



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING AGENDA

Monday, September 08, 2025 at 4:30 PM

Town Hall Board Room – 1026 Park Avenue

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

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

<https://us06web.zoom.us/j/85069004918>

You can also dial in using your phone.

United States: 719-359-4580

Meeting ID: 850 6900 4918

WORK SESSION 4:30 PM

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Items of Discussion
 - A. Three Lakes Watershed Association Update
 - [B. Grand Lake Center Budget 2026](#)

EVENING MEETING 6:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Announcements
4. Roll Call
5. Conflicts of Interest
6. Manager's Report
 - [A. September 8, 2025](#)
7. Public Comments (Limited to 3 Minutes)
8. Consent Agenda

A. Accounts Payable- September 8, 2025

B. Meeting Minutes- August 11, 2025

C. Meeting Minutes- August 25, 2025

9. Items of Discussion

A. Consideration of Resolution 40-2025, a Resolution Setting Certain Fees for the Grand Foundations Special Event, "Colorado Rural Funders Learning Network" on September 18, 2025

B. **QUASI JUDICIAL (PUBLIC HEARING)** Consideration to Approve Resolution 36-2025, a Resolution Recommending Approval of a Preliminary Development Application for a 3-Story Mixed-Use Building Located at 900 Grand Avenue

C. Consideration of Resolution 41-2025, Approving a Shoreline Setback Variance for a Boathouse to be Located at 377 Lake Kove Dr., Also Referred to as Lake Kove Subdivision, Lot 5, Town of Grand Lake, Colorado

D. Consideration of Resolution 39-2025, Approving a Guaranteed Maximum Price Qualification Letter With Elk Mountain Construction for Space to Create

10. Future Items for Consideration

11. Mayor's Report

12. Adjourn Meeting

Grand Lake Center Budget 2026

Capital improvement/Infrastructure

1. Lighting/Replacement Fixtures for the entire building
 - Approx. \$27,000 to continue with the lights we started to replace with. Includes hallways, all classrooms and labor. Does not include medical center, PW office, fixing lights in the golf room or stage area
 - Bob: case study for all lighting to be replaced for the entire building/town facilities waiting to hear back
2. Crumbling front walkways becoming dangerous/tripping hazard
 - Need to get quote. I was reminded when I was hauling things into the center. \$5-10g max for removal and new pour
3. Playground Re-Vamp: new surface type, fix sink holes, remove dangerous equipment, add a few new pieces
 - Possible grant? For child care facility or ADA, GO CO?
 - Surface Removal and installation \$30-\$50 per sq, ft depending on surface.
4. Windows: Very old. Won't stay closed without wooden dowels in the wells Replacing will help reduce energy costs. Easy to break into.
 - Grants or energy rebates from the electric company, Bob wanted me to add it for grant consideration
 - Need quotes, was not on original list
5. Flooring in Gymnasium and Fitness studio
 - \$67,500 +up to 10% max increase from this 2025 quote
6. Cardio room, weight room, golf room if turning it into a weight room
 - Each room will be 12g. Includes demo, materials and install
7. Retractable Basketball Hoops: New winch system and backboards
 - Pully system old, uncertain of safety
 - Backboards worn and breaking
 - \$6-10g

Staff

1. Move Katie into Matts office so she has a private, quiet office to work in but can still be around if needed.
2. P/T year-round person 20 hrs max per week, no benefits
3. Close on Sundays
4. Contract cleaning service 8-12 hours a week to do bathrooms, floors, fitness equipment, meeting rooms, collect trash 3 days a week and do large event clean up. \$40-50 per hour. \$25,000 per year

- Not a town employee, no benefits
5. Crystal will be the only full-time, benefits paid employee of the GLC

Security

1. Hired Collin for the summer
2. \$1200 per month for 4 months June-Sept Friday, Saturday, and Sunday only. I am not sure where to put in the budget so, I have been putting it under Operating Supplies, need new line item or group it with Professional Services?
 - If we do it again next summer, Recommend Mid may to August \$4,200 for the summer.

Gym Master

1. Need a place to put this in my budget
2. \$2,700 per year for subscription, fobs, and fob shipping cost



MANAGER UPDATE

Meeting Date 09/08/2025

To: Town of Grand Lake Board of Trustees

From: Steve Kudron, Town Manager

Pets & Vettes 2025

Over 80 Corvettes descended on Grand Lake for a car show deemed 'Vettes for Pets'. The clubs were very pleased with the Town's hospitality as they reported more than 35 of the registrants spent the weekend and many enjoyed our stores and restaurants. Through their raffle, the club was able to raise \$2800 for Grand County Pet Pals. GCPP also raised another \$350 during the event.

Space to Create Grand Lake updates

- The Town has received a waiver of Building Fees for Space to Create Grand Lake. Thank you to the Grand County Board of Commissioners for their generous waiver of fees.
- The Three Lakes Water and Sanitation District has allowed the Town to transfer 10 taps purchased with the Mary Drive property. This transfer will save the town \$80,000 in fees and the Town will not be charged a service fee on those taps for one year.

Charge Point EV Chargers

The EV chargers located near Town Hall have finally been repaired. Although out of service for over 40 days, we are now able to accommodate the EV demand from locals and visitors again.

Public Works Director earns Safety Certification

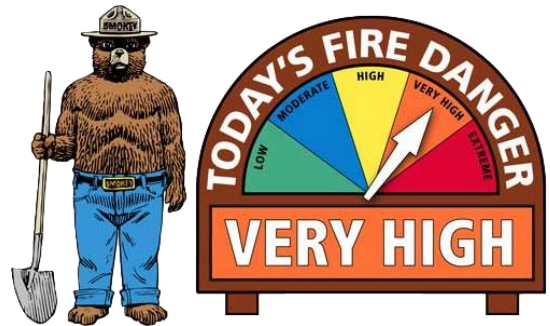


Congratulations to Matt Reed-Tolonen for passing his Certified Playground Inspector from the National Recreation and Parks Association. Matt is among a small number of those taking the test to pass on his first attempt. Congrats, Matt.

Stage 2 Fire Restrictions continue

At the recent BOCC meeting, the County Commissioners issued stage 2 fire restrictions for the county. More information can be found here:

[News Flash • Grand County Moves to Stage Two Fire Restrictio](#)



**Space to Create Ribbon Cutting
September 13, 2025 at 3pm**

Join us in downtown Grand Lake for the groundbreaking of Space to Create Grand Lake! This will be the third Space To Create project in the state of Colorado, featuring nine attainable housing units and a 3,000-square-foot community "makerspace" for creatives and artists of all kinds to practice and showcase their creations! The development will be located on the

corner of Park Avenue and Hancock Street. But wait, there's more! Immediately following the Space to Create groundbreaking event, there will also be a ribbon cutting ceremony to officially unveil the new Town Park marquee sculpture! Both of these projects are the result of long-standing partnerships and collaborative efforts between the Town of Grand Lake and the Grand Lake Creative District, among others.

Upcoming Event Highlights:

- 9/9/25 – Colorado Grand lunch stop
- 9/9/25 – The Paradise Paradox & Discussion at Shadowcliff 6pm
- 9/10/25 – 1st Annual Shadowcliff Social, co-sponsored by the Chamber of Commerce 4pm-6pm
- 9/13/2025 – Space to Create Grand Lake Groundbreaking 3pm
- 9/15-20,2025 – 11th Annual Grand Lake Constitution Week

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

Next Board Meeting: September 22, 2025



To: Mayor Bergquist & Trustees
Date: September 8, 2025
RE: Accounts Payable- September 8, 2025

BACKGROUND:

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

FISCAL NOTE

Accounts Payable documents were provided to the board via email on September 4, 2025.

STAFF RECOMMENDATION

Approve

SUGGESTED MOTIONS

I make a motion to approve/(deny) the accounts payable for September 8, 2025.



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING MINUTES

Monday, August 11, 2025, at 6:00 PM

Town Hall Board Room – 1026 Park Avenue

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

A. Call to Order

Mayor Bergquist called the Board of Trustees meeting to order at 6:06 P.M. in the Town Hall Board Room

B. Pledge of Allegiance

Mayor Bergquist led the Pledge of Allegiance.

C. Announcements

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

D. Roll Call

Mayor Bergquist, Mayor Pro-Tem Sobon, Trustees Arntson, Causseaux, Miller, Mills, Schoenherr, Town Manager Kudron, and Town Clerk Pro-Tem Weekes were present.

E. Conflicts of Interest

None.

F. Manager's Report

Pitkin House Historic Building Award

At the July Happenings at the House, the Town was Honored to receive an historic places designation for the Pitkin House. The Grand Lake Area Historical Society presents this award annually to buildings that have grown through the years keeping their historic authenticity.

Town Clerk receives International Clerk Certification

Alayna Carrell has been recognized by the International Institute of Municipal Clerks as a Certified Municipal Clerk. Fewer than 50% of clerks in Colorado ever receive this distinguished certification. Alayna says that she is honored to receive the recognition, but that her Master’s degree in Municipal Clerk study is her long-term goal. Congratulations Alayna!

Willow Planting in Rocky Mountain National Park

Ready to roll up your sleeves? Join the Kawuneeche Valley Restoration Collaborative (KVRC) and the Rocky Mountain National Park Vegetation Program for a day of ecosystem restoration in Rocky Mountain National Park! We’ll plant up to 500+ willow and alder saplings in wet meadow habitats to restore vital vegetation that supports beaver habitat and improves the Kawuneeche Valley’s natural systems.

Join us for one (or both!) of our volunteer days this September:

- **Tuesday, Sept. 16**
 - 8 a.m. to 3 p.m.
 - Timber Lake Trailhead | Timber Lake Trailhead Grand Lake, CO 80447
 - [RSVP and more information here](#)
- **Monday, Sept. 22**
 - 8 a.m. to 3 p.m.
 - Timber Lake Trailhead | Timber Lake Trailhead Grand Lake, CO 80447
 - [RSVP and more information here](#)

The Town of Grand Lake] is proud to be part of KVRC, a group of organizations that share the common goal of promoting a healthy and resilient Kawuneeche Valley to benefit ecological, recreational, and economic interests. To learn more about KVRC and our work, visit kvcollab.org. A flyer about the event is attached

Grand Lake Transit Application

The Town will be meeting with members of the Lift in Winter Park to discuss the expansion of bus service to Grand Lake. The purpose of this meeting is to develop strategies for funding using SB 230 and 1A funding as well as the application for federal transit funding. With the addition of Mountain Rail to Winter Park and Granby, this is a good opportunity to take the line through Grand Lake to the Kawuneechee Visitor Center as the Terminus. More details will follow as well as the funding required by the Town for this service.

Upcoming Event Highlights:

- 8/12/25 – Happening at the House – Reed James is the special guest
- 8/13 & 8/20, 2025 – Summer Concert Series in Town Square Park
- 8/17/25 – Buffalo Days
- 8/17/25 – Community Picnic at the Cottage Court
- 8/23/25 – Corvette Show

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

Next Board Meeting: August 25, 2025

August 11, 2025

G. Public Comments (Limited to 3 Minutes)

H. Consent Agenda

1. Accounts Payable- August 11, 2025

Mayor Pro-Tem Sobon motioned to approve the consent agenda for August 11, 2025. Trustee Mills seconded the motion, and Town Clerk Pro-Tem Weekes called for a vote.

| | |
|---------------------------|------------|
| Trustee Schoenherr | Aye |
| Trustee Mills | Aye |

| | |
|----------------------------|------------|
| Trustee Miller | Aye |
| Trustee Causseaux | Aye |
| Trustee Arntson | Aye |
| Mayor Pro-Tem Sobon | Aye |
| Mayor Bergquist | Aye |

I. Items of Discussion

1. US Constitution Week Fireworks Request

Presented by Town Clerk Pro-Tem Weekes.

Katie Ellis was present on behalf of Grand Lake US Constitution week.

Trustee Causseaux motioned to approve splitting the cost of the total of \$5,000.00 to the Grand Lake US Constitution week firework display for September 2025. Trustee Arntson seconded the motion, and Town Clerk Pro-Tem Weekes called for a vote.

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

2. QUASI JUDICIAL – Resolution 35-2025 - Consideration of a Design Review for a remodel and deck addition to an existing structure on Tract B, Block 20, Town of Grand Lake, more commonly known as 620 Grand Avenue.

Trustee Schoenherr motioned to approve Resolution 35-2025, directing staff to approve with conditions as outlined in the resolution for the design at 620 Grand Avenue. Trustee Mills seconded the motion, and Town Clerk Pro-Tem Weekes called for a vote.

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

3. 2026 Budget Calendar

Presented by Town Manager Kudron.

J. Future Items for Consideration

- Grand Lake Recreation District
- Zoning Change/Planning Matters

K. Mayor's Report

July was the busiest and one of the best Mayor Bergquist ever had. She attended many events, including a special gathering organized by the National Park Conservancy and Rocky Mountain National Park. For the first time in over 60 years, tribes like the Comanche and Arapaho came together with their youth for a three-day event celebrating indigenous homelands. They toured the park, visited ancient sites, and saw wetland restoration efforts. Despite heavy rain, we shared the story of creation at the Town Square Park with our new marquee. Town Manager Kudron and Mayor Bergquist had a chance to meet with tribal leaders and the superintendent, and she's working to bring some traditional tribal activities to Grand Lake. Mayor Bergquist will be visiting Oklahoma City in September to learn more about their programs and see what we might adopt here.

Also, a big shout out to RMRT Great Performances—they won seven Henry Awards this year, which is a huge achievement. Mayor Bergquist has been involved with Rotary bingo, which has had a great summer. The lake has seen record numbers of visitors, which is wonderful to see as August winds down. The Space to Create project is progressing well, with fundraising ongoing. If anyone wants to get involved, feel free to reach out to her.

L. EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402 (4)(a) TO DISCUSS THE PURCHASE, ACQUISITION, LEASE, TRANSFER, OR SALE OF REAL, PERSONAL, OR OTHER PROPERTY INTEREST

M. EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4)(e) FOR THE PURPOSE OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATIONS, AND/OR INSTRUCTING NEGOTIATORS FOR MARKETING CONTRACT & CIRSA MATTER

Trustee Causseaux motioned to enter into executive session pursuant to C.R.S. 24-6-402(4)(a) to discuss the purchase, acquisition, lease, transfer, or sale of real, personal, or other property interest and pursuant to C.R.S. 24-6-402(4)(e) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators for marketing contract and CIRSA matter. Trustee Miller seconded the motion, and Town Clerk Pro-Tem Weekes called for a vote.

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

N. Adjourn Meeting

Mayor Pro-Tem Sobon moved to adjourn the meeting, and Trustee Mills seconded. Town Clerk Pro-Tem Weekes called for a vote; all were in favor.

This meeting of the Board of Trustees was adjourned at 9:04 PM.

(Attest)

Alayna Carrell, Town Clerk

Christina Bergquist, Mayor



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING MINUTES

Monday, August 25, 2025, at 6:00 PM

Town Hall Board Room – 1026 Park Avenue

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1. Call to Order

Mayor Bergquist called the Board of Trustees meeting to order at 6:06 P.M. in the Town Hall Board Room

2. Pledge of Allegiance

Mayor Bergquist led the Pledge of Allegiance.

3. Announcements

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

4. Roll Call

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

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

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

5. Conflicts of Interest

None.

6. Manager's Report

A. August 25, 2025

CAST Membership Meeting 8.22.25

Mayor Bergquist and I attended the quarterly Colorado Association of Ski Towns meeting in Estes Park August 21 and 22. Topics discussed included STR policies and regulations, affordable housing development context, grant funding and other topics that impact us and many other mountain communities. We had the opportunity to share ideas and issues with peer communities from around the state.

Buffalo Days 2025

The 77th Annual Buffalo Days weekend was another roaring. From Paint and Sip and line dancing on Friday to the annual parade on Sunday, families, locals and visitors had a real boot kickin’ good time.

Stage 2 Fire Restrictions Issued

At the recent BOCC meeting, the County Commissioners issued stage 2 fire restrictions for the county. More information can be found here:

[News Flash • Grand County Moves to Stage Two Fire Restrictio](#)

Space to Create Ribbon Cutting September 13, 2025 at 3pm

Join us in downtown Grand Lake for the groundbreaking of Space to Create Grand Lake! This will be the third Space To Create project in the state of Colorado, featuring nine attainable housing units and a 3,000-square-foot community "makerspace" for creatives and artists of all kinds to practice and showcase their creations! The development will be located on the corner of Park Avenue and Hancock Street. But wait, there's more! Immediately following the Space to Create groundbreaking event, there will also be a ribbon cutting ceremony to officially unveil the new Town Park marquee sculpture! Both of these projects are the result of long-standing partnerships and collaborative efforts between the Town of Grand Lake and the Grand Lake Creative District, among others.

Upcoming Event Highlights:

8/23/25 – Vettes & Pets – Corvette Show to benefit Grand County Pet Pals

8/27, 2025 – Summer Concert Series in Town Square Park

9/1/25– Labor Day

9/9/25 – Colorado Grand lunch stop

9/15-20,2025 – 11th Annual Grand Lake Constitution Week

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

Next Board Meeting: September 8, 2025

7. Public Comments (Limited to 3 Minutes)

Katie Beeson, 13692 US Hwy 34 Mrs. Beeson lives in Grand Lake, and is raising the alarm about a growing public-safety problem: aggressive, sometimes violent, unleashed dogs on our boardwalk, beach and parks.

Two weeks ago a friends dog, Billie — a friendly dog who regularly plays with her pup — was attacked on the boardwalk by an unleashed pit mix. The owner ran off. Billie required five surgeries and thousands of dollars in medical care and is still recovering; she may never be the same. Neighbors recorded video of the attack and the aftermath; some of the footage is very difficult to watch.

The response from law enforcement was unacceptable. The sheriff’s office did not

respond the night it happened, witnesses were not interviewed, there was no immediate follow-up, and the case was handed off to animal control without sufficient resources. Mrs. Beeson has spoken with legal sources who warn that if the town does not act and similar incidents continue, the town could face lawsuits for failing to protect its citizens. This is at least the third such incident in public spaces this summer.

She is asking the town to take three concrete steps:

- 1) Help find and hold the owner accountable — post the video and offer a reward on the town’s official page to generate leads.
- 2) Publicly promote and strictly enforce leash and behavior rules with a one-strike policy: swift, substantial fines and a ban from public town property after a single act of aggression. The county’s current “leash control” standard is inadequate.
- 3) Create a fenced, regulated dog park so responsible owners have a safe place to let dogs run off-leash.

These measures will protect residents, visitors, and animals — and reduce the town’s legal exposure. Billie will likely survive, but it was close. Please don’t wait until a child or someone else is seriously injured. The safety of our town must come first.

8. Consent Agenda

A. Accounts Payable- August 25, 2025

B. Meeting Minutes- July 28, 2025

Mayor Pro-Tem Sobon motioned to approve the consent agenda for August 25, 2025. Trustee Miller seconded the motion, and Town Clerk Carrell called for a vote.

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

9. Financial Review

Presented by Manager Kudron.

10. Items of Discussion

A. QUASI JUDICIAL (PUBLIC HEARING) Resolution 38-2025, Recommending Approval of a Shoreline Variance for a Proposed New Boathouse on Shadow Mtn. Reservoir at 377 Lake Kove Drive, Grand Lake, CO

Continued to the September 8, 2025, Board of Trustees meeting.

B. QUASI JUDICIAL (PUBLIC HEARING) – Resolution 36-2025 – Preliminary Development Application for a 3-story mixed-use building located at 900 Grand Avenue. The proposal consists of ground floor commercial and two residential units.

Mayor Bergquist opened the public hearing.

Jim Cervenka, 236 Lakeview Drive- Mr. Cervenka is speaking tonight on behalf of the Grand Lake Historical Society. They reviewed the proposal over the weekend and 100% of those who responded—more than a quorum of the board—expressed strong appreciation for how closely the design follows the character of Grand Lake.

They do have a few concerns about exterior materials. Corrugated metal was not commonly used here a century ago. Early builders used what was available: logs, mill-sawn lumber, and local stone—often as a low, three- or four-foot base rather than covering whole facades. At the planning commission meeting several people suggested non-metal alternatives that offer fire resistance and low maintenance, such as fiber-cement siding (James Hardie), which can read as wood from a distance. As the planning commission said, the goal should be to “remain rustic and true to the character of Grand Lake.”

Therefore the Historical Society recommends avoiding corrugated metal and three-story stone facades; use rock sparingly and keep the exterior to materials that read like wood with limited stone accents. We don’t object to the interior uses, only how the building presents from the street—this site is highly visible as you enter the downtown core. Many elements are excellent: the gable roof, the wood-like siding, the overall form. One detail he personally finds jarring is the garage door—asked if it could be designed more like a barn door to better fit the rustic character.

Mayor Bergquist closed the public hearing.

Trustee Arntson made a motion to continue for further discussion at the September 8, 2025, Board of Trustees meeting. Mayor Pro-Tem Sobon seconded the motion, and Town Clerk Carrell called for a vote.

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

C. QUASI JUDICIAL (PUBLIC HEARING) – Resolution 37-2025 - Consideration of a Zoning Variance for 1001 and 1005 Lake Avenue to allow first floor residential units along Lake Avenue as part of a proposed development project located at 1016 Grand Avenue and 1001, 1005, and 1007 Lake Avenue.

Presented by Josh Olhava, Ayers Associates.

Mayor Bergquist opened the public hearing.

Alexander Thompson, 508 Cairns- Mr. Thompson, expressed his appreciation for the careful thought the Board has given this project and the time everyone is investing. He also wanted to acknowledge Scott Munn and his team; their work gives him confidence that they can contribute usefully to this discussion.

Mr. Thompson reviewed the February board meeting and parts of the planning commission meeting and am commenting mainly on the variance/hardship claim and two recurring assumptions. First, that lakefront commercial development isn't viable, he disagrees. Existing lakeside businesses draw steady crowds in season, and the lakeside dining and foot traffic draw is real. Second, new residential units will be occupied year-round, that seems unlikely to him; many lake properties are seasonal, and that assumption merits scrutiny.

Mr. Thompson recognizes the site is complex and construction will be challenging. He cares about preserving Grand Lake's character and the town's "authenticity," and he thinks Scott's team can design something fitting if those values guide the project. Mr. Thompson's bigger worry is the timeline: a decade of construction could disrupt tourism and nearby businesses.

Jim White, 182 Coachman Drive- Mr. White managed five municipalities in Colorado, including this one, and has seen many developers, some of whom don't follow through. He's known the developer since 2017; Mr. Kreutzer is now a Grand Lake resident and has completed several well-crafted projects that fit the community and use a variety of materials. This is a request for a variance and, unless he violates code, he has the rights of an owner. Mr. White attended the Planning Commission meeting; 14 letters, including mine and others, supported the project. The finished Sunset Motel project looks great, and the landscaping has been tasteful and durable. Mr. Kreutzer keeps his word, please give this request fair consideration.

Mayor Bergquist closed the public hearing.

Trustee Schoenherr made a motion to approve Resolution 37-2025, a resolution approving a zoning variance request for 1001 and 1005 Lake Avenue to allow first floor residential units along Lake Avenue as part of a proposed development project located at 1016 Grand Avenue and 1001, 1005, and 1007 Lake Avenue with the proposed changes recommended by the planning commission. Trustee Mills seconded the motion, and Town Clerk Carrell called for a vote.

| | |
|---------------------------|------------|
| Trustee Schoenherr | Aye |
| Trustee Miller | Aye |
| Trustee Arntson | Nay |
| Trustee Mills | Aye |

Mayor Pro-Tem Sobon **Nay**
Mayor Bergquist **Nay**

D. QUASI JUDICIAL (PUBLIC HEARING) – Ordinance 05-2025 - Consideration of a Rezoning Amendment Request to the Official Zoning Map for the Town of Grand Lake for Town-owned Property Located on Lots 1 through 4, Block 3 Town of Grand Lake, more commonly known as 1128 Park Avenue.

Presented by Josh Olhava, Ayers Associates and Town Manager Kudron.

Mayor Bergquist opened the public hearing.

No public comment was made.

Mayor Bergquist closed the public hearing.

Trustee Arntson made a motion to approve Ordinance 05-2025, approving the rezoning amendment request to the Official Zoning Map for the Town of Grand Lake for Town-owned property located on Lots 1 through 4, Block 3 Town of Grand Lake, more commonly known as 1128 Park Avenue. Trustee Schoenherr seconded the motion, and Town Clerk Carrell called for a vote.

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

E. Presentation 2026 Draft Budget

Presented by Manager Kudron.

11. Future Items for Consideration

- Space to Create

12. Mayor's Report

Mayor Bergquist attended the Colorado Association of Ski Towns with Manager Kudron and met peers from similar communities. They addressed nightly rentals, tourism and parking. While some towns’ tourism collapsed this summer, ours held, Rocky Mountain National Park helps, but Grand Lake also draws its own crowd. She urged more conversation among Trustees, the Planning Commission and the manager so everyone is prepared. The town lacks clear code; we must decide priorities and clarify rules to avoid back-and-forth.

13. Adjourn Meeting

Trustee Miller moved to adjourn the meeting, and Trustee Schoenherr seconded.
Town Clerk Carrell called for a vote; all were in favor.

This meeting of the Board of Trustees was adjourned at 9:52 PM.

(Attest)

Alayna Carrell, Town Clerk

Christina Bergquist, Mayor

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 40-2025**

**A RESOLUTION SETTING CERTAIN FEES FOR THE GRAND FOUNDATION’S
USE OF THE COMMUNITY HOUSE AND HECKERT PAVILION ON
SEPTEMBER 18TH, 2025**

WHEREAS, the Grand Foundation has scheduled the use of the Community House and Heckert Pavilion September 18th, 2025, to hold their Colorado Rural Funders Learning Network; and,

WHEREAS, the rental fee for the use of the Community House and Heckert Pavilion for the scheduled time is set at \$340 for non-profit organizations; and,

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

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

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

THAT, the Board hereby waives rental fees for the use of the Community House and Heckert Pavilion for The Grand Foundation’s, Colorado Rural Funders Learning Network to be held September 18th, 2025.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 8TH DAY OF SEPTEMBER 2025.

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

(SEAL)

ATTEST:

Alayna Carrell, Town Clerk

Christina Bergquist, Town Mayor



Meeting Date: 9/8/2025

To: Mayor Bergquist & Town Trustees

From: Sarah Weekes, Event Manager

ITEM:
CONSIDERATION OF RESOLUTION 40-2025, A RESOLUTION SETTING CERTAIN FEES FOR THE GRAND FOUNDATION’S SPECIAL EVENT, “COLORADO RURAL FUNDERS LEARNING NETWORK” ON SEPTEMBER 18TH, 2025

BACKGROUND:
The Grand Foundation is a philanthropic organization serving all Grand County, Colorado. The Foundation seeks to improve the quality of life in Grand County by proactively addressing current and future needs in the areas of Health & Human Services, Arts & Culture, Education, Sports & Recreation, and Environment.

The Colorado Funders Learning Network convenes foundations, government agencies and other funding entities investing in rural regions of Colorado. These efforts help grant makers deepen their understanding of the critical and unmet needs of rural communities, share strategies and find innovative ways of collaborating with local residents and leaders on solutions. The RFLN consists of both funding organizations located in rural areas and statewide philanthropies that fund in rural areas.

They request the Board waive the rental fee for the use of the Community House in the amount of \$300 and the rental fee for the use of the Heckert Pavilion for in the amount of \$40 for the scheduled time as they are a non-profit organization.

- When reviewing the application, the Board of Trustees is to consider the following:
- Municipal Code 11-6-3(C): Special Event Permit Application Review and Approval.***
- 1. Review Considerations. The following factors shall be considered prior to approval of a SEP:*
- (a) The predominant use of the primary facility being used; and*
 - (b) The proposed event and the event hours; and*
 - (c) Neighborhood compatibility; and*
 - (d) Effect of the proposed event on the community; and*
 - (e) The Town's anticipated cost in staff time and equipment use; and*
 - (f) The benefit to non-profit from the event; and*



- (g)The benefit to local businesses from the event; and*
- (h)Duplication of services or sale items; and*
- (i)Nature of the past event issues or similar past event issues.*

FISCAL NOTE

In 2025, the Board of Trustees has not waived any fees for the Grand Foundation.

SUGGESTED MOTIONS

***I make a motion to approve/(deny)* RESOLUTION 40-2025, A RESOLUTION SETTING CERTAIN FEES FOR THE GRAND FOUNDATION’S SPECIAL EVENT, “COLORADO RURAL FUNDERS LEARNING NETWORK” ON SEPTEMBER 8TH, 2025**



At its August 25, 2025 meeting, the Board of Trustees reviewed the Preliminary Development Application and voted to continue the item to the September 8, 2025 meeting. During the discussion, the applicant was asked to provide additional materials demonstrating compliance with step back and material requirements. The Board considered whether the step back standard applies to both the Grand Avenue and Ellsworth Street façades, as well as the interpretation of the street wall. Overall, the Board expressed a preference for minimal use of metal materials and a reduction in building mass.

Staff Analysis

Staff’s analysis is based on the updated plans submitted on August 29, 2025. These materials were provided to assist the Board of Trustees in evaluating compliance with step back and material requirements and do not include engineered plans. A complete set of plans will be required at time of Final Development Application submittal per Town Code Section 12-9-2 (E).

The following analysis references the applicable standards outlined in Town Code Section 12-2-18 – Regulations for Commercial District, Section 12-2-26 – Regulations for Mixed Use Developments, Section 12-2-28 – Parking Regulations and Design Standards, and Section 12-7-4 – Design Standards for Structures.

Town Code Section 12-2-18 – Regulations for Commercial District

The proposal meets all setback and height requirements, and the proposed commercial and residential units are uses permitted by right in the Commercial District. However, mixed-use developments in the Commercial District with greater than 50% of the total square footage of the building being used for residential purposes shall obtain a conditional use permit. The applicant is proposing 3,980 SF of commercial space (including the taphouse and outdoor patio) and 4,079 SF of residential space, requiring a conditional use permit. The applicant intends to apply for a conditional use permit at time of Final Development Application.

Town Code Section 12-2-26 – Regulations for Mixed Use Developments

Multiple family dwellings may be constructed above commercial uses provided that they meet all requirements outlined in section 12-2-26. This includes that trash and service areas shall be screened from view from the dwelling units. The trash enclosure is proposed to be constructed with wood, meeting the screening requirements.

The minimum open space land area required is 35% of the site, or 1,750 square feet of space. The applicant is meeting this requirement with the proposed 1,775 square foot patio in front of the building.

Town Code Section 12-2-28 – Parking Regulations and Design Standards

The proposed 3-bedroom residential unit requires 2 parking spaces, and the proposed 2-bedroom residential unit requires 1.5 parking spaces for a total of 4 parking spaces. The proposal includes 4 parking spaces on-site, meeting the residential parking requirements. The commercial unit requires 9 parking spaces, however, these spaces may be provided in the public right-of-way adjacent to the site. There are 9 regular parking spaces and 1 accessible parking space directly adjacent to the site, meeting the commercial parking requirements.

The applicant is required to provide snow storage for the site, which may be located within on-site parking spaces. The application is meeting the snow storage requirements.



Town Code Section 12-7-4 – Design Standards for structures

The applicant has made the following changes in response to the Planning Commission’s recommendations and the Board of Trustees discussion.

- The primary building material has been changed from wood grain metal shiplap siding to cedar lap siding. Rustable standing seam metal siding is now proposed as an accent material, which is permitted under Town Code.
- Town Code states that after the first two stories, “each additional story shall step back from the street wall a minimum of 12 feet to preserve the viewshed.” While the building is setback 36 feet from Grand Avenue and does not continue the street wall, the applicant has incorporated step backs on both the Grand Avenue and Ellsworth Street façades.
- The applicant has reduced the overall massing of the building and made design adjustments to minimize its visual impact. Additional changes to the façades include modifications to the placement and quantity of accent materials.



Updated Submittal (above)



Previous Submittal (above)

Planning Commission Discussion and Recommendation

The Planning Commission reviewed the Preliminary Development Application and held a public hearing at its August 20, 2025 meeting. Since that time, the plans have been updated in response to recommendations from the Board of Trustees. The Planning Commission has not reviewed the updated



plans.

The Planning Commission recommended that the Town Board approve the Preliminary Development Application for 900 Grand Avenue, subject to the following conditions.

1. The applicant shall apply for a Conditional Use Permit for the proposed mix of residential and commercial uses on the site.
2. The step back requirement shall apply to the façades facing Grand Avenue and Ellsworth Street.
3. The proposed primary exterior material shall not be metal.
4. The shed roof alternative along Ellsworth Street, as presented during the Planning Commission meeting on August 20, 2025, shall be incorporated into the final design.

Staff notes that the alternative rendering presented at the Planning Commission meeting on August 20, 2025, was not included in the materials submitted to staff and, therefore, is not considered in this memo.

Town Board Discussion and Determination

The Town Board should discuss the request amongst themselves, with consideration of staff analysis, the Planning Commission recommendation, public comments, and the findings of fact from the code, in order to make a decision/recommendation.

Sample Town Board Motions

Approval with or without conditions

I move to approve Resolution 36-2025, a resolution recommending approval of a Preliminary Development Application for a 3-story mixed-use building located at 900 Grand Avenue.

... with the following conditions:

-

Denial (*Using the evaluation factors of the Municipal Code for findings of fact*)

I move to deny Resolution 36-2025, a resolution recommending denial of a Preliminary Development Application for a 3-story mixed-use building located at 900 Grand Avenue.

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 36 – 2025**

**A RESOLUTION APPROVING A PRELIMINARY DEVELOPMENT APPLICATION
FOR 900 GRAND AVE**

WHEREAS, 900 THOUSAND LLC (the “Owner”) is the owner of certain real property located at 900 Grand Avenue, within the Town of Grand Lake, more particularly described as Lot 8, Block 11, Town of Grand Lake, State of Colorado; and

WHEREAS, the Owner has authorized Kaylee and Will Wallseen (the “Applicant”) to apply for a Preliminary Development Application (“Application”); and

WHEREAS, Section 12-9-4 of the Grand Lake Municipal Code (the “Code”) establishes procedures for Minor Developments; and

WHEREAS, Section 12-9-2 of the Code requires that a Preliminary Development Plan shall be reviewed by the Planning Commission for a recommendation of approval, approval with conditions, or denial to the Town Board; and

WHEREAS, on August 20, 2025, following proper notice, the Planning Commission reviewed the Application request at a public meeting; and

WHEREAS, the Planning Commission recommended approval to the Board of Trustees with conditions; and

WHEREAS, the Board of Trustees reviewed the Application, the presentation by the Owner, the recommendation of the Planning Commission, and the public testimony presented at the regularly scheduled meeting on August 25, 2025 and September 8, 2025; and

WHEREAS, based on those considerations, the Board of Trustees approves the Owner’s Preliminary Development Application.

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

1. The Board of Trustees approves the Application. Unless specified otherwise, the Owner shall satisfy any outstanding items that may include:
 - a. Payment by the Owner of all legal, engineering, and administrative fees incurred

by the Town in connection with the review, processing, consideration, and action on the Application.

- b. Compliance by the Owner with all representations made to the Planning Commission and Board of Trustees during all public hearings or meetings related to the Application.
- c. The Owner complies with all other federal, state, and local regulations, including but not limited to, obtaining building permits, business regulations, and right of way permits; and,
- d. In granting this Request the Board is not obligated to grant similar requests in the future nor does granting this Request set a precedent for any future requests.
- e. This authorization shall run with the transfer of the Property from the Owner to their successors, heirs, or grantees.
- f. ANY ADDITIONAL CONDITIONS, IF APPLICABLE.

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

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

DULY MOVED, SECONDED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO THIS 25TH DAY OF AUGUST 2025.

(S E A L)

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell
Town Clerk

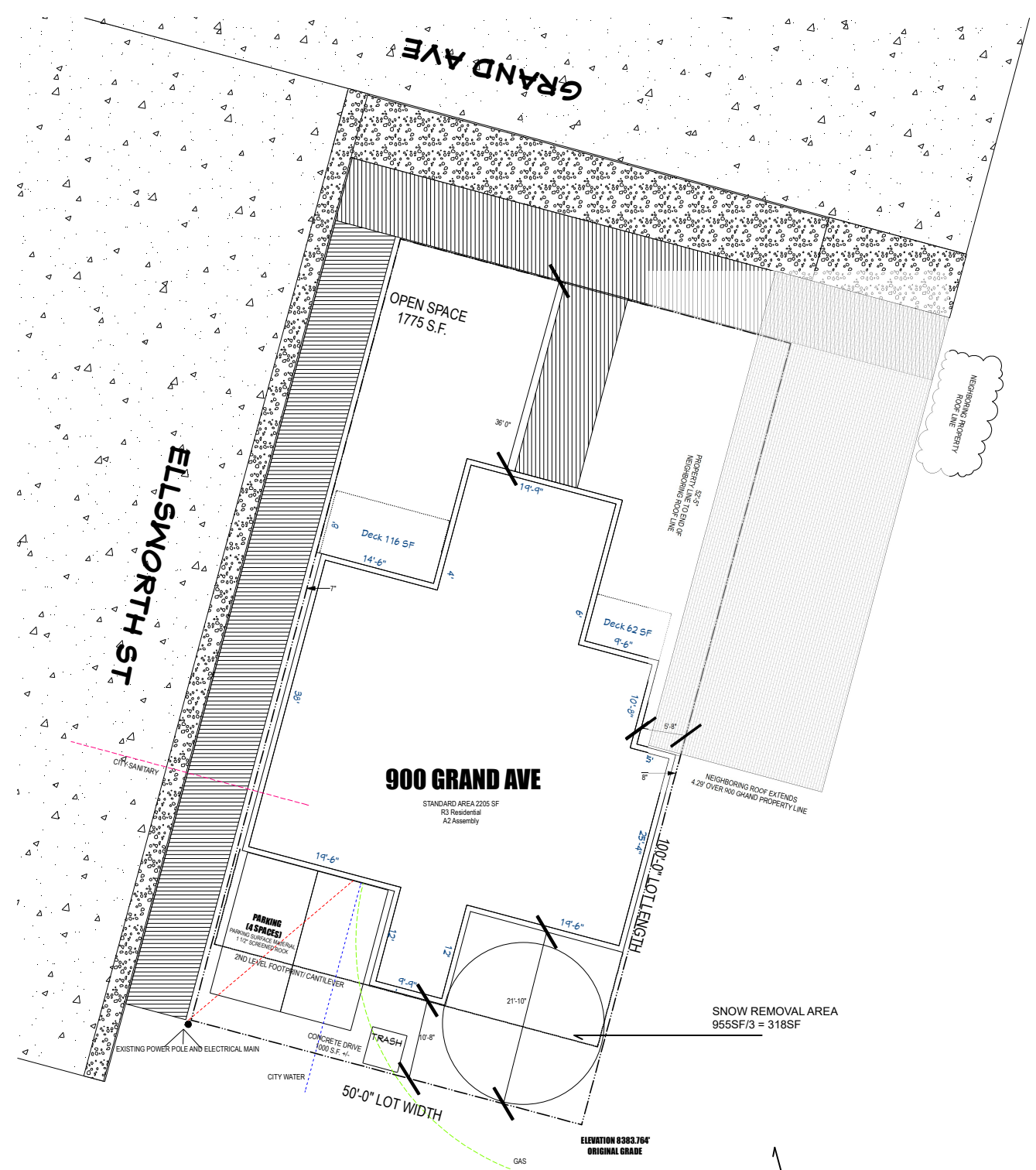
Christina Bergquist,
Mayor

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

PARKING:
CREDIT CALCULATION PER 12-2-28(B)3
 ELLSWORTH (100') FRONTAGE + GRAND (50' FRONTAGE)
 X 0.085 = 12.75 PARKING SPACES

REQUIRED CALCULATION PER 12-2-28(B)1
 2 PER RESIDENTIAL/3BR UNIT = 4
 1 PER 250 SF COMMERCIAL = 9
 NET TOTAL REQUIRED = 1

OPEN SPACE CALCULATIONS - 12-2-26(A)3
 GROUP III - 25-50% COMMERCIAL
 50-75% RESIDENTIAL
 35% REQUIRED OPEN SPACE



PLOT PLAN VIEW
 1 IN = 8 FT

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SITE PLAN

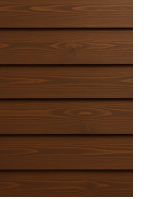
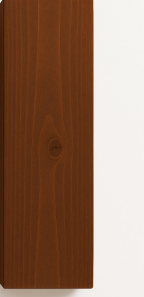




FIRESIDE CORNER
 900 GRAND AVE
 GRAND LAKE, CO

DRAWINGS PROVIDED BY:
BUILT HOUSE
 CUSTOM BUILDERS

DATE:
 8/29/2025

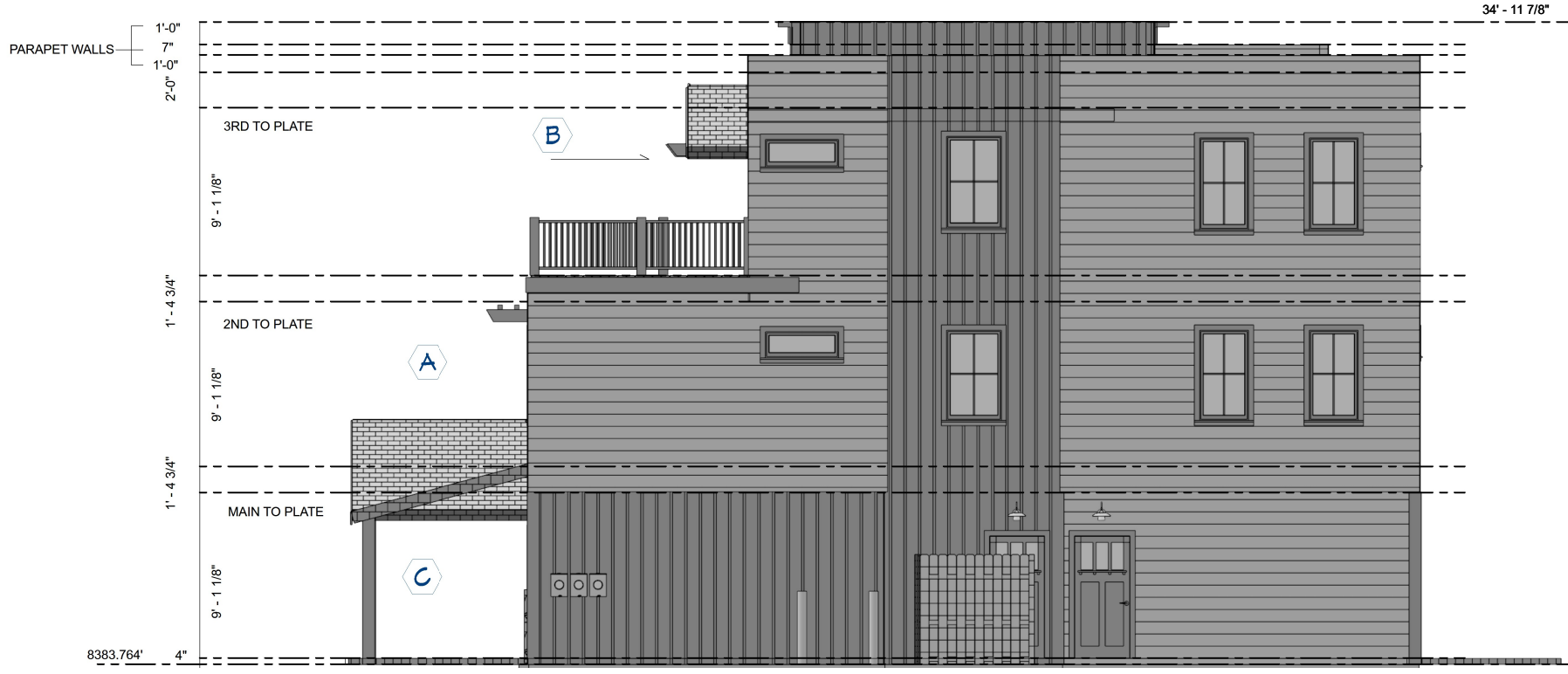
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| TYPICAL EXT. FINISHES | | |
|---|---|--|
| Cedar Lap Siding | A |  |
| Douglas Fir Timbers | B |  |
| Rustable standing seam metal siding | C |  |
| Owens Corning Duration asphalt shingles in "teak" | D |  |
| Telluride Stone Gold Collection in "Desert Tortoise Random" | E |  |
| Typical Dark Sky Compliant Exterior Lighting | F |  |



FRONT ELEVATION
 1/4" = 1'0"
 1520 TOTAL SURFACE SF
 745 TOTAL METAL SURFACE SF



REAR ELEVATION
 1/4" = 1'0"
 1470 TOTAL SURFACE SF
 505 TOTAL METAL SURFACE SF

TOTAL BUILDING SURFACE SF = 7,010 SF
 TOTAL BUILDING METAL SURFACE = 2,060
 29% TOTAL METAL

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ELEVATIONS

FIRESIDE CORNER
 600 GRAND AVE
 GRAND LAKE, CO



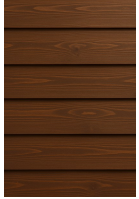





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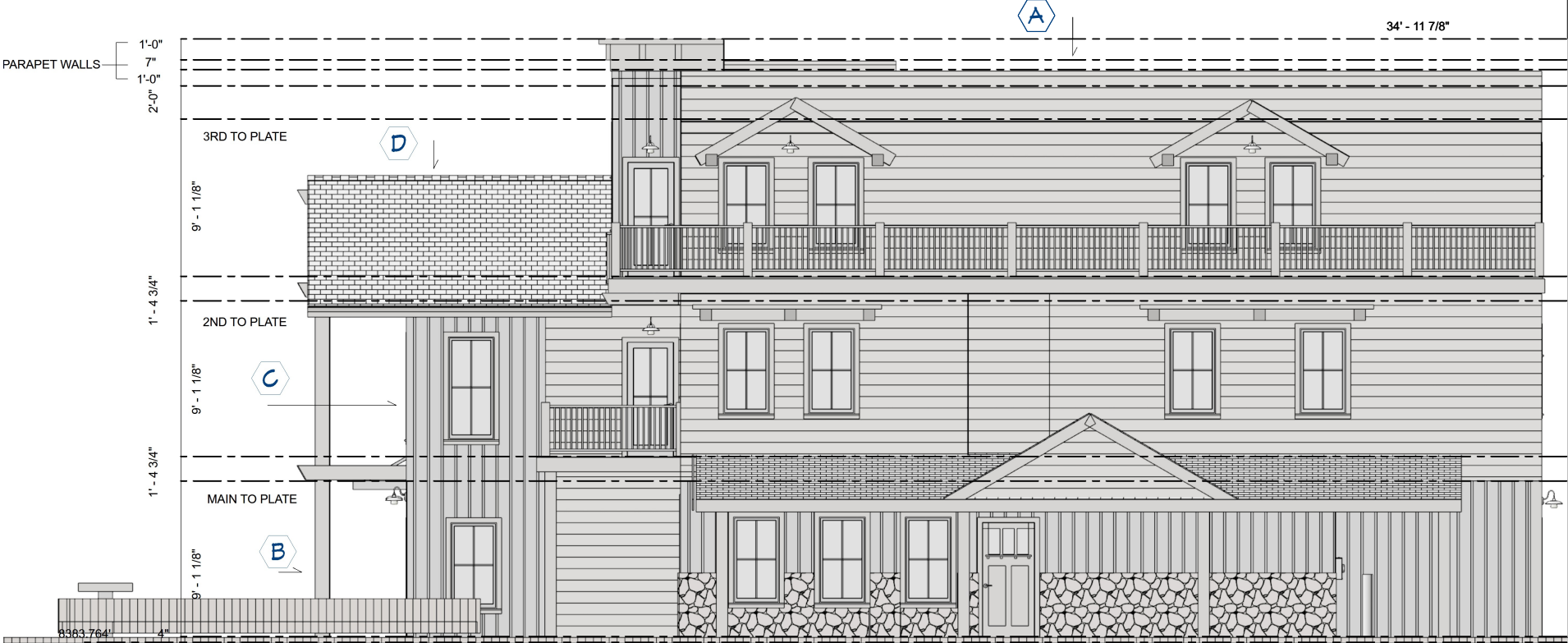
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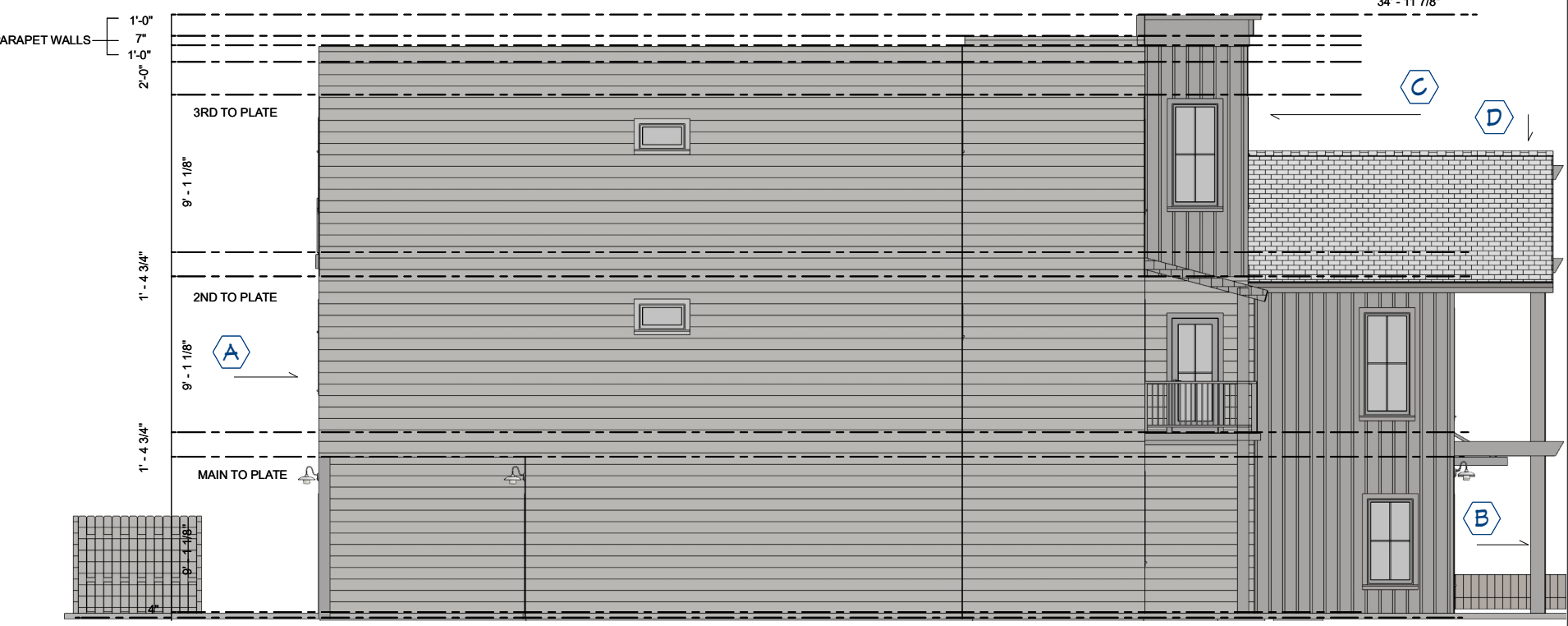
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| TYPICAL EXT. FINISHES | | |
|---|---|---|
| Cedar Lap Siding | A |  |
| Douglas Fir Timbers | B |  |
| Rustable standing seam metal siding | C |  |
| Owens Corning Duration asphalt shingles in "teak" | D |  |
| Telluride Stone Gold Collection in "Desert Tortoise Random" | E |  |
| Typical Dark Sky Compliant Exterior Lighting | F |  |



SIDE ELEVATION
 1/4" = 1'0"
 2020 TOTAL SURFACE SF
 510 TOTAL METAL SURFACE SF



SIDE ELEVATION
 1/4" = 1'0"
 2000 TOTAL SURFACE SF
 300 TOTAL METAL SURFACE SF

TOTAL BUILDING SURFACE SF = 7,010 SF
TOTAL BUILDING METAL SURFACE = 2,060
29% TOTAL METAL

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ELEVATIONS

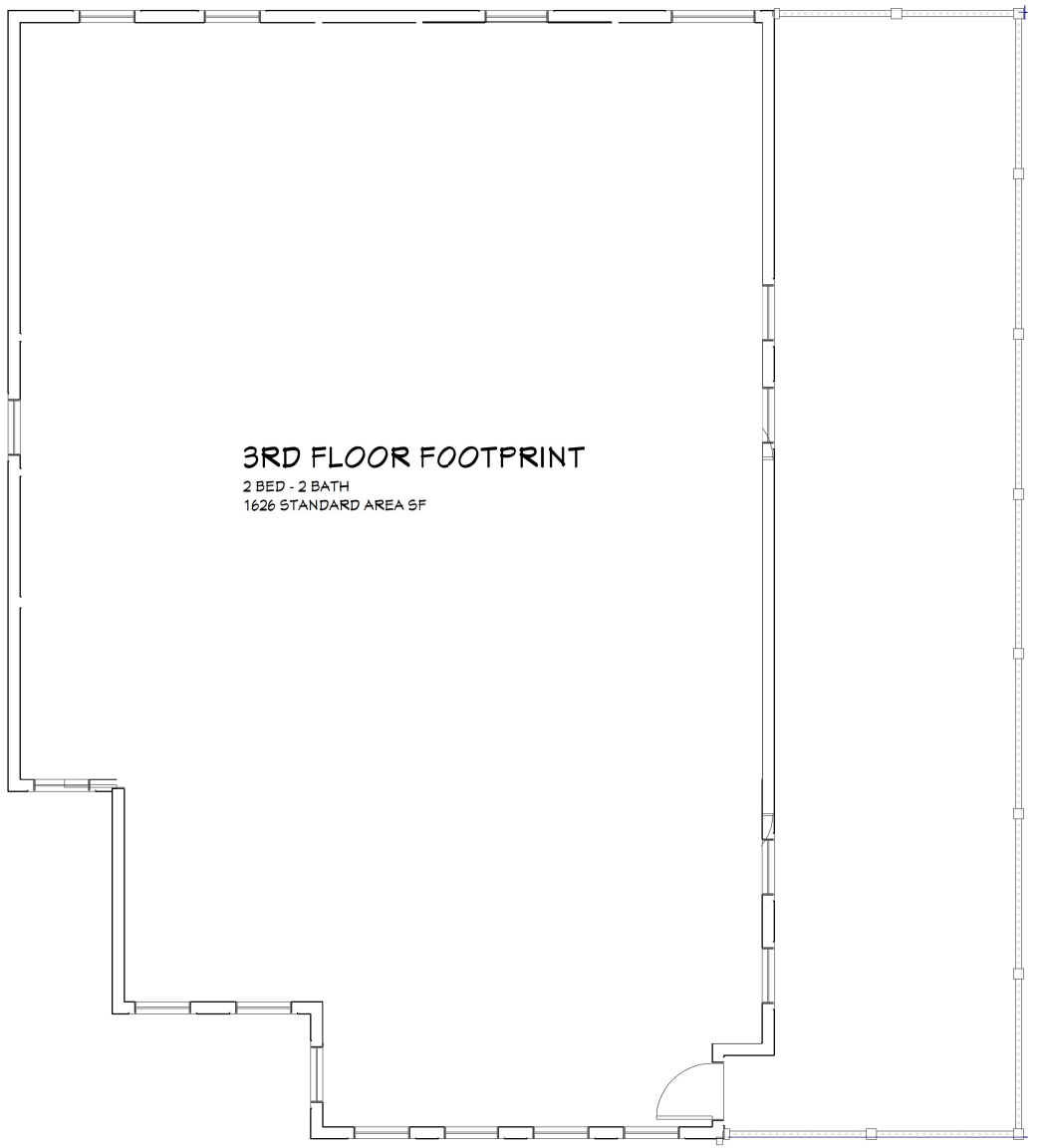
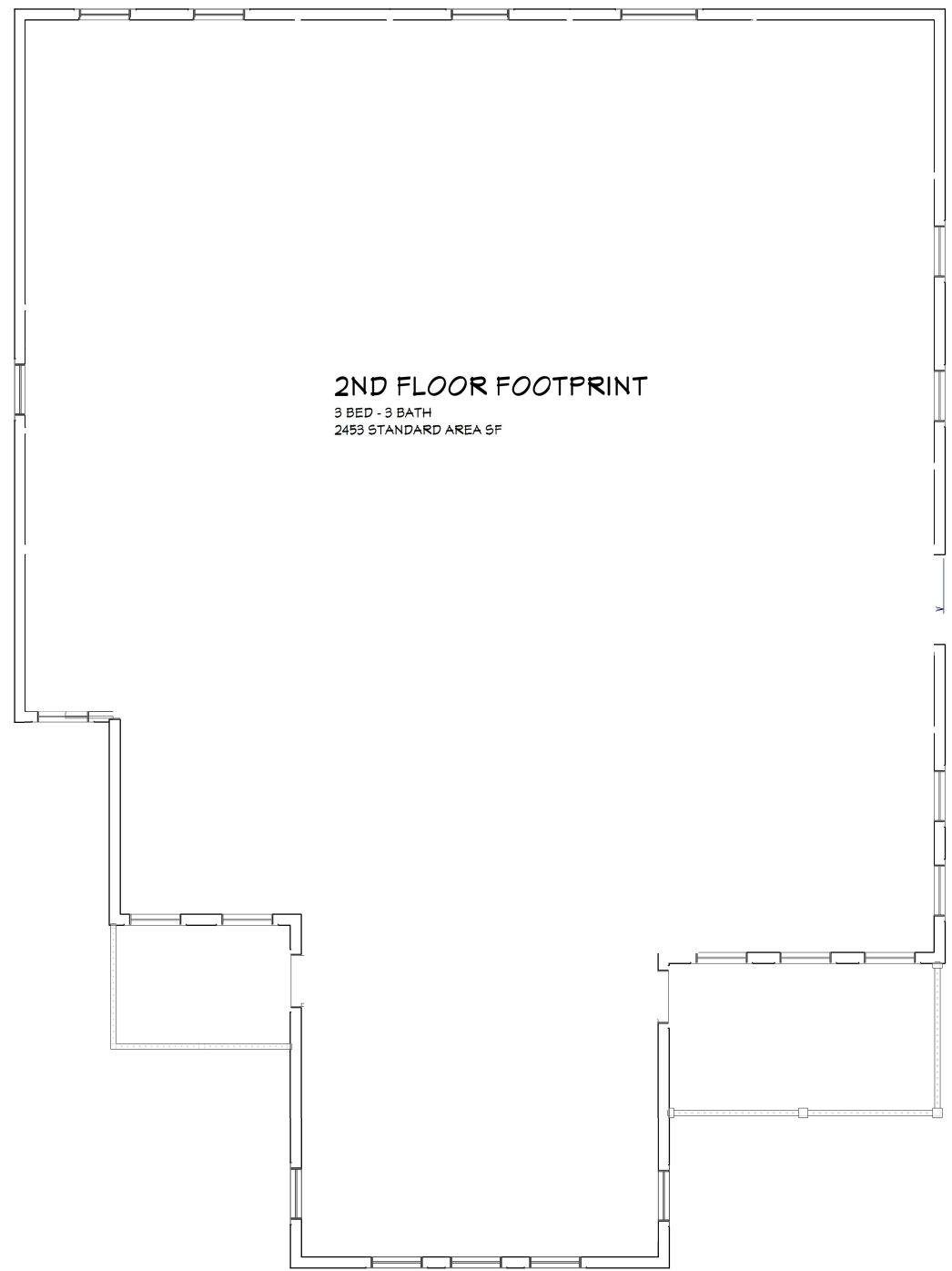
FIRESIDE CORNER
 800 GRAND AVE
 GRAND LAKE, CO

DRAWINGS PROVIDED BY:
BUILT HOUSE
 CUSTOM BUILDERS

DATE:
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TOTAL SQUARE FEET RESIDENTIAL = 4079

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2ND & 3RD FLOOR
FOOT PRINT/SF

FIRESIDE CORNER
900 GRAND AVE
GRAND LAKE, CO



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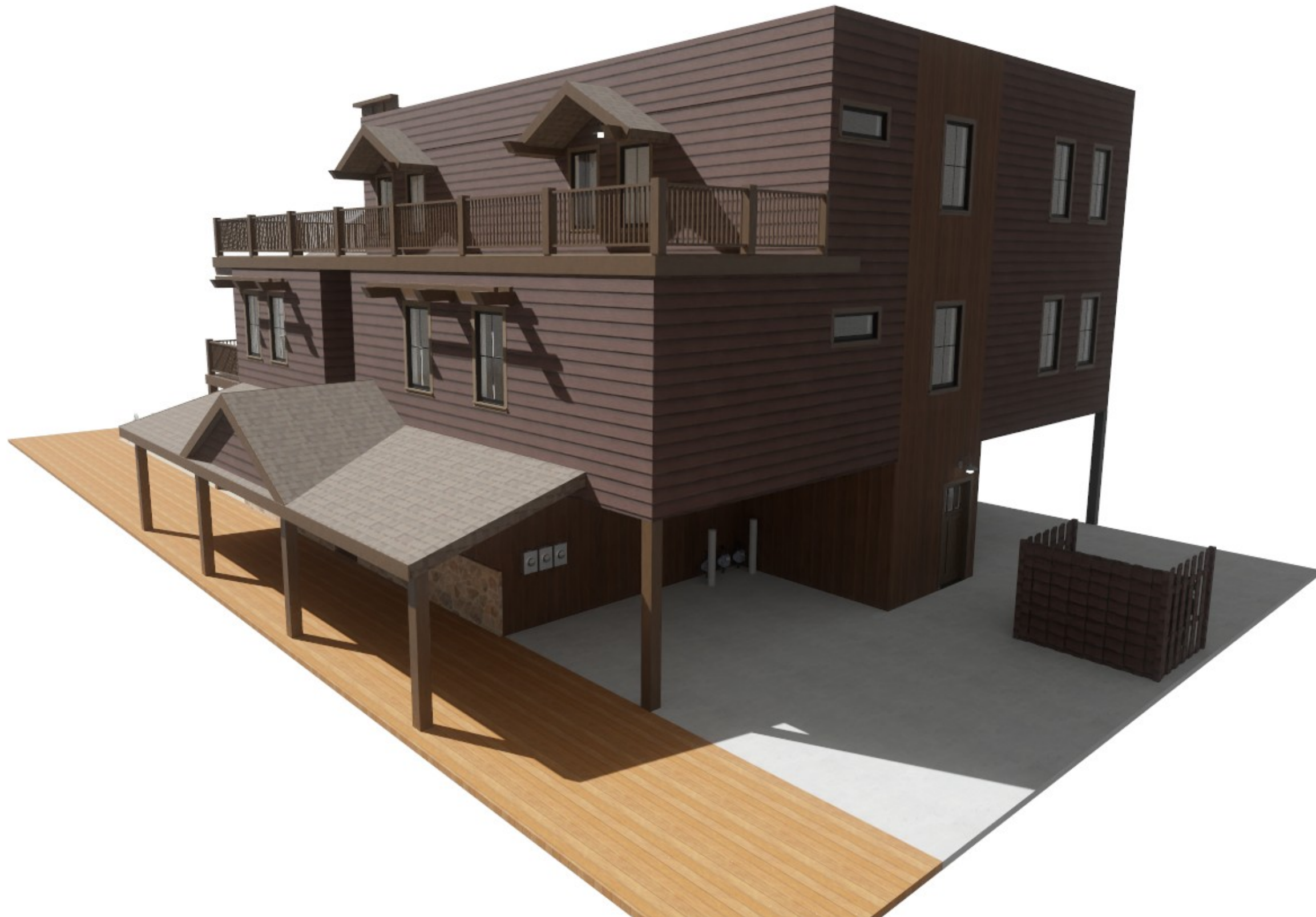
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MEMORANDUM

TO: Board of Trustees

FROM: Brian Kracke/Code Enforcement Officer & Permit Technician, Administration

DATE: 09/08/2025

SUBJECT: Request for Review and Approval – Proposed New Boathouse on Shadow Mtn. Reservoir at 377 Lake Kove Dr., Grand Lake, Colorado

Purpose:

This memo is submitted to the Grand Lake Board of Trustee’s review and consideration for construction of a proposed new private boathouse intended for the storage and maintenance of one watercraft on the property located at **377 Lake Kove Drive, Grand Lake, CO owned by Ryan Oliver, of Centennial Colorado**. The property is situated along the Shadow Mountain Reservoir shoreline.

Project Description:

The proposed boathouse will be a single-story structure designed for the storage of a single personal watercraft and recreational equipment, similar in size and dimension to other boathouses on Shadow Mountain Reservoir.

- Proposed Dimensions:
 - Length: 31’6”
 - Width: 18’
 - Height: 16’ from waterline
 - Total Building Footprint: 567 sq.ft.
- Materials: The boathouse will be constructed with materials chosen to match the residence.

Zoning Compliance and Considerations

The proposed boathouse has been designed to comply with the relevant sections of the Grand Lake Municipal Code and the 3 Lakes Design District guidelines, specifically those pertaining to accessory structures and shoreline development including: Setbacks (35’ from shoreline), Height Restrictions (16’ from the water surface), Surface Area Coverage (< 600 sq.ft.), Water Quality/Environmental Protection. In addition, the owner also holds a permit from the U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE and has delivered an Indemnification letter for the Town of Grand Lake.

Justification and Benefits

The construction of this boathouse will provide secure and protected storage for watercraft, extending their lifespan and reducing wear from exposure to the elements. It will also help maintain a tidy shoreline by providing a dedicated space for equipment. The design is in keeping with the character of lakefront properties and represents a responsible development of the property.

Request and Conclusion

We respectfully request the Grand Lake Board of Trustee’s review and approval of the proposed new boathouse at **377 Lake Kove Dr**. We believe this project is consistent with the town’s vision for lakefront development, adheres to applicable zoning regulations, and will be an aesthetically pleasing and functional addition to the property.

We are available to answer any questions the Commission may have and look forward to discussing this proposal



further.

VIII. Attachments

1. Site Plan
2. Architectural Drawings/Renderings
3. Photo of residence with Materials & Finishes Legend
4. Permit from the U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE
5. Nationwide Permit Verification from the Army Corp of Engineers
6. Indemnification letter

Recommendations for Board Action:

- That a motion be introduced and adopted to approve variance requested as submitted by Ryan Oliver in relation to the boathouse at 377 Lake Kove Dr.
- That a motion be introduced and adopted to approve the variance requests submitted by Ryan Oliver in relation to the boathouse at 377 Lake Kove Dr, contingent upon the fulfillment of the conditions as determined by the Board.



**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 41- 2025**

A RESOLUTION APPROVING A SHORELINE SETBACK VARIANCE FOR A BOATHOUSE TO BE LOCATED AT 377 LAKE KOVE DR., ALSO REFERRED TO AS LAKE KOVE SUBDIVISION, LOT 5, TOWN OF GRAND LAKE, COLORADO

WHEREAS, the Board of Trustees of the Town of Grand Lake, Colorado, pursuant to Colorado statute and the Town of Grand Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Grand Lake, Colorado; and

WHEREAS, Ryan Oliver, (“Applicant”) is the owner of certain real property located within the Town of Grand Lake, more particularly described as follows:

377 Lake Kove Dr., more particularly described as LAKE KOVE SUBDIVISION Lot: 5
LESS ROW, Town of Grand Lake, State of Colorado

(“the Property”); and

WHEREAS, the Applicant has submitted an application for a shoreline variance, seeking permission to place a single unit boathouse within the thirty (30) foot water quality setback (the Application”); and

WHEREAS, Section 12-2-29 (A) of the Grand Lake Municipal Code (the “Code”) establishes regulations for allowing activities within the thirty (30) foot water quality setback, also referred to in the Code as the stream and lake setback, including the following consideration factors:

1. The shape, size, topography, slope, soils, vegetation, and other physical characteristics of the property
2. The locations of all bodies of water on the property, including along property boundaries
3. The location and extent of the proposed setback intrusion
4. Whether alternative designs are possible which require less intrusion or no intrusion
5. Sensitivity of the body of water and affected critical habitats
6. Intensity of land use adjacent to the body of water proposed to intrusion
7. Impact on floodplains and stream functions (a variance shall not be approved when the reduction would result in the setback being narrower than the floodplain); and

WHEREAS, Section 12-2-29 (A) of the Code requires the Applicant to establish the proposed activity conforms to one (1) or more of the exception set in Section 12-3-5-(A)(4); and

WHEREAS, on August 20, 2025, the Planning Commission reviewed the Application at a public hearing; and

WHEREAS, the Planning Commission found the Applicant to have satisfactorily addressed the factors in Section 12-2-29 (A) of the Code; and

WHEREAS, the Planning Commission found the Application satisfies one or more of exceptions ‘a’ through ‘e’ set in Section 12-3-5-(A)(4); and

WHEREAS, based on the Application and the representations of the Applicant to the Planning Commission, and the comments of the public, the Planning Commission adopted Resolution No. 11-2025 recommending approval of the Application, subject to conditions; and

WHEREAS, the Board of Trustees (the “Board”) reviewed the Application at its regularly scheduled meeting on September 8, 2025; and

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

1. the Applicant has satisfactorily addressed the factors in Section 12-2-29 (A) of the Code; and
2. the Application satisfies one or more of exceptions ‘a’ through ‘e’ set in Section 12-3-5-(A)(4), specifically:

[BOT to insert one or more of exceptions a through e that it concludes apply]

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

1. The Application for a shoreline setback variance for a proposed boathouse is hereby granted, subject to the conditions set forth in Section 2., below.
2. Board of Trustee’s approval is subject to the following conditions:
 - a. Payment by the Applicant of all legal, engineering, and administrative fees incurred by the Town in connection with the review, processing, consideration, and action on the Application prior to issuance of a building permit related to the Application; and
 - b. Compliance by the Applicant with all representations made to the Planning Commission or Board of Trustees during all public hearings or meetings related to the Application; and
 - c. Compliance by the Applicant with all other federal, state, and local regulations or requirements that apply to the Property or the construction of a boathouse on in connection with the Property.
3. By approving the Application, the Board of Trustees is not obligated to approve any requests the Town receives from other applicants in the future. Nor does the Board’s approval of this Application set a precedent for any future applications.

4. The variance granted by this Resolution shall run with the Property and may be transferred by the Applicant to their successors, heirs, assigns, or grantees.

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

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

DULY MOVED, SECONDED, AND APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 8th DAY OF SEPTEMBER 2025.

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

(SEAL)

ATTEST:

Alayna Carrell, Town Clerk

Christina Bergquist, Town Mayor

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is made and entered into this 28th day of July, 2025, by and between:

GRAND LAKE VILLA, LLC, a Colorado Limited Liability company with an address at 17726 E JAMISON AVE CENTENNIAL , CO 80016-1815 ("Indemnitor"),

AND

THE TOWN OF GRAND LAKE, COLORADO, a Colorado municipal corporation, with an address at 1026 Park Avenue, Grand Lake, Colorado 80447 ("Indemnitee").

RECITALS:

WHEREAS, Indemnitor owns, leases, operates, or otherwise controls a boathouse structure (the "Boathouse") located at 377 Lake Kove Dr., Parcel No: **119306308006**, Schedule No: **R149030** Legal: *LAKE KOVE SUBDIVISION Lot: 5 LESS ROW*, within the Town of Grand Lake, Grand Lake, CO on Shadow Mountain Reservoir (the "Reservoir")

WHEREAS, the Boathouse is situated within the jurisdictional boundaries of the Town of Grand Lake, or its operation impacts property, infrastructure, or services within the Town's jurisdiction; and

WHEREAS, Indemnitor desires to indemnify and hold harmless the Indemnitee from and against any and all claims, liabilities, losses, damages, and expenses arising from or related to the Boathouse; and

WHEREAS, the Indemnitee requires this Agreement as a condition for construction of the Boathouse.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties agree as follows:


1. **Indemnification:** Indemnitor shall indemnify, defend, and hold harmless the Indemnitee, its officers, officials, employees, agents, and volunteers from and against any and all claims, demands, losses, liabilities, damages, costs, expenses, and causes of action of any kind or character, including, without limitation, attorneys' fees and litigation costs (collectively, "Claims"), arising out of, relating to, or in connection with: a. The ownership, construction, maintenance, repair, operation, use, removal, or presence of the Boathouse; b. Any act or omission of Indemnitor, its agents, employees, contractors, or invitees, related to the Boathouse or its activities on or near the Reservoir; c. Any actual or alleged violation of any federal, state, or local law, ordinance, rule, or regulation related to the Boathouse or its activities; d. Any injury to or death of any person, or damage to or loss of any property, caused by, arising out of, or in any way connected with the Boathouse or activities conducted by or on behalf of Indemnitor.
2. **Scope of Indemnification:** The indemnification obligations set forth in Section 1 shall apply regardless of whether such Claims are caused in whole or in part by the negligence of the Indemnitee, provided that such Claims are not caused by the sole gross negligence or willful misconduct of the Indemnitee.

- 3. **Defense:** Indemnitor shall, at its sole cost and expense, defend the Indemnitee against any Claims covered by this Agreement, using counsel reasonably acceptable to the Indemnitee. Indemnitee shall promptly notify Indemnitor in writing of any Claim for which indemnification is sought. Indemnitee shall cooperate fully with Indemnitor in the defense of any such Claim.
- 4. **Insurance:** Indemnitor shall, at its sole cost and expense, procure and maintain, throughout the period of ownership, lease, or operation of the Boathouse, and for a period of 3 years thereafter, commercial general liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, naming the Town of Grand Lake as an additional insured. Indemnitor shall provide Indemnitee with a certificate of insurance evidencing such coverage prior to [e.g., initial operation/permit issuance] and annually thereafter.
- 5. **No Waiver:** Nothing in this Agreement shall be construed as a waiver of any governmental immunity or other defense available to the Indemnitee under Colorado law, including, but not limited to the Colorado Governmental Immunity Act, .C.R.S. §§ 24-10-101, *et. seq.*
- 6. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws principles.
- 7. **Severability:** If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 8. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral.
- 9. **Amendments:** This Agreement may not be amended or modified except by a written instrument executed by both parties.

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

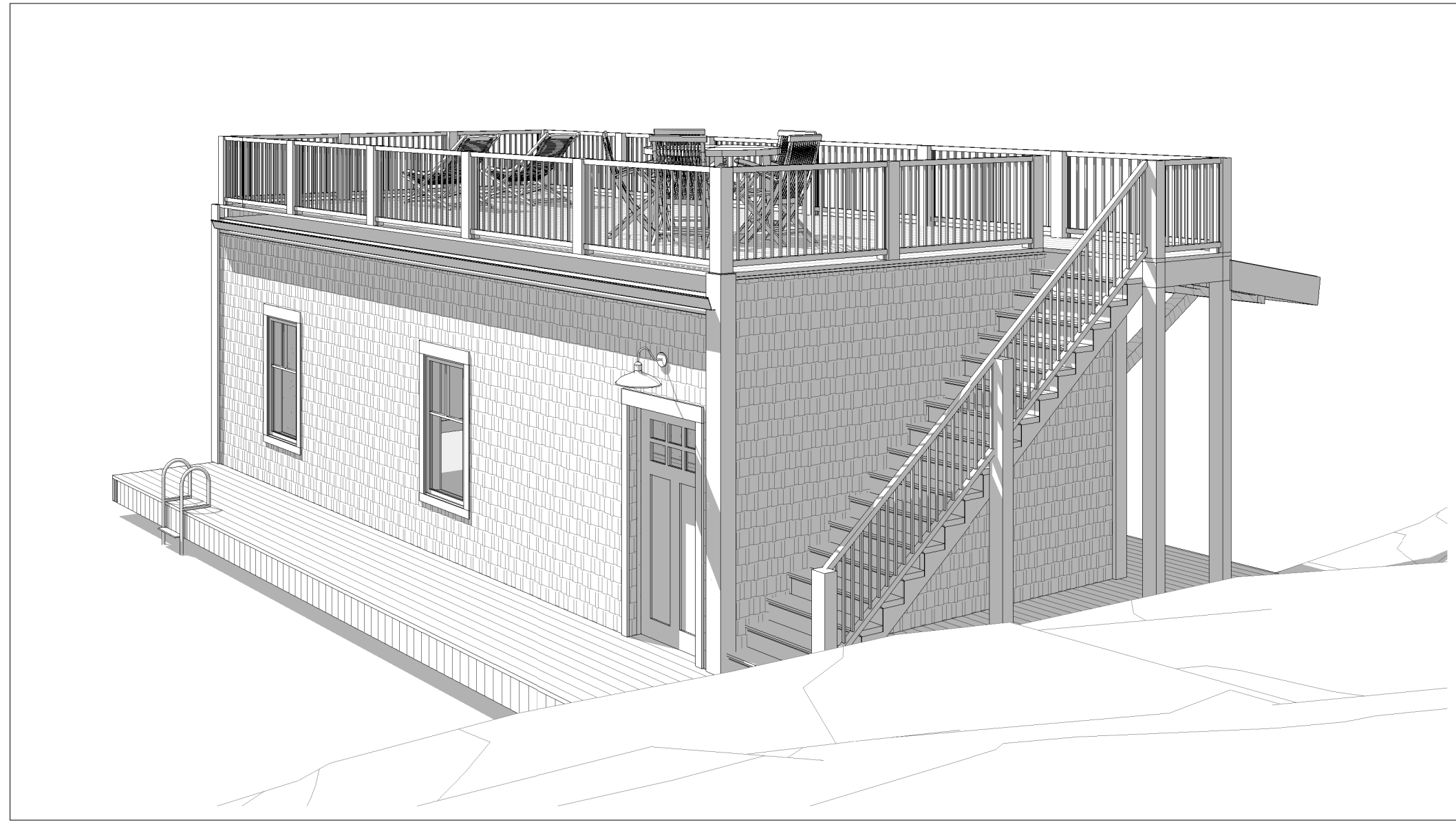
INDEMNITOR:

GRAND LAKE VILLA, LLC,

By:  Name: Christopher Oliver

THE TOWN OF GRAND LAKE, COLORADO:

By: _____ Name: Steve Kudron, Town Manager



GENERAL NOTES

- COPYRIGHT:**
ALL PLANS, DESIGNS AND CONCEPTS SHOWN IN THESE DRAWINGS ARE THE EXCLUSIVE PROPERTY OF MUNN ARCHITECTURE, AIA, LLC AND SHALL NOT BE USED, DISCLOSED, OR REPRODUCED FOR ANY PURPOSE WHATSOEVER WITHOUT THE ARCHITECT'S WRITTEN PERMISSION.
- CODES:**
THIS PROJECT IS GOVERNED BY THE LOCALLY ENFORCED BUILDING CODES AS ADOPTED BY THE AUTHORITY HAVING JURISDICTION (AHJ). CODE COMPLIANCE IS MANDATORY. THE DRAWINGS AND SPECIFICATIONS SHALL NOT PERMIT WORK THAT DOES NOT CONFORM TO THESE CODES, UNLESS NOTED OTHERWISE. THE GENERAL CONTRACTOR AND THE SUBCONTRACTORS SHALL BE RESPONSIBLE FOR SATISFYING ALL APPLICABLE CODES AND OBTAINING ALL PERMITS AND REQUIRED APPROVALS. BUILDING AREAS ARE SHOWN FOR CODE PURPOSES ONLY AND SHALL BE RECALCULATED FOR ANY OTHER PURPOSES.
- FIELD VERIFICATION:**
VERIFY ALL DIMENSIONS, CONDITIONS, AND UTILITY LOCATIONS ON THE JOB SITE PRIOR TO BEGINNING ANY WORK OR ORDERING ANY MATERIALS. NOTIFY ARCHITECT OF ANY CONFLICTS OR DISCREPANCIES IN THE DRAWINGS IMMEDIATELY.
- DIMENSIONS:**
WRITTEN DIMENSIONS ALWAYS TAKE PRECEDENCE OVER SCALED DIMENSIONS. DO NOT SCALE DRAWINGS. VERIFY ALL DIMENSIONS SHOWN PRIOR TO BEGINNING ANY WORK AND NOTIFY ARCHITECT OF ANY CONFLICTS OR DISCREPANCIES FOR INTERPRETATION OR CLARIFICATION. PLAN DIMENSIONS ARE TO THE FACE OF THE FRAMING MEMBERS, FACE OF WOOD FURNISHING OR FACE OF CONCRETE WALLS UNLESS OTHERWISE NOTED. SECTION OR ELEVATION DIMENSIONS ARE TO TOP OF CONCRETE, TOP OF PLYWOOD, OR TOP OF WALL PLATES OR BEAMS UNLESS OTHERWISE NOTED
- DISCREPANCIES:**
THE OWNER HAS REQUESTED THE ARCHITECT TO PROVIDE LIMITED ARCHITECTURAL AND ENGINEERING SERVICES. IN THE EVENT THAT ADDITIONAL DETAILS OR GUIDANCE ARE NEEDED BY THE CONTRACTOR FOR THE CONSTRUCTION OF ANY ASPECT OF THIS PROJECT, HE OR SHE SHALL IMMEDIATELY NOTIFY THE ARCHITECT. FAILURE TO GIVE SIMPLE NOTICE SHALL RELIEVE THE ARCHITECT OF RESPONSIBILITY. DO NOT PROCEED IN AREAS OF DISCREPANCY UNTIL ALL SUCH DISCREPANCIES HAVE BEEN FULLY RESOLVED WITH WRITTEN DIRECTIONS FROM THE ARCHITECT.
- DUTY OF COOPERATION:**
RELEASE OF THESE PLANS CONTEMPLATES FURTHER COOPERATION BETWEEN THE OWNER AND/OR OWNER'S REPRESENTATIVE, HIS OR HER CONTRACTOR, AND THE ARCHITECT. DESIGN AND CONSTRUCTION ARE COMPLEX, ALTHOUGH THE ARCHITECT AND HIS CONSULTANTS HAVE PERFORMED THEIR SERVICES WITH DUE CARE AND DILIGENCE, THEY CANNOT GUARANTEE PERFECTION. COMMUNICATION IS IMPERFECT, AND EVERY CONTINGENCY CANNOT BE ANTICIPATED. ANY AMBIGUITY OR DISCREPANCY DISCOVERED BY THE USE OF THESE PLANS SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT. FAILURE TO NOTIFY THE ARCHITECT COMPOUNDS MISUNDERSTANDING AND INCREASES CONSTRUCTION COSTS. A FAILURE TO COOPERATE BY A SIMPLE NOTICE TO THE ARCHITECT SHALL RELIEVE THE ARCHITECT FROM RESPONSIBILITY FOR ALL CONSEQUENCES.
- CHANGES TO WORK:**
ANY ITEMS DESCRIBED HEREIN THAT IMPACT PROJECT BUDGET OR TIME SHALL BE REQUESTED FROM THE CONTRACTOR VIA A WRITTEN CHANGE ORDER REQUEST PRIOR TO SUCH WORK. PERFORMANCE OF SUCH WORK WITHOUT APPROVAL BY CHANGE ORDER INDICATES THE GENERAL CONTRACTOR'S ACKNOWLEDGMENT OF NO INCREASE IN CONTRACT SUM OR TIME. CHANGES FROM THE PLANS OR SPECIFICATIONS MADE WITHOUT THE CONSENT OF THE ARCHITECT ARE UNAUTHORIZED AND SHALL RELIEVE THE ARCHITECT OF RESPONSIBILITY FOR ANY AND ALL CONSEQUENCES RESULTING FROM SUCH CHANGES.
- WORKMANSHIP:**
IT IS THE INTENT AND MEANING OF THESE DRAWINGS THAT THE CONTRACTOR AND EACH SUBCONTRACTOR PROVIDE ALL LABOR, MATERIALS, TRANSPORTATION, SUPPLIES, EQUIPMENT, ETC. TO OBTAIN A COMPLETE JOB WITHIN THE RECOGNIZED STANDARDS OF THE INDUSTRY.
- SUBSTITUTIONS:**
SUBSTITUTION OF "EQUAL" PRODUCTS WILL BE ACCEPTABLE WITH THE ARCHITECT'S WRITTEN APPROVAL.
- CONSTRUCTION SAFETY:**
THESE DRAWINGS DO NOT INCLUDE THE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. THE GENERAL CONTRACTOR SHALL PROVIDE FOR THE SAFETY, CARE OF UTILITIES AND ADJACENT PROPERTIES DURING CONSTRUCTION AND SHALL COMPLY WITH STATE AND FEDERAL SAFETY REGULATIONS.
- EXCAVATION PROCEDURES:**
UPON COMPLETION OF ANY EXCAVATION, THE OWNER SHALL RETAIN A SOILS ENGINEER TO INSPECT THE SUBSURFACE CONDITIONS IN ORDER TO DETERMINE THE ADEQUACY OF FOUNDATION DESIGN. CONTRACTOR SHALL NOT POUR ANY CONCRETE UNTIL APPROVAL IS OBTAINED FROM SOILS ENGINEER.
- FIELD CUTTING OF STRUCTURAL MEMBERS:**
THE GENERAL CONTRACTOR AND THE SUBCONTRACTORS SHALL FIELD COORDINATE AND OBTAIN APPROVAL FROM ENGINEER BEFORE ANY CUTTING, NOTCHING OR DRILLING OF ANY CAST-IN-PLACE CONCRETE, STEEL FRAMING OR ANY OTHER STRUCTURAL ELEMENTS WHICH MAY AFFECT THE STRUCTURAL INTEGRITY OF THE BUILDING. REFER TO 2009 I.R.C., MANUFACTURER'S OR SUPPLIER'S INSTRUCTIONS, AND STRUCTURAL DRAWINGS FOR ADDITIONAL REQUIREMENTS.
- WEATHER CONDITIONS:**
THE OWNER HAS BEEN ADVISED THAT DUE TO HARSH WINTER CONDITIONS, ROOF AND DECK SURFACE MUST BE MAINTAINED REASONABLY FREE OF ICE AND SNOW TO ENSURE MINIMAL PROBLEMS WITH THESE SURFACES. ALL ROOFING, ROOFING MEMBRANE AND WATERPROOFING SHALL BE APPROVED IN WRITING BY PRODUCT MANUFACTURER (W.R. GRACE FOR BITUTHENE, ETC.) PRIOR TO PROCEEDING WITH ANY WORK. FAILURE TO PROVIDE THESE WRITTEN APPROVALS REMOVES ALL RESPONSIBILITY FOR THE WORK FROM THE ARCHITECT.
- BUILDING AREA:**
BUILDING AREAS ARE SHOWN FOR CODE PURPOSES ONLY AND SHALL BE RECALCULATED FOR ANY OTHER USE.

- PROJECT STAKING:**
THE GENERAL CONTRACTOR SHALL VERIFY ALL EXISTING GRADES AND STAKE ALL BUILDING CORNERS AND DRIVEWAY LOCATION FOR OWNER/ARCHITECT AND DESIGN REVIEW BOARD APPROVAL PRIOR TO BEGINNING ANY SITE CLEARING.
- SITE DISTURBANCE:**
IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT THE EXISTING TREES TO REMAIN AND ADJACENT PROPERTIES FROM DAMAGE DURING CONSTRUCTION. PROVIDE PROTECTIVE FENCING THROUGHOUT CONSTRUCTION.
- PROJECT GRADES:**
THE GENERAL CONTRACTOR SHALL CHECK AND VERIFY ALL GRADES INCLUDING PAVED AREAS SLOPES PRIOR TO POURING ANY FOUNDATION. SURVEY WORK SHOULD BE VERIFIED IN DETAIL.

SUSTAINABLE CONSTRUCTION PRACTICES

- ENVIRONMENTAL HEALTH**
IT IS THE ARCHITECT'S INTENT THAT THE CLIENT RECEIVE A PRODUCT THAT IS BOTH FUNCTIONAL AND DESIGNED WITH THE HEALTH AND WELL-BEING OF THE CLIENT IN MIND. TO THIS END, IT IS ASSUMED THAT MATERIALS SPECIFIED WILL BE, WHENEVER AND WHEREVER POSSIBLE, OF THE HIGHEST QUALITY AND OF AN ENVIRONMENTALLY SOUND NATURE. THIS INCLUDES, BUT IS NOT LIMITED TO, PAINTS AND CARPETS WITH NO TO LOW VOLATILE ORGANIC COMPOUND EMISSIONS.
- RECYCLED MATERIALS & PRODUCTS**
FULLY OR PARTIALLY RECYCLED MATERIALS & PRODUCTS ARE TO BE USED AS ALTERNATIVES TO ORIGINAL-USE PRODUCTS WHENEVER APPROPRIATE (e.g. LUMBER, FLOORING, ETC.). IT IS FURTHER EXPECTED THAT THE CONTRACTOR WILL PURCHASE MATERIALS THAT ARE MANUFACTURED AS PHYSICALLY CLOSE TO THE LOCATION OF THE PROJECT AS CAN BE REASONABLY EXPECTED, WITH THE CONSIDERATION OF CARBON EMISSIONS IN MIND.
- INSULATIONS**
WHERE CELLULOSE INSULATION IS USED AS AN ALTERNATIVE TO FIBERGLASS BATT OR FOAM, CONTRACTOR IS TO ADHERE STRICTLY TO MANUFACTURER'S GUIDELINES FOR INSTALLATION AND MOISTURE CONTROL. R-VALUES MUST EQUAL OR EXCEED SPECIFIED R-VALUES ON PLANS.
- GLUES AND ADHESIVES**
LOW V.O.C. GLUES AND ADHESIVES ARE TO BE USED WHEN THEY MEET PROJECT TOLERANCES. EXAMPLES INCLUDE: DAP® 20308 Heavy-Duty Projects VOC-Compliant Construction Adhesive & PL 400® Low VOC Heavy Duty Construction Adhesive.
- PAINTS AND SOLVENTS**
USE LOW- OR ZERO-V.O.C. PAINTS SUCH AS KELLY-MOORE 'ENVIRO-COTE' OR DEVCO 'WONDERPURE' TYPE PAINTS. EXTERIOR OIL-BASED PAINTS ARE TO BE THINNED OR CLEANED WITH TURPENTINE, OR OTHER NATURAL SOLVENTS. USE NATURAL PAINTS WHERE POSSIBLE, AS THE CLIENT REQUIRES.
- RESOURCES**
USE THE LEED ONLINE GUIDELINES FOR SUSTAINABLE OPTIONS. ADDITIONAL RESOURCES CAN BE FOUND AT:
<http://www.green-buildings.com/products-certification>
THE NAHB GREEN ICC 700 NATIONAL GREEN BUILDING STANDARD CAN ALSO BE USED TO INFORM THE SUSTAINABLE BUILDING PRACTICES PLAN OUTLINED BELOW.
<http://www.NAHBGREEN.ORG>
- THE CONTRACTOR IS TO PRESENT A SUSTAINABLE BUILDING PRACTICES PLAN TO THE ARCHITECT & CLIENT DETAILING THE PROPOSED SUSTAINABLE ALTERNATIVES HE OR SHE INTENDS TO IMPLEMENT.**

SITE NOTES

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

MINIMUM DESIGN CRITERIA

FOR CLIMATE ZONES 7 & 8:

- | | | |
|--------------------------|-------|----------------------|
| 1. DESIGN SNOW LOAD: | _____ | 91 PSF (ROOF) |
| 2. WIND LOAD (ULTIMATE): | _____ | 115 MPH |
| 3. SEISMIC DESIGN: | _____ | CATEGORY B |

APPLICABLE CODES AND STANDARDS

JURISDICTION
THE TOWN OF GRAND LAKE
GRAND COUNTY BUILDING DEPARTMENT
THREE LAKES WATER AND SANITATION DISTRICT
GRAND LAKE FIRE PROTECTION DISTRICT
COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT

APPLICABLE CODES
2015 IRC - INTERNATIONAL RESIDENTIAL CODE
2015 IECC - INTERNATIONAL ENERGY CONSERVATION CODE
2015 IFC - INTERNATIONAL FIRE CODE
2015 IFGC - INTERNATIONAL FUEL GAS CODE
2015 IMC - INTERNATIONAL MECHANICAL CODE
2015 IPC - INTERNATIONAL PLUMBING CODE
2017 NEC - NATIONAL ELECTRIC CODE
THE TOWN OF GRAND LAKE MUNICIPAL CODE

ENERGY CODE REQUIREMENTS

- AIR LEAKAGE**
THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING A SEALED, WEATHER TIGHT BUILDING THERMAL ENVELOPE AS REQUIRED PER IECC 402.4 WITH CAULKING, GASKETS, WEATHERSTRIPPING OR OTHERWISE SEALED WITH AN AIR BARRIER MATERIAL, SUITABLE FILM OR SOLID MATERIAL AT THE FOLLOWING LOCATIONS:
 - ALL JOINTS, SEAMS AND PENETRATIONS.
 - SITE-BUILT WINDOWS, DOORS AND SKYLIGHTS.
 - OPENINGS BETWEEN WINDOW AND DOOR ASSEMBLIES AND THEIR RESPECTIVE JAMBS AND FRAMING.
 - UTILITY PENETRATIONS.
 - DROPPED CEILINGS OR CHASES ADJACENT TO THE THERMAL ENVELOPE
 - KNEE WALLS
 - WALLS AND CEILINGS SEPARATING A GARAGE FROM CONDITIONED SPACES
 - BEHIND TUBS AND SHOWERS ON EXTERIOR WALLS
 - COMMON WALLS BETWEEN UNITS
 - OTHER SOURCES OF INFILTRATION

STRUCTURAL NOTES

CONCRETE REINFORCEMENT SHALL CONFORM TO ASTM A61504A, GRADE 60, EXCEPT TIES OR BARS SHOWN TO BE FIELD-BENT, WHICH SHALL BE GRADE 40. REINFORCEMENT PROTECTION SHALL BE 3".

STRUCTURAL STEEL SHALL BE BUILT ACCORDING TO AISC 360-05, AISC 303-05, ASTM A36-04 STANDARDS.

WOOD DESIGN CONFORMS TO ANSI/AF&PA NDS-2005 AND ANSI/AF&PA SDPWS-2005. LUMBER SHALL BE SOUTHERN YELLOW PINE, 19% MAX MOISTURE CONTENT. TREATED WOOD FASTENERS SHALL COMPLY WITH IRC R317.3. LIGHT FRAMING SHALL COMPLY WITH IRC R502, R602, R802. BOLTS, SCREWS, NAILS, AND SPIKES SHALL COMPLY WITH ANSI/ASME B18.2.1, ASTM SAE J429 GRADE 1, ASTM F1667, ANSI/ASME B18.6.1.

BUILDING NOTES

EXISTING DOCK AREA: 479 SQFT
NEW BUILDING FOOTPRINT AREA: 994 SQFT
NEW BUILDING HEIGHT: 16' - 0"

CONTACT INFO:

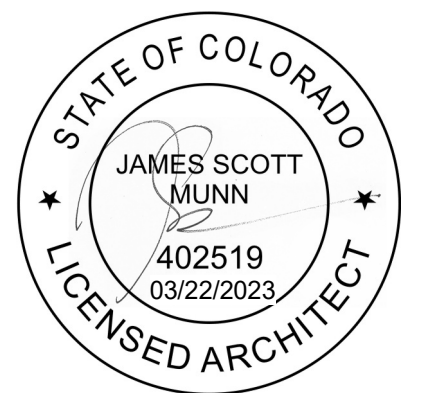
| | | |
|---|--|---|
| ARCHITECT: MUNN ARCHITECTURE, LLC SCOTT MUNN, AIA 315 E. AGATE AVENUE GRANBY, CO 80446 PH: 970-887-9366 | SURVEYOR: AZIMUTH SURVEY COMPANY WARREN D. WARD P.O. BOX 653 FRASER, CO 80442 PH: 970-531-1120 | ENVIRONMENTAL ENGINEER: ENVIRONMENTAL SOLUTIONS, INC. STEVE DAHMER 600 COUNTY ROAD 216 RIFLE, CO 81650 PH: 970-618-6841 |
|---|--|---|

| | |
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| SHEET INDEX LEGEND: | |
| <input checked="" type="checkbox"/> ISSUED | <input type="checkbox"/> ISSUED FOR REFERENCE ONLY |
| <input type="checkbox"/> NOT ISSUED | <input checked="" type="checkbox"/> REMOVED FROM DRAWING SET |

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| SHEET INDEX | |
| SHEET # | SHEET TITLE |
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|---------------|--|
| GENERAL | |
| GO.00 | COVER SHEET |
| CIVIL | |
| N/A | TOPOGRAPHIC SURVEY PLAN |
| ARCHITECTURAL | |
| A0.20 | DOOR, WINDOW, FINISH SCHEDULES, & ASSEMBLY TYPES |
| A1.00 | PROJECT SITE PLAN |
| A3.01 | MAIN DECK FRAMING & FOUNDATION PLAN |
| A3.02 | OVERALL FLOOR PLANS |
| A5.01 | OVERALL EXTERIOR ELEVATIONS |
| A6.10 | BUILDING SECTIONS |
| A6.21 | EXTERIOR PERSPECTIVES |

ISSUANCE : DATE :
PERMIT 2023-0322



SHEET TITLE :
COVER SHEET

SHEET NUMBER :
GO.00



MATERIALS & FINISHES LEGEND

COMPOSITE DECKING (EXTERIOR FLOORING)

CDG-1 **MFR:** THERMORY
PRODUCT: 1x6" ASH DECKING W/ GROOVED EDGE AND CONCEALED FASTENERS
FINISH: TO MATCH (E) RESIDENCE

EPDM SINGLE PLY MEMBRANE ROOFING SYSTEM

EPDM-1 **MFR:** FIRESTONE
PRODUCT: RUBBERGARD EPDM
FINISH: BLACK

PAINTING

PT-1 **MFR:** SHERWIN-WILLIAMS
FINISH: SIMPLE WHITE (SW7021), (TYP INTERIORS, UON)

(FINAL COLOR SELECTION AND ACCENT WALLS TO BE FIELD VERIFIED WITH OWNER AND ARCHITECT PRIOR TO BEGINNING WORK)

SIDING (EXTERIOR)

SDG-1 **MFR:** TBD
PRODUCT: WOOD SHAKE SIDING TO MATCH (E) RESIDENCE
FINISH: TO MATCH (E) RESIDENCE

METAL (EXTERIOR)

MP-1 **MFR:** TBD
PRODUCT: 1" STANDING SEAM PROFILE PAEN STSTEM " WIDE TYPICAL)
FINISH: 24 GA TO MATCH (E) RESIDENCE

WOOD TRIM & TIMBER ACCENTS (EXTERIOR)

WTR-1 **MFR:** TBD
PRODUCT: 2x EXTERIOR-GRADE CORNER TRIM
FINISH: LIFETIME WOOD TREATMENT / STAIN TO MATCH (E) RESIDENCE

WTR-2 **MFR:** TBD
PRODUCT: 6x6 EXTERIOR GRADE TIMBER COLUMN
FINISH: LIFETIME WOOD TREATMENT / STAIN TO MATCH (E) RESIDENCE

WTR-3 **MFR:** TBD
PRODUCT: EXTERIOR GRADE WOOD CORBEL TO MATCH (E) RESIDENCE
FINISH: LIFETIME WOOD TREATMENT / STAIN TO MATCH (E) RESIDENCE

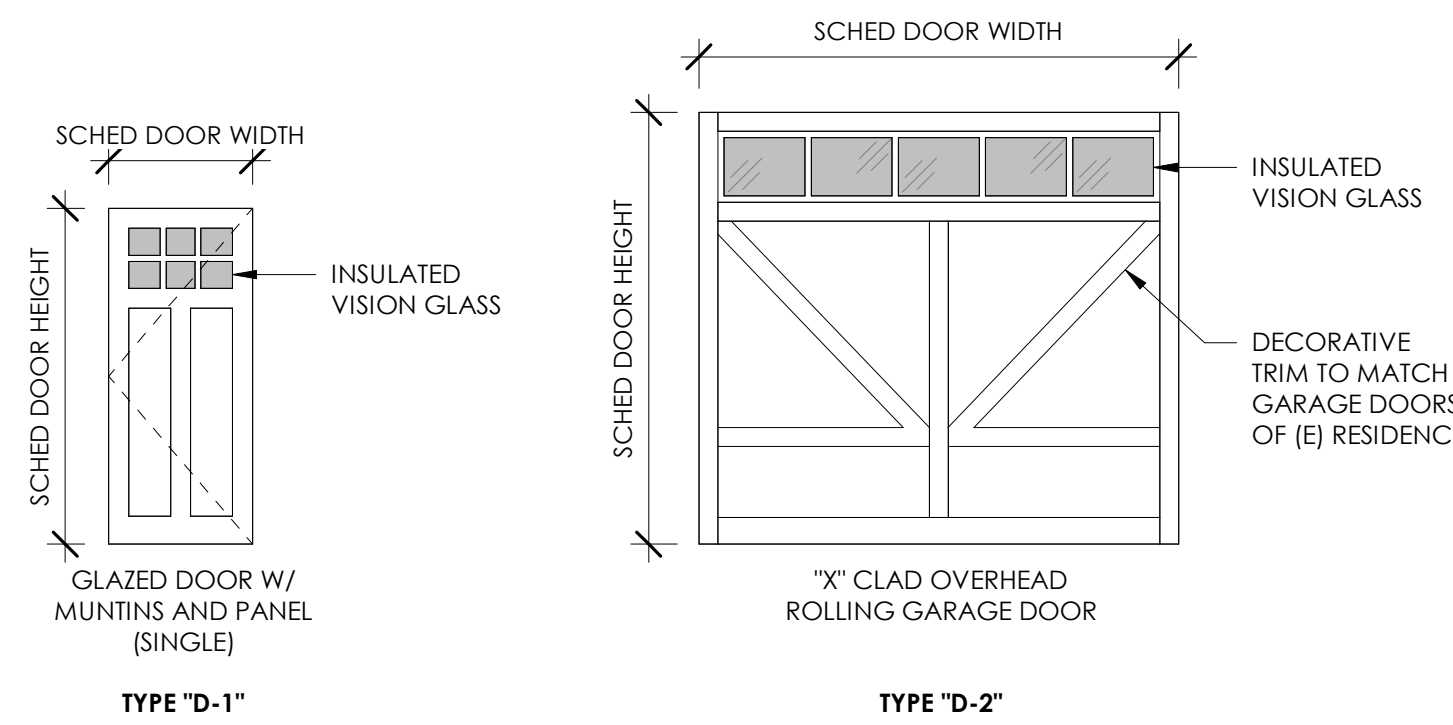
HR-1 **MFR:** TBD
PRODUCT: HANDRAIL TO MATCH (E) RESIDENCE
FINISH: TRANSPARENT LIFETIME WOOD TREATMENT / STAIN TO MATCH (E) RESIDENCE

TR-1/TR-2 **MFR:** TBD
PRODUCT: EXTERIOR GRADE WINDOW AND DOOR TRIM
FINISH: TRANSPARENT LIFETIME WOOD TREATMENT / STAIN TO MATCH (E) RESIDENCE

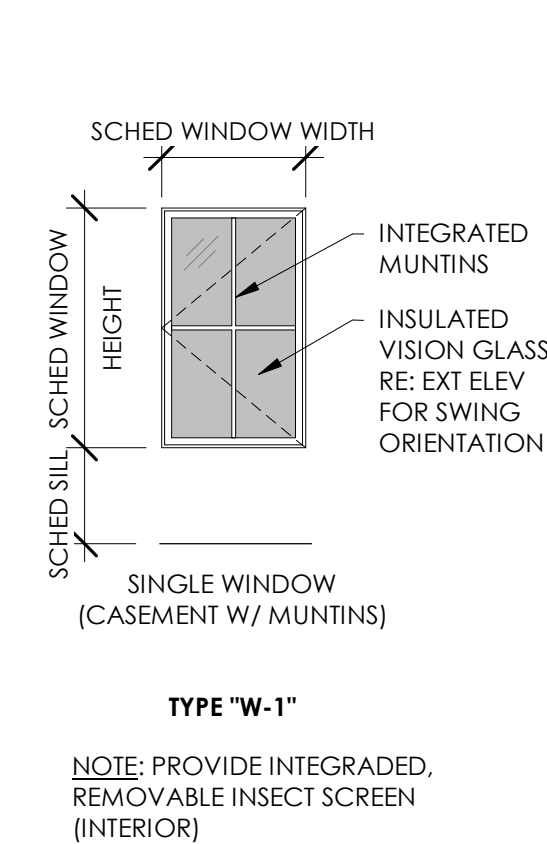
| DOOR SCHEDULE | | | | | | | | | | | | | | | | |
|-----------------|-----------|----------|---------|-------------|----------|-------------|-----------|-------------|--------------|----------|-------------|-------------|-------------|-------------|------------|----------|
| DOOR NUMBER | DOOR TYPE | DOOR | | | | | | | FRAME / TRIM | | | | | | | COMMENTS |
| | | WIDTH | HEIGHT | THICKNESS | MATERIAL | FINISH | UNDER CUT | FIRE RATING | TYPE | MATERIAL | FINISH | JAMB DETAIL | SILL DETAIL | HEAD DETAIL | | |
| T.O. LOWER DECK | | | | | | | | | | | | | | | | |
| 100A | D-1 | 3' - 0" | 7' - 0" | 0' - 1 1/2" | WD | STAIN (TBD) | - | - | TR-1 | WD | STAIN (TBD) | - | - | - | 1, 2, 3, 4 | |
| 100B | D-1 | 3' - 0" | 7' - 0" | 0' - 1 1/2" | WD | STAIN (TBD) | - | - | TR-1 | WD | STAIN (TBD) | - | - | - | 1, 2, 3, 4 | |
| 100C | D-2 | 10' - 0" | 9' - 0" | | WD | STAIN (TBD) | - | - | TR-1 | WD | STAIN (TBD) | - | - | - | 5 | |

| WINDOW SCHEDULE | | | | | | | | | | | | | | | |
|-----------------|-------------|---------|---------|-------------|-------------|----------------|------|--------------|----------|-------------|------|----------|-------------|--|----------|
| WINDOW NUMBER | WINDOW TYPE | WINDOW | | | | | | HARDWARE SET | TRIM | | | | | | COMMENTS |
| | | WIDTH | HEIGHT | SILL HEIGHT | HEAD HEIGHT | FRAME MATERIAL | TYPE | | MATERIAL | FINISH | TYPE | MATERIAL | FINISH | | |
| T.O. LOWER DECK | | | | | | | | | | | | | | | |
| 100A | W-1 | 2' - 6" | 5' - 0" | 2' - 0" | 7' - 0" | WD | - | TR-2 | WD | STAIN (TBD) | TR-2 | WD | STAIN (TBD) | | |
| 100B | W-1 | 2' - 6" | 5' - 0" | 2' - 0" | 7' - 0" | WD | - | TR-2 | WD | STAIN (TBD) | TR-2 | WD | STAIN (TBD) | | |
| 100C | W-1 | 2' - 6" | 5' - 0" | 2' - 0" | 7' - 0" | WD | - | TR-2 | WD | STAIN (TBD) | TR-2 | WD | STAIN (TBD) | | |
| 100D | W-1 | 2' - 6" | 5' - 0" | 2' - 0" | 7' - 0" | WD | - | TR-2 | WD | STAIN (TBD) | TR-2 | WD | STAIN (TBD) | | |

DOOR TYPES LEGEND



WINDOW TYPES LEGEND



DOOR SCHEDULE COMMENTS LEGEND:

- KEYED ENTRY LOCK SET W/ THUMB TURN AT INTERIOR (EXTERIOR GRADE), FINISH TBD
- SINGLE CYLINDER DEADBOLT LOCK SET W/ THUMB TURN AT INTERIOR (BUMP KEY RESISTANT), FINISH TBD
- BASEBOARD-MOUNTED DOOR STOP (SOLID WITH RUBBER TIP - NO SPRINGS), FINISH TO MATCH DOOR HARDWARE
- ALUM THRESHOLD / DOOR TRANSITION (ADA COMPLIANT) W/ BLACK ANODIZED FINISH IN CONTIN BED OF SEALANT
- ELECTRONIC GARAGE DOOR OPERATOR SYSTEM W/ MULTIPLE REMOTES

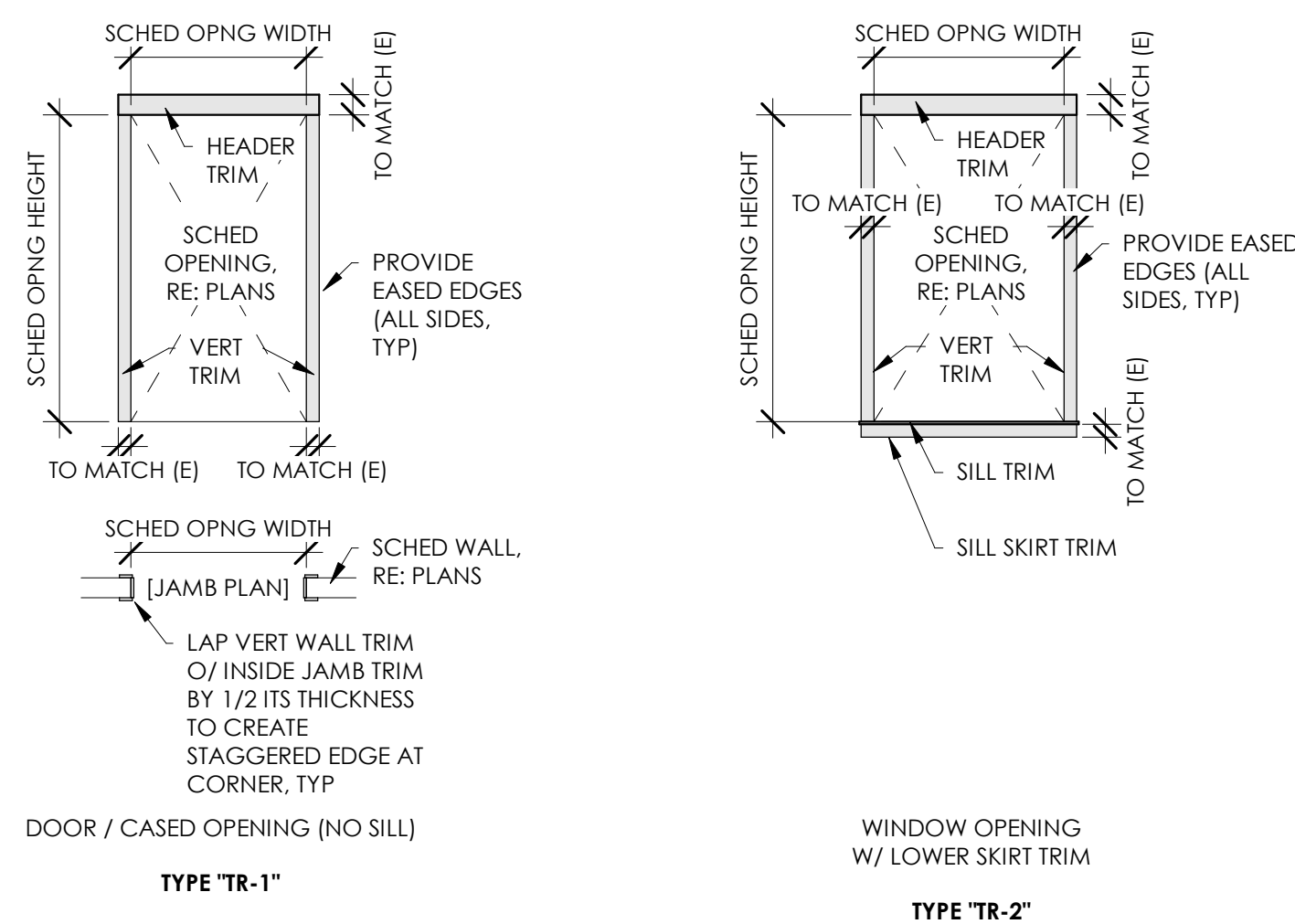
DOOR NOTES:

- ALL EXTERIOR DOORS SHALL BE WEATHER STRIPPED PER DOOR MFR.
- ALL ROUGH OPENINGS TO BE PROVIDED BY DOOR MFR AND FIELD VERIFIED BY THE CONTRACTOR.
- DOOR MANUFACTURER SHALL PROVIDE TEMPERED GLASS WHERE REQUIRED BY CODE.
- CONTRACTOR SHALL VERIFY DOOR ACCESSORIES AND FINISHES WITH OWNER PRIOR TO ORDERING.
- CONTRACTOR SHALL VERIFY DOOR MODEL NUMBERS / SIZES / QUANTITIES WITH MANUFACTURER PRIOR TO STARTING CONSTRUCTION AND INSTALL PER MFR'S WRITTEN INSTRUCTIONS.
- CONTRACTOR SHALL PROVIDE DOOR SHOP DRAWINGS FOR ARCHITECT REVIEW PRIOR TO CONSTRUCTION.
- DOOR MANUFACTURER SHALL PROVIDE A BLACK ANODIZED SPACER AT ALL INSULATED GLASS ASSEMBLIES WHERE SCHEDULED WITH A WOOD DOOR FINISH, TYP UON. FOR ALL OTHER FRAME FINISHES, PROVIDE CLEAR ANODIZED SPACERS.
- WHERE SCHED DOOR COLOR / STAIN FINISH IS TBD, CONTRACTOR SHALL PROVIDE SAMPLES TO OWNER AND ARCHITECT FOR APPROVAL PRIOR TO ORDERING.

WINDOW NOTES:

- ALL EXTERIOR WINDOWS SHALL BE WEATHER STRIPPED PER WINDOW MFR.
- ALL ROUGH OPENINGS TO BE PROVIDED BY WINDOW MFR AND FIELD VERIFIED BY THE CONTRACTOR.
- CONTRACTOR SHALL VERIFY LOCAL CODE EGRESS WINDOW REQUIREMENTS PRIOR TO CONSTRUCTION.
- WINDOW MANUFACTURER SHALL PROVIDE TEMPERED GLASS WHERE REQUIRED BY CODE.
- WINDOW MANUFACTURER SHALL CONFIRM WINDOW SWING / ORIENTATION PER ARCHITECTURAL EXTERIOR ELEVATIONS.
- CONTRACTOR SHALL VERIFY WINDOW MODEL NUMBERS / SIZES / QUANTITIES WITH MANUFACTURER BEFORE STARTING CONSTRUCTION AND INSTALL PER MFR'S WRITTEN INSTRUCTIONS.
- CONTRACTOR SHALL PROVIDE WINDOW SHOP DRAWINGS FOR ARCHITECT REVIEW PRIOR TO CONSTRUCTION.
- WINDOW MANUFACTURER SHALL PROVIDE A BLACK ANODIZED SPACER AT ALL INSULATED GLASS ASSEMBLIES WHERE SCHEDULED FOR BRONZE WINDOW FRAMES, TYP UON. FOR ALL OTHER FRAME FINISHES, PROVIDE CLEAR ANODIZED SPACERS.
- WHERE SCHED WINDOW FRAME COLOR / STAIN FINISH IS TBD, CONTRACTOR SHALL PROVIDE SAMPLES TO OWNER AND ARCHITECT FOR APPROVAL PRIOR TO ORDERING.
- CONTRACTOR SHALL FIELD VERIFY DIMS FOR ALL EXISTING WINDOWS SCHEDULED FOR REPLACEMENT PRIOR TO ORDERING.

TRIM TYPES LEGEND

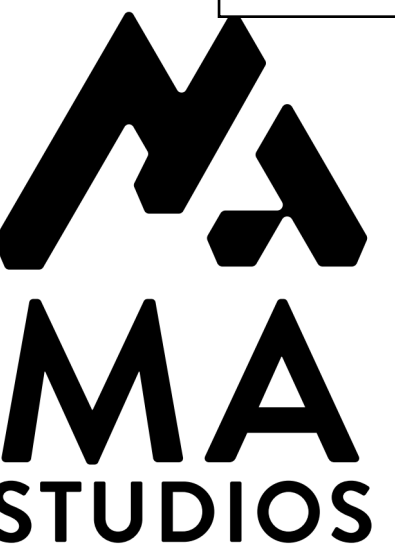


NOTE: WALL TRIM MAY VARY ON EACH SIDE OF OPENING, RE: DOOR / WINDOW SCHEDULE

| FLOOR ASSEMBLIES | | |
|------------------|---------|--|
| FLOOR TYPE | SECTION | DESCRIPTION |
| F-01 | | 1x6 DECKING 2x FRAMING (2x8 MAIN DECK, 2x12 UPPER DECK) |

| ROOF ASSEMBLIES | | |
|-----------------|---------|--|
| ROOF TYPE | SECTION | DESCRIPTION |
| R-01 | | EPDM ROOFING SYSTEM (EPDM-1) INSTALLED PER MANUFACTURER'S SPECS 5/8" EXTERIOR PLYWOOD SHEATHING ROOF FRAMING 1/2" GYP WALL BOARD (TAPED, TEXTURED, & PAINTED) |

| EXTERIOR WALL ASSEMBLIES | | |
|--------------------------|---------|---|
| WALL TYPE | SECTION | DESCRIPTION |
| EWA-01 | | SCHED WD SIDING, RE: EXT ELEV FOR TYPE AND ORIENTATION PT 7/16" CDX PLYWOOD OR OSB SHEATHING 2x6 WD STUD FRAMING 1/2" GYP WALL BOARD (TAPED, TEXTURED, & PAINTED) OVER VAPOR BARRIER (WARM-SIDE OF WALL) |



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OLIVER BOATHOUSE

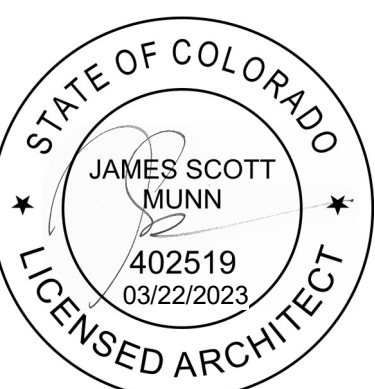
RYAN OLIVER

377 LAKE KOVE DRIVE

GRAND LAKE, CO 80447

PROJECT #: 2145

ISSUANCE : DATE :
PERMIT 2023-0322



SHEET TITLE :
DOOR, WINDOW, FINISH SCHEDULES, & ASSEMBLY TYPES

SHEET NUMBER :

A0.20

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PROJECT ZONING SUMMARY

LEGAL DESCRIPTION: SUBD: LAKE KOVE SUBDIVISION LOT: 5 LESS ROW
 SUPER NEIGHBORHOOD: 1402 - RES SHADOW MTN LAKEFRONT
 SITUS ADDRESS: 000377 LAKE KOVE DRIVE
 GRAND LAKE, CO 80447
 CONSTRUCTION TYPE: VB - WOOD FRAMED (NON-FIRE RATED)
 ZONING CLASSIFICATION: SFR_HD - SINGLE FAMILY RES_HIGH DENSITY
 FRONT YARD SETBACK: 25' - 0"
 SIDE YARD SETBACK: 10' - 0"
 REAR YARD SETBACK: 10' - 0"
 WATER QUALITY SETBACK: 30' - 0"
 MAX BUILDING HEIGHT: 16' - 0" (MEASURED FROM THE WATER LINE TO THE HIGHEST POINT OF THE STRUCTURE)
 HEIGHT (STORIES): 1
 GROSS SITE AREA: 0.426 ACRES @ PROPERTY LINE
 EXTENSION BEYOND SHORELINE: CANNOT EXTEND MORE THAN 35' - 0" BEYOND THE NATURAL SHORELINE
 WIDTH: CANNOT EXCEED 30' - 0" IN WIDTH (DOESNT INCLUDE ANY UNCOVERED DOCK OR DECKING WITH A PHYSICAL CONNECTION TO THE STRUCTURE)
 LIGHTING (EXTERIOR): LIGHTING SHALL BE CONSISTENT WITH THE 'DARK-SKY CONCEPT' THROUGH THE UTILIZATION OF APPROVED NIGHTSCAPING FIXTURES, WHICH PREVENT ADVERSE EFFECTS OF ARTIFICIAL NIGHT LIGHTING. THIS SHALL INCLUDE COMPONENTS TO REDUCE: SKY GLOW, GLARE, LIGHT TRESPASSING AND CLUTTER, DECREASED NIGHT VISIBILITY, AND ENERGY WASTE. (TOGL ARTICLE 7: DESIGN REVIEW STANDARDS 12-7-6)
 EXTERIOR MATERIAL REQUIREMENTS: ALL PAINT COLORS SHALL BE APPROVED BY TOWN STAFF PRIOR TO PAINTING. (TOGL ARTICLE 1: BUILDING REGULATIONS 12-7-4(A))

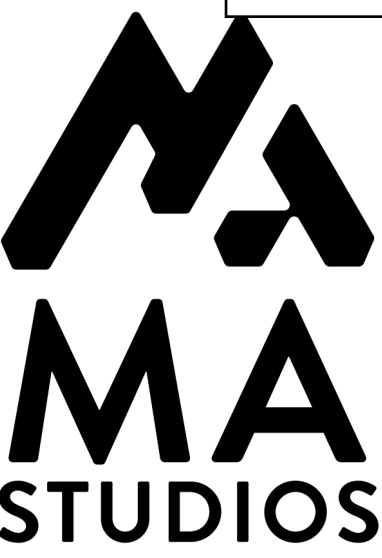
SITE PLAN LEGEND:



PROJECT SITE PLAN
 SCALE: 1" = 10'-0"
 BACK REF:

SCALE: 1" = 10'-0"

Section 9, Item C.

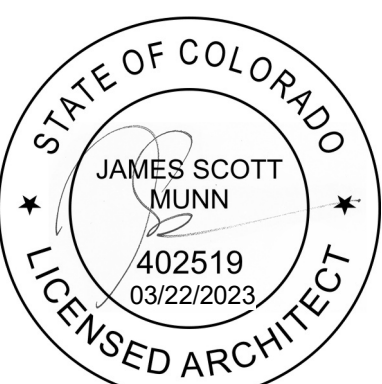


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OLIVER BOATHOUSE

RYAN OLIVER
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 GRAND LAKE, CO 80447
 PROJECT #: 2145

ISSUANCE: PERMIT
 DATE: 2023-0322



SHEET TITLE:
 PROJECT SITE PLAN

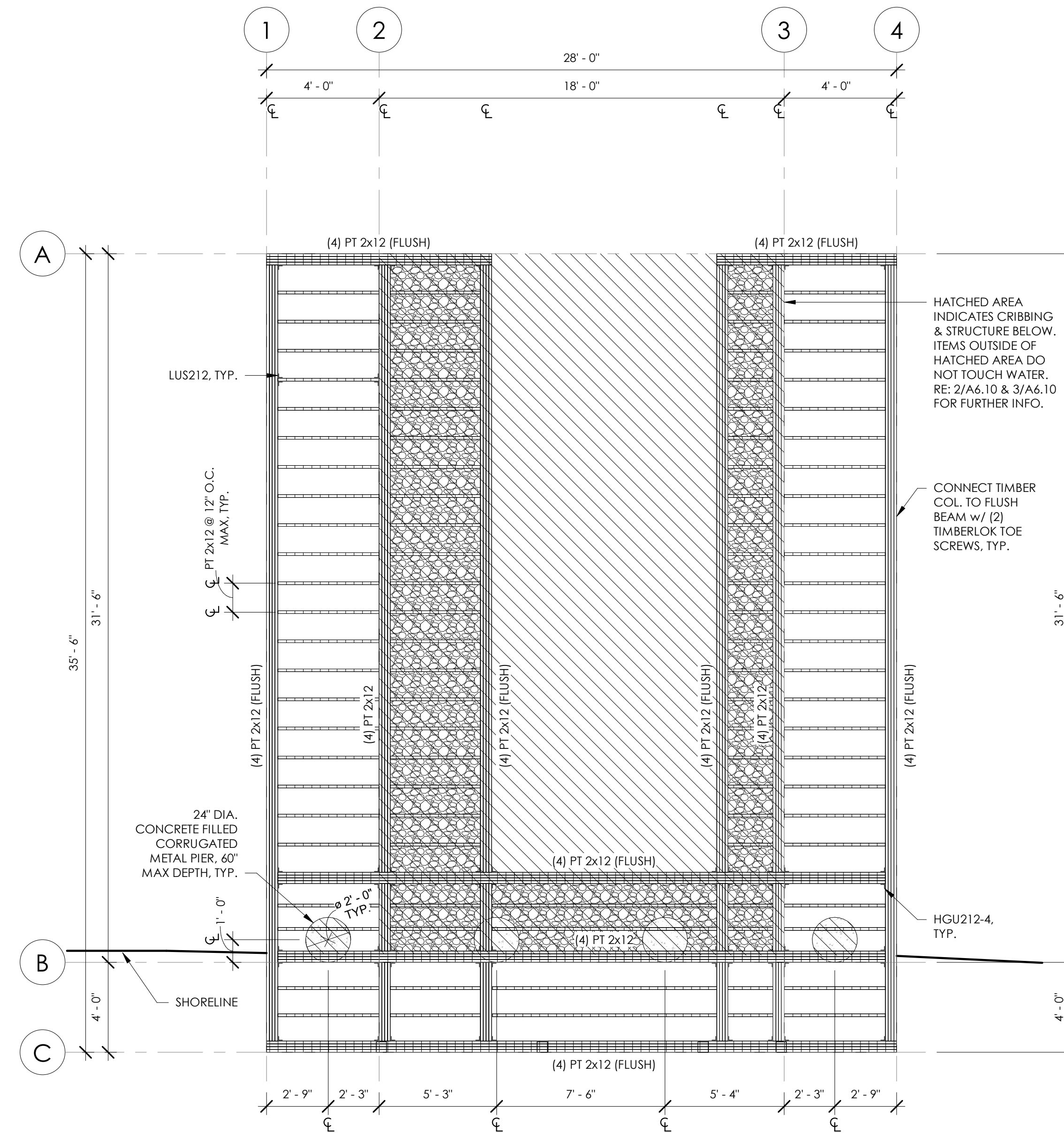
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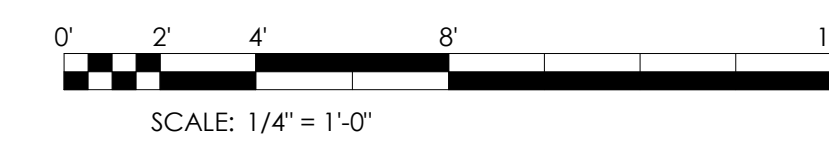
BUILDING AREA:

MAX ALLOWABLE AREA PER USFS REQUIREMENTS: 600sf

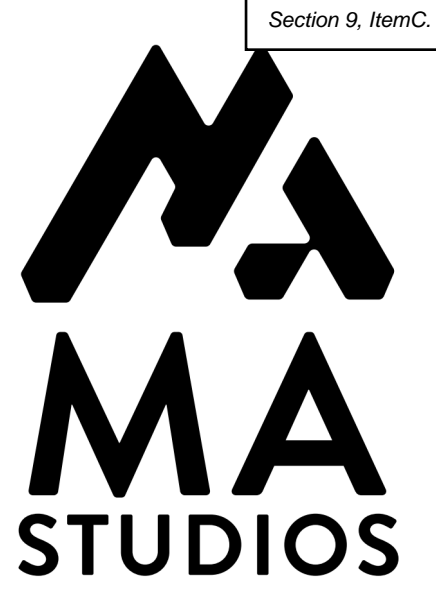
PROPOSED BUILDING AREA: 566.30sf
 *INCLUDES ALL BUILDING ELEMENTS THAT CONTACT WATER.



1 OVERALL FLOOR PLAN - MAIN DECK FRAMING
 A301 SCALE: 1/4" = 1'-0" BACK REF:



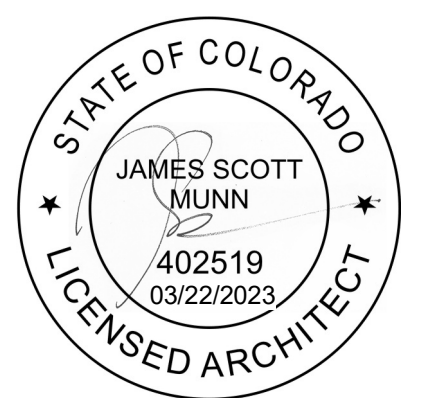
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OLIVER BOATHOUSE
 RYAN OLIVER
 377 LAKE KOVE DRIVE
 GRAND LAKE, CO 80447
 PROJECT #: 2145

ISSUANCE : DATE :
 PERMIT 2023-0322



SHEET TITLE :
 MAIN DECK
 FRAMING &
 FOUNDATION PLAN

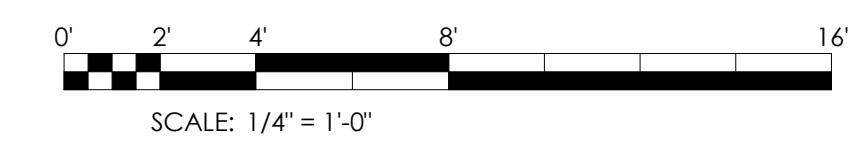
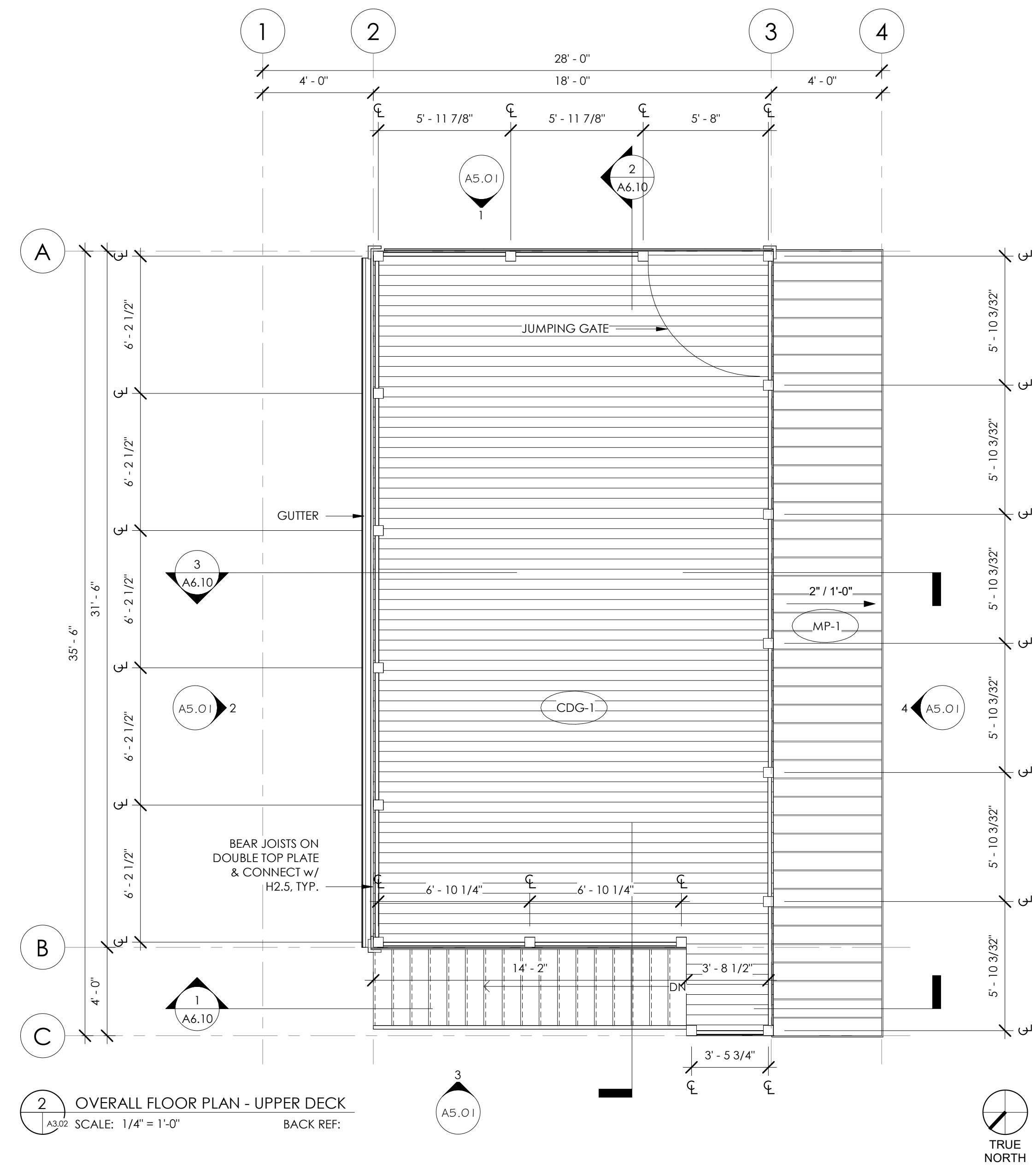
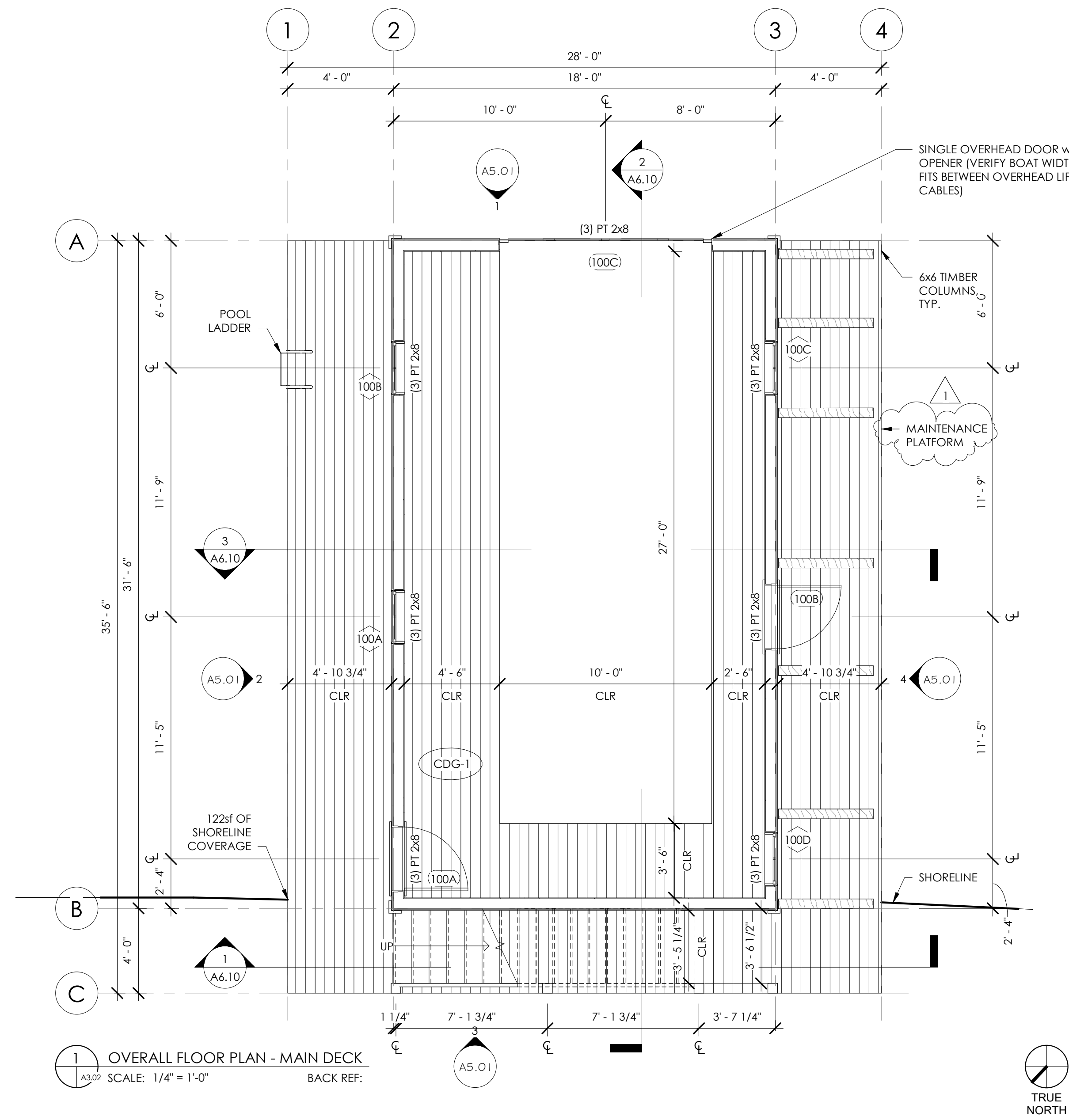
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A3.01

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BUILDING AREA:

MAX ALLOWABLE AREA PER USFS REQUIREMENTS: 600sf

PROPOSED BUILDING AREA: 566.30sf
 *INCLUDES ALL BUILDING ELEMENTS THAT CONTACT WATER.



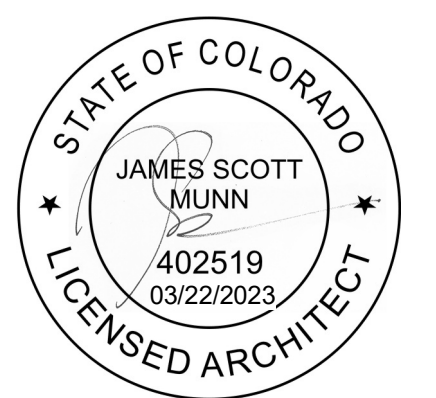
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OLIVER BOATHOUSE
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 377 LAKE KOVE DRIVE
 GRAND LAKE, CO 80447
 PROJECT #: 2145

ISSUANCE: DATE:
 PERMIT: 2023-0322
 USFS REVISIONS: 2024-0509

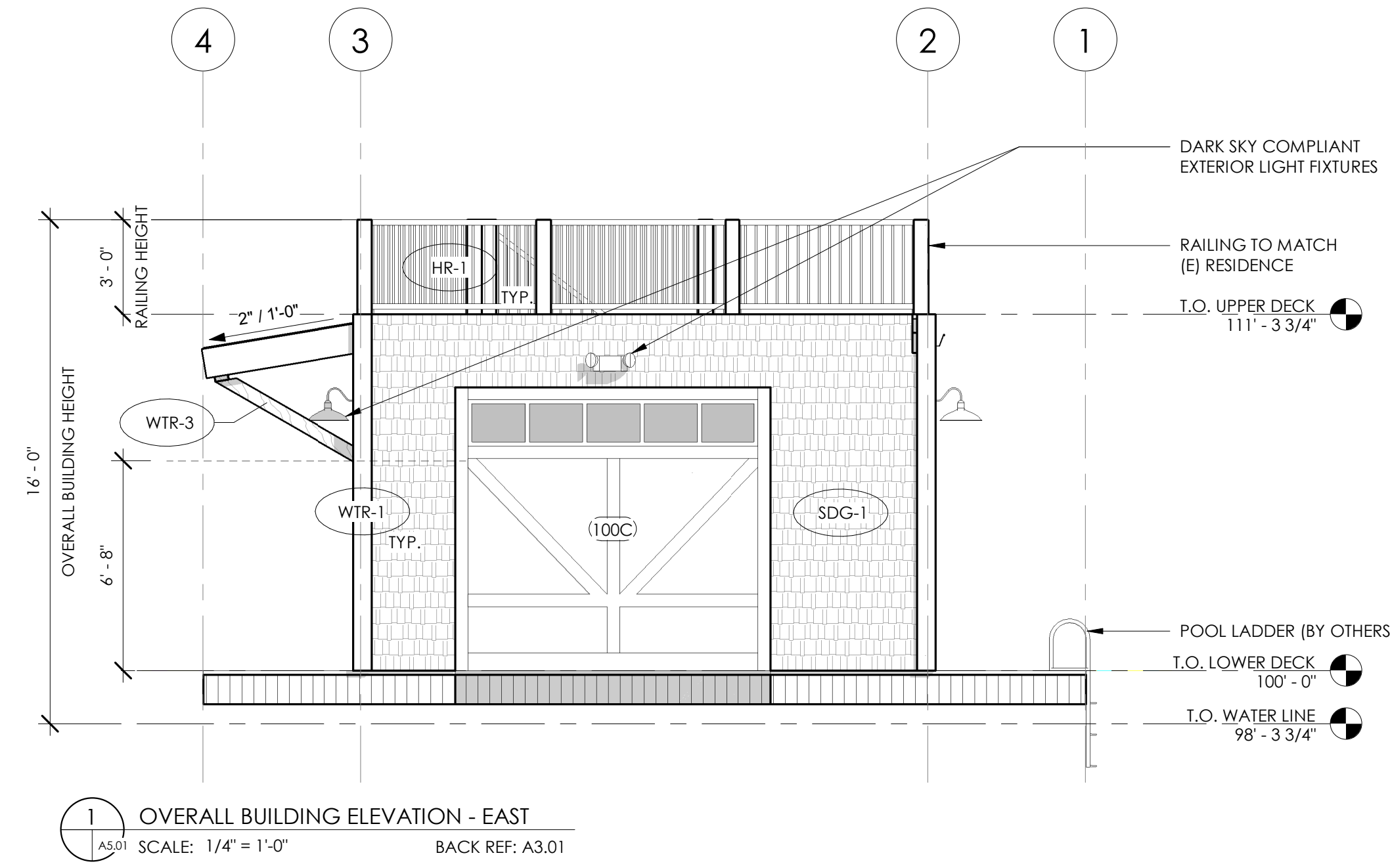


SHEET TITLE:
 OVERALL FLOOR PLANS

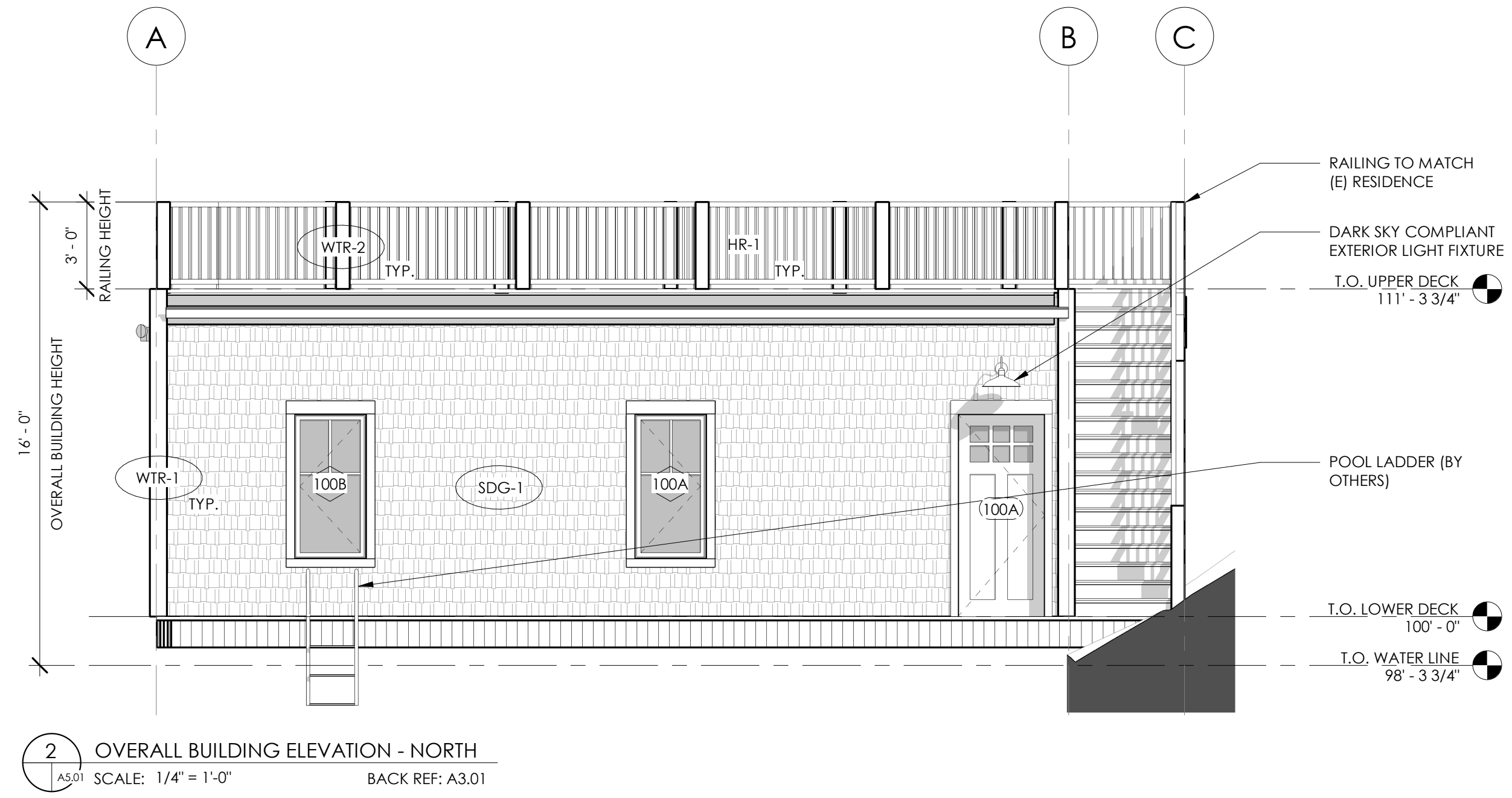
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A3.02

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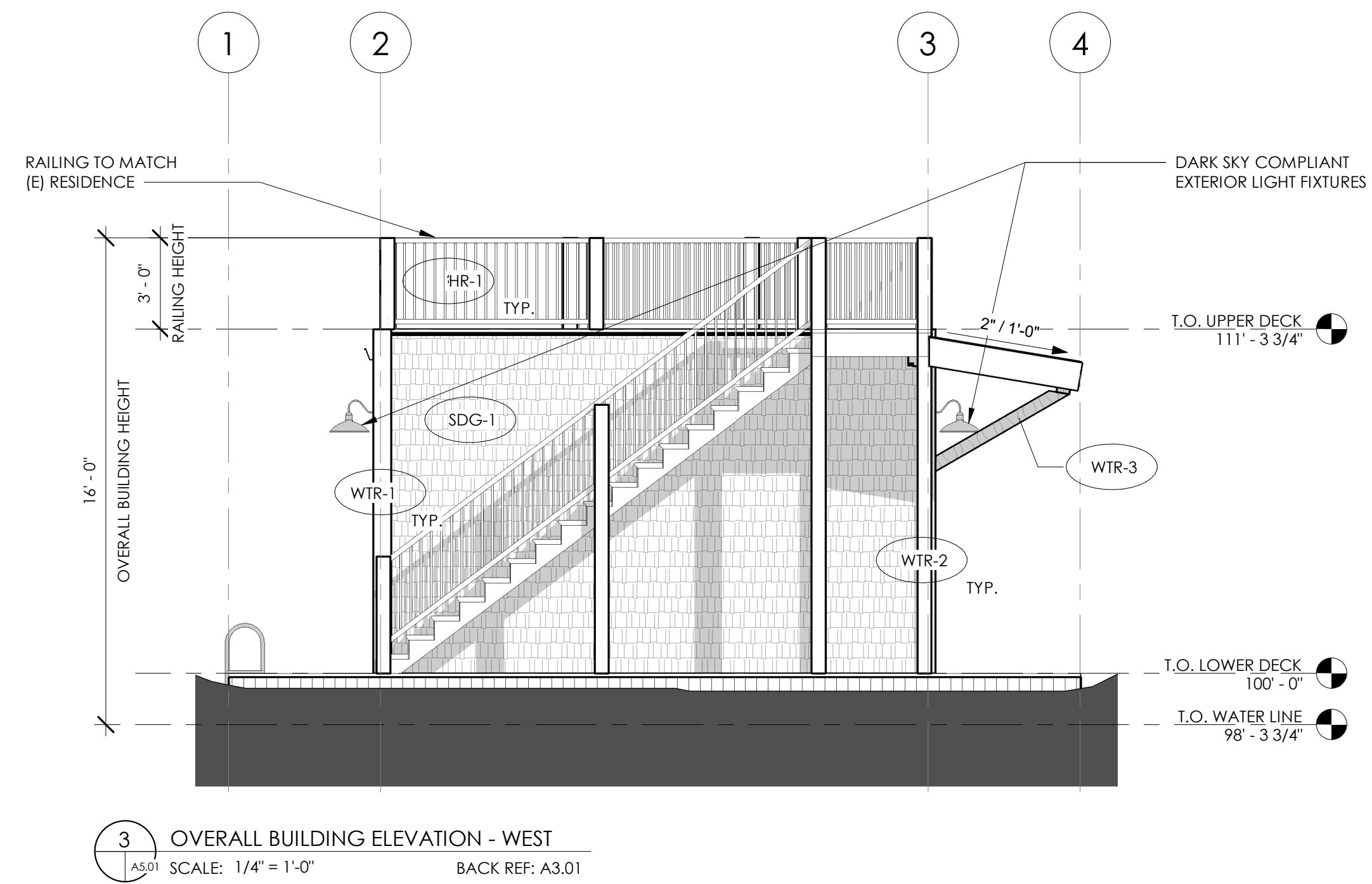
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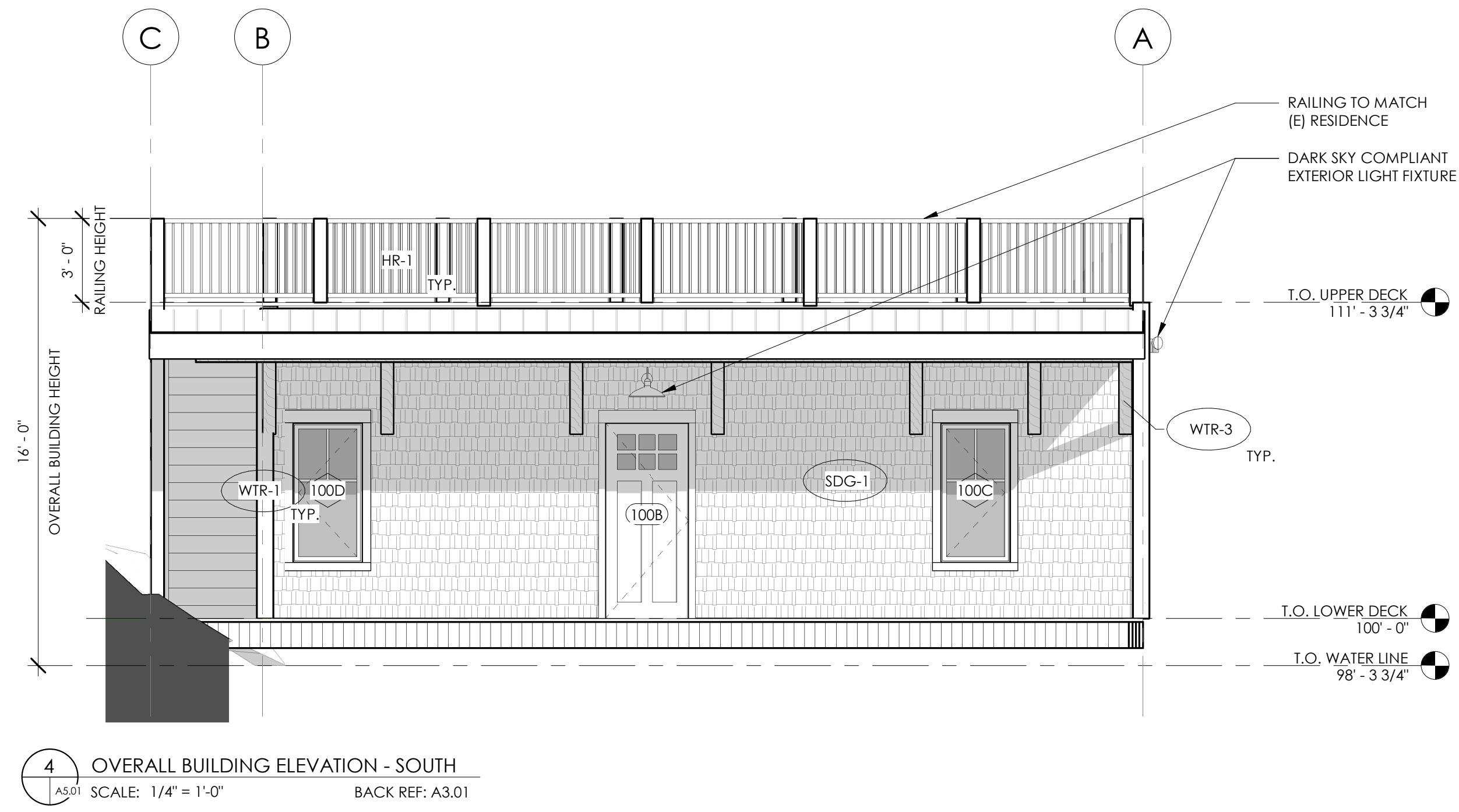
1 OVERALL BUILDING ELEVATION - EAST
 AS01 SCALE: 1/4" = 1'-0" BACK REF: A3.01



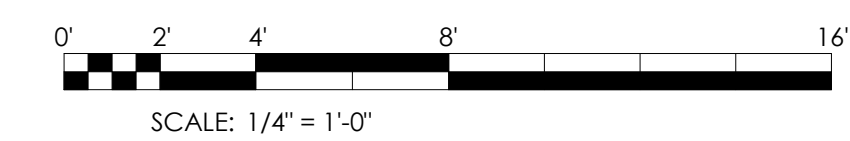
2 OVERALL BUILDING ELEVATION - NORTH
 AS01 SCALE: 1/4" = 1'-0" BACK REF: A3.01



3 OVERALL BUILDING ELEVATION - WEST
 AS01 SCALE: 1/4" = 1'-0" BACK REF: A3.01



4 OVERALL BUILDING ELEVATION - SOUTH
 AS01 SCALE: 1/4" = 1'-0" BACK REF: A3.01

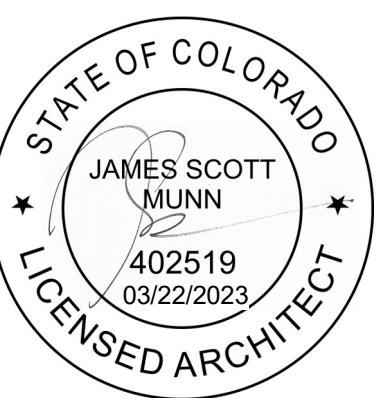


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OLIVER BOATHOUSE

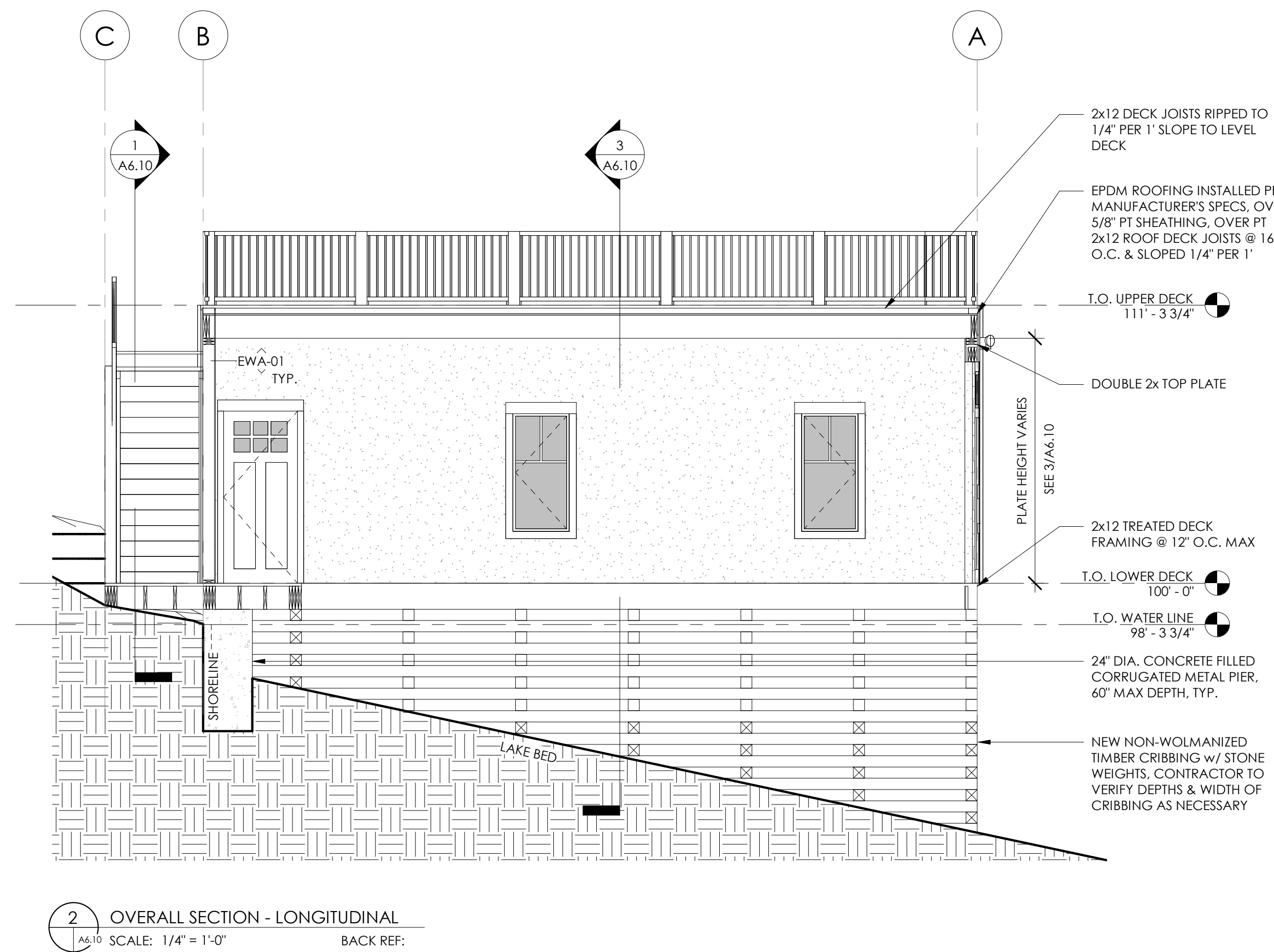
RYAN OLIVER
 377 LAKE KOVE DRIVE
 GRAND LAKE, CO 80447
 PROJECT #: 2145

ISSUANCE : DATE :
 PERMIT 2023-0322

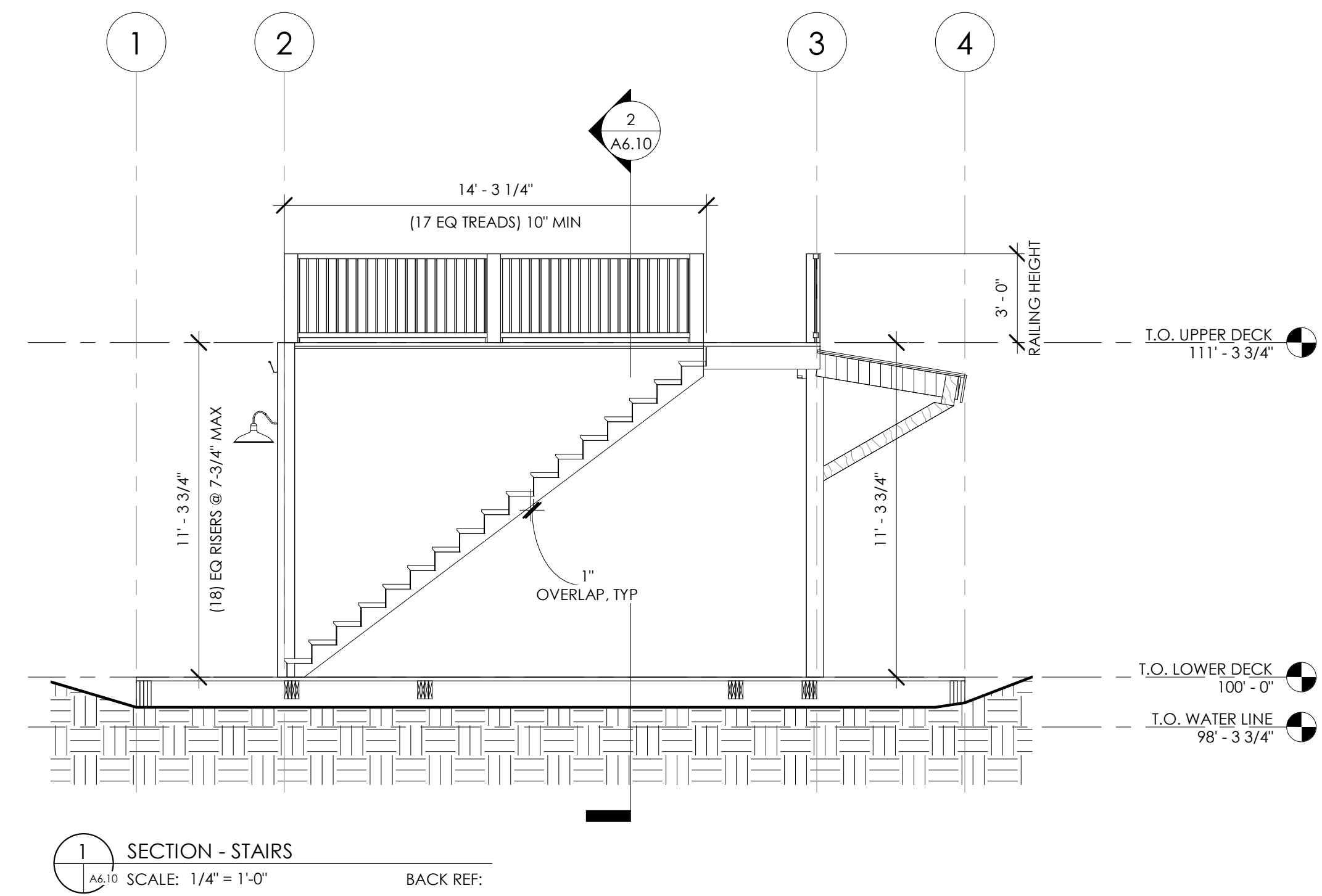


SHEET TITLE :
 OVERALL EXTERIOR
 ELEVATIONS

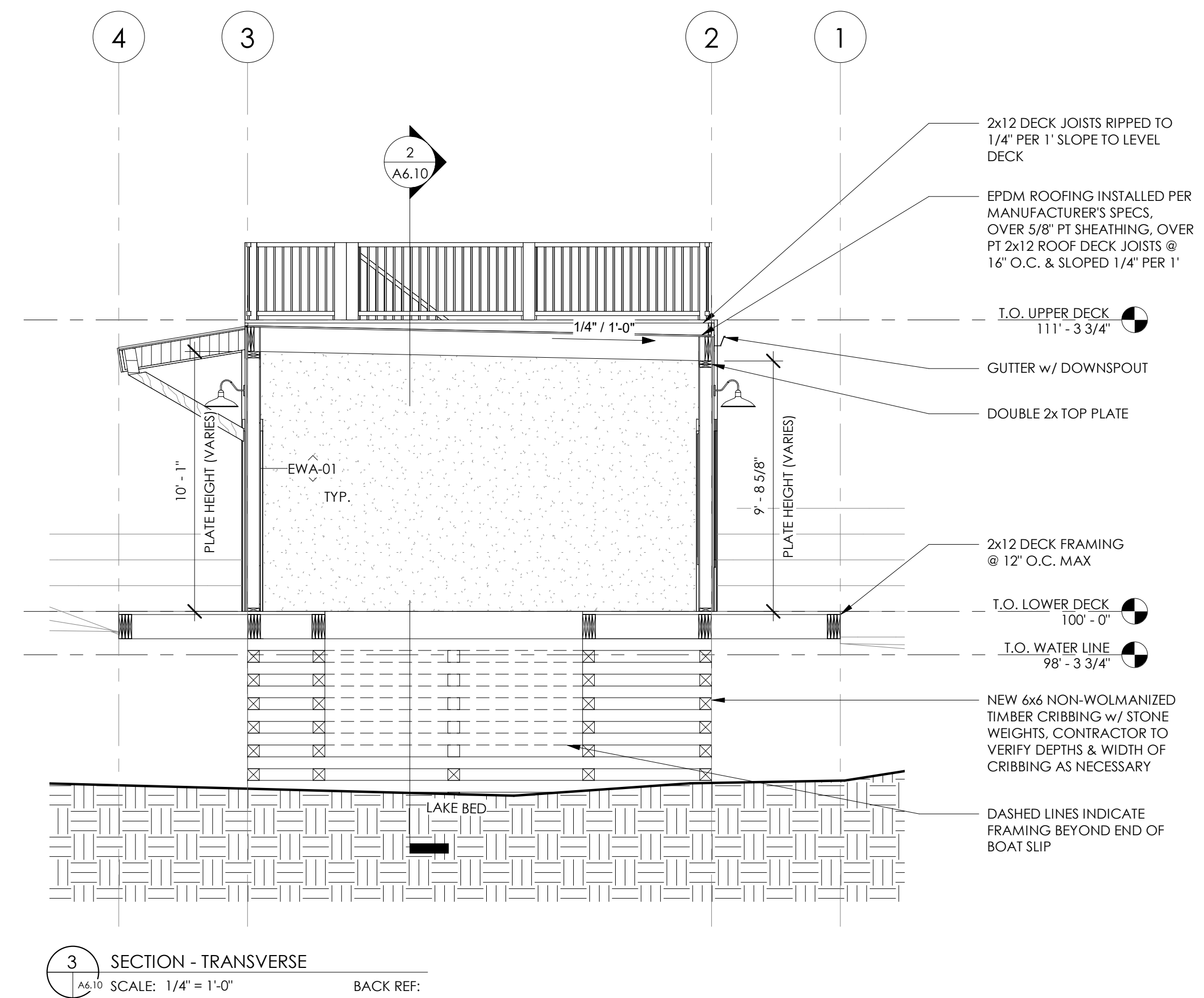
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A5.01



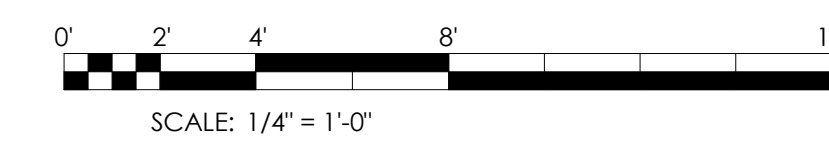
2 OVERALL SECTION - LONGITUDINAL
 SCALE: 1/4" = 1'-0" BACK REF:



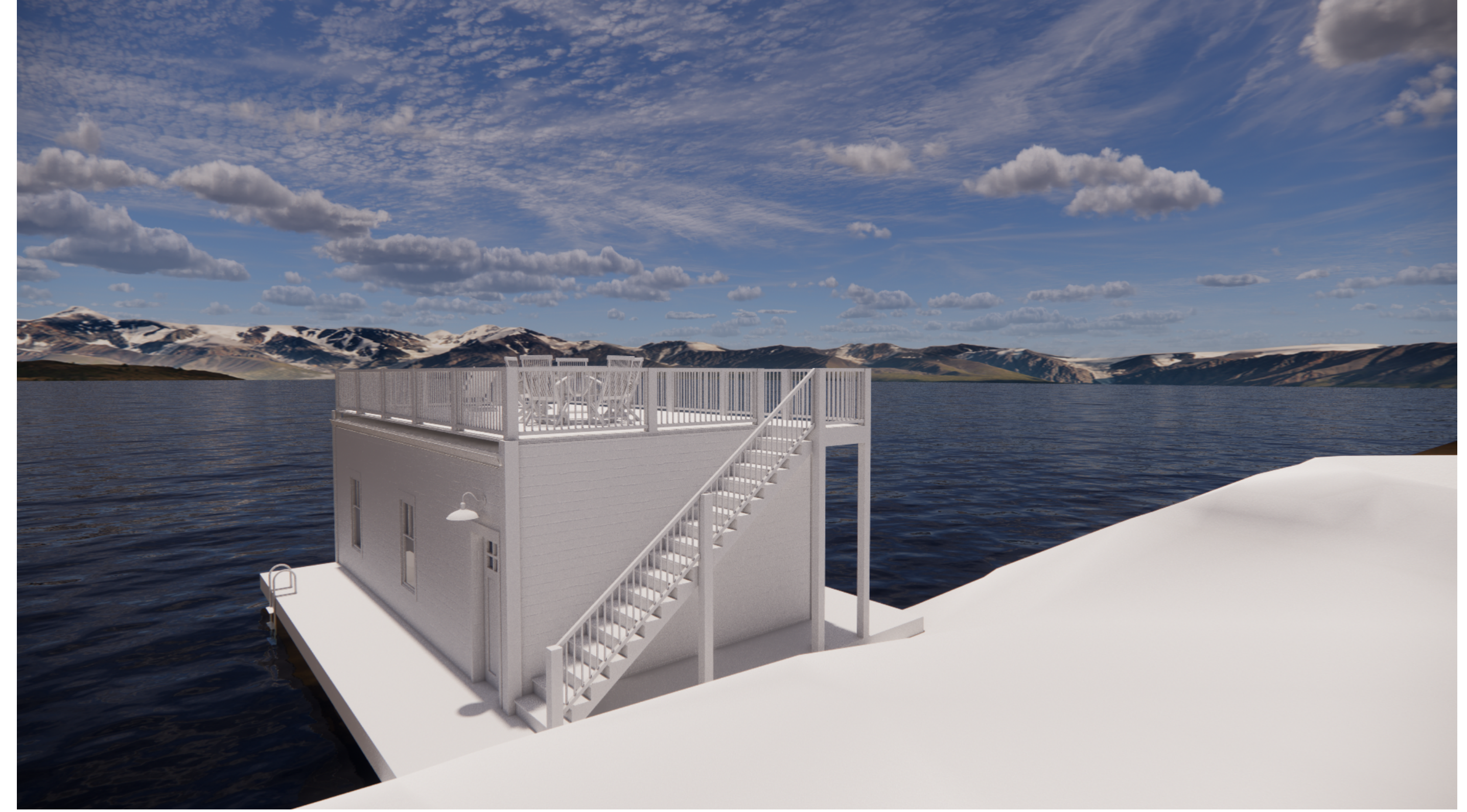
1 SECTION - STAIRS
 SCALE: 1/4" = 1'-0" BACK REF:



3 SECTION - TRANSVERSE
 SCALE: 1/4" = 1'-0" BACK REF:



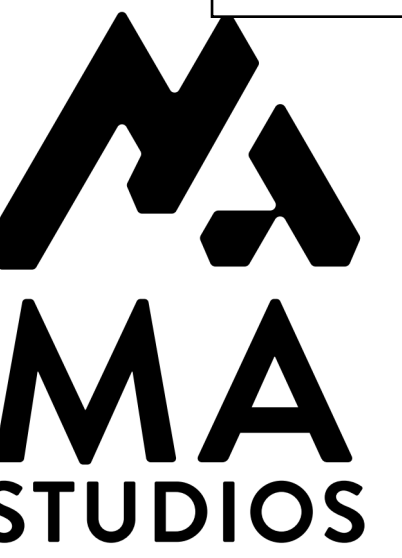
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NOTE: EXTERIOR MATERIALS, FINISHES, COLORS, ETC. TO MATCH (E) RESIDENCE

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Section 9, Item C.

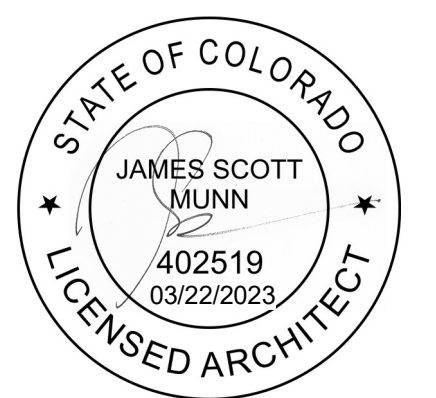


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OLIVER BOATHOUSE

RYAN OLIVER
377 LAKE KOVE DRIVE
GRAND LAKE, CO 80447
PROJECT #: 2145

ISSUANCE : DATE :
PERMIT 2023-0322



SHEET TITLE :
EXTERIOR
PERSPECTIVES

SHEET NUMBER :
A6.21

Authorization ID: SUL946
Contact Name: CHRISTOPHER RYAN OLIVER
Expiration Date: 12/31/2033
Use Code: 111

FS-2
OMB 3510-0002
Section 9, Item C.

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
SPECIAL USE PERMIT
Authority: ORGANIC ADMINISTRATION ACT June 4, 1897

CHRISTOPHER RYAN OLIVER of 17726 E JAMISON AVE CENTENNIAL CO 80016 (hereinafter "the holder") is authorized to use or occupy National Forest System lands in the ARAPAHO-ROOSEVELT NATIONAL FORESTS or unit of the National Forest System, subject to the terms of this special use permit (the permit).

This permit covers .02 acres or 0 miles in the Sec. 6, T. 3 N., R. 75 W., 6TH PRINCIPAL MERIDIAN, ("the permit area"), as shown on the map attached as Appendix A. This and any other appendices to this permit are hereby incorporated into this permit.

This permit issued for the purpose of: Construction and maintenance of a private boat house on Shadow Mt. Reservoir with occupancy of no more than 600 square feet of reservoir surface. The following is made a part of the permit: site and location maps, the Overall Management Plan for individual docks, and a copy of the property deed. The Arapaho National Recreation Area Private Dock Standards (Appendix B) are attached to and made a part of this permit.

Physical Address:
377 Lake Kove Drive
Grand Lake, CO 80447

I. GENERAL TERMS

A. AUTHORITY. This permit is issued pursuant to the ORGANIC ADMINISTRATION ACT June 4, 1897 and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

B. AUTHORIZED OFFICER. The authorized officer is the Forest or Grassland Supervisor, a District Ranger, or the Station, Institute, or Area Director with delegated authority pursuant to Forest Service Manual 2700.

C. TERM. This permit shall expire at midnight on 12/31/2033. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation from the date of issuance.

D. CONTINUATION OF USE AND OCCUPANCY. This permit is not renewable. Prior to expiration of this permit, the holder may apply for a new permit for the use and occupancy authorized by this permit. Applications for a new permit must be submitted at least 6 months prior to expiration of this permit. Issuance of a new permit is at the sole discretion of the authorized officer. At a minimum, before issuing a new permit, the authorized officer shall ensure that (1) the use and occupancy to be authorized by the new permit is consistent with the standards and guidelines in the applicable land management plan; (2) the type of use and occupancy to be authorized by the new permit is the same as the type of use and occupancy authorized by this permit; and (3) the holder is in compliance with all the terms of this permit. The authorized officer may prescribe new terms when a new permit is issued.

E. AMENDMENT. This permit may be amended in whole or in part by the Forest Service when, at the discretion of the authorized officer, such action is deemed necessary or desirable to incorporate new terms that may be required by law,

regulation, directive, the applicable forest land and resource management plan, or projects and activities imp
land management plan pursuant to 36 CFR Part 218.

F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

G. NON-EXCLUSIVE USE. The use or occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area and the authorized facilities and improvements for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized temporary improvements, the lands and waters covered by this permit shall remain open to the public for all lawful purposes.

H. ASSIGNABILITY. This permit is not assignable or transferable.

I. TRANSFER OF TITLE TO THE IMPROVEMENTS.

1. Notification of Transfer. The holder shall notify the authorized officer when a transfer of title to all or part of the authorized improvements is planned.

2. Transfer of Title. Any transfer of title to the improvements covered by this permit shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the improvements. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.

II. IMPROVEMENTS

A. LIMITATIONS ON USE. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically authorized by this permit. Any use not specifically authorized by this permit must be proposed in accordance with 36 CFR 251.54 or 251.61. Approval of such a proposed use through issuance of a new permit or permit amendment is at the sole discretion of the authorized officer.

B. DRAWINGS. All drawings for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those drawings, must be prepared by a professional engineer, architect, landscape architect, or other qualified professional acceptable to the authorized officer. These drawings and drawing revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built drawings, maps, or surveys upon completion of the work.

C. CONSTRUCTION. Any construction authorized by this permit shall commence by 12/31/2025 and shall be completed by 12/31/2025.

III. OPERATIONS.

A. PERIOD OF USE. Use or occupancy of the permit area shall be exercised at least 90 days each year.

B. CONDITION OF OPERATIONS. The holder shall maintain the authorized improvements and permit area to satisfactory condition of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources.

C. USE OF NATIONAL FOREST SYSTEM ROADS AND NATIONAL FOREST SYSTEM TRAILS. The holder's use of National Forest System roads and National Forest System trails shall comply with applicable requirements in 36 CFR Part 212, Subpart A; 36 CFR Part 261, Subpart A; and orders issued under 36 CFR Part 261, Subpart B. Motor vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart B, unless specifically provided otherwise in the operating plan. Over-snow vehicle use shall be consistent with designations made under 36 CFR Part 212, Subpart C, unless specifically provided otherwise in the operating plan.

E. MONITORING BY THE FOREST SERVICE. The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and authorized facilities and improvements at any time for compliance with the terms of this permit. The holder shall comply with inspection requirements deemed appropriate by the authorized officer. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or authorized facilities or improvements. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms of this permit.

F. CUTTING, DISPOSAL, AND PLANTING OF VEGETATION. This permit does not authorize the cutting of trees, brush, shrubs, and other plants ("vegetation"). Vegetation may be cut, destroyed, or trimmed only after the authorized officer or the authorized officer's designated representative has approved in writing and marked or otherwise identified what may be cut, destroyed, or trimmed. The holder shall notify the authorized officer when approved cutting, destruction, or trimming of vegetation has been completed. The Forest Service shall determine in advance of felling the method of disposal of trees felled in the permit area that meet utilization standards. Disposal may be by sale or without charge per 36 CFR Part 223, as may be most advantageous to the United States. Debris from felling that does not meet utilization standards shall also be disposed of according to methods determined by the Forest Service. Planting of vegetation in the permit area must have prior written approval from the authorized officer.

IV. RIGHTS AND LIABILITIES

A. LEGAL EFFECT OF THE PERMIT. This permit, which is revocable and terminable, is not a contract or a lease, but rather a federal license. The benefits and requirements conferred by this authorization are reviewable solely under the procedures set forth in 36 CFR 214 and 5 U.S.C. 704. This permit does not constitute a contract for purposes of the Contract Disputes Act, 41 U.S.C. 601. The permit is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

B. VALID EXISTING RIGHTS. This permit is subject to all valid existing rights. Valid existing rights include those derived under mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right.

C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS. The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit.

D. NO WARRANTY OF ACCESS, SITE SUITABILITY, OR SERVICES. This permit authorizes the use and occupancy of National Forest System lands by the holder for the purposes identified in this permit. The Forest Service does not make any express or implied warranty of access to the permit area, of the suitability of the permit area for the authorized uses, or for the furnishing of road or trail maintenance, water, fire protection services, search and rescue services, or any other services by a government agency, utility, association, or individual.

E. RISK OF LOSS. The holder assumes all risk of loss to the authorized improvements and all risk of loss of use of the permit area, in whole or in part, due to public health and safety or environmental hazards. Loss to the authorized improvements and of use and occupancy of the permit area may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), environmental contamination, avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If any authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this permit shall terminate. If the authorized officer determines that the permit area cannot be safely occupied due to a public health or safety or environmental hazard, this permit shall terminate. Termination under this clause shall not give rise to any claim for damages, including lost profits and the value of the improvements, by the holder against the Forest Service.

F. DAMAGE TO UNITED STATES PROPERTY. The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States that are associated with the use and occupancy authorized by this permit. Damage includes but is not limited to destruction of or damage to National Forest System lands, fire suppression costs, and destruction of or damage to federally owned improvements.

1. The holder shall be liable for all injury, loss, or damage, including fire suppression costs, prevention and control of the spread of invasive species, and the costs of rehabilitation or restoration of natural resources, resulting from the holder's use and occupancy of the permit area. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs. Such costs may be deducted from a performance bond required under clause IV.J.

2. The holder shall be liable for damage to all roads and trails of the United States caused by use of the holder or the holder's heirs, assignees, agents, employees, or contractors to the same extent as provided under clause IV.F.1, except that liability shall not include reasonable and ordinary wear and tear.

G. HEALTH AND SAFETY. The holder shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees, agents, or contractors. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

H. ENVIRONMENTAL PROTECTION.

1. Compliance with Environmental Laws. The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 et seq., the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

2. Definition of Hazardous Material. For purposes of clause IV.H and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of CERCLA, 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive

materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.

3. Oil Discharges and Release of Hazardous Materials. The holder shall immediately notify all appropriate response authorities, including the National Response Center and the authorized officer or the authorized officer's designated representative, of any oil discharge or of the release of a hazardous material in the permit area in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR Part 153 and 40 CFR Part 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the authorized officer or the authorized officer's designated representative of any release or threatened release of any hazardous material in or near the permit area which may be harmful to public health or welfare or which may adversely affect natural resources on federal lands.

4. Remediation of Release of Hazardous Materials. The holder shall remediate any release, threat of release, or discharge of hazardous materials that occurs in connection with the holder's activities in the permit area, including activities conducted by the holder's agents, employees, or contractors and regardless of whether those activities are authorized under this permit. The holder shall perform remediation in accordance with applicable law immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service in compliance with all applicable laws and regulations and free and clear of contamination.

I. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use or occupancy authorized by this permit. This indemnification provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, or contractors in connection with the use or occupancy authorized by this permit which result in (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous materials, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in combination with or as an alternative to monetary indemnification.

J. BONDING. The authorized officer may require the holder to furnish a surety bond or other security for any of the obligations imposed by the terms of this permit or any applicable law, regulation, or order.

V. RESOURCE PROTECTION

A. WATER POLLUTION. No waste or by-product shall be discharged into water in connection with the use and occupancy authorized by this permit except in full compliance with all applicable federal, state, and local environmental and other laws. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters or channels leading into water except in full compliance with all applicable federal, state, and local environmental and other laws.

B. SCENIC VALUES. The holder shall protect the scenic values of the permit area and the adjacent land to the greatest extent possible during construction, operation, and maintenance of the authorized improvements.

C. VANDALISM. The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

D. PESTICIDE USE.

1. Authorized Officer Concurrence. Pesticides may not be used outside of buildings in the permit area to control including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or other wildlife without the written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

2. Pesticide-Use Proposal. Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the holder shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.

3. Safety Plan. Before applying pesticides in the permit area, the holder shall submit to the authorized officer a safety plan that includes, at a minimum, a precise statement of the treatment objectives; a description of the equipment, materials, and supplies to be used, including pesticide formulation, quantities, and application methods; a description of the lines of responsibility for project planning, project monitoring, and after-action review; a description of any necessary interagency coordination; a copy of the current Pesticide-Use Proposal for the permit; a description of the process by which treatment effectiveness will be determined; and a spill plan, communications plan, security plan, and when required by applicable local requirements, a provision for prior notification to sensitive individuals.

4. Reporting. By September 30th annually, the holder shall submit to the authorized officer a written report of each pesticide application project completed during the previous 12-month period. The report shall contain information pertaining to the pesticide application projects as requested by the authorized officer.

5. Labeling, Laws, and Regulations. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.

E. ARCHAEOLOGICAL AND PALEONTOLOGICAL DISCOVERIES. The holder shall immediately notify the authorized officer of all antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered in connection with the use and occupancy authorized by this permit. The holder shall leave these discoveries intact and in place until otherwise directed by the authorized officer.

F. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION ACT (NAGPRA). In accordance with 25 U.S.C. 3002(d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall leave the discoveries intact and in place. The holder shall follow the applicable NAGPRA protocols for the undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the holder shall as soon as practicable notify the authorized officer of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the authorized officer certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a NAGPRA plan of action has been executed by the Forest Service following tribal consultation and any preconditions have been met.

G. PROTECTION OF THREATENED AND ENDANGERED SPECIES, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN AND THEIR HABITAT.

1. Threatened and Endangered Species and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA) of

1973, 16 U.S.C. 1531 et seq., as amended, or within designated critical habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing threatened or endangered species or designated critical habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

2. Sensitive Species and Species of Conservation Concern and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing sensitive species or species of conservation concern or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.

H. CONSENT TO STORE HAZARDOUS MATERIALS. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill or release prevention and control plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

VI. LAND USE FEE AND DEBT COLLECTION

A. LAND USE FEES. The holder shall pay in advance an annual land use fee of \$546.05. The annual land use fee shall be adjusted annually using the Federal Deflator Rate Indexing Factor

B. MODIFICATION OF THE LAND USE FEE. The land use fee may be revised whenever necessary to reflect the market value of the authorized use or occupancy or when the fee system used to calculate the land use fee is modified or replaced.

C. LAND USE FEE PAYMENTS.

1. Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

2. Disputed Land Use Fees. Land use fees are due and payable by the due date. Disputed land use fees, other than land use fees recalculated pursuant to an audit, must be paid in full. Adjustments will be made if dictated by an administrative appeal decision, a court decision, or settlement terms.

3. Late Payments

(a) Interest. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any land use fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the United States Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the land use fee is due.

(b) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

(c) Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent from the same date on which interest charges begin to accrue.

(d) Termination for Nonpayment. This permit shall terminate if the holder fails to pay any land use fee, interest, or any other charges within 90 calendar days of the due date. The holder shall remain responsible for the delinquent charges.

4. Administrative Offset and Credit Reporting. Delinquent land use fees and other charges associated with this permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:

(a) Administrative offset of payments due the holder from the Forest Service.

(b) If in excess of 90 days, referral to the United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

(c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.

(d) Disclosure to consumer or commercial credit reporting agencies.

VII. REVOCATION, SUSPENSION, AND TERMINATION

A. REVOCATION AND SUSPENSION.

1. The authorized officer may not revoke or suspend this permit without the concurrence of the holder.

2. The authorized officer may revoke this permit at the request of the holder. Revocation at the request of the holder must be agreed to in writing by the authorized officer. As a condition of revocation of this permit at the request of the holder, the authorized officer has discretion to impose any terms deemed appropriate as provided for in this permit.

C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214, as amended. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

D. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and, in the case of a permit issued to a business entity, termination upon change of control of the business entity. Termination of this permit shall not require notice, a decision document, or any environmental analysis or other documentation. Termination of this permit is not subject to administrative appeal and shall not give rise to any claim for damages by the holder against the Forest Service.

E. RIGHTS AND RESPONSIBILITIES UPON REVOCATION OR TERMINATION WITHOUT ISSUANCE OF A NEW PERMIT. Upon revocation or termination of this permit without issuance of a new permit, the holder shall remove all structures and improvements, except those owned by the United States, within a reasonable period prescribed by the authorized officer and shall restore the site to the satisfaction of the authorized officer. If the holder fails to remove all structures and improvements within the prescribed period, they shall become the property of the United States and may be sold, destroyed, or otherwise disposed of without any liability to the United States. However, the holder shall remain liable for all costs associated with their removal, including costs of sale and impoundment, cleanup, and restoration of the site.

F. CONTINUATION OF OBLIGATIONS AND LIABILITIES BEYOND TERMINATION OR REVOCATION. Notwithstanding the termination or revocation of this permit, its terms shall remain in effect and shall be binding on the holder and the holder's

personal representative, successors, and assignees until all the holder's obligations and liabilities accruing before termination or revocation of this permit have been satisfied.

VIII. MISCELLANEOUS PROVISIONS

A. MEMBERS OF CONGRESS. No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

B. CURRENT ADDRESSES. The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for billing and payment of land use fees.

C. SUPERSEDED AUTHORIZATION. This permit supersedes a special use authorization designated N/A

D. SUPERIOR CLAUSES. If there is a conflict between any of the preceding printed clauses and any of the following clauses, the preceding printed clauses shall control.

E. Aquatic Nuisance Species (ANS) Prevention of Introduction, Transport and Spread (R2-D-110).

1. The holder shall be responsible for preventing transport and spread of Aquatic Nuisance Species (ANS) of concern on the area authorized by this authorization. ANS of concern are those species listed in the Rocky Mountain Region Invasive Species Management Strategy, dated June 09, 2009 or subsequent policy.

2. When determined to be necessary by the authorized officer, the holder shall develop a site-specific/activity specific plan that addresses the prevention of introduction, transport and spread of ANS. Such plan shall be subject to Forest Service approval. Upon Forest Service approval, the prevention of transport and spread of ANS control plan shall become a part of this authorization, and its provisions shall be enforceable under the terms of this authorization.

F. Surveys, Land Corners (D-4).

The holder shall protect, in place, all public land survey monuments, private property corners, and Forest boundary markers. In the event that any such land markers or monuments are destroyed in the exercise of the privileges permitted by this authorization, depending on the type of monument destroyed, the holder shall see that they are reestablished or referenced in accordance with (1) the procedures outlined in the "Manual of Instructions for the Survey of the Public Land of the United States," (2) the specifications of the county surveyor, or (3) the specifications of the Forest Service.

Further, the holder shall cause such official survey records as are affected to be amended as provided by law. Nothing in this clause shall relieve the holder's liability for the willful destruction or modification of any Government survey marker as provided at 18 U.S.C. 1858.

G. Ground Surface Protection and Restoration (D-9).

The holder shall prevent and control soil erosion and gulying on National Forest System lands in and adjacent to the permit area resulting from construction, operation, maintenance, and termination of the authorized use. The holder shall construct authorized improvements so as to avoid accumulation of excessive amounts of water in the permit area and encroachment on streams. The holder shall revegetate or otherwise stabilize (for example, by constructing a retaining wall) all ground where the soil has been exposed as a result of the holder's construction, maintenance, operation, or termination of the authorized use.

H. Approval to Initiate Work (X-88).

Before actively initiating work under this authorization, the holder's or holder's representative shall advise the Authorized Officer of the date upon which active field work will be initiated. Approval for the work shall be issued in writing by the Authorized Officer. The approval shall list local restrictions pertaining to fire hazard, off-road vehicles, camp locations, and so forth.

I. Disputes (X-96). Appeal of any provisions of this authorization or any requirements thereof shall be subject to the appeal regulations at 36 CFR 214, as amended or revisions thereto.

J. Herbicide and Pesticide Use (D-18).

Herbicides and pesticides may not be used outside of buildings to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, or fish without the prior written approval of the Authorized Officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the Authorized Officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be authorized for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

THIS PERMIT IS ACCEPTED SUBJECT TO ALL ITS TERMS.

BEFORE THIS PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS OF THIS PERMIT.

ACCEPTED:

6/6/23

CHRISTOPHER RYAN OLIVER

SIGNATURE

DATE

APPROVED:

JASON SIEG

Digitally signed by JASON SIEG
Date: 2024.08.16 13:23:33 -06'00'

JASON M. SIEG

DATE

Acting Forest Supervisor
Arapaho-Roosevelt National Forest
USDA Forest Service

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. Response to this collection of information is mandatory. The authority to collect the information is the Organic Administration Act, 16 U.S.C. 551. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [http://www.usda.gov/programdisc](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in Section 9, Item C. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.



DEPARTMENT OF THE ARMY
ALBUQUERQUE DISTRICT, CORPS OF ENGINEERS
400 ROOD AVENUE, ROOM 224
GRAND JUNCTION, COLORADO 81501-2520

Section 9, Item C.

May 1, 2023

Regulatory Division

SUBJECT: Nationwide Permit Verification (SPA-2023-00220)

Grand Lake Villa, LLC
Attn: Ryan Oliver
9210 W 11th Avenue
Lakewood, CO 80215
ryan@inselfstorage.com

Dear Mr. Oliver:

We are responding to your preconstruction notification (PCN), dated April 20, 2023, submitted to us for verification of authorization under Nationwide Permit (NWP) 42 for the Oliver Boathouse project. The project site is located on Shallow Mountain Lake, approximately 0.7 mile southwest of the Town of Grand Lake at 337 Lake Kove Drive, centered at latitude 40.24827, longitude -105.83777, Grand County, Colorado.

Based on the information provided, we have determined that the Oliver Boathouse project involves the discharge of dredged or fill material into waters of the United States, subject to Section 404 of the Clean Water Act. The specific activities that require Corps authorization are the placement of 62 cubic yards of timber and native rock material into Shadow Mountain Lake to construct a 511-square-foot cribbing structure and the placement of 2.3 cubic yards of reinforced concrete into Shadow Mountain Lake to construct a bulkhead. The cribbing and bulkhead will facilitate a new 868-square-foot boathouse with a deck. The project will permanently impact approximately 0.02 acre of open water substrate and will be conducted as described in the referenced PCN.

We have determined that activities associated with the project are authorized by 2021 NWP 42 – Recreational Facilities. A summary of this NWP and the 2021 Colorado Regional Conditions are available on our website at www.spa.usace.army.mil/reg/nwp. Failure to comply with all terms and conditions of this NWP may result in the suspension or revocation of this authorization. As required by General Condition 30, you shall sign the enclosed Compliance Certification (Enclosure 1) and return it to this office within 30 days after completion of the authorized work. For specific information regarding compliance with water quality certification (WQC) requirements, please refer to our website at www.spa.usace.army.mil/reg/wqc.

Our review of this project also addressed its effects on threatened and endangered species and historic properties in accordance with General Conditions 18 and 20. Based on the information provided, we have determined that this project will have no effect on federally listed species or their critical habitat. Additionally, the project has no potential to cause effects on historic properties. However, these determinations may be invalidated if the project is not completed as authorized or you did not provide accurate information in your PCN.

This permit verification is valid until March 14, 2026, unless the NWP is modified, suspended, reissued, or revoked prior to that date. Continued confirmation that an activity complies with the

terms and conditions, and any changes to the NWP, is the responsibility of the permittee. Activities that have commenced, or are under contract to commence, in reliance on an NWP will remain authorized provided the activity is completed within 12 months of the date of the NWP's expiration, modification, or revocation.

This letter does not constitute approval of the project design features, nor does it imply that the construction is adequate for its intended purpose. This permit does not authorize any injury to property or invasion of rights or any infringement of federal, state, local, or tribal laws or regulations. The permittee and/or any contractors acting on behalf of the permittee must possess the authority and any other approvals required by law, including property rights, to undertake the proposed work.

The landowner must allow Corps representatives to inspect the authorized activity at any time deemed necessary to ensure that it is being, or has been, accomplished in accordance with the terms and conditions of the permit.

We would appreciate your feedback on this permit action including your interaction with our staff or suggestions for improving our program. For more information about our program or to complete our Regulatory Program national customer service survey, visit our website at <https://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/>.

Please refer to identification number SPA-2023-00220 in any correspondence concerning this project. If you have any questions, please contact Robert Frank by email at robert.w.frank@usace.army.mil, or telephone at 970-243-1199 Extension 1017.

Sincerely,



Benjamin Wilson
Senior Project Manager
NW Colorado Branch

Enclosure

cc:

Steve Dahmer, Environmental Solutions, steve.dahmer@esinc.biz
Robert Davis, Grand County, rdavis@co.grand.co.us

COMPLIANCE CERTIFICATION

Action Number: SPA-2023-00220

Name of Permittee: Grand Lake Villa, LLC; Attn: Ryan Oliver

Nationwide Permit: NWP 42

Upon completion of the activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers, Albuquerque District
400 Rood Avenue, Room 224
Grand Junction, Colorado 81501
SPA-RD-CO@usace.army.mil

Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification, or revocation.

Please enclose photographs showing the completed project (if available).

I hereby certify that the work authorized by the above-referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Date Work Started _____

Date Work Completed _____

Signature of Permittee

Date

Encl 1



CONFIDENTIAL MEMORANDUM

Meeting Date: 9/8/2025

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

Re: Space to Create GMP Agreement

Trustees:

At the June 23, 2025, Board of Trustees meeting, the Trustees voted to approve the services contract with Elk Mountain Construction as General Contractor for the Town’s Space to Create project. Subject of that approval was the condition the contractor provides a Gross Maximum Price (GMP) for the project’s construction.

Elk Mountain Construction has provided a complete project cost and GMP for your approval. The Board should review the documents, ask any clarifying questions and approve, approve with conditions or deny the proposal. Staff recommend approval of the proposal.

**TOWN OF GRAND LAKE, COLORADO
RESOLUTION NO. 39-2025**

**A RESOLUTION APPROVING A GUARANTEED MAXIMUM PRICE
QUALIFICATION LETTER WITH ELK MOUNTAIN CONSTRUCTION
FOR SPACE TO CREATE**

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

WHEREAS, the Town has entered into various contacts and agreement to construct the Spcae to Create Project (“Space to Create”); and

WHEREAS, the Town desires to contract with Elk Mountain Construction (the “Contractor”) for construction of the Space to Create; and

WHEREAS, to Board finds it in the best interest of the Town to approve the Space to Create – GMP Qualification Letter and Space 2 Create – Guaranteed Maximum Price spreadsheet (collectively the “GMP”) attached hereto as Exhibit A and incorporated herein by reference.

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

Section 1. The proposed GMP, attached hereto and incorporated herein as Exhibit A, is hereby approved subject to the conditions below, and the Mayor or their designee is hereby authorized and directed to execute the same.

Section 2. The Mayor or their designee is hereby authorized and directed to negotiate and approve on behalf of the Town such revisions to the GMP as the Mayor or their designee determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the GMP are not altered.

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

Section 4. Repeal: Existing Resolutions or parts of Resolutions covering the same matters as embraced in this Resolution are hereby repealed and all Resolutions or parts of Resolutions inconsistent with the provisions of this Resolution are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Resolution hereby repealed prior to the taking effect of this Resolution.

INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE ON THIS 8TH DAY OF SEPTEMBER, 2025.

TOWN OF GRAND LAKE, COLORADO

BY: _____
Christina Bergquest, Mayor

ATTEST:

Alayna Carrell, Town Clerk

SPACE TO CREATE- GMP QUALIFICATION LETTER

Please accept this letter as our Guaranteed Maximum Price (GMP) proposal for the below listed project:

Grand Lake- Space to Create, Grand Lake, Colorado- August 29, 2025

Proposal Amount: \$3,291,884

(Three Million Two Hundred Ninety One Thousand Eight Hundred Eighty Four Dollars)

Qualifications:

- **General Conditions**

- Elk Mountain Construction's GMP is based upon MA Studio's permit drawing set titled "Space 2 Create Grand Lake- Residences & Makerspace" dated August 15, 2025.
- Includes the cost of supervision, project management, project engineer, jobsite safety, barricades, portable toilets, temp fencing, vehicle allowance, forklift, skid steer, jobsite clean-up, final cleaning, dumpsters, and bonds.
- Includes allowances for temp utilities \$15,000, fire alarm \$18,725, window coverings \$14,000, winter conditions \$50,000, Use Tax- \$80,290. If the allowance amounts are less the difference will be credited to the owner. If it is more than the contract will be increased by change order.
- Includes a construction contingency in the amount of \$90,378 to be used to account for errors and omissions in the construction documents, modifications or changes to the scope of the project, or to pay for unknown conditions. The contingency funds can only be used by the contractor with the owner's approval. Any remaining construction contingency fund will be shared equally with the contractor and owner.

- **Site work**

- Includes the cost to install the erosion control per plans and specification.
- Includes the cost of the maintenance of the erosion control.
- Includes the cost to grub/demo asphalt and concrete at the site per the civil drawings.
- Includes the cost to excavate, backfill, import, export, and fine grade the site in accordance with the civil drawings.
- Includes the cost to construct the wood boardwalk in accordance with the contract documents and the Town of Grand Lake standards.
- Includes the cost to construct the trash enclosure as shown on the drawings.
- Existing asphalt will be milled.

- **Utilities**

- Includes the cost to install all utilities sanitary sewer, water, and storm sewer relocation per plans and specifications.
- Includes the cost of electrical service for the Residences and the Makerspace building.
- Includes the cost to extend a gas line from the Makerspace Building to the firepit area.

- **Concrete**

- Includes the cost to form, pour all footings, foundations and concrete piers in accordance with the construction documents.
- Includes the cost to form, place and finish all exterior concrete paving, asphalt, asphalt patching, sidewalk, vertical curb, curb and gutter and concrete pans in accordance with the contract documents.

- **Modular Residences**
 - Includes the cost to set the boxes, structural stitch and the interior stitch of the units. The owner has purchased the modular boxes direct from NorthStar. We have excluded the cost of the modulars and freight costs.
 - Includes the cost for all exterior siding, fascia, soffit and trim.
 - Includes the cost to furnish and install the wood trusses, roof sheathing, asphalt shingles, standing seam metal roofing, spray foam insulation and Stego vapor barrier at crawlspace, R-49 spray foam insulation in attic space.
- **Metals**
 - Includes the cost to furnish and install steel rod supports at the roof overhangs.
 - Includes trash gates per plans and specifications.
- **Doors**
 - Includes the cost to furnish and install the fire rated access doors in the crawlspace party walls. All exterior and interior doors to be provided by the modular builder.
- **Makerspace Building**
 - Includes the cost to demo the site, excavation and backfill of the foundation, and fine grade.
 - Includes the cost to install the sanitary sewer service, water service and electrical service with underground conduit to the proposed mechanical room, underground plumbing for sanitary sewer service and water service to the building.
 - Includes the cost for the concrete foundations, interior concrete slab on grade, and rigid foam insulation at the foundation and under the interior concrete slab on grade.
 - Includes the cost to build a 30'W x 100'L post frame building by Gingerich Structures in accordance with the construction documents, to include framed openings for windows and doors, metal roof, OSB sheathing and ice & water shield on the roof, and R-49 spray foam insulation in the roof truss cavity.
 - Excludes all windows, doors, overhead door, zip sheathing, exterior siding, interior framing, interior plumbing, electrical, HVAC and all interior finishes.
- **Finishes**
 - All interior finishes for the modular units will be provided by Northstar. We have included the structural stitch and interior stitching of the units only.
- **Plumbing**
 - Includes all underground sanitary sewer lines to the crawlspace and connection to the building.
 - Includes the domestic water supply to the units and connection to the building.
 - Includes the cost to install a fully functional fire sprinkler system to the Residences. Elk Mountain has contracted Paragon Fire for fire protection. The Town of Grand Lake has paid the required deposit, and Elk Mountain is contracted for the remainder of the costs.
- **Landscaping**
 - Includes all plantings, hardscapes, irrigation, crusher fines, cobbles, steel edging, and bike racks in accordance with the landscape drawings.
 - The fire pit included is a Borgert Fire 36" Fire pit with cap, 36" Steelog Campfire series log set with electronic ignition, timer and emergency shut off.

- **Electrical**

- Includes the electrical service to both the Residences and the Makerspace building, exterior lighting, exterior outlets, one (1) street light, lights in the crawlspace, electrical meter service bank for the Residences, wire from meters to each panel in the Residences through the crawl space, and final connections for each modular unit.

- **Exclusions**

- Permit fees
- Development fees
- Tap fees, MPE fees, Xcel Energy fees
- Builders Risk Insurance
- Design & Engineering fees
- Quality control testing – Contracted directly with owner
- Modular building costs and freight to site – To be paid by owner
- Sump pumps in crawlspace
- Unforeseen conditions
- All future landscape items shown on drawing LL.1, Legend items A-I
- All lounge area furnishings shown on drawing LL.1 (no specification provided)
- All Building Signage

Space 2 Create- Guaranteed Maximum Price
August 29, 2025

GMP
Contractor Elk Mountain Construction
Owner Town of Grand Lake

| | |
|--------------------------|-----------------|
| Building Total SF | \$10,400 |
| Site SF | \$28,295 |

| | |
|------------------|--------------------|
| BID TOTAL | \$3,291,884 |
| SF Price | \$316.53 |

| Div. | Description | Labor | Material | Equipment | Subcontract | Total | Total PSF |
|------|---|------------|------------|-----------|-------------|------------|-----------|
| | GENERAL CONDITIONS | \$ 182,630 | \$ 10,000 | \$ 30,000 | \$ 35,000 | \$ 257,630 | \$ 24.77 |
| | SURVEY | \$ - | \$ - | \$ - | \$ 15,000 | \$ 15,000 | \$ 1.44 |
| | TEMP UTILITIES | \$ - | \$ - | \$ 15,000 | \$ - | \$ 15,000 | \$ 1.44 |
| | TESTING- SOILS, CONCRETE, STEEL- ALLOWANCE | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | SITE DEMO | \$ - | \$ - | \$ - | \$ 60,000 | \$ 60,000 | \$ 5.77 |
| | DEMO EXISTING LIGHT POLES | \$ - | \$ - | \$ - | \$ 500 | \$ 500 | \$ 0.05 |
| | DEMO EXISTING STORM SEWER LINE | \$ - | \$ - | \$ - | \$ 6,000 | \$ 6,000 | \$ 0.58 |
| | EROSION CONTROL | \$ - | \$ - | \$ - | \$ 10,000 | \$ 10,000 | \$ 0.96 |
| | EXCAVATION/ BACKFILL- MAKERSPACE | \$ - | \$ - | \$ - | \$ 38,000 | \$ 38,000 | \$ 3.65 |
| | EXCAVATION/ BACKFILL- RESIDENCES | \$ - | \$ - | \$ - | \$ 85,000 | \$ 85,000 | \$ 8.17 |
| | TRUCKING | \$ - | \$ - | \$ - | \$ 35,000 | \$ 35,000 | \$ 3.37 |
| | STRUCTURAL FILL IMPORT/BOARDWALK FILL/ BEDDING | \$ - | \$ - | \$ - | \$ 7,000 | \$ 7,000 | \$ 0.67 |
| | CLASS "C" GRAVEL UNDER SLABS & DRIVE | \$ - | \$ - | \$ - | \$ 16,000 | \$ 16,000 | \$ 1.54 |
| | FINE GRADE SITE | \$ - | \$ - | \$ - | \$ 20,000 | \$ 20,000 | \$ 1.92 |
| | SITE CONCRETE PAVING/ SIDEWALK | \$ - | \$ - | \$ 5,000 | \$ 69,000 | \$ 74,000 | \$ 7.12 |
| | 6" VERTICLE CONCRETE CURB | \$ - | \$ - | \$ - | \$ 19,200 | \$ 19,200 | \$ 1.85 |
| | 2' WIDE CONCRETE CURB & GUTTER | \$ - | \$ - | \$ - | \$ 17,000 | \$ 17,000 | \$ 1.63 |
| | PARKING LOT STRIPING | \$ - | \$ - | \$ - | \$ 4,500 | \$ 4,500 | \$ 0.43 |
| | PARKING LOT HANDI-CAP SIGNAGE | \$ - | \$ - | \$ - | \$ 850 | \$ 850 | \$ 0.08 |
| | ASPHALT PAVING | \$ - | \$ - | \$ - | \$ 12,000 | \$ 12,000 | \$ 1.15 |
| | FLOWFILL | \$ - | \$ 4,500 | \$ - | \$ - | \$ 4,500 | \$ 0.43 |
| | 3/4" WATER SERVICE- MAKERSPACE | \$ - | \$ - | \$ - | \$ 6,500 | \$ 6,500 | \$ 0.63 |
| | 4" WATER SERVICE- RESIDENCES | \$ - | \$ - | \$ - | \$ 25,000 | \$ 25,000 | \$ 2.40 |
| | WATER TAPS | \$ - | \$ - | \$ - | \$ 4,000 | \$ 4,000 | \$ 0.38 |
| | 4" SANITARY SEWER SERVICE | \$ - | \$ - | \$ - | \$ 7,700 | \$ 7,700 | \$ 0.74 |
| | 6" SANITARY SEWER- RESIDENCES | \$ - | \$ - | \$ - | \$ 10,985 | \$ 10,985 | \$ 1.06 |
| | SANITARY SEWER TAP MAIN LINE | \$ - | \$ - | \$ - | \$ 7,000 | \$ 7,000 | \$ 0.67 |
| | SS MANHOLE | \$ - | \$ - | \$ - | \$ 10,500 | \$ 10,500 | \$ 1.01 |
| | STORM SEWER GRATES/ BOXES | \$ - | \$ - | \$ - | \$ 20,000 | \$ 20,000 | \$ 1.92 |
| | LANDSCAPE & IRRIGATION | \$ 1,400 | \$ 5,600 | \$ - | \$ 103,000 | \$ 110,000 | \$ 10.58 |
| | CONCRETE FOUNDATIONS- MAKERSPACE | \$ - | \$ - | \$ - | \$ 35,000 | \$ 35,000 | \$ 3.37 |
| | CONCRETE FOUNDATIONS- RESIDENCES | \$ - | \$ - | \$ 4,500 | \$ 165,000 | \$ 169,500 | \$ 16.30 |
| | CONCRETE SLAB ON GRADE- MAKERSPACE | \$ - | \$ - | \$ 1,500 | \$ 36,408 | \$ 37,908 | \$ 3.65 |
| | 2" RIGID FOAM INSULATION- MAKERSPACE FOUNDATION | \$ 1,950 | \$ 7,800 | \$ - | \$ - | \$ 9,750 | \$ 0.94 |
| | TRASH ENCLOSURE | \$ - | \$ - | \$ - | \$ 15,000 | \$ 15,000 | \$ 1.44 |
| | WOOD FENCING & GATES | \$ - | \$ - | \$ - | \$ 15,000 | \$ 15,000 | \$ 1.44 |
| | 2x8 BEARING WALLS IN CRAWL SPACE | \$ 7,200 | \$ 7,500 | \$ - | \$ - | \$ 14,700 | \$ 1.41 |
| | ROUGH CARPENTRY- LUMBER | \$ 5,000 | \$ 15,000 | \$ - | \$ - | \$ 20,000 | \$ 1.92 |
| | ROUGH CARPENTRY- TUSSES | \$ 30,000 | \$ 75,000 | \$ 8,000 | \$ - | \$ 113,000 | \$ 10.87 |
| | ROOF SHEATHING- RESIDENCES | \$ 5,800 | \$ 17,600 | \$ - | \$ - | \$ 23,400 | \$ 2.25 |
| | 2X6 TREATED SILL PLATE | \$ 1,800 | \$ 3,500 | \$ - | \$ - | \$ 5,300 | \$ 0.51 |
| | EXTERIOR WOOD SIDING | \$ 85,000 | \$ 135,000 | \$ - | \$ - | \$ 220,000 | \$ 21.15 |
| | MISC. EXTERIOR WOOD TRIM | \$ 5,500 | \$ 6,500 | \$ - | \$ - | \$ 12,000 | \$ 1.15 |
| | EXTERIOR PAINTING/STAIN | \$ - | \$ - | \$ - | \$ 55,000 | \$ 55,000 | \$ 5.29 |
| | 2X12 FASCIA BOARD | \$ 3,500 | \$ 3,798 | \$ - | \$ - | \$ 7,298 | \$ 0.70 |
| | 2X8 FASCIA BOARD | \$ 3,500 | \$ 3,500 | \$ - | \$ - | \$ 7,000 | \$ 0.67 |
| | SOFFIT | \$ 7,500 | \$ 7,500 | \$ - | \$ - | \$ 15,000 | \$ 1.44 |
| | TYVEK BUILDING WRAP | \$ 1,200 | \$ 4,250 | \$ - | \$ - | \$ 5,450 | \$ 0.52 |
| | 6X12 BEAMS | \$ 3,000 | \$ 5,000 | \$ - | \$ - | \$ 8,000 | \$ 0.77 |
| | 6X6 POSTS | \$ 5,000 | \$ 8,000 | \$ - | \$ - | \$ 13,000 | \$ 1.25 |
| | NAILS; SCREWS; MISC. HARDWARE | \$ - | \$ 6,500 | \$ - | \$ - | \$ 6,500 | \$ 0.63 |
| | WOOD BOARDWALK | \$ - | \$ - | \$ - | \$ 118,664 | \$ 118,664 | \$ 11.41 |
| | METAL FLASHING @ SIDING | \$ 725 | \$ 2,713 | \$ - | \$ - | \$ 3,438 | \$ 0.33 |
| | MODULAR SET AND STITCH | \$ - | \$ - | \$ - | \$ 120,000 | \$ 120,000 | \$ 11.54 |
| | DRYWALL ON 2X8 BEARING WALLS IN CRAWL SPACE | \$ - | \$ - | \$ - | \$ 10,623 | \$ 10,623 | \$ 1.02 |
| | SPRAY FOAM INSULATION- CRAWL SPACE FOUNDATION | \$ - | \$ - | \$ - | \$ 15,600 | \$ 15,600 | \$ 1.50 |
| | SPRAY FOAM INSULATION- TRUSSES ATTIC | \$ - | \$ - | \$ - | \$ 84,600 | \$ 84,600 | \$ 8.13 |
| | SPRAY FOAM INSULATION- MAKERSPACE BUILDING ROOF | \$ - | \$ - | \$ - | \$ 25,000 | \$ 25,000 | \$ 2.40 |
| | ASPHALT SHINGLES | \$ - | \$ - | \$ - | \$ 67,200 | \$ 67,200 | \$ 6.46 |
| | STANDING SEAM ROOF- GUTTERS & DOWNSPOUTS | \$ - | \$ - | \$ - | \$ 69,000 | \$ 69,000 | \$ 6.63 |
| | FOUNDATION DAMPPROOFING | \$ - | \$ - | \$ - | \$ 6,500 | \$ 6,500 | \$ 0.63 |
| | FOUNDATION DRAIN | \$ - | \$ - | \$ - | \$ 10,500 | \$ 10,500 | \$ 1.01 |
| | JOINT SEALANTS | \$ - | \$ - | \$ - | \$ 7,500 | \$ 7,500 | \$ 0.72 |

| | | | | | | |
|-----------------------------------|-------------------|-------------------|-------------------|---------------------|---------------------|------------------|
| FIRESTOPPING | \$ - | \$ - | \$ - | \$ 4,500 | \$ 4,500 | \$ 0.43 |
| FIRE RATED ACCESS DOORS | \$ 600 | \$ 5,250 | \$ - | \$ - | \$ 5,850 | \$ 0.56 |
| MAKERSPACE POST FRAME BUILDING | \$ - | \$ - | \$ - | \$ 152,166 | \$ 152,166 | \$ 14.63 |
| FIRE EXTINGUISHERS | \$ 435 | \$ 2,170 | \$ - | \$ - | \$ 2,605 | \$ 0.25 |
| KNOX BOX | \$ 73 | \$ 1,085 | \$ - | \$ - | \$ 1,158 | \$ 0.11 |
| WINDOW COVERINGS | \$ - | \$ - | \$ - | \$ 14,000 | \$ 14,000 | \$ 1.35 |
| PLUMBING- RESIDENCES | \$ - | \$ - | \$ - | \$ 90,500 | \$ 90,500 | \$ 8.70 |
| PLUMBING- MAKERSPACE | \$ - | \$ - | \$ - | \$ 13,500 | \$ 13,500 | \$ 1.30 |
| FIRE SPRINKLER | \$ - | \$ - | \$ - | \$ 56,787 | \$ 56,787 | \$ 5.46 |
| ROOF AWNINGS | \$ - | \$ - | \$ - | \$ 5,000 | \$ 5,000 | \$ 0.48 |
| ELECTRICAL- RESIDENCES | \$ - | \$ - | \$ - | \$ 155,484 | \$ 155,484 | \$ 14.95 |
| ELECTRICAL- MAKERSPACE | \$ - | \$ - | \$ - | \$ 32,332 | \$ 32,332 | \$ 3.11 |
| SITE LIGHTING- LIGHT POLES | \$ - | \$ - | \$ - | \$ 14,000 | \$ 14,000 | \$ 1.35 |
| FIRE ALARM | \$ - | \$ - | \$ - | \$ 18,725 | \$ 18,725 | \$ 1.80 |
| INSTALL OWNER FURNISHED EQUIPMENT | \$ 7,250 | \$ - | \$ - | \$ - | \$ 7,250 | \$ 0.70 |
| LOW VOLT/ DATA | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| WINTER CONDITIONS ALLOWANCE | \$ - | \$ - | \$ 50,000 | \$ - | \$ 50,000 | \$ 4.81 |
| SUBTOTAL | \$ 359,063 | \$ 337,766 | \$ 114,000 | \$ 2,058,324 | \$ 2,869,153 | \$ 275.88 |
| | | | | Insurance | \$ - | \$ - |
| | | | | Builders Risk | | |
| | | | | | BY OWNER | |
| | | | | P&OH | \$ 143,458 | \$ 13.79 |
| | | | | Contingency | \$ 90,378 | \$ 8.69 |
| | | | | Bond | \$ 108,605 | \$ 10.44 |
| | | | | TOGL Use Tax | \$ 80,290 | \$ 7.72 |
| | | | | TOTAL | \$ 3,291,884 | \$ 316.53 |

Included in fee

5.00%
3.00%
3.50%