.

## SUGGESTED MOTIONS

### **Motion 1 – Authorization to Issue RFP:**

*“I move to authorize Staff to issue a Request for Proposals for Town Attorney services and to manage the procurement process in accordance with the Town’s adopted procurement policies, with Staff to return to the Board of Trustees with a recommendation no later than the August 26, 2026 regular meeting.”*

### **Motion 2 – Defer Issuance (Alternative):**

*“I move to defer the issuance of a Request for Proposals for Town Attorney services to [date certain], directing Staff to return to the Board at that time with an updated recommendation and revised timeline.”*

### **Motion 3 – Decline to Issue RFP (Alternative):**

*“I move to decline to authorize the issuance of a Request for Proposals for Town Attorney services at this time, with direction to Staff to review the matter again no later than [date certain].”*

## ATTACHMENTS

- RFP Outline – Town Attorney Services
- Draft RFP – Town Attorney Services, Town of Grand Lake, Colorado

# RFP OUTLINE

## Town Attorney Services

Town of Grand Lake, Colorado | 2026 Competitive Procurement

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**Purpose of this Outline:** This document describes the structure and key components of the RFP for Town Attorney Services. It is intended to guide Board review prior to approval and Staff preparation of the full RFP document.

### I. INTRODUCTION & GENERAL INFORMATION

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#### A. Town Overview

- Brief description of the Town of Grand Lake (incorporated statutory town, Grand County)
- Population, geographic characteristics, resort/tourism community context
- Overview of Town government structure (Board of Trustees, Mayor, Staff)

#### B. Purpose of the RFP

- Town seeks qualified law firm or attorney to serve as Town Attorney
- Scope covers general municipal legal services and specialized areas
- Competitive process per Town procurement policy

#### C. Procurement Schedule

- RFP issue date
- Deadline for questions/clarifications
- Proposal due date and submission instructions
- Evaluation/interview period
- Anticipated award date
- Contract commencement date

#### D. Instructions to Proposers

- Submission format (electronic and/or hard copy)
- Number of copies required
- Designated point of contact; no ex parte communications
- Right to reject any/all proposals; right to waive informalities
- Public record notice

### II. SCOPE OF SERVICES

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**A. General Municipal Legal Services**

- Attend regular and special BOT meetings (in-person and/or remote)
- Advise Mayor, Board, and Staff on legal matters
- Draft and review ordinances, resolutions, contracts, and intergovernmental agreements
- Represent Town in negotiations
- Maintain awareness of changes in Colorado municipal law

**B. Litigation & Dispute Resolution**

- Represent Town in civil litigation (or coordinate outside counsel)
- Defense of claims against the Town
- Coordination with CIRSA and insurance carriers
- Administrative hearings and appeals

**C. Land Use & Planning**

- Support Planning Commission and Board of Adjustment proceedings
- Review and advise on development applications, variances, special use permits
- Advise on zoning code updates, comp plan alignment
- Annexation matters

**D. Real Estate & Property**

- Review and advise on real property transactions
- Easements, rights-of-way, dedications
- Foreclosure and code enforcement proceedings

**E. Finance & Procurement**

- Advise on municipal finance, bonding, and debt instruments
- Sales tax and revenue matters
- Contract review for public works and procurement

**F. Water Rights & Environmental**

- Advise on water rights issues relevant to Grand Lake (Colorado water law context)
- Environmental compliance and permitting support
- Federal land/agency coordination (USFS, NPS, federal access issues)

**G. Personnel & Employment**

- Advise on HR/employment matters
- Personnel policy review
- Workers compensation coordination

**H. Other / As Needed**

- Election law
- Public records (CORA) compliance
- Sunshine law / open meetings
- Special projects as directed by the Board

**III. PROPOSER QUALIFICATIONS**

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**A. Firm/Attorney Background**

- Years of practice in Colorado municipal law
- Current and prior municipal clients (type and size)
- Licensed and in good standing with Colorado Supreme Court

**B. Key Personnel**

- Lead attorney who will serve as Town Attorney — qualifications, bar admission, experience
- Supporting attorneys or paralegals — roles and qualifications
- Policy on attorney substitution; continuity of service

**C. Specialized Experience**

- Land use and zoning
- Water rights / Colorado water law
- Resort/tourism community legal issues
- Colorado Open Records Act (CORA) and Open Meetings Law
- Municipal finance and bonding

**D. References**

- Minimum of three (3) current or recent Colorado municipal clients
- Name of primary contact, municipality, scope of services, duration of engagement

**E. Conflicts of Interest**

- Disclosure of any actual or potential conflicts with the Town of Grand Lake
- Description of process to identify and manage future conflicts

**IV. PROPOSAL CONTENT REQUIREMENTS**

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**Proposals shall be organized as follows and include all required elements:**

1. Cover Letter — signed by authorized representative, expressing interest and confirming ability to meet scope
2. Firm Overview — history, size, practice areas, office location(s), staffing
3. Qualifications & Experience — narrative demonstrating relevant municipal experience
4. Key Personnel — resumes of lead and supporting attorneys
5. Scope of Services Response — confirm ability to provide all services; describe approach
6. Fee Proposal — see Section V
7. References — three (3) municipal references
8. Conflict of Interest Disclosure
9. Certificate of Insurance (or commitment to obtain required coverages)
10. Any additional information the proposer believes relevant

## V. FEE PROPOSAL

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### A. Pricing Structure Options

- Option 1: Monthly retainer (specify services included and excluded)
- Option 2: Hourly rate schedule (by attorney/staff level)
- Option 3: Hybrid retainer plus hourly for matters outside retainer scope
- Proposers may submit one or more pricing options

### B. Required Fee Disclosures

- Hourly billing rates for all attorneys and paralegals
- Billing practices (minimum increments, rounding policy)
- Reimbursable expenses policy (travel, filing fees, etc.)
- Rates for after-hours/emergency services
- Proposed rate structure for litigation (if different from general services)

### C. Rate Stability

- Proposed initial contract term (recommend 1-year base with renewal options)
- Rate adjustment provisions and caps

## VI. EVALUATION CRITERIA

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Proposals will be evaluated by a Staff review committee using the following weighted criteria:

Criterion	Weight	Max Points
Qualifications & Experience in Colorado Municipal Law	25%	25

Qualifications & Experience in Relevant Specialty Areas (land use, water, resort)	20%	20
Key Personnel — Lead Attorney qualifications & availability	20%	20
Proposed Approach to Scope of Services	15%	15
Fee Proposal — competitiveness, transparency, and value	15%	15
References — quality and relevance of prior municipal engagements	5%	5
<b>TOTAL</b>	<b>100%</b>	<b>100</b>

The Town reserves the right to conduct oral interviews or presentations with top-ranked proposers prior to final recommendation to the Board of Trustees.

## VII. CONTRACT TERMS (SUMMARY)

### A. Contract Structure

- Initial term: one (1) year with up to [X] annual renewal options
- Termination for convenience by either party with 30/60-day written notice
- Termination for cause with cure period

### B. Required Insurance

- Professional liability (errors & omissions): minimum \$1,000,000 per claim
- General liability: minimum \$1,000,000 per occurrence
- Town named as additional insured where applicable

### C. Key Contract Provisions

- Compliance with Colorado law and Rules of Professional Conduct
- Confidentiality and attorney-client privilege obligations
- Conflict of interest management obligations
- Record retention and return upon contract termination
- Transition assistance obligations

## VIII. SUBMISSION INSTRUCTIONS

### A. Deadline & Format

- Proposals due by [TIME] on [DATE]
- Electronic submission preferred: [email/portal address]

- Hard copies (if required): number of copies, delivery address
- Late proposals will not be accepted

**B. Contact**

- All questions submitted in writing to [Staff contact name, title, email]
- Questions deadline: [DATE]
- Written addenda will be issued for all questions; distributed to all registered proposers

**C. Reservation of Rights**

- Town reserves the right to reject any or all proposals
- Town reserves the right to waive informalities
- Town is not responsible for proposal preparation costs
- This RFP does not constitute a contract or commitment to award

# TOWN OF GRAND LAKE

Grand County, Colorado

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## REQUEST FOR PROPOSALS

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### TOWN ATTORNEY SERVICES

<b>RFP Issue Date:</b>	[DATE]
<b>Questions Deadline:</b>	[DATE]
<b>Proposals Due:</b>	[DATE], [TIME] Mountain Time
<b>Submission Method:</b>	Electronic — [EMAIL / PORTAL]
<b>Contact Person:</b>	[STAFF NAME], [TITLE]
<b>Contact Email:</b>	[EMAIL]
<b>Contact Phone:</b>	[PHONE]
<b>RFP Number:</b>	RFP-2026-01

*Questions regarding this RFP must be submitted in writing to the contact person listed above.  
Late proposals will not be accepted.*

## SECTION I INTRODUCTION

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### 1.1 Town of Grand Lake Overview

The Town of Grand Lake is a statutory municipality organized under the laws of the State of Colorado, located in Grand County in the Rocky Mountains at an elevation of approximately 8,369 feet. Grand Lake is situated on the western edge of Rocky Mountain National Park and is the headwaters of the Colorado River. The Town is renowned as a resort and tourism community, with year-round recreational amenities including fishing, boating, snowmobiling, skiing, and access to Rocky Mountain National Park and the Arapaho National Recreation Area.

The Town is governed by a Board of Trustees consisting of a Mayor and six (6) Trustees, elected at-large. The Board meets regularly and is supported by professional Town Staff. The Town provides a range of municipal services to a permanent population of approximately 500 residents, along with seasonal visitors and a significant second-home community.

### 1.2 Purpose of This RFP

The Town of Grand Lake is soliciting proposals from qualified law firms and attorneys to serve as Town Attorney. The Town Attorney is a contractual position that serves as primary legal counsel to the Board of Trustees, Mayor, and Town Staff. The selected firm or attorney will provide comprehensive municipal legal services as described in Section III of this RFP.

The Town seeks proposals from individuals or firms that possess demonstrated expertise in Colorado municipal law, a thorough understanding of the legal issues facing Colorado statutory towns, and the capacity to provide timely and responsive legal services. Experience with resort and tourism communities, water rights, land use, and federal land relations is particularly valued.

### 1.3 Background

The Town previously issued a Request for Proposals for Town Attorney services in the fall of 2024. Following that competitive process, the Board of Trustees elected to retain existing legal counsel. The Town is now issuing this RFP to again seek competitive proposals and ensure that the Town's legal service needs continue to be met at the highest level of quality and value.

### 1.4 Definitions

For purposes of this RFP, the following terms apply:

- "Town" means the Town of Grand Lake, Colorado.

- "Board" or "BOT" means the Town of Grand Lake Board of Trustees.
- "Town Attorney" means the firm or individual selected pursuant to this RFP to provide legal services under contract with the Town.
- "Proposer" means any firm, organization, or individual submitting a proposal in response to this RFP.
- "RFP" means this Request for Proposals document and all attachments, addenda, and incorporated materials.

## SECTION II PROCUREMENT PROCESS

### 2.1 Procurement Schedule

The following schedule represents the Town's anticipated timeline for this procurement. The Town reserves the right to modify this schedule at its sole discretion. Any changes will be communicated to all registered proposers by written addendum.

Milestone	Target Date
BOT Authorizes RFP Issuance	June 8, 2026
RFP Issued / Published	June 15, 2026
Pre-Proposal Questions Accepted (via email only)	Through June 30, 2026
Addendum Issued (if needed)	July 7, 2026
Proposals Due	July 18, 2026 by 4:00 PM MT
Staff Evaluation Period	July 19 – August 1, 2026
Interviews / Oral Presentations (if conducted)	Week of August 10, 2026
Staff Recommendation to BOT	August 26, 2026 BOT Meeting
BOT Selection and Authorization to Negotiate	August 26, 2026 BOT Meeting
Contract Negotiations	September 2026
Contract Execution	September/October 2026
Services Commence	October 1, 2026 (estimated)

### 2.2 Communications and Questions

All communications regarding this RFP must be directed in writing to the designated Town contact. Proposers shall not communicate with members of the Board of Trustees, other Town Staff, or the evaluation committee regarding this RFP or their proposal except through the designated contact. Unauthorized communication may result in disqualification of the proposer's proposal.

Questions must be submitted by email to [CONTACT EMAIL] no later than [QUESTIONS DEADLINE DATE]. Questions will be answered by written addendum distributed to all registered proposers. The Town will not respond to verbal or informal questions regarding this RFP.

### 2.3 Proposal Registration

Proposers are encouraged to register their intent to propose by emailing the Town contact with the firm name, lead attorney name, and contact information. Registered proposers will receive all addenda and communications automatically.

## 2.4 Addenda

The Town may issue written addenda to modify or clarify this RFP. All addenda will be distributed to registered proposers and posted on the Town's website. Proposers are responsible for acknowledging receipt of all addenda in their proposal submission. Failure to acknowledge addenda may result in rejection of the proposal.

## SECTION III SCOPE OF SERVICES

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The Town Attorney shall provide comprehensive municipal legal services to the Town of Grand Lake, including but not limited to the services described below. The Scope of Services may be adjusted by mutual agreement during contract negotiations.

### 3.1 General Counsel Services

The Town Attorney shall serve as primary legal advisor to the Board of Trustees, Mayor, and Town Staff. General counsel services include:

- Attend all regular and special meetings of the Board of Trustees, in person or via approved remote participation, as requested and required
- Provide legal opinions, written memoranda, and informal guidance to the Board, Mayor, and Staff on municipal law matters
- Advise on the legal implications of proposed Board actions, ordinances, resolutions, and policies
- Draft, review, and negotiate contracts, intergovernmental agreements (IGAs), memoranda of understanding, and other legal documents
- Draft and review ordinances and resolutions for legal sufficiency, consistency with state law, and conformance with the Town's Municipal Code
- Maintain familiarity with the Town's Municipal Code and advise on code interpretation and enforcement
- Monitor changes in Colorado municipal law, regulations, and case law that may affect the Town, and advise Staff and the Board accordingly
- Attend Planning Commission and Board of Adjustment meetings as needed to advise on legal matters

### 3.2 Litigation and Dispute Resolution

The Town Attorney shall represent the Town in litigation and disputes, including:

- Represent the Town as plaintiff and defendant in civil litigation in state and federal courts
- Coordinate with the Colorado Intergovernmental Risk Sharing Agency (CIRSA) and other insurers on claims and coverage matters
- Represent the Town in administrative hearings, appeals, and proceedings before state agencies
- Advise on alternative dispute resolution (ADR) options and represent the Town in mediation or arbitration
- Manage outside counsel retained for specialized litigation matters

### 3.3 Land Use and Planning Law

The Town of Grand Lake has active land use and planning functions. The Town Attorney shall:

- Advise the Board, Planning Commission, and Staff on land use law, zoning, and subdivision matters
- Review and advise on development applications, variance requests, special use permits, and conditional use permits
- Assist in drafting and updating the Town's Land Use Code and zoning regulations
- Advise on annexation proceedings and related agreements
- Assist with vested rights, nonconforming use, and takings issues
- Support the Town's compliance with Colorado's Local Government Land Use Control Enabling Act and related statutes

### 3.4 Real Property and Municipal Assets

- Review and advise on real property acquisitions, dispositions, and exchanges
- Advise on easements, rights-of-way, licenses, and encroachments
- Support enforcement proceedings for code violations and nuisance abatement
- Advise on Colorado foreclosure procedures related to tax liens and special assessments
- Review title matters and advise on title insurance requirements

### 3.5 Finance, Bonding, and Procurement

- Advise on municipal finance matters, including general obligation bonds, revenue bonds, certificates of participation, and notes
- Review and advise on tax increment financing (TIF), urban renewal, and special district coordination
- Advise on sales and use tax matters, including administration and enforcement
- Review bid documents, RFPs, and contracts for public works and professional services
- Advise on procurement requirements under Colorado law (C.R.S. Title 29)

### 3.6 Water Rights and Environmental Law

Given Grand Lake's unique position at the headwaters of the Colorado River and its relationship to Colorado-Big Thompson Project water deliveries, the Town Attorney shall:

- Advise on the Town's water rights, water system legal matters, and water court proceedings as needed
- Coordinate with water counsel or water engineers on complex water rights matters (Town may retain separate specialized water counsel)
- Advise on environmental permitting, compliance, and regulatory matters affecting the Town
- Advise on federal land relationships with the U.S. Forest Service, National Park Service, Bureau of Reclamation, and other federal agencies
- Advise on stormwater and floodplain management legal issues

### 3.7 Personnel and Employment Law

- Advise the Town on employee relations, personnel policies, and employment law compliance
- Review employee handbook, personnel policies, and job descriptions for legal compliance
- Advise on discipline, termination, and separation matters
- Advise on ADA, FMLA, FLSA, and other federal and state employment law requirements
- Support the Town in workers' compensation coordination and claims

### 3.8 Elections and Open Government

- Advise on Colorado municipal election law and procedures
- Advise on Colorado Open Records Act (CORA) compliance and responses
- Advise on Colorado Open Meetings Law (Sunshine Law) compliance
- Provide ethics guidance to elected officials and Staff

### 3.9 Other Services

The Town Attorney shall provide such other legal services as directed by the Board of Trustees or as reasonably necessary to fulfill the role of Town Attorney. This may include, but is not limited to:

- Advise on state and federal legislative matters affecting the Town
- Assist in drafting and reviewing grant applications and grant agreements
- Support Town participation in regional and state municipal associations
- Provide training to Staff and elected officials on relevant legal topics

## SECTION IV PROPOSAL REQUIREMENTS

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Proposals must be submitted in PDF format via email or electronic portal as specified on the cover page of this RFP. All proposals must be received by the Town no later than the deadline specified. Proposals received after the deadline will not be considered.

Proposals shall be organized in the following order and include all required components:

### 4.1 Cover Letter

Provide a cover letter signed by an authorized representative of the firm or attorney. The cover letter must:

- Identify the firm or attorney submitting the proposal
- Identify the primary attorney who will serve as Town Attorney
- Confirm the proposer's ability and commitment to provide all services described in Section III
- Confirm that the proposer is licensed and in good standing with the Colorado Supreme Court
- Confirm that no portion of the work will be subcontracted without prior written approval of the Town
- Be signed by an individual authorized to bind the firm or attorney to the terms of the proposal

### 4.2 Firm or Attorney Overview

Provide a concise overview of the firm or solo practice, including:

- Full legal name of the firm or attorney, office address(es), phone, and website
- Year the firm was established and history of municipal law practice
- Description of practice areas and services offered
- Total number of attorneys and paralegals (firm-wide and in relevant municipal practice)
- Office locations and location from which Town Attorney services will primarily be provided
- Any relevant firm accreditations, awards, or recognitions

### 4.3 Qualifications and Relevant Experience

Provide a narrative (not to exceed five (5) pages) describing the firm's or attorney's relevant qualifications and experience, including:

- Years of experience providing legal services to Colorado municipalities
- Types and sizes of Colorado municipal clients currently served or previously served
- Specific experience relevant to the Town of Grand Lake's needs, including experience with: statutory towns, resort/tourism communities, land use and zoning, water rights, Colorado Open Records Act, federal land relations, and municipal finance
- Any notable matters or accomplishments demonstrating depth of municipal legal expertise

#### 4.4 Key Personnel

Provide the following information for all attorneys who will provide services to the Town:

- Name, title, and bar admission date
- Colorado bar number and confirmation of good standing
- Resume or curriculum vitae (attached as an exhibit)
- Percentage of time the lead attorney estimates dedicating to Town of Grand Lake matters
- Description of roles of any supporting attorneys or paralegals

Identify the individual who will serve as the primary point of contact and attend Board meetings. Describe the firm's policy regarding attorney assignment continuity and the process for transitioning matters if key personnel change.

#### 4.5 Approach to Scope of Services

Provide a narrative (not to exceed three (3) pages) describing the proposer's approach to providing the services described in Section III, including:

- Methodology for attending and supporting Board meetings
- Process for handling time-sensitive legal matters and after-hours emergencies
- Approach to proactive legal risk management and communication with Staff and the Board
- Experience or approach to issues specific to resort/mountain communities
- Technology and communication practices to ensure responsiveness

#### 4.6 Fee Proposal

The Fee Proposal shall be submitted as a separate, sealed section of the proposal (or clearly labeled separate attachment). Provide a complete fee proposal including:

- Billing rate for the lead Town Attorney
- Billing rates for all other attorneys who may work on Town matters (by title/level)

- Billing rate for paralegals
- Minimum billing increment (e.g., 0.1 hour)
- Policy on rounding of time entries
- List of services included in any proposed retainer (if a retainer structure is proposed)
- List of services excluded from any retainer and billed hourly
- Proposed retainer amount (if applicable)
- Reimbursable expenses policy (mileage, filing fees, travel, etc.)
- Rates for litigation matters (if different from general services)
- Proposed contract term and any rate adjustment provisions

Proposers are encouraged to offer one or more of the following fee structures: (a) hourly rates only; (b) monthly retainer inclusive of specified services; or (c) hybrid retainer plus hourly for matters outside the retainer scope. The Town will evaluate all fee structures on the basis of overall value and transparency.

#### 4.7 References

Provide a minimum of three (3) professional references from current or former Colorado municipal clients. For each reference, provide:

- Municipality name and type (statutory, home rule, etc.)
- Contact name, title, phone, and email
- Description of services provided and duration of engagement
- Approximate annual budget for legal services

The Town reserves the right to contact references and to solicit additional references not provided by the proposer.

#### 4.8 Conflict of Interest Disclosure

Disclose any actual, potential, or perceived conflicts of interest with the Town of Grand Lake, Grand County, or entities that regularly conduct business with the Town. If no conflicts exist, provide a written statement to that effect. Describe the firm's process for identifying and managing future conflicts of interest.

#### 4.9 Insurance

Provide evidence of the following insurance coverages, or a commitment to obtain and maintain such coverages as a condition of contract award:

- Professional Liability (Errors & Omissions): minimum \$1,000,000 per claim / \$2,000,000 aggregate

- Commercial General Liability: minimum \$1,000,000 per occurrence / \$2,000,000 aggregate
- Workers' Compensation: as required by Colorado law

#### 4.10 Acknowledgment of Addenda

Acknowledge receipt of all addenda issued by the Town prior to the proposal deadline. Proposals that fail to acknowledge all issued addenda may be considered non-responsive.

#### 4.11 Additional Information

Proposers may include any additional information they believe to be relevant to the Town's evaluation. Such information should be clearly labeled and not exceed five (5) additional pages.

## SECTION V EVALUATION AND SELECTION

### 5.1 Evaluation Process

Proposals will be evaluated by a Staff review committee appointed by the Town. The evaluation committee will score all responsive proposals using the criteria and weights set forth below. The committee may, at its discretion, conduct oral interviews or presentations with top-ranked proposers before finalizing its recommendation.

The evaluation committee will prepare a written recommendation to the Board of Trustees. The Board reserves the right to select any proposer, reject all proposals, re-issue the RFP, or take any other action it deems to be in the best interests of the Town. The Board is not bound by the evaluation committee's recommendation.

### 5.2 Evaluation Criteria and Weights

Evaluation Criterion	Weight	Max Points
Qualifications and Experience in Colorado Municipal Law	25%	25
Qualifications and Experience in Specialty Areas (land use, water rights, resort communities, federal lands)	20%	20
Key Personnel — Lead Attorney Qualifications, Experience, and Availability	20%	20
Proposed Approach to Scope of Services and Responsiveness	15%	15
Fee Proposal — Competitiveness, Transparency, and Value	15%	15
References — Quality and Relevance of Prior Municipal Engagements	5%	5
<b>TOTAL</b>	<b>100%</b>	<b>100</b>

### 5.3 Oral Interviews

The evaluation committee may invite top-ranked proposers to participate in oral interviews or presentations. Oral interviews, if conducted, will be scored using a supplemental scoring rubric and the scores incorporated into final rankings. All proposers invited to interview will be notified in writing of the date, time, format, and any presentation requirements.

#### 5.4 Negotiations and Award

The Town may negotiate contract terms with the top-ranked proposer. If negotiations with the top-ranked proposer are unsuccessful, the Town may negotiate with the next-ranked proposer. The Town is not obligated to award a contract as a result of this RFP. The selected proposer must execute a contract with the Town before services may commence. The contract shall be substantially in the form described in Section VI.

## SECTION VI CONTRACT TERMS

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The following describes the general terms the Town anticipates including in the Town Attorney Services Agreement. These terms are subject to negotiation and may be modified by mutual agreement.

### 6.1 Contract Term

The initial contract term shall be one (1) year, commencing on the date of full execution. The contract may be renewed for up to three (3) additional one-year terms upon mutual written agreement of the parties, subject to annual appropriation of funds by the Board of Trustees. There is no guarantee of renewal.

### 6.2 Termination

Either party may terminate the contract for convenience with thirty (30) days' written notice. The Town may terminate the contract for cause immediately upon written notice if the Town Attorney fails to cure a material breach within ten (10) business days of written notice of such breach. Upon termination, the Town Attorney shall cooperate fully in the transition of all matters, files, and legal work to successor counsel.

### 6.3 Independent Contractor

The Town Attorney shall serve as an independent contractor and not as an employee of the Town. The Town Attorney shall be responsible for all taxes, insurance, and professional obligations arising from the provision of services under the contract.

### 6.4 Conflict of Interest

The Town Attorney shall comply at all times with the Colorado Rules of Professional Conduct governing conflicts of interest. The Town Attorney shall promptly disclose any actual or potential conflict to the Town and shall not represent any party adverse to the Town without written consent. The Town Attorney shall maintain a conflict-checking system and shall screen all new matters for conflicts with the Town's interests.

### 6.5 Confidentiality and Privilege

All communications, memoranda, and work product provided to the Town shall be subject to the attorney-client privilege and shall be maintained in confidence. Upon termination of the contract, all Town files and records in the Town Attorney's possession shall be returned to the Town or transferred to successor counsel as directed.

## 6.6 Insurance Requirements

Throughout the term of the contract, the Town Attorney shall maintain the following minimum insurance coverages:

- Professional Liability (Errors & Omissions): \$1,000,000 per claim / \$2,000,000 aggregate
- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- Workers' Compensation: as required by Colorado law

The Town shall be named as an additional insured on the commercial general liability policy. The Town Attorney shall provide certificates of insurance upon request and shall provide thirty (30) days' advance notice of cancellation.

## 6.7 Billing and Payment

The Town Attorney shall submit detailed invoices on a monthly basis. Invoices shall describe each matter, the date of service, the attorney or paralegal performing the work, the time spent (in appropriate increments), and the applicable rate. The Town shall pay undisputed invoices within thirty (30) days of receipt.

## 6.8 Compliance with Law

The Town Attorney shall comply with all applicable federal, state, and local laws, regulations, and rules, including the Colorado Rules of Professional Conduct. The Town Attorney shall be and remain licensed to practice law in Colorado throughout the term of the contract.

## SECTION VII GENERAL CONDITIONS AND RESERVATION OF RIGHTS

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### 7.1 Public Record

All proposals submitted in response to this RFP become the property of the Town of Grand Lake and are subject to the Colorado Open Records Act (C.R.S. § 24-72-201 et seq.) upon award or rejection of all proposals. Proposers are advised that confidentiality of proposal contents cannot be guaranteed.

### 7.2 Reservation of Rights

The Town reserves the following rights, which it may exercise at any time and in its sole discretion:

- To reject any or all proposals, in whole or in part
- To waive informalities or irregularities in any proposal
- To issue addenda to clarify or modify this RFP
- To request additional information or clarification from any proposer
- To cancel this RFP at any time
- To re-issue this RFP with modified terms
- To negotiate with one or more proposers simultaneously
- To award a contract to other than the lowest-cost proposer
- To select no proposer and retain existing legal counsel

### 7.3 No Obligation

This RFP does not constitute a contract, agreement, or commitment by the Town to enter into any contract or to compensate any proposer for any costs incurred in preparing and submitting a proposal. The Town shall not be liable for any proposal preparation costs, regardless of the outcome of the procurement.

### 7.4 Non-Discrimination

All proposers shall comply with all applicable federal, state, and local non-discrimination laws and regulations. The Town of Grand Lake is an equal opportunity entity and encourages proposals from qualified firms and attorneys regardless of race, color, national origin, sex, disability, or age.

### 7.5 Representations

By submitting a proposal, each proposer represents that: (a) the proposal is made in good faith and without collusion; (b) the proposer has read and understood this RFP; (c) the proposer is qualified to perform the services described; and (d) all information submitted in the proposal is true and accurate.

### 7.6 Ethics and Colorado Law

All proposers and their principals shall comply with Colorado's Government Ethics Act (C.R.S. § 24-18-101 et seq.) and all applicable ethics laws governing interactions with public officials and employees.

## SECTION VIII SUBMISSION INSTRUCTIONS

### 8.1 Deadline and Format

Proposals must be received by the Town no later than:

**[TIME], Mountain Time, on [DATE]**

Proposals shall be submitted in PDF format. The Town prefers electronic submission. Proposers submitting electronically shall send their proposal to [EMAIL ADDRESS] with the subject line: "RFP-2026-01 Town Attorney Services — [Firm Name]."

If hard copies are required, provide [NUMBER] copies delivered to: Town of Grand Lake, Attn: [Staff Contact], [Address], Grand Lake, CO 80447.

### 8.2 Required Attachments Checklist

Proposals shall include the following:

1. Cover Letter (signed by authorized representative)
2. Firm or Attorney Overview
3. Qualifications and Relevant Experience Narrative
4. Key Personnel Information and Resumes
5. Approach to Scope of Services Narrative
6. Fee Proposal (may be submitted as separate attachment)
7. Minimum of three (3) Municipal References
8. Conflict of Interest Disclosure
9. Certificate(s) of Insurance or commitment letter
10. Acknowledgment of all Addenda issued
11. Any additional information (clearly labeled)

### 8.3 Proposal Validity

Proposals shall remain valid and may not be withdrawn for a period of ninety (90) days following the proposal submission deadline, unless the Town grants an extension by mutual agreement.

### 8.4 Incurred Costs

The Town shall not reimburse any proposer for costs incurred in preparing, submitting, or presenting a proposal in response to this RFP.

## AUTHORIZED ISSUANCE

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This Request for Proposals is issued by the Town of Grand Lake, Colorado, pursuant to authorization by the Board of Trustees.

Signature	Date
Printed Name	Title



# TOWN OF GRAND LAKE

STAFF REPORT

**TO**  
Mayor & Trustees

**FROM**  
Steve Kudron, Town Manager

**DATE**  
June 5, 2026

**ACTION TYPE:**  Action Requested  Information Only

**RE: Federal Lands Access Program (FLAP) Grant Application – East Inlet Boat Ramp Rehabilitation**

## BACKGROUND

The Town of Grand Lake owns and operates the East Inlet boat ramp on Grand Lake, Colorado’s largest natural lake and a premier recreational destination at the western entrance to Rocky Mountain National Park. The ramp provides the primary public launch point for boating access to Grand Lake and the interconnected waters of the Colorado-Big Thompson Project, a federal water system managed by the U.S. Bureau of Reclamation (BOR). The facility is heavily used by residents, seasonal visitors, and the broader tourism economy that anchors the Town’s financial wellbeing.

The East Inlet boat ramp is aging and in need of significant rehabilitation. Structural deterioration, inadequate vehicle and trailer parking, and limited accessibility features have reduced the facility’s usability and created safety concerns. Addressing these deficiencies requires capital investment that exceeds the Town’s near-term budget capacity.

## FEDERAL LANDS ACCESS PROGRAM (FLAP) OPPORTUNITY

The Central Federal Lands Highway Division of the Federal Highway Administration has issued a Call for Projects under the Colorado Federal Lands Access Program (FLAP). The program funds improvements to public transportation facilities that provide access to, are adjacent to, or are located within federal lands. The approximate annual allocation for Colorado is \$16.5 million. Applications are due August 31, 2026, with project implementation anticipated in 2029–2030.

Staff has been working with Melissa Panella, Natural Resource Specialist with the U.S. Bureau of Reclamation’s Eastern Colorado Area Office, who has offered her support and expertise in advancing a FLAP application on behalf of the Town. Ms. Panella’s involvement provides a direct connection to the Federal Land Management Agency (FLMA) sponsorship required under the program.

## BENEFITS OF PURSUING A FLAP GRANT

Staff has identified the following significant benefits associated with submitting a FLAP application for the East Inlet boat ramp rehabilitation:

- **No Local Match Required.** FLAP funds are eligible to cover 100 percent of project costs, removing the most significant barrier to undertaking a capital project of this scope.
- **Strong Eligibility Fit.** The East Inlet ramp is a Town-owned public transportation facility that directly accesses BOR-managed federal waters of the Colorado-Big Thompson Project. BOR reservoirs and lakes constitute eligible federal land destinations under FLAP.
- **High-Use Recreation Site Preference.** Per FLAP legislation, preference is given to projects serving federal high-use recreation sites and federal economic generators. Grand Lake and adjacent Rocky Mountain National Park draw hundreds of thousands of visitors annually, placing this project in a highly competitive position.
- **Federal Economic Generator.** Recreational boating on Grand Lake drives significant local economic activity in lodging, dining, retail, and guide services, directly qualifying the ramp as a federal economic generator under FLAP criteria.
- **FHWA Project Delivery.** If selected, the Central Federal Lands Highway Division typically delivers the project cradle to grave, substantially reducing the administrative and management burden on Town staff.

- **Established Federal Partner Support.** Ms. Panella’s involvement through the Bureau of Reclamation provides FLMA sponsor — a required component of a competitive application — and strengthens the Town’s standing before the Programming Decisions Committee.
- **Broad Scope of Eligible Improvements.** In addition to the ramp structure itself, FLAP funding may cover adjacent parking, interpretive panels, pedestrian and bicycle facilities, and environmental mitigation, allowing for a comprehensive facility upgrade.

### CHALLENGES AND CONSIDERATIONS

Staff also identifies the following challenges and risks the Board should consider:

- **Competitive Selection Process.** Colorado’s FLAP allocation is shared among state agencies, counties, local governments, and tribes. Selection is not guaranteed, and the process involves multiple review stages through early 2027 before a final programming decision.
- **Long Project Timeline.** Even if selected, construction is not expected until 2029–2030. Immediate safety or infrastructure concerns at the ramp may require the Town to address interim needs through other means.
- **Staff Time and Coordination.** Preparing a competitive application requires staff time to compile cost estimates, visitation data, maps, photographs, and project documentation, and to coordinate with BOR and FHWA throughout the review process.
- **Limited Local Control Over Delivery.** FHWA’s Central Federal Lands acts as lead agency for project delivery. While this reduces administrative burden, it also limits the Town’s direct control over design, contractor selection, and construction sequencing.
- **NEPA and Environmental Review.** The selected project will be subject to National Environmental Policy Act (NEPA) review, which will add time and complexity during the scoping and development phases.
- **Federal Land Access Nexus Must Be Demonstrated.** The application must clearly document that the facility provides access to eligible federal lands. Staff is confident this threshold is met given the BOR connection, but the narrative must be carefully constructed.

### FISCAL NOTE

There is no local match required under the FLAP program. If awarded, federal funds would cover 100 percent of eligible project costs. Staff time will be required to prepare and submit the application and to coordinate with BOR and FHWA through the review process. No capital expenditure is being authorized at this time.

### STAFF RECOMMENDATION

Staff recommends that the Board of Trustees authorize the Town Manager to proceed with preparing and submitting a Federal Lands Access Program (FLAP) application for rehabilitation of the East Inlet boat ramp by the August 31, 2026 deadline. The project presents an exceptional opportunity to secure 100 percent federal funding for a critical piece of public infrastructure, supported by an engaged federal partner in the Bureau of Reclamation. The long-term benefit to public safety, recreational access, and the local economy substantially outweighs the staff time investment required to submit a competitive application.

Staff further recommends acknowledgment of the Town’s appreciation for the assistance of Melissa Panella, Natural Resource Specialist, Bureau of Reclamation, whose partnership is integral to the success of this effort.

### SUGGESTED MOTION

*“I move to authorize the Town Manager to prepare and submit a Federal Lands Access Program (FLAP) grant application for rehabilitation of the East Inlet boat ramp on behalf of the Town of Grand Lake, and to take all necessary actions in furtherance of that application.”*

# COLORADO FEDERAL LANDS ACCESS PROGRAM (FLAP) PROJECT APPLICATION – DRAFT

*Application Deadline: August 31, 2026*

## SECTION 1: APPLICANT INFORMATION

<b>Primary Applicant:</b>	Town of Grand Lake
<b>Applicant Type:</b>	Local Government
<b>Mailing Address:</b>	PO Box 99, Grand Lake, Colorado 80447
<b>Contact Name:</b>	Steve Kudron, Town Manager
<b>Phone:</b>	[INSERT PHONE]
<b>Email:</b>	[REDACTED]
<b>Federal Tax ID:</b>	[INSERT EIN]
<b>DUNS/UEI Number:</b>	[INSERT UEI]
<b>FLMA Sponsor:</b>	U.S. Bureau of Reclamation – Eastern Colorado Area Office
<b>FLMA Contact:</b>	Melissa Panella, Natural Resource Specialist
<b>FLMA Contact Info:</b>	Bureau of Reclamation   U.S. Dept. of the Interior   Eastern CO Area Office   MO Basin & AR-Rio Grande-TX Gulf Region
<b>Federal FLAP Contact:</b>	Andrew Valdez, Planning Team Lead – [REDACTED]

## SECTION 2: PROJECT IDENTIFICATION

<b>Project Title:</b>	East Inlet Boat Ramp Rehabilitation – Town of Grand Lake
<b>Project Location:</b>	East Inlet Boat Ramp, Grand Lake, Grand County, Colorado
<b>Latitude / Longitude:</b>	[INSERT COORDINATES]
<b>Facility Owner:</b>	Town of Grand Lake
<b>Facility Maintainer:</b>	Town of Grand Lake
<b>Federal Land Accessed:</b>	Colorado-Big Thompson Project Waters (Bureau of Reclamation); adjacent Rocky Mountain National Park (National Park Service)
<b>Distance from Federal Land:</b>	On-site / Adjacent – 0 miles
<b>Estimated Total Project Cost:</b>	[\$[INSERT ENGINEER'S ESTIMATE]]
<b>Requested FLAP Funding:</b>	[\$[INSERT AMOUNT]] (up to 100% of project cost)

<b>Non-FLAP Funds Proposed:</b>	None at this time (match not required)
<b>Anticipated Construction Year:</b>	2029–2030 (per FLAP program schedule)

**SECTION 3: PROJECT DESCRIPTION**

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**3.1 Existing Conditions**

The East Inlet boat ramp is a Town-owned, publicly accessible boat launch facility located on the eastern shore of Grand Lake in Grand Lake, Colorado. Grand Lake is Colorado's largest natural lake and one of the state's premier recreational destinations, drawing an estimated [INSERT ANNUAL VISITOR COUNT] visitors per year. The lake sits at the western entrance of Rocky Mountain National Park and is directly connected to Shadow Mountain Reservoir and Granby Reservoir through the Colorado-Big Thompson Project (CBT), a federal water conveyance system owned and managed by the U.S. Bureau of Reclamation.

The East Inlet ramp is the primary public access point for motorized and non-motorized watercraft accessing Grand Lake and the interconnected CBT waters. Current deficiencies at the facility include:

- Deteriorated launch surface: The concrete ramp surface exhibits significant cracking, spalling, and uneven settlement, creating hazardous launch and retrieval conditions.
- Inadequate parking and staging: The adjacent vehicle and trailer parking area is undersized relative to peak demand, resulting in congestion and unsafe maneuvering conditions.
- Limited accessibility: The facility does not meet current ADA accessibility standards for persons with disabilities.
- Absent or degraded amenities: Restroom facilities, courtesy docks, signage, and interpretive panels are lacking or in disrepair.
- Environmental concerns: Stormwater management is inadequate, contributing to erosion and sedimentation at the launch area.

**3.2 Proposed Improvements**

The Town of Grand Lake proposes a comprehensive rehabilitation of the East Inlet boat ramp facility. The scope of work is anticipated to include the following elements, subject to final design and NEPA review:

- Full reconstruction of the concrete boat launch ramp to current engineering standards, including appropriate slope, surface texture, and sub-base preparation.
- Expansion and reconfiguration of vehicle and trailer parking area to accommodate peak visitation demand safely.
- Installation of a courtesy/staging dock to improve the efficiency and safety of launching and retrieval.
- ADA-compliant access pathways, parking spaces, and amenity areas.
- Stormwater management improvements, including appropriate drainage infrastructure and erosion control measures.

- Replacement or installation of restroom facilities.
- Contextual wayfinding signage, interpretive panels highlighting the Colorado-Big Thompson Project and Rocky Mountain National Park, and landscaping.
- Lighting improvements for safety during low-visibility conditions.

The improvements are designed to extend the service life of the facility, eliminate existing safety hazards, improve public access, and enhance the visitor experience in a manner consistent with the natural character of Grand Lake and the surrounding federal lands.

## **SECTION 4: FEDERAL LANDS ACCESS AND NEXUS**

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### **4.1 Federal Land Destination**

The East Inlet boat ramp provides direct public watercraft access to the navigable waters of Grand Lake and the Colorado-Big Thompson Project (CBT), a federally owned and Bureau of Reclamation-managed water project. The CBT system includes Grand Lake, Shadow Mountain Reservoir, and Granby Reservoir, all of which are public recreation areas accessible via water from the East Inlet ramp. These BOR-managed waters constitute an eligible federal land destination under the Federal Lands Access Program.

Additionally, Grand Lake is situated at the western boundary of Rocky Mountain National Park (RMNP), one of the most visited National Parks in the United States. Visitors using the East Inlet ramp for non-motorized access to the upper Grand Lake and East Inlet corridor access NPS lands directly. The proximity and functional connection between the boat ramp and these two distinct federal land units – BOR and NPS – substantially strengthens the project's federal access nexus.

### **4.2 High-Use Recreation Site Qualification**

Grand Lake and the surrounding area represent one of Colorado's highest-use federal recreation corridors. Rocky Mountain National Park received approximately [INSERT NPS VISITATION DATA] visitors in [INSERT YEAR], consistently ranking among the top five most-visited national parks in the United States. Grand Lake serves as the primary western gateway to RMNP and a major recreational destination in its own right. The East Inlet boat ramp is the principal public launch facility serving this high-use area, placing this project squarely within the statutory preference category for FLAP funding.

### **4.3 Federal Economic Generator**

Recreational boating on Grand Lake generates substantial economic activity for the Town of Grand Lake and Grand County. Visitors utilizing the boat ramp contribute to local spending in lodging, food and beverage, retail, boat rentals, fishing guide services, and related tourism activities. The Town's economy is heavily dependent on the recreational appeal of Grand Lake and the federal lands that surround it. Maintaining and enhancing the quality of boat ramp access directly supports the economic vitality of the community and the region.

### **4.4 Federal Land Management Agency Support**

The Town has been working cooperatively with Melissa Panella, Natural Resource Specialist, U.S. Bureau of Reclamation, Eastern Colorado Area Office (Missouri Basin and Arkansas-Rio Grande-Texas Gulf Region). Ms. Panella has provided guidance on the FLAP application

process and has indicated BOR's support for the proposed project given its direct connection to BOR-managed waters of the Colorado-Big Thompson Project. A formal Federal Land Management Agency Support Form and Project Endorsement Form will be secured from BOR prior to final application submission.

## **SECTION 5: PROJECT NEED AND JUSTIFICATION**

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### **5.1 Safety**

The deteriorated condition of the existing ramp surface poses a direct safety risk to boaters, their equipment, and vehicle operators. Uneven and cracked concrete, combined with algae growth in areas with poor drainage, creates fall and trip hazards. The inadequate parking area forces vehicles to maneuver in close proximity to the launch area, increasing the risk of vehicle-to-vehicle conflicts and incidents near the water's edge. Rehabilitation of the facility is necessary to eliminate these documented safety deficiencies.

### **5.2 Preservation of Public Access**

Without investment, continued deterioration will reduce the operational usability of the ramp and could ultimately require closure of the facility. Closure of the East Inlet ramp would eliminate the primary public watercraft access point to Grand Lake and BOR waters, significantly degrading public access to federal lands in the region. The proposed rehabilitation preserves and enhances this critical point of public access.

### **5.3 Sustainability and Environmental Quality**

Improved stormwater management and erosion control as part of the rehabilitation will reduce sedimentation and water quality impacts to Grand Lake, a high-quality natural lake within a sensitive mountain ecosystem. ADA improvements will ensure the facility is accessible to all members of the public, consistent with the Town's and the federal government's commitment to equitable public access.

## **SECTION 6: PRELIMINARY COST ESTIMATE**

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The following is a preliminary planning-level cost estimate. A detailed engineer's estimate will be provided with the final application submittal.

<b>Work Item</b>	<b>Estimated Cost</b>	<b>Notes</b>
Ramp Reconstruction (concrete, subbase, grading)	[\$TBD]	Engineer estimate
Parking Lot Reconfiguration and Expansion	[\$TBD]	Engineer estimate
Courtesy/Staging Dock	[\$TBD]	Engineer estimate
ADA Improvements	[\$TBD]	Engineer estimate
Stormwater / Drainage Infrastructure	[\$TBD]	Engineer estimate
Restroom Facility	[\$TBD]	Engineer estimate
Signage, Interpretive Panels, Landscaping	[\$TBD]	Engineer estimate
Mobilization, Contingency (20%)	[\$TBD]	20% of construction

Design and Engineering (15%)	\$[TBD]	15% of construction
<b>TOTAL ESTIMATED PROJECT COST</b>	<b>\$[TBD]</b>	<b>FLAP 100% eligible</b>

Note: A formal engineer's opinion of probable cost will be obtained and included with the final application. The Town requests 100% FLAP funding with no local match.

**SECTION 7: VISITATION AND TRAFFIC DATA**

<b>Annual Ramp Users (launches):</b>	[INSERT – obtain from Town records / boat ramp permit data]
<b>Peak Season:</b>	Memorial Day Weekend through Labor Day
<b>Average Daily Traffic (road to ramp):</b>	[INSERT ADT – coordinate with CDOT or conduct count]
<b>Rocky Mountain National Park Annual Visits:</b>	[INSERT – source: NPS Stats, nps.gov/stats]
<b>Grand Lake Town Visitor Estimate:</b>	[INSERT – source: Grand County Tourism / Grand Lake Chamber]

NOTE TO APPLICANT: Accurate ADT and visitation data are required supporting documents for a complete FLAP application. Contact the Colorado Department of Transportation or conduct a traffic count to obtain ADT. Contact the Grand Lake Chamber of Commerce and review NPS visitation statistics at nps.gov/stats.

**SECTION 8: RESPONSE TO FLAP EVALUATION CRITERIA**

Evaluation Criterion	Project Response
<b>Consistent with FLAP's Vision</b>	Directly improves a public transportation facility (boat ramp) that provides access to BOR-managed federal waters of the Colorado-Big Thompson Project and adjacent NPS lands.
<b>Federal Lands Access Proximity &amp; Significance</b>	On-site / 0 miles. Direct access to BOR and NPS federal lands. One of the most visited federal recreation corridors in the Rocky Mountain region.
<b>High-Use Recreation Site / Federal Economic Generator</b>	Grand Lake is a premier high-use recreation destination. Rocky Mountain National Park is one of the top 5 most-visited national parks in the U.S. The facility directly supports millions of dollars in annual local tourism spending.
<b>Improves Public Access</b>	Rehabilitation eliminates safety hazards and capacity constraints that restrict current public use. ADA improvements expand access to persons with disabilities.
<b>Safety Improvement</b>	Addresses documented concrete deterioration, drainage hazards, and vehicle/trailer conflict areas that pose risks to users.

<b>Preservation</b>	Reconstructs a deteriorating public facility to extend its useful life and prevent loss of public access to federal lands.
<b>Sustainability &amp; Environmental Quality</b>	Improved stormwater management reduces sedimentation and water quality impacts in a sensitive mountain lake ecosystem.
<b>Project Cost &amp; Scope Risk</b>	Scope is well-defined and limited to rehabilitation of an existing facility. No ROW acquisition required. NEPA is anticipated to be a Categorical Exclusion.
<b>Coordination with FLMA</b>	Active coordination underway with BOR Natural Resource Specialist Melissa Panella. BOR endorsement anticipated for final submission.

**SECTION 9: SUPPORTING DOCUMENTS CHECKLIST**

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The following supporting documents are required for a complete application packet. Items marked [DRAFT] are included herein; items marked [TO OBTAIN] must be secured prior to final submission.

- [DRAFT] Project Application Narrative (this document)
- [TO OBTAIN] Completed Colorado FLAP Application Form (download from <https://highways.dot.gov/federal-lands/programs-access/CO>)
- [TO OBTAIN] Project Endorsement Form (signed by authorized Town official)
- [TO OBTAIN] Federal Land Management Agency (BOR) Support Form – coordinate with Melissa Panella
- [TO OBTAIN] Detailed Engineer's Opinion of Probable Cost
- [TO OBTAIN] Accurate ADT / Visitation Data with source documentation
- [TO OBTAIN] Project Location Map and Site Maps
- [TO OBTAIN] Site Photographs (existing conditions)
- [TO OBTAIN] NEPA Determination Memo (anticipated: Categorical Exclusion)
- [N/A at this stage] Right-of-Way documentation (not required prior to application)

**SECTION 10: SUBMISSION INFORMATION**

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Submit completed application packet by August 31, 2026 via email to: [REDACTED]  
 Copy: Andrew Valdez, Planning Team Lead – [REDACTED]  
 Copy: Melissa Panella, BOR Natural Resource Specialist – [INSERT MELISSA'S EMAIL]  
 Copy: Tara Piper, BOR FLAP Agency Contact – [REDACTED]

## PLANNING-LEVEL COST ESTIMATE

### East Inlet Boat Ramp Rehabilitation

*Town of Grand Lake, Colorado | FLAP Application Supporting Document | June 2026*

<b>Applicant:</b>	Town of Grand Lake	<b>Prepared By:</b>	Steve Kudron, Town Manager
<b>Project:</b>	East Inlet Boat Ramp Rehabilitation	<b>Date:</b>	June 5, 2026
<b>Location:</b>	Grand Lake, Grand County, CO	<b>FLMA Sponsor:</b>	U.S. Bureau of Reclamation – Eastern CO Area Office
<b>Estimate Class:</b>	Planning-Level (Class 5 / AACE)	<b>Accuracy Range:</b>	-30% to +50% (typical for Class 5)

Work Item / Description	Qty	Unit	Unit Cost	Total	Notes
<b>DIVISION 1 – Site Preparation &amp; Demolition</b>					
Remove & dispose existing concrete ramp	1,400	SF	\$8	<b>\$11,200</b>	
Demo existing dock / landing structure	1	LS	\$5,000	<b>\$5,000</b>	
Site clearing and grubbing	0.5	AC	\$8,000	<b>\$4,000</b>	
Cut/fill earthwork and rough grading	300	CY	\$35	<b>\$10,500</b>	
<b>Division Subtotal</b>	<b>\$30,700</b>				
<b>DIVISION 2 – Boat Ramp Reconstruction</b>					
Aggregate subbase (12" compacted)	200	CY	\$65	<b>\$13,000</b>	
8" reinforced concrete ramp slab	1,400	SF	\$95	<b>\$133,000</b>	
Concrete approach apron	600	SF	\$85	<b>\$51,000</b>	
Edge curbs, bollards, wheel stops	1	LS	\$8,000	<b>\$8,000</b>	
<b>Division Subtotal</b>	<b>\$205,000</b>				
<b>DIVISION 3 – Parking Area Reconfiguration &amp; Expansion</b>					
Earthwork, grading & compaction	400	CY	\$30	<b>\$12,000</b>	
6" aggregate base course	850	CY	\$55	<b>\$46,750</b>	
4" compacted gravel surface	10,000	SF	\$6	<b>\$60,000</b>	
Traffic delineation & pavement marking	1	LS	\$4,500	<b>\$4,500</b>	
<b>Division Subtotal</b>	<b>\$123,250</b>				
<b>DIVISION 4 – Courtesy / Staging Dock</b>					
Aluminum floating dock system (8' x 80')	640	SF	\$225	<b>\$144,000</b>	
ADA-compliant gangway with handrails (30')	1	EA	\$22,000	<b>\$22,000</b>	
Mooring pilings and anchor system	4	EA	\$8,500	<b>\$34,000</b>	

<b>Division Subtotal</b>	<b>\$200,000</b>				
<b>DIVISION 5 – ADA &amp; Pedestrian Improvements</b>					
Concrete accessible pathway (5' wide x 200 LF)	1,000	SF	\$15	<b>\$15,000</b>	
ADA parking spaces – striping and signage	3	EA	\$2,200	<b>\$6,600</b>	
Handrails and guardrails	150	LF	\$85	<b>\$12,750</b>	
<b>Division Subtotal</b>	<b>\$34,350</b>				
<b>DIVISION 6 – Stormwater &amp; Drainage</b>					
Detention/infiltration basin	1	LS	\$25,000	<b>\$25,000</b>	
Storm drain inlets (CDOT Type R)	4	EA	\$3,500	<b>\$14,000</b>	
12" HDPE storm drain pipe	200	LF	\$45	<b>\$9,000</b>	
Erosion control – rock check dams, silt fence	1	LS	\$10,000	<b>\$10,000</b>	
Seeding and native revegetation	1	LS	\$8,000	<b>\$8,000</b>	
<b>Division Subtotal</b>	<b>\$66,000</b>				
<b>DIVISION 7 – Restroom Facility</b>					
Pre-manufactured 2-stall accessible vault restroom	1	LS	\$85,000	<b>\$85,000</b>	
Concrete foundation and site work	1	LS	\$15,000	<b>\$15,000</b>	
Electrical service, exterior lighting	1	LS	\$8,000	<b>\$8,000</b>	
<b>Division Subtotal</b>	<b>\$108,000</b>				
<b>DIVISION 8 – Signage, Interpretive Panels &amp; Landscaping</b>					
Entry monument sign	1	EA	\$6,500	<b>\$6,500</b>	
Wayfinding and regulatory signs	6	EA	\$1,200	<b>\$7,200</b>	
Interpretive display panels (BOR/RMNP)	2	EA	\$8,500	<b>\$17,000</b>	
Native landscaping and revegetation	1	LS	\$14,000	<b>\$14,000</b>	
<b>Division Subtotal</b>	<b>\$44,700</b>				
<b>SUBTOTAL – DIRECT CONSTRUCTION (Div. 1–8)</b>				<b>\$812,000</b>	
<b>CONSTRUCTION ADJUSTMENTS</b>					
Mobilization & Demobilization	1	LS	5% of direct construction	<b>40600</b>	<i>Remote mountain site</i>
<b>Subtotal Construction (incl. Mobilization)</b>	<b>\$852,600</b>				
Construction Contingency	1	LS	20% of construction subtotal	<b>170520</b>	<i>Planning-level; reduce at final design</i>
<b>TOTAL CONSTRUCTION COST</b>	<b>\$1,023,120</b>				
<b>SOFT COSTS / PROJECT DEVELOPMENT</b>					

Design, Engineering & Permitting	<i>15% of construction</i>	15%	<b>\$153,468</b>	
Environmental Review / NEPA	<i>Categorical Exclusion anticipated</i>	LS	<b>\$15,000</b>	
Survey, Geotechnical & Materials Testing	<i>LS</i>	LS	<b>\$20,000</b>	
Construction Administration & Inspection	<i>8% of construction</i>	8%	<b>\$81,850</b>	
<b>Subtotal – Soft Costs</b>	<b>\$270,318</b>			
<b>TOTAL ESTIMATED PROJECT COST (FLAP 100% Eligible)</b>				<b>\$1,293,438</b>

**Assumptions and Notes**

1. This is a Class 5 planning-level estimate prepared in accordance with AACE International guidelines. Accuracy is –30% to +50% of final constructed cost. A formal Engineer’s Opinion of Probable Construction Cost (EOPCC) shall be prepared during final design.
2. Unit costs reflect general construction pricing for Grand County, Colorado, including a remote mountain location adjustment of approximately 20–25% above national mean costs. Costs are in 2026 dollars; FLAP construction is anticipated for 2029–2030 and should be escalated accordingly (approximately 3–5% per year).
3. Parking area is assumed to receive a compacted aggregate gravel surface consistent with the natural mountain character of the site. Asphalt paving, if required, would increase Division 3 costs by approximately \$30,000–\$40,000.
4. The floating dock is assumed to be a commercial-grade aluminum system suitable for seasonal deployment and removal to address Grand Lake’s ice conditions. Unit pricing assumes contractor-supplied system including delivery.
5. Restroom is assumed to be a prefabricated accessible vault restroom unit requiring no municipal water/sewer connection. A connected restroom with septic system would increase Division 7 costs by approximately \$75,000–\$125,000.
6. NEPA review is anticipated to qualify as a Categorical Exclusion given the rehabilitation nature of the project on an existing disturbed site. If a more extensive environmental review is required, additional costs would apply.
7. No right-of-way acquisition costs are included. The project is assumed to be entirely within Town-owned or Town-maintained property.
8. FLAP has no local match requirement; the full estimated project cost of \$1,293,438 is submitted as a 100% FLAP-funded request.