



Town of Grand Lake Board of Trustees Workshop & Meeting

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

1-10-2022 Board of Trustees Workshop & Evening Meeting LIVE in the Town Hall Board Room – 1026 Park Avenue

Join Zoom Meeting

<https://zoom.us/j/91305420950>

Meeting ID: 913 0542 0950

One tap mobile

+13462487799,,91305420950# US (Houston)

+16699006833,,91305420950# US (San Jose)

Workshop – 4:30 PM

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. HTA Presentation
5. MSOB Update
6. Creative District Update

Evening Meeting – 6:00 PM

- A. Call to Order
- B. Pledge of Allegiance
- C. Announcements
- D. Roll Call
- E. Conflicts of Interest
- F. Manager's Report
- G. Public Comments (limited to 3 minutes)
- H. Consideration of Approval of Meeting Minutes dated December 13, 2021 **(E2)**
- I. Consideration to Approve Accounts Payable for December 2021 **(E8)** and January 2022 **(E13)**
- J. November Financial Report Review **(E21)**
- K. Consideration of Resolution 03-2022, a Resolution Approving a Lot Consolidation for Lots 9-14, Block 26, Town of Grand Lake, More Commonly Referred to as 505 and 517 Grand Avenue **(E64)**
- L. Consideration of Major Land Use Development at 505 Grand Avenue Final Development Application **(E112)**
- M. Quasi-Judicial – Consideration of a Special Event Liquor Permit – Chamber of Commerce **(E358)**
- N. Consideration of Resolution 01-2022, Approval of a Supplement to the FY 2021 Budget **(E363)**
- O. Consideration of Resolution 02-2022, Approval of a Supplement to the FY 2022 Budget **(E364)**
- P. Consideration of Ordinance 01-2022, Approval of a Fee Schedule for Town Services and Property Rentals **(E425)**
- Q. Presentation of Final Lands Committee Report **(E438)**
- R. Mayors Report
- S. Future Items for Consideration
- T. **Executive Session Pursuant to C.R.S. 24-6-402(4)(f)(1) to determine positions relative to matters that may be subject to negotiations; develop strategy for negotiations, and instruct negotiators regarding a possible workforce housing project**
- U. **Executive Session Pursuant to C.R.S. 24-6-402(4)(f)(1) to discuss personnel matters related to the Town Manager's contract except if the Town Manager requests an open meeting**
- V. Adjourn Meeting

Statement of Purpose: Workshops are held in the afternoon prior to each Board of Trustee meeting. Workshops are conducted:

- 1) To ensure that the Board Members have adequate information and background to make informed decisions on various items.
- 2) To provide the Trustees with a forum to frame emerging issues and to discuss potential alternatives to address these issues.
- 3) To learn about important events affecting the Town and to provide a chance for citizens to bring "for your information" items to the Trustees.
- 4) To make efficient and effective use of citizens time at Board meetings but allow citizens time to make their comments known in a recorded meeting.

RECORD OF PROCEEDINGS

Regular Meeting Town of Grand Lake – Board of Trustees Monday December 13, 2021, 3:30 PM

- CALL TO ORDER:** The regular meeting of the Board of Trustees was called to order by Mayor Steve Kudron at 3:49 P.M. in the Town Hall Board Room
- PLEDGE OF ALLEGIANCE:** Mayor Kudron led everyone in reciting the Pledge of Allegiance
- ROLL CALL PRESENT:** Mayor Kudron, Mayor Pro-Tem Bjorkman, Trustees Southway, Bruton, Bjorkman and Bergquist, Town Clerk Thompson, Town Manager Crone
- ABSENT** Trustee Calvin-Braleay and Trustee Arntson (remote attendance)
- ANNOUNCEMENTS:** Mayor Kudron announced: Please turn off all cell phones during the meeting
- CONFLICTS OF INTEREST:** Mayor Kudron stated if there are any conflicts of interest with any item on this evening agenda, Trustees may announce their conflict at this time – **None**

Consideration to Enter Into Executive Session – for the purpose of receiving legal advice regarding the CIRSA investigative report, pursuant to Section 24-6-402(4)(f), Colorado Revised Statutes

Executive Session Pursuant to Section 24-6-402(4)(f), Colorado Revised Statutes, for a Personnel Matter Related to the Town Manager

Mayor Pro-Tem Bjorkman made a motion to enter into Executive Session. Trustee Bruton seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Aye
Trustee Bergquist	Aye
Trustee Calvin-Braleay	Aye
Trustee Arntson	Aye
Trustee Bruton	Aye

The Board of Trustees entered into Executive Session at 3:53 PM, ended at 4:42 PM.

The Evening Meeting Reconvened at 7:24 PM.

- MANAGERS REPORT:** With the advent of the Omicron variant, hospitalizations across the state have dramatically increased. Grand County now has eleven deaths and increasing case counts. Vaccines are currently available for children 5 years and older. Pfizer and Moderna have both recently opened up boosters for anyone over 16. There are numerous events scheduled around the holidays. There are several events at the RMR and there will be the comedy show at the Community House. At this time, the Town is still planning on fireworks for New Year's Eve. If the ice is not thick enough we will launch the fireworks from the L dock.

RECORD OF PROCEEDINGS

The Grand Foundation has announced that it is attempting to buy eleven units at the Rapids Lodge. These units would be used to house people displaced by the East Troublesome fire. Eventually, they would be used for workforce housing. With any luck we will start to see some significant snowfall. This means that you need to remove vehicles from the Town right of ways to allow for plowing. It is also important to remember that you cannot store snow in the Towns right of way, and you cannot plow across Town roads. It is also vital that everyone drives safely when around snowplows. Town staff will call the Sheriff when they witness unsafe drivers.

When we get snow, expect to see snowmobilers on our Town roads. Please be careful. Snowmobilers must also make sure that they follow all of the rules and regulations governing their use on Town roads and the Town Trail. The Public Works department has been working hard to get the skating rink open. Weather permitting, it will be open by Christmas. The final day to submit applications to be on the Steering Committee or the Stakeholder Committee is this Wednesday (December 15th). There is a link to application materials on the Towns website or you can email planner@toglco.com to request and application. Holidays are traditionally one of the most stressful periods of the year. Please show consideration and patience with our neighbors and visitors. We will be completing staff evaluations by the end of the year. The evaluation will be two parts: self-evaluations and supervisor evaluations. The Board will not be having its meeting on December 27th. The next scheduled meeting will be on January 10, 2021.

UNSCHEDULED PUBLIC COMMENTS:

Mayor Kudron announced this time is reserved for members of the Public to make a presentation to the Board on items or issues that are not scheduled on the agenda. The Board will not discuss or debate these items, nor will the Board make any decisions on items presented during this time. Rather, the Board will refer the items to Staff for follow up. If a member of the public wishes to comment regarding items on the Agenda, time will be allocated at the beginning of each non-quasi-judicial item. For items of a quasi-judicial nature, time will be allocated during the public hearing for the item. Time limited for Public comments is 3 minutes.

Jim McComb – 768 Kinnikinnick Road - Chamber of Commerce

I have two things, number one the Christmas tree lighting ceremony was a screaming success. We want to give our thanks to Keith and his crew. Those guys did just an unbelievable job. We're estimating around 1,500 people attended. It would have been nice if we had snow, but I think everyone that did attend had a great time. We are looking forward to it next year. The last thing that I have is a number of months ago before all of the COVID craziness and the other things that were going on, it was a very busy summer. I asked the Board to consider Home Rule and investigate it. I just want to make sure that does not die somewhere. I know that we had an Intern that was assigned to research it, we never heard anything past that point about where it went. I would just ask that you don't let that die and please give us all some feedback. Thank You

Jim Cervenka – 236 Lakeview Drive

There are three comments based on what Katie had a discussion about earlier, I'm not asking for anything. Historically, Town Park was a campground. That was one of the first places where we were allowed to camp. I'm not suggesting that should happen again but just keep in mind historically, I think the very first summit that the Continental

RECORD OF PROCEEDINGS

Divide Trail Alliance, not Coalition, but Alliance, the predecessor for their first summit was right there, roughly 2,000. And then you talked about a pathway between the Visitors Center and Town, and that is part of the Street Scape plan.

MEETING MINUTES:

Consideration to approve meeting minutes dated November 22, 2021

Mayor Pro-Tem Bjorkman made a motion to approve the meeting minutes dated November 22, 2021. Trustee Bergquist seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Abstain
Trustee Bergquist	Aye
Trustee Calvin-Brale	Abstain
Trustee Arntson	Abstain
Trustee Bruton	Aye

Consideration to approve meeting minutes dated December 3, 2021

Trustee Bergquist made a motion to approve the meeting minutes dated December 3, 2021. Trustee Southway seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Aye
Trustee Bergquist	Aye
Trustee Calvin-Brale	Abstain
Trustee Arntson	Abstain
Trustee Bruton	Aye

FINANCIAL REVIEW:

Consideration to approve Accounts Payable for December 2021

Trustee Southway made a motion to approve Accounts Payable for December 2021. Mayor Pro-Tem Bjorkman seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Aye
Trustee Bergquist	Aye
Trustee Calvin-Brale	Abstain
Trustee Arntson	Abstain
Trustee Bruton	Aye

NEW BUSINESS:

Consideration of a contract with Grand County Water Info Network

Trustee Southway made a motion to approve a contract with Grand County Water Info Network. Trustee Bergquist seconded the motion. Town Clerk Thompson called the vote:

RECORD OF PROCEEDINGS

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Aye
Trustee Bergquist	Aye
Trustee Calvin-Brale	Abstain
Trustee Arntson	Abstain
Trustee Bruton	Aye

Consideration of a contract with Grand Lake Area Historical Society

Trustee Southway made a motion to approve a contract with Grand Lake Area Historical Society. Trustee Bjorkman seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Aye
Trustee Bergquist	Aye
Trustee Calvin-Brale	Abstain
Trustee Arntson	Abstain
Trustee Bruton	Aye

Consideration of a contract with Hilly Lawn Landscaping

Trustee Bergquist made a motion to approve the contract with Hilly Lawn for landscaping services for 2022. Trustee Southway seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Aye
Trustee Bergquist	Aye
Trustee Calvin-Brale	Abstain
Trustee Arntson	Abstain
Trustee Bruton	Aye

Consideration to approve an Amendment to the Town Manager contract through January 2022

Mayor Pro-Tem Bjorkman made a motion to approve the contract amendment as presented. Trustee Bergquist seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Aye
Trustee Bergquist	Aye
Trustee Calvin-Brale	Abstain
Trustee Arntson	Abstain
Trustee Bruton	Aye

RECORD OF PROCEEDINGS

MAYORS REPORT:

We are two weeks away from Christmas. As the holidays are quickly approaching and lights are on and everything going on around us, I find myself looking at 2021 much the same way I looked at 2020. I know that when we got to this point last year, we were all hoping that we could leave that all behind and move onto another one but unfortunately we just had more of the same in 2021 in a lot of ways. However, there were a lot of changes that happened between the two. I think many of those have been for the good of Grand Lake, many of the changes that have happened. We are seeing who we can be as a tourist driven economy. We are experiencing growing pains. There are a lot of things that, as we get into 2022, we're going to get the pieces of paper that show us those things easily. We're going to get trees planted and we're going to have water sprinkling and all the normal things and we're going to do it a little bit different.

I just look forward to working with each and every one of you to get this good stuff done. I sure hope that our challenges are for the causes that bring prosperity to our citizens and to our Town and doesn't tear anyone down for any reason. We have to get better at not hurting our neighbors. We have a lot of good stuff going on. I want to, in closing, reiterate we are not done with this disease called COVID. Real world situations on my side, my grandkids both got COVID from their daycare provider. They are OK because they are little guys and girls. But, the daycare provider is not OK and that falls down to my children who are now trying to come up with an extra \$2,000 a month that they did not budget because their one-year-old needs a different kind of daycare than what he's been used to for the last year.

85% of the people in hospitals are unvaccinated. You're going to get sick even if you get a booster, there is a good chance of it. There is a great chance you wont die. If you're not vaccinated and you get it and your over 65 there is a one in ten chance you will get it. So, it's everybody's choice. My daughter put up Christmas lights at her daycare providers home with her fingers crossed that she will be home by Christmas, because she has been on a vent for 25 days. It's a very real thing and when it affects all of us. It reminds us how precious life is and how special we are to live here in Grand Lake. Thank you all for being a part of my life.

FUTURE ITEMS & STAFF DIRECTION:

- Lands Committee Invitations
- Lone Eagle Lodge Discussion
- Living Word Church – Snow Storage
- Supplemental Budget Hearing
- Hire staff for front desk
- Snowmobile rides on website
- Snow removal agreement at the fire department

RECORD OF PROCEEDINGS

ADJOURNMENT:

Mayor Pro-Tem Bjorkman made a motion to adjourn the meeting. Trustee Bergquist seconded the motion. Town Clerk Thompson called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Southway	Aye
Trustee Bergquist	Aye
Trustee Calvin-Brale	Abstain
Trustee Arntson	Abstain
Trustee Bruton	Aye

This meeting of the Board of Trustees was adjourned at 8:44 PM.

(Attest)

Jennifer Thompson, Town Clerk

Steve Kudron, Mayor

12-20-21 E8

Invoice Date	GL Account and Title	Description	Net Invoice Amount
DAYNE SMITH			
9/17/21			
12/15/2021	10-228100 GLC Customer Deposits	GLC-REFUND DEPOSIT-SMITH-DEVLYN WEDDING 9/17/21	200.00
Total 9/17/21:			200.00
Total DAYNE SMITH:			200.00
DEB GAHN			
12/15/21			
12/15/2021	10-228100 GLC Customer Deposits	GLC-REFUND DEPOSIT	200.00
Total 12/15/21:			200.00
Total DEB GAHN:			200.00
DENISE STACKHOUSE			
12/20/21			
12/20/2021	10-341-201 Headstone Deposit	CEMETERY-REFUND HEADSTONE DEPOSIT-PATRICIA DAVIS	200.00
Total 12/20/21:			200.00
Total DENISE STACKHOUSE:			200.00
DIAMONDBACK ENGINEERING & SURVEY INC			
2021-126			
07/09/2021	20-430-354 System Analysis/Eng & Surv	WATER-CDPHE ELLIGIBILITY FORM (GIS OF WATER SYSTEM)	955.00
Total 2021-126:			955.00
2021-206			
12/17/2021	20-430-354 System Analysis/Eng & Surv	WATER-GIS MAPPING LAYOUT OF WATER SYSTEM	3,515.00
Total 2021-206:			3,515.00
Total DIAMONDBACK ENGINEERING & SURVEY INC:			4,470.00
DPC INDUSTRIES, INC			
737005644-21			
12/13/2021	20-430-221 Chemicals	WATER - (98) 50# BAGS SODA ASH DENSE,(1)CHLORINE 150#	1,836.57
Total 737005644-21:			1,836.57
Total DPC INDUSTRIES, INC:			1,836.57
ENVIRONMENTAL SOLUTIONS INC.			
713			
04/22/2021	10-452-450 Park Improvements	PARKS-TOGL 404 PERMITTING-MARCH & APRIL 2021	742.50
Total 713:			742.50
Total ENVIRONMENTAL SOLUTIONS INC.:			742.50
EXECUTECH UTAH, INC.			
163638			
12/13/2021	10-413-462 Computer Equipment	BOT-DELL LATITUDE 5420 14" NOTEBOOK	1,781.94

Invoice Date	GL Account and Title	Description	Net Invoice Amount
Total 163638:			1,781.94
EXEC-106969			
12/01/2021	10-415-312 Computer Services	ADMIN-MONTHLY SERVICE-DEC	652.00
12/01/2021	10-450-312 Computer Services	GLC-MONTHLY SERVICE-DEC	103.50
12/01/2021	20-430-321 Computer System Support	WATER-MONTHLY SERVICE-DEC	207.00
12/01/2021	40-460-312 Computer Services	MARINA-MONTHLY SERVICE-DEC	103.50
Total EXEC-106969:			1,066.00
EXEC-107488			
11/30/2021	10-415-312 Computer Services	ADMIN-OVERAGE HOURS-NOV	571.90
11/30/2021	20-430-321 Computer System Support	WATER-OVERAGE FEE-NOV	383.85
11/30/2021	10-413-462 Computer Equipment	BOT-PREPERATION FOR BOT LAPTOP	127.95
Total EXEC-107488:			1,083.70
EXEC-108243			
11/30/2021	10-415-215 Computer Software	ADMIN-0365, SOPHOS, ACRONIS CLOUD STORAGE-NOV	525.77
11/30/2021	10-450-312 Computer Services	GLC-SOPHOS, 0365-NOV	100.96
11/30/2021	10-431-312 Computer Services	PW-SOPHOS, 0365-NOV	100.96
11/30/2021	20-430-321 Computer System Support	WATER-SOPHOS-NOV	25.00
Total EXEC-108243:			752.69
Total EXECUTECH UTAH, INC.:			4,684.33
GRAND LAKE PLUMBING & HEATING			
22949036			
10/25/2021	10-450-237 Building Maintenance	GLC-REMOVE & REPLACE WATER HEATER	1,741.54
Total 22949036:			1,741.54
Total GRAND LAKE PLUMBING & HEATING:			1,741.54
HEIKE WILSON			
12/20/21			
12/20/2021	10-415-100 Gross Wages - Administrati	ADMIN-REIMBURSE FOR MISSING HOURS ON 12/15/21 PAY	187.25
Total 12/20/21:			187.25
Total HEIKE WILSON:			187.25
J&M DISPLAYS, INC			
55404			
12/15/2021	40-460-750 Fireworks	MARINA-2021 BUFFALO DAYS FIREWORKS DISPLAY	10,150.00
Total 55404:			10,150.00
Total J&M DISPLAYS, INC:			10,150.00
JOSEPH MURPHY			
8/28/21			
12/09/2021	10-228100 GLC Customer Deposits	GLC-REFUND DEPOSIT-C. MURPHY MEMORIAL 8/28/21	200.00

Invoice Date	GL Account and Title	Description	Net Invoice Amount
Total 8/28/21:			200.00
Total JOSEPH MURPHY:			200.00
KIMBERLY WHITE			
12/20/21			
12/20/2021	10-415-100 Gross Wages - Administrati	ADMIN-REIMBURSE FOR MISSING HOURS ON PAY	152.59
Total 12/20/21:			152.59
Total KIMBERLY WHITE:			152.59
KROB LAW OFFICE, LLC			
11/30/21			
12/09/2021	10-415-351 Legal Services	ADMIN-LEGAL SERVICES-NOV	2,262.50
12/09/2021	10-415-351 Legal Services	PC-LEGAL FEES-NOV	3,405.50
Total 11/30/21:			5,668.00
Total KROB LAW OFFICE, LLC:			5,668.00
MOUNTAIN PARKS ELECTRIC, INC			
12.11.21-GROUP 277			
12/11/2021	10-415-341 Electric Utility	ADMIN-STANLEY HOUSE-NOV	61.00
12/11/2021	10-415-341 Electric Utility	ADMIN-ELECTRIC-NOV	258.52
12/11/2021	10-431-341 Electric Utility	PW-ELECTRIC NOV	325.84
12/11/2021	10-431-349 Street Light Electric Utility	PW-STREET LIGHTS NOV	1,404.26
12/11/2021	10-452-341 Electric Utility	PARKS-ELECTRIC NOV	304.89
12/11/2021	10-450-341 Electric Utility	GLC-ELECTRIC NOV	1,067.91
12/11/2021	40-460-341 Electric Utility	MARINA - ELECTRIC NOV	19.26
12/11/2021	20-430-341 Electric Utility	WATER - ELECTRIC--NOV	1,424.84
Total 12.11.21-GROUP 277:			4,866.52
12/1/21			
12/01/2021	10-452-341 Electric Utility	PARKS-EV CHARGING STATION-PARK AVE-NOV	877.00
Total 12/1/21:			877.00
12/11/21-503167100			
12/11/2021	20-430-341 Electric Utility	WATER - ELECTRIC--NOV-ACCT503167100	10.00
Total 12/11/21-503167100:			10.00
Total MOUNTAIN PARKS ELECTRIC, INC:			5,753.52
NV 5			
247272			
12/15/2021	90-931-910 Streetscape	SS3-SERVICES 11/1/21 to 11/30/21	1,552.50
Total 247272:			1,552.50
Total NV 5:			1,552.50

PEAK PERFORMANCE IMAGING SOLUTIONS

Invoice Date	GL Account and Title	Description	Net Invoice Amount
63066			
12/16/2021	10-450-233 Office Equip Maint	GLC-COPIER MAINTENANCE NOV/DEC	10.99
Total 63066:			10.99
Total PEAK PERFORMANCE IMAGING SOLUTIONS:			10.99
RG AND ASSOCIATES, LLC			
151945			
12/07/2021	10-412-314 Purchased Services	PC- PLANNER SUPPORT FEES-NOV	125.00
Total 151945:			125.00
151946			
12/07/2021	10-412-314 Purchased Services	PC- PLANNER SUPPORT FEES-GRD LAKE LODGE-NOV	269.00
Total 151946:			269.00
151952			
12/08/2021	10-412-314 Purchased Services	PC-ON CALL PLANNER SUPPORT FEES,190 RAPIDS LANE	895.75
Total 151952:			895.75
Total RG AND ASSOCIATES, LLC:			1,289.75
THREE LAKES WATER & SANITATION DISTRICT			
6450			
12/09/2021	10-450-870 Contingency - GL Center	GLC-SEWER TAP-MIDDLE PARK MEDICAL-ACCT#138100	16,544.00
Total 6450:			16,544.00
Total THREE LAKES WATER & SANITATION DISTRICT:			16,544.00
TRACY S. TEMPLE			
12/20			
12/20/2021	10-431-100 Gross Wages - Public Work	PW-T, TEMPLE-REIMBURSE MEDICAL	119.48
Total 12/20:			119.48
Total TRACY S. TEMPLE:			119.48
US BANK (TM)			
5592850001048363-NOV			
12/09/2021	10-412-370 Training/Travel	PLANNER-TEXT BOOK	89.54
12/09/2021	20-430-210 Office Supplies	WATER-OFFICE SUPPLY-PLANNING CALENDAR	68.80
12/09/2021	10-415-215 Computer Software	ADMIN-ADOBE ACROPRO SUBS	39.98
12/09/2021	10-415-370 Training/Travel	ADMIN-MAYOR/MANAGER MEETING	211.62
12/09/2021	10-452-220 Operating Supplies	PARKS-AMAZON-DRIVEWAY MARKERS	229.96
12/09/2021	10-412-370 Training/Travel	PLANNER-CONFERENCE TRAVEL	1,216.85
12/09/2021	10-450-220 General Operating Supplies	GLC-GOLF SIMULATOR SUPPLIES	50.52
12/09/2021	10-413-211 Office/meeting supplies	BOT-JACKETS	1,358.76
12/09/2021	10-413-461 Appreciation Program	BOT-YEARLY GIFT CARDS	5,206.45
12/09/2021	10-415-370 Training/Travel	ADMIN-EMPLOYEE LUNCH	86.87
12/09/2021	10-415-237 Building Maintenance	ADMIN-KEITH-HOME DEPOT-TOWN HALL DOOR KNOBS	46.93
12/09/2021	10-452-220 Operating Supplies	PARKS-KEITH-1000 LIGHT BULBS-CHRISTMAS LIGHTS	1,422.92
12/09/2021	10-452-220 Operating Supplies	PARKS-KEITH-NOVELTY LIGHTS-CHRISTMAS LIGHTS	4,095.70
12/09/2021	10-452-220 Operating Supplies	PARKS-KEITH-HOME DEPOT-PVC PIPE,COIL, RATCHET STRAP,GORILLA TAPE	203.53

Invoice Date	GL Account and Title	Description	Net Invoice Amount
12/09/2021	10-431-312 Computer Services	PW-KEITH-APPLE FEES	10.98
12/09/2021	10-415-211 General Office Supplies	ADMIN-SAUNDRA-OFFICE FOOD	66.40
12/09/2021	10-413-211 Office/meeting supplies	BOT-SAUNDRA--MEETING FOOD	149.92
12/09/2021	10-415-311 Postage/Freight	ADMIN-SAUNDRA-POSTAGE STAMPS	58.00
12/09/2021	10-415-211 General Office Supplies	ADMIN-SAUNDRA-OFFICE SUPPLIES	67.13
Total 5592850001048363-NOV:			14,680.86
Total US BANK (TM):			14,680.86
Grand Totals:			70,383.88

TOWN OF GRAND LAKE COMBINED ACCOUNTS PAYABLE AND
ACCOUNTS PAYABLE - ALREADY PAID (ATTACHMENT A): DEC 2021

MAYOR: _____
STEVE KUDRON, MAYOR

ATTEST: _____
JENNIFER THOMPSON, CLERK

1-10-22 E13

Invoice Date	GL Account and Title	Description	Net Invoice Amount
AFFILIATED BENEFITS CONSULTANTS INC			
12.30.21			
12/30/2021	10-415-355 Professional Services-Other	ADMIN - FSA & HRA ADMINISTRATION-DEC	115.00
Total 12.30.21:			115.00
Total AFFILIATED BENEFITS CONSULTANTS INC:			115.00
BROWNS HILL ENGINEERING & CONTROLS			
21914			
10/01/2021	20-430-320 Telemetry Maintenance	WATER-PROJECT 19-519 SERV WORK/CELLULAR SERV FEE OCT-21	85.00
Total 21914:			85.00
22431			
01/03/2022	20-430-320 Telemetry Maintenance	WATER-PROJECT 19-519 SERV WORK/CELLULAR SERV FEE JAN 22	85.00
Total 22431:			85.00
Total BROWNS HILL ENGINEERING & CONTROLS:			170.00
CASELLE INC			
114390			
01/01/2022	10-415-312 Computer Services	ADMIN - SOFTWARE SUPPORT FEB 2022	425.00
01/01/2022	20-430-321 Computer System Support	WATER - SOFTWARE SUPPORT FEB 2022	425.00
Total 114390:			850.00
Total CASELLE INC:			850.00
CENTURYLINK			
12/25/21			
12/25/2021	20-430-344 Telephone Utility	WATER - 970-627-3936 DEC	63.41
12/25/2021	40-460-344 Telephone/Internet Utility	MARINA - 970-627-5031 DEC	35.33
Total 12/25/21:			98.74
Total CENTURYLINK:			98.74
CIRSA			
220353			
01/04/2022	10-415-513 Property/Casualty Insurance	ADMIN-VAMP COVERAGE FOR 2022	64.48
Total 220353:			64.48
Total CIRSA:			64.48
COLORADO MOUNTAIN NEWS MEDIA			
IN13343			
12/31/2021	10-412-380 Comp Plan Update	PLANNING-MUNI LANDS PLAN COMMITTEE AD	180.00
Total IN13343:			180.00
IN13344			
12/31/2021	10-415-314 Ads & Legal Notices	ADMIN-CLASSIFIED AD FOR ADMIN ASST	460.00
12/31/2021	10-415-314 Ads & Legal Notices	ADMIN- PUBLIC NOTICE	145.20

Invoice Date	GL Account and Title	Description	Net Invoice Amount
Total IN13344:			605.20
IN13345			
12/31/2021	10-415-314 Ads & Legal Notices	ADMIN -NOTICE OF SUPPLEMENTAL BUDGET	18.99
Total IN13345:			18.99
Total COLORADO MOUNTAIN NEWS MEDIA:			804.19
COMCAST			
8497303010084276-DEC 2021			
12/08/2021	10-415-344 Telephone/Internet Utility	ADMIN - PHONE/INTERNET DEC	341.79
12/08/2021	10-450-344 Telephone/Internet/TV Utility	GLC - PHONE/INTERNET DEC	263.04
12/08/2021	10-450-344 Telephone/Internet/TV Utility	GLC - TV DEC	94.21
12/08/2021	10-431-344 Telephone/Internet Utility	PW - PHONE/INTERNET DEC	162.96
Total 8497303010084276-DEC 2021:			862.00
Total COMCAST:			862.00
DEERE CREDIT, INC.			
1/1/22			
01/01/2022	10-831-500 Capital Equip Lease Princip	PW-2018 J.DEERE 772G MOTOR GRADER-PRINCIPAL	3,932.08
01/01/2022	10-831-510 Capital Equip Lease Interest	PW-2018 J.DEERE 772G MOTOR GRADER-INTEREST	385.84
Total 1/1/22:			4,317.92
Total DEERE CREDIT, INC.:			4,317.92
EXECUTECH UTAH, INC.			
163723			
12/31/2021	10-415-312 Computer Services	ADMIN-3 YEAR PROSUPPORT NBD ONSITE AFTER REMOTE DIAGNOSIS	195.70
Total 163723:			195.70
Total EXECUTECH UTAH, INC.:			195.70
GOVERNMENT LEASING AND FINANCE, INC			
077-0019882-002-JAN			
01/01/2022	10-831-510 Capital Equip Lease Interest	PW-INTEREST-2015 JD 624K LOADER-JAN-0770019882001	163.81
01/01/2022	10-831-500 Capital Equip Lease Princip	PW - PRINCIPAL 2015 JD 624K LOADER JAN--0770019882001	1,173.34
Total 077-0019882-002-JAN:			1,337.15
077-0019882-002-JAN 2022			
01/01/2022	10-831-500 Capital Equip Lease Princip	PW-PRINCIPAL 2019 JD TRACTOR & FORD F-350, 077-0019882-002 JAN	1,157.43
01/01/2022	10-831-510 Capital Equip Lease Interest	PW - INTEREST 2019 JD TRACTOR & FORD F-350, 077-0019882-002-JAN	134.48
Total 077-0019882-002-JAN 2022:			1,291.91
Total GOVERNMENT LEASING AND FINANCE, INC:			2,629.06
GRAINGER			
9144729341			
12/08/2021	10-431-242 Road Maintenance	PW-(5)NO PARKING SIGNS	118.10

Invoice Date	GL Account and Title	Description	Net Invoice Amount
Total 9144729341:			118.10
9145334760			
12/08/2021	10-431-242 Road Maintenance	PW-(8)NO PARKING SIGNS,ELECTRIC NO PARKING SIGNS (2)	236.20
Total 9145334760:			236.20
9145334786			
12/08/2021	10-452-220 Operating Supplies	PARKS-URINAL REBUILD KTS, TOILET REBUILD KIT, WRENCH	188.90
Total 9145334786:			188.90
9145809233			
12/09/2021	10-431-242 Road Maintenance	PW-ANCHOR U-CHANNEL POST (2)	111.88
Total 9145809233:			111.88
9149506603			
12/13/2021	10-452-220 Operating Supplies	PARKS-VACUUM BREAKER REPAIR KITS	11.82
Total 9149506603:			11.82
Total GRAINGER:			666.90
GRAND COUNTY INTERNET SERVICES			
63378			
01/01/2022	10-415-346 Website Hosting Services	MARINA-WIRELESS INTERNET FOR FEB	60.00
Total 63378:			60.00
Total GRAND COUNTY INTERNET SERVICES:			60.00
GRAND LAKE CHAMBER OF COMMERCE			
1/1/22			
01/01/2022	10-415-721 Chamber Service Agreemen	ADMIN - SERVICE AGREEMENT 1ST QTR 2022	8,183.00
01/01/2022	10-415-722 BLC Fee Remittance	ADMIN - BLC 1ST QTR 2022	9,500.00
01/01/2022	10-415-724 NRL VC Op	ADMIN - NRL 1ST QTR 2022	7,500.00
01/01/2022	10-415-880 Chamber Public Relations	ADMIN-CHAMBER PUBLIC RELATIONS-1ST QTR 2022	2,500.00
01/01/2022	10-415-880 Chamber Public Relations	ADMIN-EVENTS 1ST QTR 2022	2,500.00
01/01/2022	10-353-180 Rent - Visitors Center	ADMIN - VISITORS' CENTER RENT 1ST QTR 2022	625.00
Total 1/1/22:			29,558.00
Total GRAND LAKE CHAMBER OF COMMERCE:			29,558.00
HONNEN EQUIPMENT COMPANY			
1329967			
12/07/2021	10-431-233 Equipment Maintenance	PW-772GP-REPAIRS	200.00
Total 1329967:			200.00
1330004			
12/07/2021	10-431-233 Equipment Maintenance	PW-624K LOADER -PERFORM 1000 HOUR SERVICE	2,564.09
Total 1330004:			2,564.09

Invoice Date	GL Account and Title	Description	Net Invoice Amount
1330739			
12/08/2021	10-431-233 Equipment Maintenance	PW-JD 772GP-COOLANT HEATER	108.49
Total 1330739:			108.49
Total HONNEN EQUIPMENT COMPANY:			2,872.58
IMAGING CONCEPTS			
255962			
12/21/2021	10-415-233 Office Equipment Maintenanc	ADMIN - COPIER MAINT AGREEMENT -11/28/21-12/28/21	58.08
Total 255962:			58.08
Total IMAGING CONCEPTS:			58.08
INDEPENDENT PROPANE CO			
12/31/21			
12/31/2021	10-415-345 Natural Gas Utility	ADMIN-PROPANE TANK RENTAL FOR STANLEY PROPERTY	100.00
Total 12/31/21:			100.00
Total INDEPENDENT PROPANE CO:			100.00
JCG TECHNOLOGIES			
8332			
01/01/2022	10-413-465 Computer Software	BOT - RECORDING SYSTEM SUPPORT 2022	450.00
Total 8332:			450.00
Total JCG TECHNOLOGIES:			450.00
KBL SERVICES INC.			
22966			
11/18/2021	10-431-237 Building Maintenance	PW-REMOVE AND INSTALL NEW HOT WATER HEATER-TOWN MAINT SHOP	1,294.99
Total 22966:			1,294.99
Total KBL SERVICES INC.:			1,294.99
KOPY KAT OFFICE			
12202			
01/03/2022	10-415-211 General Office Supplies	ADMIN - 500 LOGO ENVELOPES	148.85
Total 12202:			148.85
Total KOPY KAT OFFICE:			148.85
MOUNTAIN PARKS ELECTRIC, INC			
1/11/22-GRAND LAKE LOAN			
01/10/2022	10-413-870 Board Contingency	BOT-EV STATION LOAN PAYMENT AS OF 1/11/22	97,630.01
Total 1/11/22-GRAND LAKE LOAN:			97,630.01
Total MOUNTAIN PARKS ELECTRIC, INC:			97,630.01
MOUNTAIN STATES LIGHTING			

Invoice Date	GL Account and Title	Description	Net Invoice Amount
GAJ121-PO411028506			
08/04/2021	90-931-910 Streetscape	SSIII-(26) LIGHTS/POLES-PARK AVE-PO411028506-#00001	73,320.00
Total GAJ121-PO411028506:			73,320.00
Total MOUNTAIN STATES LIGHTING:			73,320.00
MUNDUS BISHOP			
2109-3-1121			
12/09/2021	10-412-380 Comp Plan Update	ART SPACE-MUNI LANDS PLAN PROJECT-PHASE I-PRIORITIZATION/IMPLEMETATION	11,208.91
Total 2109-3-1121:			11,208.91
2109-4-1221			
01/05/2022	10-412-380 Comp Plan Update	ART SPACE-MUNI LANDS PLAN PROJECT-PHASE I-PRIORITIZATION	2,927.50
Total 2109-4-1221:			2,927.50
Total MUNDUS BISHOP:			14,136.41
NAPA AUTO PARTS OF GRANBY			
12/28/21			
12/28/2021	10-431-232 Vehicle Maintenance	PW-WINDSHIELD WASH (30)	171.69
Total 12/28/21:			171.69
6/28/21			
06/28/2021	10-431-224 Safety Supplies	PW-ABRASIVE WHEEL	56.64
Total 6/28/21:			56.64
813488			
12/09/2021	10-431-232 Vehicle Maintenance	PW-ANTIFREEZE (12)	226.56
Total 813488:			226.56
814948			
12/28/2021	10-431-231 Gas/Fuel/Liquids	PW-BLUE DEF (10)	149.90
Total 814948:			149.90
Total NAPA AUTO PARTS OF GRANBY:			604.79
NORTHERN TOOL & EQUIPMENT			
48817199			
10/13/2021	10-431-224 Safety Supplies	PW-CL3 WP HI-VIS-BMBR JK	434.97
Total 48817199:			434.97
49085630			
11/21/2021	10-431-224 Safety Supplies	PW-CL3 WP HI-VIS-BMBR JK	293.97
Total 49085630:			293.97
49086444			
11/21/2021	10-431-224 Safety Supplies	PW-CL3 WP HI-VIS-BMBR JK	195.98

Invoice Date	GL Account and Title	Description	Net Invoice Amount
Total 49086444:			195.98
Total NORTHERN TOOL & EQUIPMENT:			924.92
NORTHERN WATER			
12/27/21			
12/27/2021	10-228100 GLC Customer Deposits	GLC-REFUND EVENT DEPOSIT	200.00
Total 12/27/21:			200.00
Total NORTHERN WATER:			200.00
STAPLES CREDIT PLAN			
12/15/21			
12/15/2021	10-415-211 General Office Supplies	ADMIN - OFFICE SUPPLIES	317.74
Total 12/15/21:			317.74
Total STAPLES CREDIT PLAN:			317.74
SYMMETRY ENERGY SOLUTIONS			
12517234			
12/28/2021	10-450-345 Natural Gas Utility	GLC-GAS SERVICE-NOV	946.14
Total 12517234:			946.14
Total SYMMETRY ENERGY SOLUTIONS:			946.14
THE GREEN COMPANY			
188991			
12/14/2021	10-452-220 Operating Supplies	PARKS-JUMBO TOILET PAPER,TOILET CLEANER,BLEACH,DIAL SOAP	195.54
Total 188991:			195.54
188991-1			
12/20/2021	10-452-220 Operating Supplies	PARKS-TOILET CLEANER, DIAL SOAP	315.20
Total 188991-1:			315.20
Total THE GREEN COMPANY:			510.74
THREE LAKES WATER & SANITATION DISTRICT			
FIRST QTR-TOWN G. L.			
01/01/2022	40-460-342 Sewer Utility	MARINA - #238900 SEWER 1ST QTR 2022	117.00
01/01/2022	10-450-342 Sewer Utility	GLC - #138100 SEWER 1ST QTR 2022	1,072.89
01/01/2022	10-452-342 Sewer Utility	PARKS - #264100 SEWER 1ST QTR 2022	134.55
01/01/2022	10-415-342 Sewer Utility	ADMIN - #354400 SEWER 1ST QTR 2022	304.20
01/01/2022	10-415-800 Attainable Housing Expense	ADMIN-MARY DR UNIT A-1ST QTR 2022-#438100	117.00
01/01/2022	10-415-800 Attainable Housing Expense	ADMIN-MARY DR UNIT B- 1ST QTR 2022-#438200	117.00
01/01/2022	10-415-800 Attainable Housing Expense	ADMIN-MARY DR UNIT C-1ST QTR 2022-#438300	117.00
01/01/2022	10-415-800 Attainable Housing Expense	ADMIN-MARY DR UNIT D-1ST QTR 2022-#438400	117.00
01/01/2022	10-415-800 Attainable Housing Expense	ADMIN-MARY DR UNIT E-1ST QTR 2022-#438500	117.00
01/01/2022	10-415-800 Attainable Housing Expense	ADMIN-MARY DR UNIT F-1ST QTR 2022-#438600	117.00
01/01/2022	10-415-800 Attainable Housing Expense	ADMIN-MARY DR UNIT G, UPPER & LOWER-1ST QTR 2022-#438700	234.00
01/01/2022	10-415-800 Attainable Housing Expense	ADMIN-MARY DR UNIT H-1ST QTR 2022-#438800	117.00
01/01/2022	10-415-800 Attainable Housing Expense	ADMIN-MARY DR UNIT I-1ST QTR 2022-#438900	117.00

Invoice Date	GL Account and Title	Description	Net Invoice Amount
01/01/2022	10-415-800 Attainable Housing Expense	ADMIN-MARY DR UNIT J-1ST QTR 2022-#438900	117.00
01/01/2022	10-415-800 Attainable Housing Expense	ADMIN-MARY DR UNIT K-1ST QTR 2022-#439000	117.00
01/01/2022	10-415-800 Attainable Housing Expense	ADMIN-MARY DR UNIT L-1ST QTR 2022-#439100	117.00
01/01/2022	10-415-800 Attainable Housing Expense	ADMIN-MARY DR UNIT M -1ST QTR 2022-#439200	117.00
01/01/2022	10-415-800 Attainable Housing Expense	ADMIN-MARY DR UNIT N-1ST QTR 2022-#439300	117.00
Total FIRST QTR-TOWN G. L.:			3,383.64
Total THREE LAKES WATER & SANITATION DISTRICT:			3,383.64
UNCC			
221120652			
12/31/2021	20-430-238 Distribution Line Maintenanc	WATER-RTL TRANSMISSIONS, POSITIVE RESPONSE RE-NOTIFY-DEC	10.56
Total 221120652:			10.56
Total UNCC:			10.56
VERIZON WIRELESS			
9895432400			
12/19/2021	10-415-344 Telephone/Internet Utility	ADMIN-(4) CELL PHONE& (1) I PAD NOV/DEC	423.17
12/19/2021	10-431-344 Telephone/Internet Utility	PW-(5) PHONES & (1) I PAD NOV/DEC	212.56
12/19/2021	20-430-344 Telephone Utility	WATER - (1) CELL PHONES NOV/DEC	21.85
12/19/2021	40-460-344 Telephone/Internet Utility	MARINA - CELL PHONE NOV/DEC	51.35
12/19/2021	10-413-462 Computer Equipment	BOT-TRUSTEE TABLET FEES NOV/DEC	40.01
Total 9895432400:			748.94
9895432401			
12/19/2021	10-415-344 Telephone/Internet Utility	ADMIN-TREASURER PHONE NOV/DEC	51.35
Total 9895432401:			51.35
Total VERIZON WIRELESS:			800.29
WASTE CONNECTIONS OF CO, INC			
5878589			
01/01/2022	10-431-318 Trash/Recycle Services	PW - TOWN SHOP TRASH SERVICE JAN-2 @ \$264.94	529.88
Total 5878589:			529.88
5878755			
01/01/2022	50-470-300 Dumpster Service	PAYT - TRASH SERVICE-EXTRA PICK UPS-DEC-5@\$80.00	400.00
01/01/2022	50-470-300 Dumpster Service	PAYT - TRASH SERVICE-JAN	1,426.83
Total 5878755:			1,826.83
Total WASTE CONNECTIONS OF CO, INC:			2,356.71
XCEL ENERGY			
761623455			
12/29/2021	10-415-345 Natural Gas Utility	ADMIN - NATURAL GAS NOV/DEC	336.96
12/29/2021	10-431-345 Natural Gas Utility	PW - NATURAL GAS NOV/DEC	647.62
12/29/2021	10-452-345 Natural Gas Utility	PARKS - NATURAL GAS NOV/DEC	482.77
12/29/2021	20-430-345 Natural Gas Utility	WATER - NATURAL GAS NOV/DEC	787.01

Invoice Date	GL Account and Title	Description	Net Invoice Amount
		Total 761623455:	2,254.36
		Total XCEL ENERGY:	2,254.36
		Grand Totals:	242,712.80

TOWN OF GRAND LAKE COMBINED ACCOUNTS PAYABLE AND
ACCOUNTS PAYABLE - ALREADY PAID (ATTACHMENT A): JAN 2022

MAYOR: _____
STEVE KUDRON, MAYOR

ATTEST: _____
JENNIFER THOMPSON, CLERK

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For the Month Ended November 2021- Unadjusted

Revenues	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%
Taxes				
Property Tax	\$ 333,958	\$ 346,982	\$ 13,024	103.9
Specific Ownership Tax	15,000	3,957	(11,043)	26.4
General Sales Tax	1,741,825	2,401,160	659,335	137.9
Building Use Tax	45,000	71,350	26,350	158.6
Motor Vehicle Use Tax	40,000	44,017	4,017	110.0
Cigarette Tax	3,000	3,962	962	132.1
Franchise Tax	67,500	69,331	1,831	102.7
Subtotal Taxes	<u>2,246,283</u>	<u>2,940,760</u>	<u>694,477</u>	<u>130.9</u>
Licenses & Permits				
Business Licenses	30,000	22,493	(7,508)	75.0
Rental Licenses	70,000	42,455	(27,545)	60.7
Liquor License	4,500	916	(3,584)	20.4
Other Licenses	3,700	3,532	(168)	95.5
Subtotal Licenses & Permits	<u>108,200</u>	<u>69,395</u>	<u>(38,805)</u>	<u>64.1</u>
Intergovernmental				
County Road and Bridge	6,492	1,971	(4,521)	30.4
Grants	-	63,591	63,591	-
Highway Users Tax	30,000	32,412	2,412	108.0
Conservation Trust Fund	2,000	2,418	418	120.9
Other Intergovernmental	1,000	-	(1,000)	-
Subtotal Intergovernmental	<u>39,492</u>	<u>100,392</u>	<u>60,900</u>	<u>254.2</u>
Charges for Services				
Attainable Housing Fee	2,000	-	(2,000)	-
Zoning and Subdivision Review	2,000	4,800	2,800	240.0
Cemetery	4,200	11,945	7,745	284.4
Grand Lake Center	59,600	52,859	(6,741)	88.7
Other Charges for Services	2,600	17,518	14,918	673.8
Subtotal Charges for Services	<u>70,400</u>	<u>87,122</u>	<u>16,722</u>	<u>123.8</u>
Fines and Forfeitures				
	-	-	-	-
Fees and Leases				
	2,500	1,875	(625)	75.0
Net Investment Income				
	18,000	3,623	(14,377)	20.1
Contributions				
	-	-	-	-
Other Revenue				
	40,052	6,601	(33,451)	16.5
Capital Specific Revenue				
	<u>2,005,000</u>	<u>1,633,579</u>	<u>(371,421)</u>	<u>81.5</u>
Total Revenues	<u>\$ 4,529,927</u>	<u>\$ 4,843,349</u>	<u>\$ 313,422</u>	<u>106.9</u>

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For the Month Ended November 2021- Unadjusted

Expenditures	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%
Current:				
Boards and Committees				
Board of Trustees	\$ 112,009	\$ (367,702)	\$ 479,711	(328.3)
Cemetery Committee	11,550	910	10,640	7.9
Planning Commission & Board of Adjustment	20,300	29,507	(9,207)	145.4
Greenways Committee	47,585	49,147	(1,562)	103.3
Subtotal Boards and Committees	<u>191,444</u>	<u>(288,138)</u>	<u>479,582</u>	<u>(150.5)</u>
Administration				
Personnel	448,850	386,974	61,876	86.2
Supplies	30,222	33,486	(3,264)	110.8
Repairs and Maintenance	20,250	4,198	16,052	20.7
Purchased Services	67,225	35,308	31,917	52.5
Utility Services	15,300	25,004	(9,704)	163.4
Professional Services	52,500	78,153	(25,653)	148.9
Marketing	127,964	132,091	(4,127)	103.2
Other	121,400	54,448	66,952	44.9
Subtotal Administration	<u>883,711</u>	<u>749,663</u>	<u>134,048</u>	<u>84.8</u>
Economic Development Grants	<u>32,200</u>	<u>32,200</u>	<u>-</u>	<u>100.0</u>
Public Safety				
Personnel	-	10,372	(10,372)	-
Purchased Services	165,858	223,049	(57,191)	134.5
Subtotal Public Safety	<u>165,858</u>	<u>233,422</u>	<u>(67,564)</u>	<u>140.7</u>
Public Works				
Personnel	413,039	363,803	49,236	88.1
Supplies	21,000	7,976	13,024	38.0
Repairs and Maintenance	183,500	110,658	72,842	60.3
Purchased Services	19,900	24,639	(4,739)	123.8
Utility Services	43,500	25,834	17,666	59.4
Professional Services	2,000	-	2,000	-
Other	22,500	5,427	17,073	24.1
Subtotal Public Works	<u>\$ 705,439</u>	<u>\$ 538,337</u>	<u>\$ 167,102</u>	<u>76.3</u>

GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For the Month Ended November 2021- Unadjusted

Expenditures	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%
Grand Lake Center				
Personnel	\$ 159,989	\$ 130,490	\$ 29,499	81.6
Supplies	14,000	6,791	7,209	48.5
Repairs and Maintenance	37,700	1,776	35,924	4.7
Purchased Services	-	-	-	-
Utility Services	32,980	27,851	5,129	84.4
Professional Services	6,730	5,404	1,326	80.3
Other	21,542	33,062	(11,520)	153.5
Subtotal Grand Lake Center	<u>272,941</u>	<u>205,374</u>	<u>67,567</u>	<u>75.2</u>
Parks				
Personnel	62,160	31,299	30,861	50.4
Supplies	19,000	36,773	(17,773)	193.5
Repairs and Maintenance	48,100	21,400	26,700	44.5
Purchased Services	-	-	-	-
Utility Services	24,500	16,997	7,503	69.4
Professional Services	-	-	-	-
Other	6,750	1,772	4,978	26.2
Parks Capital	1,517,678	1,502,972	14,706	99.0
Subtotal Parks	<u>1,678,188</u>	<u>1,611,214</u>	<u>66,974</u>	<u>96.0</u>
Capital Outlay	<u>1,021,627</u>	<u>308,179</u>	<u>713,448</u>	<u>30.2</u>
Debt service				
Lease Principal	148,645	67,317	81,328	45.3
Lease Interest	14,058	19,637	(5,579)	139.7
Subtotal Debt Service	<u>162,703</u>	<u>86,954</u>	<u>75,749</u>	<u>53.4</u>
Reserves	-	-	-	-
Total Expenditures	<u>5,114,111</u>	<u>3,477,205</u>	<u>1,636,906</u>	<u>68.0</u>
Net Change in Fund Balance*	(584,184)	1,366,144	1,950,328	334%
Fund Balance - Beginning	2,018,575	2,038,410	19,835	101.0
Fund Balance - Ending	<u>\$ 1,434,391</u>	<u>\$ 3,404,554</u>	<u>\$ 1,970,163</u>	<u>237.4</u>

*Excess Revenues Over (Under) Expenditures

CAPITAL IMPROVEMENT FUND
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For the Month Ended November 30, 2021- Unadjusted

Revenues	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%
Taxes				
General Sales Tax	\$ 435,000	\$ 245,519	\$ (189,481)	56.4
Subtotal Taxes	435,000	245,519	(189,481)	56.4
Intergovernmental				
Grants	700,000	-	(700,000)	-
Other Intergovernmental	206,000	-	(206,000)	-
Subtotal Intergovernmental	906,000	-	(906,000)	-
Other Revenue	-	-	-	-
Net Investment Income	15,000	1,226	(13,774)	8.2
Total Revenues	1,356,000	246,744	(1,109,256)	18.2
Expenditures				-
Current:				-
Operations	1,000	-	(1,000)	-
Capital Outlay	1,977,795	2,082,548	104,753	105.3
Debt service				
Bond Principal	115,000	196,975	81,975	171.3
Bond Interest	163,950	82,225	(81,725)	50.2
Subtotal Debt Service	278,950	279,200	250	100.1
Reserves	-	-	-	-
Total Expenditures	2,257,745	2,361,748	104,003	104.6
Net Change in Fund Balance*	(901,745)	(2,115,003)	(1,213,258)	164.0
Fund Balance - Beginning	1,221,284	1,257,996	36,712	103.0
Fund Balance - Ending	\$ 319,539	\$ (857,007)	\$ (1,176,546)	(268.2)

***Excess Revenues Over (Under) Expenditures**

WATER FUND
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For the Month Ended November 30, 2021-Unadjusted

	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%
Revenues				
Water Sales	\$ 600,500	\$ 21,359,891	\$ 20,759,391	3,557.0
Tap Fees	30,000	39,000	9,000	130.0
Resale Meters	500	-	(500)	-
Bulk Water Permits	500	525	25	105.0
Miscellaneous	-	-	-	-
Sale of Assets	-	-	-	-
Interest Income	20,000	658	(19,342)	3.3
Reimbursement Income	-	-	-	-
Capital Lease Proceeds	-	-	-	-
Total Revenues	<u>651,500</u>	<u>21,400,074</u>	<u>20,748,574</u>	<u>3,284.7</u>
Expenditures				
Personnel	430,534	297,271	(133,263)	69.0
Office Supplies	10,885	3,111	(7,774)	28.6
Operations Supplies	14,100	12,753	(1,347)	90.4
Repairs and Maintenance	38,950	22,615	(16,335)	58.1
Resale Supplies	5,650	9,348	3,698	165.5
Purchased Services	19,120	20,959	1,839	109.6
Utilities	36,000	33,221	(2,779)	92.3
Professional Services	11,000	2,910	(8,090)	26.5
Other Expenses	16,150	17,411	1,261	107.8
Capital Contingency	1	3,621	3,620	362,136.0
Debt Service-Principal	67,247	100,706	33,459	149.8
Debt Service-Interest	27,541	41,476	13,935	150.6
Total Expenditures	<u>677,178</u>	<u>565,403</u>	<u>(111,775)</u>	<u>83.5</u>
Excess Revenues Over (Under)				
Expenditures	(25,678)	20,834,671	20,860,349	81238%
Funds Available - Beginning	1,571,051	1,725,072	154,021	109.8
Funds Available - Ending	<u>\$ 1,545,373</u>	<u>\$ 22,559,743</u>	<u>\$ 21,014,370</u>	<u>1,459.8</u>

MARINA FUND
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For the Month Ended November 30, 2021-Unadjusted

	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%
Revenues				
Marina Rentals	\$ 325,000	\$ 306,399	\$ (18,601)	94.3
Tours	65,000	64,502	(498)	99.2
Rentals	8,200	945	(7,255)	11.5
Miscellaneous	3,000	8,080	5,080	269.3
Interest Income	4,000	971	(3,029)	24.3
Sale of Assets	20,000	-	(20,000)	-
Total Revenues	<u>425,200</u>	<u>380,897</u>	<u>(44,303)</u>	<u>89.6</u>
Expenditures				
Personnel	230,904	150,717	80,187	65.3
Office Supplies	1,375	290	1,085	21.1
Operations Supplies	15,500	8,302	7,198	
Fireworks	26,000	24,000	2,000	53.6
Repairs and Maintenance	16,800	15,440	1,360	91.9
Permits and Fees	26,275	974	25,301	3.7
Purchased Services	20,575	18,450	2,125	89.7
Utilities	2,800	2,763	37	98.7
Professional Services	2,300	2,270	30	98.7
Other Expenses	7,751	4,387	3,364	56.6
Capital Outlay	217,597	-	217,597	-
Total Expenditures	<u>567,877</u>	<u>227,592</u>	<u>340,285</u>	<u>40.1</u>
Excess Revenues Over (Under)				
Expenditures	(142,677)	153,305	295,982	<u>207%</u>
Funds Available - Beginning	801,395	850,856	49,461	106.2
Funds Available - Ending	<u>\$ 658,718</u>	<u>\$ 1,004,161</u>	<u>\$ 345,443</u>	<u>152.4</u>

PAY AS YOU THROW FUND
SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
For the Month Ended November 30, 2021- UNADJUSTED

	Original Budget	Actual Amounts	Variance with Budget - Positive (Negative)	%
Revenues				
Bag Sales	\$ 78,850	\$ 69,694	\$ (9,156)	88.4
Interest Income	\$ 200	152	(48)	75.8
Total Revenues	79,050	69,846	(9,204)	88.4
Expenditures				
Operations Supplies	6,000	-	6,000	-
Repairs and Maintenance	13,000	238	12,762	1.8
Purchased Services	36,950	24,712	12,238	66.9
Professional Services	390	390	-	
Other Expenses	583	-	583	-
Capital Outlay	15,000	-	15,000	-
Total Expenditures	71,923	25,340	46,583	35.2
Excess Revenues Over (Under)				
Expenditures	7,127	44,506	37,379	624.5
Funds Available - Beginning	91,183	125,256	34,073	137.4
Funds Available - Ending	\$ 98,310	\$ 169,762	\$ 71,452	172.7
GRAND TOTAL REVENUE OVER EXPENDITURES	\$ (1,647,157)	\$ 20,283,623	\$ 21,930,780	1331%

TOWN OF GRAND LAKE
COMBINED CASH INVESTMENT
NOVEMBER 30, 2021

COMBINED CASH ACCOUNTS

01-102000	USB CHECKING - PAYROLL	2,521.11
01-104000	2019 UBB MONEY MARKET	2,864,644.86
01-104500	2019 UBB CHKG - OPERATIONS	(479,612.04)
01-106000	RETURNED CHECK CLEARING ACCT	.00
01-106500	BANK MIDWEST	72,746.10
01-107500	UTILITY CASH CLEARING ACCT	(70,095.18)
		<hr/>
	TOTAL COMBINED CASH	2,390,204.85
01-100000	CASH ALLOCATED TO OTHER FUNDS	(2,390,204.85)
		<hr/>
	TOTAL UNALLOCATED CASH	<u>.00</u>

CASH ALLOCATION RECONCILIATION

10	ALLOCATION TO GENERAL FUND	3,197,505.13
20	ALLOCATION TO WATER FUND	60,286.50
40	ALLOCATION TO MARINA FUND	493,260.79
50	ALLOCATION TO PAY-AS-YOU-THROW FUND	162,012.77
90	ALLOCATION TO CAPITAL IMPROVEMENT FUND	(1,522,860.34)
		<hr/>
	TOTAL ALLOCATIONS TO OTHER FUNDS	2,390,204.85
	ALLOCATION FROM COMBINED CASH FUND - 01-100000	(2,390,204.85)
		<hr/>
	ZERO PROOF IF ALLOCATIONS BALANCE	<u>.00</u>

TOWN OF GRAND LAKE
BALANCE SHEET
NOVEMBER 30, 2021

GENERAL FUND

<u>ASSETS</u>		
10-100000	CASH IN COMBINED CASH FUND	3,197,505.13
10-103000	CSAFE	197,868.94
10-109100	COLOTRUST	942,728.04
10-116000	PETTY CASH	250.00
10-116500	GLC PETTY CASH	330.00
10-116501	AFTER SCHOOL PROG PETTY CASH	121.25
10-117000	ACCOUNTS RECEIVABLE	105,944.31
10-117100	PROPERTY TAXES RECEIVABLE	333,658.00
10-123000	DUE TO G.L. FROM CUSTOMERS	19,917.48
10-129000	UNLEADED GAS INVENTORY	164.73
10-130000	DIESEL INVENTORY	105.46
10-131000	DUE FROM WATER FUND	.00
10-131001	DUE FROM MARINA FUND	.00
10-131002	DUE FROM PAYT	.00
10-143100	GF PREPAID EXPENSES	1,190.11
10-143500	GLC PREPAID EXPENSES	3,527.38
10-149000	DEPOSITS PAID	998.00
		4,804,308.83
	TOTAL ASSETS	4,804,308.83
	<u>LIABILITIES AND EQUITY</u>	

TOWN OF GRAND LAKE
BALANCE SHEET
NOVEMBER 30, 2021

GENERAL FUND

<u>LIABILITIES</u>			
10-200000	ACCOUNTS PAYABLE GENERAL		9,523.01
10-205000	RETAINAGE PAYABLE		.00
10-217000	WAGES PAYABLE		1,081.11
10-217100	SOCIAL SECURITY WITHHOLDING		4,477.30
10-217200	FEDERAL W/H PAYABLE	(	2,916.12)
10-217300	STATE W/H PAYABLE		.00
10-217400	MEDICARE WITHHOLDING		10.22
10-217500	SUTA PAYABLE	(	71.42)
10-217600	WC PAYABLE	(	29,378.98)
10-218100	HEALTH/DENTAL/VISION		32,831.66
10-219100	FLEX MEDICAL		5,933.13
10-219200	MEDICAL BENEFIT PAYABLE	(	58,559.70)
10-220000	ICMA W/H PAYABLE		5,671.10
10-221000	ICMA EMP LOAN PAYABLE		2,126.16
10-221001	ICMA/ROTH IRA		33,938.81
10-221100	MISC DEDUCTIONS PAYABLE		.00
10-222000	DEFERRED REVENUE-PROPERTY TAX		333,658.00
10-223100	PREPAID FEES		700.00
10-223180	PREPAID NRL		3,600.00
10-225000	ESCROW MONIES GENERAL		1,500.00
10-226000	USE TAX DEFERRED REVENUE		280,086.87
10-228100	GLC CUSTOMER DEPOSITS		7,194.00
10-228200	GLC PREPAID RENTAL FEES		1,532.00
10-228300	GLC PREPAID MEMBERSHIPS		16,358.90
10-228400	EVENT DEPOSITS	(	4,025.00)
10-228500	LAND USE/MUNI PROP DEPOSITS		2,347.20
10-232000	DUE TO WATER FROM GF		.00
10-233000	DUE TO MARINA FROM GF		.00
			647,618.25
<u>FUND EQUITY</u>			
10-270000	PARKING FEE-IN-LIEU		81,000.00
10-275000	FUND BALANCE		2,290,571.47
10-281000	CEMETERY FUNDS		82,912.03
10-283000	CONSERVATION TRUST FUNDS		35,390.63
10-284000	ATTAINABLE HOUSING FUNDS		214,880.94
10-285000	FUND BAL RESVD - INV & PRE PDS		5,091.51
10-286000	EMERGENCY RESERVES		80,400.00
UNAPPROPRIATED FUND BALANCE:			
REVENUE OVER EXPENDITURES - YTD		1,366,444.00	
		1,366,444.00	
BALANCE - CURRENT DATE			1,366,444.00
TOTAL FUND EQUITY			4,156,690.58
TOTAL LIABILITIES AND EQUITY			4,804,308.83

TOWN OF GRAND LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>GENERAL TAXES</u>					
10-311-100	2,982.30	346,841.84	333,658.00	(13,183.84)	104.0
10-311-110	.00	3,957.41	15,000.00	11,042.59	26.4
10-311-120	.00	140.27	300.00	159.73	46.8
10-311-130	.00	44,017.44	40,000.00	(4,017.44)	110.0
10-311-140	380,420.79	2,401,159.82	1,741,825.00	(659,334.82)	137.9
10-311-150	.00	71,349.95	45,000.00	(26,349.95)	158.6
10-311-160	743.30	3,962.21	3,000.00	(962.21)	132.1
TOTAL GENERAL TAXES	384,146.39	2,871,428.94	2,178,783.00	(692,645.94)	131.8
<u>UTILITY FRANCHISE TAX</u>					
10-316-170	.00	5,897.89	21,000.00	15,102.11	28.1
10-316-171	6,741.19	21,200.62	5,500.00	(15,700.62)	385.5
10-316-172	.00	36,179.09	30,000.00	(6,179.09)	120.6
10-316-173	916.18	6,053.14	11,000.00	4,946.86	55.0
TOTAL UTILITY FRANCHISE TAX	7,657.37	69,330.74	67,500.00	(1,830.74)	102.7
<u>LICENSES & PERMITS</u>					
10-321-100	22.00	915.75	4,500.00	3,584.25	20.4
10-321-120	5.00	300.00	500.00	200.00	60.0
10-321-130	.00	341.88	2,000.00	1,658.12	17.1
10-321-140	.00	275.00	300.00	25.00	91.7
10-321-150	.00	110.00	200.00	90.00	55.0
10-321-160	.00	35.00	150.00	115.00	23.3
10-321-170	600.00	2,470.00	400.00	(2,070.00)	617.5
10-321-175	660.00	22,492.50	30,000.00	7,507.50	75.0
10-321-180	600.00	42,455.00	70,000.00	27,545.00	60.7
10-321-190	.00	.00	150.00	150.00	.0
TOTAL LICENSES & PERMITS	1,887.00	69,395.13	108,200.00	38,804.87	64.1
<u>GRANTS</u>					
10-334-210	.00	.00	.00	.00	.0
10-334-900	.00	63,591.49	.00	(63,591.49)	.0
TOTAL GRANTS	.00	63,591.49	.00	(63,591.49)	.0

TOWN OF GRAND LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>INTERGOVERNMENTAL</u>					
10-335-130 GRAND CNTY ROAD & BRIDGE	.00	1,971.00	6,492.00	4,521.00	30.4
10-335-200 HIGHWAY USER TAX FUND	15,521.84	32,411.74	30,000.00	(2,411.74)	108.0
10-335-800 CONSERVATION TRUST FUND	786.88	2,417.92	2,000.00	(417.92)	120.9
10-335-900 OTHER INTERGOVERNMENTAL	.00	.00	1,000.00	1,000.00	.0
TOTAL INTERGOVERNMENTAL	16,308.72	36,800.66	39,492.00	2,691.34	93.2
<u>CHARGES FOR SERVICES</u>					
10-341-100 COURT FEES	.00	.00	.00	.00	.0
10-341-200 CEMETERY	.00	11,145.00	3,200.00	(7,945.00)	348.3
10-341-201 HEADSTONE DEPOSIT	.00	800.00	1,000.00	200.00	80.0
10-341-300 ZONING & SUBDIVISION REVIEW	1,500.00	4,800.00	2,000.00	(2,800.00)	240.0
10-341-400 ATTAINABLE HOUSING FEE	.00	.00	2,000.00	2,000.00	.0
10-341-500 EV CHARGING STATION	121.14	1,440.24	300.00	(1,140.24)	480.1
10-341-600 FUEL DEPOT SURCHARGE	1,659.88	14,109.60	1,000.00	(13,109.60)	1411.0
10-341-625 SPEC EV/MATERIAL RECOVERY FEE	.00	.00	.00	.00	.0
10-341-700 COPIES/FAXES/SODA	.00	48.50	100.00	51.50	48.5
10-341-850 NIGHTLY RENTAL APPLICATION FEE	.00	1,920.00	1,200.00	(720.00)	160.0
TOTAL CHARGES FOR SERVICES	3,281.02	34,263.34	10,800.00	(23,463.34)	317.3
<u>SOURCE 344</u>					
10-344-260 REIMBURSEMENT INCOME	.00	.00	.00	.00	.0
TOTAL SOURCE 344	.00	.00	.00	.00	.0
<u>GRAND LAKE CENTER REVENUES</u>					
10-350-101 GL CENTER - RENTAL FEES	3,372.00	19,281.00	17,600.00	(1,681.00)	109.6
10-350-111 GL CENTER - (T) MERCH SALES	.00	.00	.00	.00	.0
10-350-115 GL CENTER - (N) MERCH SALES	.00	101.00	.00	(101.00)	.0
10-350-121 GL CENTER - MEMBERSHIPS	4,416.00	24,899.13	30,000.00	5,100.87	83.0
10-350-131 GL CENTER - REC FEES	568.00	6,728.00	12,000.00	5,272.00	56.1
10-350-201 GL CENTER - DONATIONS	.00	1,850.00	.00	(1,850.00)	.0
TOTAL GRAND LAKE CENTER REVENUES	8,356.00	52,859.13	59,600.00	6,740.87	88.7
<u>FINES AND FORFEITURES</u>					
10-351-100 ORDINANCE/TRAFFIC FINES	.00	.00	.00	.00	.0
TOTAL FINES AND FORFEITURES	.00	.00	.00	.00	.0

TOWN OF GRAND LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>FEES AND LEASES</u>						
10-353-180	RENT - VISITORS CENTER	.00	1,875.00	2,500.00	625.00	75.0
	TOTAL FEES AND LEASES	.00	1,875.00	2,500.00	625.00	75.0
<u>INVESTMENT INCOME</u>						
10-355-100	INTEREST REVENUE	493.42	3,623.48	18,000.00	14,376.52	20.1
	TOTAL INVESTMENT INCOME	493.42	3,623.48	18,000.00	14,376.52	20.1
<u>OTHER</u>						
10-360-110	SALE OF ASSETS	.00	.00	25,000.00	25,000.00	.0
10-360-130	MUNICIPAL FEE	.00	.00	50.00	50.00	.0
10-360-140	RENT - LAND, BUILDINGS	100.00	3,795.00	10,000.00	6,205.00	38.0
10-360-160	RENT - ENTERPRISE FUND SITES	.00	.00	2.00	2.00	.0
10-360-190	GIFTS - DONATIONS	.00	.00	.00	.00	.0
10-360-200	MISC. REVENUES - GENERAL	720.18	2,806.48	5,000.00	2,193.52	56.1
10-360-230	MEMORIAL BENCHES	.00	.00	.00	.00	.0
	TOTAL OTHER	820.18	6,601.48	40,052.00	33,450.52	16.5
<u>CAPITAL SPECIFIC</u>						
10-377-100	CAPITAL LEASE PROCEEDS	.00	.00	.00	.00	.0
10-377-120	CERTIFICATE OF PARTICIPATION	.00	1,570,000.00	1,565,000.00	(5,000.00)	100.3
10-377-140	GRANTS - CAPITAL	.00	63,579.13	440,000.00	376,420.87	14.5
10-377-150	CDOT OFF-SYSTEM BRIDGE PROGRAM	.00	.00	.00	.00	.0
10-377-160	SPACE TO CREATE REVENUE	.00	.00	.00	.00	.0
10-377-200	CAPITAL CONTRIBS (INTERFUND)	.00	.00	.00	.00	.0
	TOTAL CAPITAL SPECIFIC	.00	1,633,579.13	2,005,000.00	371,420.87	81.5
	TOTAL FUND REVENUE	422,950.10	4,843,348.52	4,529,927.00	(313,421.52)	106.9

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>CEMETERY COMMITTEE</u>					
10-410-211 GENERAL SUPPLIES/MISC EXPENSES	.00	(1,237.56)	4,500.00	5,737.56	(27.5)
10-410-215 GRAVE MARKERS	.00	325.00	3,050.00	2,725.00	10.7
10-410-242 GENERAL MAINTENANCE	.00	1,822.50	4,000.00	2,177.50	45.6
TOTAL CEMETERY COMMITTEE	.00	909.94	11,550.00	10,640.06	7.9
<u>PC/BOA</u>					
10-412-211 GENERAL OFFICE SUPPLIES	.00	73.93	1,000.00	926.07	7.4
10-412-311 POSTAGE/ADS/LEGAL NOTICES	52.76	147.08	1,000.00	852.92	14.7
10-412-314 PURCHASED SERVICES	2,723.25	10,382.50	2,000.00	(8,382.50)	519.1
10-412-319 MISC.-PLANNING COMMISSION/BOA	.00	600.00	300.00	(300.00)	200.0
10-412-320 COMPUTER HARDWARE	.00	1,719.97	7,000.00	5,280.03	24.6
10-412-351 PLANNING LEGAL SERVICES	.00	8,721.25	3,000.00	(5,721.25)	290.7
10-412-370 TRAINING/TRAVEL	.00	1,923.16	6,000.00	4,076.84	32.1
10-412-380 COMP PLAN UPDATE	5,938.85	5,938.85	.00	(5,938.85)	.0
TOTAL PC/BOA	8,714.86	29,506.74	20,300.00	(9,206.74)	145.4

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>BOARD OF TRUSTEES</u>					
10-413-142	.00	114.50	309.00	194.50	37.1
10-413-211	.00	1,548.22	2,400.00	851.78	64.5
10-413-215	.00	5,714.86	2,000.00	(3,714.86)	285.7
10-413-316	.00	7,347.00	7,700.00	353.00	95.4
10-413-370	.00	2,061.14	7,500.00	5,438.86	27.5
10-413-452	.00	.00	.00	.00	.0
10-413-460	.00	354.93	500.00	145.07	71.0
10-413-461	.00	4,386.01	3,000.00	(1,386.01)	146.2
10-413-462	729.84	3,098.82	1,000.00	(2,098.82)	309.9
10-413-463	.00	.00	.00	.00	.0
10-413-465	163.70	613.70	1,000.00	386.30	61.4
10-413-722	.00	.00	.00	.00	.0
10-413-723	.00	.00	.00	.00	.0
10-413-728	.00	50,000.00	50,000.00	.00	100.0
10-413-731	.00	.00	.00	.00	.0
10-413-782	.00	.00	.00	.00	.0
10-413-793	.00	.00	.00	.00	.0
10-413-796	.00	100.00	.00	(100.00)	.0
10-413-797	.00	.00	.00	.00	.0
10-413-843	.00	1,350.00	1,350.00	.00	100.0
10-413-845	.00	.00	.00	.00	.0
10-413-850	.00	.00	.00	.00	.0
10-413-852	.00	.00	.00	.00	.0
10-413-854	.00	.00	.00	.00	.0
10-413-855	.00	.00	.00	.00	.0
10-413-856	.00	.00	.00	.00	.0
10-413-859	.00	35,000.00	35,000.00	.00	100.0
10-413-860	.00	.00	.00	.00	.0
10-413-861	.00	.00	.00	.00	.0
10-413-870	(479,391.04)	(479,391.04)	250.00	479,641.04	(19175
TOTAL BOARD OF TRUSTEES	(478,497.50)	(367,701.86)	112,009.00	479,710.86	(328.3)
<u>GREENWAYS COMMITTEE</u>					
10-414-211	.00	409.37	2,000.00	1,590.63	20.5
10-414-238	.00	7,261.50	6,500.00	(761.50)	111.7
10-414-241	.00	214.00	250.00	36.00	85.6
10-414-319	.00	39,634.98	38,535.00	(1,099.98)	102.9
10-414-726	.00	16.10	150.00	133.90	10.7
10-414-870	.00	.00	150.00	150.00	.0
TOTAL GREENWAYS COMMITTEE	.00	47,535.95	47,585.00	49.05	99.9

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>ADMINISTRATION</u>					
10-415-100	26,549.89	246,713.82	310,121.00	63,407.18	79.6
10-415-103	70.67	1,740.00	.00	(1,740.00)	.0
10-415-105	5,500.00	5,500.00	4,800.00	(700.00)	114.6
10-415-110	395.20	6,648.61	23,476.00	16,827.39	28.3
10-415-130	.00	.00	1,750.00	1,750.00	.0
10-415-131	.00	.00	.00	.00	.0
10-415-132	20,501.31	42,687.98	27,072.00	(15,615.98)	157.7
10-415-133	.00	44,065.24	32,845.00	(11,220.24)	134.2
10-415-134	500.00	5,500.00	6,000.00	500.00	91.7
10-415-135	.00	.00	6,282.00	6,282.00	.0
10-415-136	933.45	10,384.27	6,588.00	(3,796.27)	157.6
10-415-141	30.75	1,500.29	1,015.00	(485.29)	147.8
10-415-142	.00	1,610.15	943.00	(667.15)	170.8
10-415-143	2,063.93	18,020.61	22,659.00	4,638.39	79.5
10-415-144	482.69	4,214.06	5,299.00	1,084.94	79.5
10-415-211	1,181.78	9,086.25	4,500.00	(4,586.25)	201.9
10-415-215	.00	17,346.70	16,622.00	(724.70)	104.4
10-415-220	3,321.46	5,421.44	7,000.00	1,578.56	77.5
10-415-226	248.00	1,632.00	2,100.00	468.00	77.7
10-415-231	116.98	1,115.35	1,000.00	(115.35)	111.5
10-415-232	.00	993.28	1,000.00	6.72	99.3
10-415-233	146.83	340.15	2,500.00	2,159.85	13.6
10-415-237	.00	1,749.65	15,500.00	13,750.35	11.3
10-415-238	.00	.00	250.00	250.00	.0
10-415-252	.00	.00	.00	.00	.0
10-415-311	.00	3,158.60	2,000.00	(1,158.60)	157.9
10-415-312	1,077.00	21,986.69	62,000.00	40,013.31	35.5
10-415-314	.00	6,255.00	750.00	(5,505.00)	834.0
10-415-316	.00	606.44	1,650.00	1,043.56	36.8
10-415-318	.00	.00	.00	.00	.0
10-415-319	481.35	2,060.40	150.00	(1,910.40)	1373.6
10-415-330	115.57	1,241.14	675.00	(566.14)	183.9
10-415-341	.00	3,122.74	3,500.00	377.26	89.2
10-415-342	.00	865.80	1,000.00	134.20	86.6
10-415-343	.00	661.50	1,200.00	538.50	55.1
10-415-344	932.50	11,100.46	5,000.00	(6,100.46)	222.0
10-415-345	1,335.41	3,703.73	2,500.00	(1,203.73)	148.2
10-415-346	60.00	4,568.00	800.00	(3,768.00)	571.0
10-415-347	94.48	981.81	1,300.00	318.19	75.5
10-415-351	.00	53,760.75	30,000.00	(23,760.75)	179.2
10-415-352	.00	7,800.00	10,300.00	2,500.00	75.7
10-415-353	.00	.00	500.00	500.00	.0
10-415-355	115.00	16,591.80	11,700.00	(4,891.80)	141.8
10-415-370	.00	3,872.97	10,750.00	6,877.03	36.0
10-415-371	350.07	6,010.95	14,000.00	7,989.05	42.9
10-415-385	.00	.00	40,000.00	40,000.00	.0
10-415-386	.00	.00	10,000.00	10,000.00	.0
10-415-387	.00	.00	.00	.00	.0
10-415-393	.00	.00	250.00	250.00	.0
10-415-394	.00	.00	1,000.00	1,000.00	.0
10-415-513	.00	23,925.52	25,000.00	1,074.48	95.7
10-415-514	.00	638.75	400.00	(238.75)	159.7

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
10-415-540 GRANTS TO NEIGHBORHOODS	.00	.00	.00	.00	.0
10-415-560 TREASURER'S FEES	.00	4,433.54	6,980.00	2,546.46	63.5
10-415-721 CHAMBER SERVICE AGREEMENT	.00	40,232.00	32,732.00	(7,500.00)	122.9
10-415-722 BLC FEE REMITTANCE	.00	38,000.00	38,000.00	.00	100.0
10-415-723 VISITOR CENTER REPAIRS & MAINT	.00	14,352.63	15,102.00	749.37	95.0
10-415-724 NRL VC OP	.00	30,000.00	30,000.00	.00	100.0
10-415-800 ATTAINABLE HOUSING EXPENSES	.00	10,766.22	.00	(10,766.22)	.0
10-415-870 CONTINGENCY - GENERAL ADMIN	.00	1,806.39	5,000.00	3,193.61	36.1
10-415-875 MARKETING CONTINGENCY	.00	.00	150.00	150.00	.0
10-415-880 CHAMBER PUBLIC RELATIONS	.00	10,000.00	10,000.00	.00	100.0
10-415-885 TOWN EVENTS	.00	2,500.00	10,000.00	7,500.00	25.0
TOTAL ADMINISTRATION	66,604.32	751,273.68	883,711.00	132,437.32	85.0

ECONOMIC DEVELOPMENT GRANTS

10-416-100 TRAIL GROOMERS	25,000.00	25,000.00	25,000.00	.00	100.0
10-416-150 HEART AND SOUL	.00	.00	.00	.00	.0
10-416-200 SPACE TO CREATE	.00	.00	.00	.00	.0
10-416-250 HEADWATERS TRAIL ASSOC- HTA	.00	5,000.00	5,000.00	.00	100.0
10-416-260 GRAND ART COUNCIL	.00	2,200.00	2,200.00	.00	100.0
10-416-270 ROCKY MTN REP	.00	.00	.00	.00	.0
TOTAL ECONOMIC DEVELOPMENT GRANTS	25,000.00	32,200.00	32,200.00	.00	100.0

PUBLIC SAFETY

10-421-100 GROSS WAGES - PUBLIC SAFETY	2,709.76	8,686.08	.00	(8,686.08)	.0
10-421-105 BONUS	1,000.00	1,000.00	.00	(1,000.00)	.0
10-421-110 GROSS WAGES-PUBLIC SAFETY PT	.00	.00	.00	.00	.0
10-421-130 GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
10-421-131 LONGEVITY BENEFIT	.00	.00	.00	.00	.0
10-421-132 ICMA TOWN PAID BENEFIT	.00	.00	.00	.00	.0
10-421-133 HEALTH/DENTAL-EMPLOYEE	.00	.00	.00	.00	.0
10-421-135 DEP HEALTH/DENTAL	.00	.00	.00	.00	.0
10-421-136 MEDICAL BENEFIT	.00	.00	.00	.00	.0
10-421-141 UNEMPLOYMENT INSURANCE	.00	.00	.00	.00	.0
10-421-142 WORKERS' COMPENSATION	.00	.00	.00	.00	.0
10-421-143 SOCIAL SECURITY MATCH	215.25	556.28	.00	(556.28)	.0
10-421-144 MEDICARE MATCH	50.34	130.09	.00	(130.09)	.0
10-421-314 DISPATCH OPERATIONS	.00	20,857.70	20,858.00	.30	100.0
10-421-339 SHERIFF'S CONTRACT	.00	202,191.49	145,000.00	(57,191.49)	139.4
10-421-340 SPECIAL EVENT SECURITY	.00	.00	.00	.00	.0
TOTAL PUBLIC SAFETY	3,975.35	233,421.64	165,858.00	(67,563.64)	140.7

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PUBLIC WORKS</u>					
10-431-100 GROSS WAGES - PUBLIC WORKS	26,740.26	224,932.44	233,034.00	8,101.56	96.5
10-431-103 OT/COMP TIME BUYOUT	593.28	14,655.35	15,000.00	344.65	97.7
10-431-105 BONUS	5,500.00	8,250.00	2,400.00	(5,850.00)	343.8
10-431-111 ON CALL PAY	1,300.00	16,526.98	22,575.00	6,048.02	73.2
10-431-130 GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
10-431-131 LONGEVITY	.00	.00	.00	.00	.0
10-431-132 ICMA DEFERRED COMPENSATION	1,994.99	23,974.02	21,841.00	(2,133.02)	109.8
10-431-133 HEALTH/DENTAL-EMPLOYEE	(1.94)	43,050.90	68,544.00	25,493.10	62.8
10-431-135 DEP HEALTH/DENTAL	.00	.00	6,240.00	6,240.00	.0
10-431-136 MEDICAL BENEFIT ALLOWANCE	379.49	2,764.80	4,800.00	2,035.20	57.6
10-431-141 UNEMPLOYMENT INSURANCE	25.91	1,000.66	819.00	(181.66)	122.2
10-431-142 WORKERS' COMPENSATION	.00	7,958.90	16,900.00	8,941.10	47.1
10-431-143 SOCIAL SECURITY MATCH	2,207.64	16,770.75	16,927.00	156.25	99.1
10-431-144 MEDICARE MATCH	516.32	3,917.99	3,959.00	41.01	99.0
10-431-222 GENERAL SUPPLIES	.00	4,523.96	5,000.00	476.04	90.5
10-431-224 SAFETY SUPPLIES	.00	2,974.50	7,000.00	4,025.50	42.5
10-431-226 VEHICLE SUPPLIES	.00	93.97	3,000.00	2,906.03	3.1
10-431-227 SMALL TOOLS	.00	383.69	6,000.00	5,616.31	6.4
10-431-231 GAS/FUEL/LIQUIDS	833.58	20,081.31	22,000.00	1,918.69	91.3
10-431-232 VEHICLE MAINTENANCE	.00	2,007.92	8,500.00	6,492.08	23.6
10-431-233 EQUIPMENT MAINTENANCE	2,146.36	9,516.36	25,000.00	15,483.64	38.1
10-431-235 TIRES/CHAINS	2,412.34	2,412.34	12,000.00	9,587.66	20.1
10-431-236 MISC. BRIDGE WORK	.00	144.50	5,000.00	4,855.50	2.9
10-431-237 BUILDING MAINTENANCE	3,800.00	3,815.16	5,000.00	1,184.84	76.3
10-431-238 STREET LIGHT MAINTENANCE	.00	.00	3,000.00	3,000.00	.0
10-431-239 MISCELLANEOUS MAINTENANCE	.00	365.70	1,000.00	634.30	36.6
10-431-242 ROAD MAINTENANCE	.00	70,258.63	100,000.00	29,741.37	70.3
10-431-245 BOARDWALK MAINTENANCE	.00	2,056.50	.00	(2,056.50)	.0
10-431-253 TREE REMOVAL	.00	.00	500.00	500.00	.0
10-431-255 STORMWATER FILTER MAINTENANCE	.00	.00	1,500.00	1,500.00	.0
10-431-312 COMPUTER SERVICES	.00	954.47	4,000.00	3,045.53	23.9
10-431-314 ADS/BID NOTICES	.00	980.00	2,000.00	1,020.00	49.0
10-431-317 UNIFORM ALLOWANCE	300.00	2,800.00	2,400.00	(400.00)	116.7
10-431-318 TRASH/RECYCLE SERVICES	1,802.88	15,842.50	9,000.00	(6,842.50)	176.0
10-431-319 MISC. PURCHASED SERVICES	255.00	4,061.99	2,500.00	(1,561.99)	162.5
10-431-341 ELECTRIC UTILITY	.00	10,850.18	8,000.00	(2,850.18)	135.6
10-431-343 WATER UTILITY	.00	441.00	1,000.00	559.00	44.1
10-431-344 TELEPHONE/INTERNET UTILITY	361.51	4,035.91	6,000.00	1,964.09	67.3
10-431-345 NATURAL GAS UTILITY	.00	2,838.96	4,500.00	1,661.04	63.1
10-431-349 STREET LIGHT ELECTRIC UTILITY	.00	7,667.88	24,000.00	16,332.12	32.0
10-431-354 ENGINEERING/SURVEYING SERVICES	.00	.00	2,000.00	2,000.00	.0
10-431-370 TRAINING/TRAVEL	98.56	103.56	5,000.00	4,896.44	2.1
10-431-399 EQUIP RENTAL	.00	1,000.00	17,000.00	16,000.00	5.9
10-431-870 CONTINGENCY- PUBLIC WORKS	.00	4,323.42	500.00	(3,823.42)	864.7
TOTAL PUBLIC WORKS	51,266.18	538,337.20	705,439.00	167,101.80	76.3

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>GRAND LAKE CENTER EXPENDITURES</u>					
10-450-100 GROSS WAGES - GL CENTER	7,814.92	92,501.53	99,376.00	6,874.47	93.1
10-450-103 OT/COMP TIME BUYOUT	.00	201.06	.00	(201.06)	.0
10-450-105 BONUS	2,000.00	2,000.00	1,350.00	(650.00)	148.2
10-450-110 GROSS WAGES-GLC PT/SEASONAL	.00	572.80	.00	(572.80)	.0
10-450-130 GLC MEMBERSHIP BENEFIT	.00	.00	700.00	700.00	.0
10-450-131 LONGEVITY BENEFIT	.00	.00	.00	.00	.0
10-450-132 ICMA TOWN PAID BENEFIT	547.96	8,012.95	8,058.00	45.05	99.4
10-450-133 HEALTH/DENTAL-EMPLOYEE	.00	16,050.04	35,404.00	19,353.96	45.3
10-450-135 DEP. HEALTH/DENTAL	.00	.00	1,765.00	1,765.00	.0
10-450-136 MEDICAL BENEFIT ALLOWANCE	492.34	2,458.33	2,916.00	457.67	84.3
10-450-141 UNEMPLOYMENT INSURANCE	.00	423.51	298.00	(125.51)	142.1
10-450-142 WORKERS' COMPENSATION	.00	620.00	1,800.00	1,180.00	34.4
10-450-143 SOCIAL SECURITY MATCH	632.46	6,206.71	6,745.00	538.29	92.0
10-450-144 MEDICARE MATCH	147.91	1,443.36	1,577.00	133.64	91.5
10-450-211 GEN OFFICE SUPPLIES	145.70	1,148.08	1,500.00	351.92	76.5
10-450-220 GENERAL OPERATING SUPPLIES	.00	1,648.82	.00	(1,648.82)	.0
10-450-226 OFFICE EQUIP LEASE	.00	905.52	3,000.00	2,094.48	30.2
10-450-233 OFFICE EQUIP MAINT	.00	238.37	600.00	361.63	39.7
10-450-234 SIGNAGE	.00	3.04	.00	(3.04)	.0
10-450-235 FITNESS EQUIP MAINT	.00	.00	1,500.00	1,500.00	.0
10-450-236 MINOR/MISC EQUIPMENT	.00	1,306.41	4,500.00	3,193.59	29.0
10-450-237 BUILDING MAINTENANCE	.00	832.03	21,000.00	20,167.97	4.0
10-450-238 MINOR/MISC FURNISHINGS	.00	1,782.48	4,000.00	2,217.52	44.6
10-450-239 MINOR INFRASTRUCTURE MAINT	.00	.00	10,000.00	10,000.00	.0
10-450-250 BACKFLOW MAINTENANCE	.00	.00	400.00	400.00	.0
10-450-252 RESALE SUPPLIES	.00	.00	1,000.00	1,000.00	.0
10-450-312 COMPUTER SERVICES	103.50	3,151.47	2,820.00	(331.47)	111.8
10-450-317 UNIFORM ALLOWANCE	.00	.00	150.00	150.00	.0
10-450-318 TRASH/RECYCLE SERVICES	.00	.00	480.00	480.00	.0
10-450-320 MARKETING	(120.00)	3,499.63	10,000.00	6,500.37	35.0
10-450-341 ELECTRIC UTILITY	.00	10,800.08	14,000.00	3,199.92	77.1
10-450-342 SEWER UTILITY	.00	3,907.20	4,500.00	592.80	86.8
10-450-343 WATER UTILITY	.00	882.00	2,500.00	1,618.00	35.3
10-450-344 TELEPHONE/INTERNET/TV UTILITY	497.25	6,819.92	4,000.00	(2,819.92)	170.5
10-450-345 NATURAL GAS UTILITY	.00	5,441.55	7,500.00	2,058.45	72.6
10-450-350 MAINTENANCE AGREEMENT	.00	705.48	4,200.00	3,494.52	16.8
10-450-351 LEGAL SERVICES	.00	.00	1,000.00	1,000.00	.0
10-450-352 AUDIT	.00	910.00	910.00	.00	100.0
10-450-355 PURCHASED PROFESSIONAL SERV.	294.51	1,342.04	2,000.00	657.96	67.1
10-450-360 SALES TAX	.00	.00	92.00	92.00	.0
10-450-370 TRAINING/TRAVEL	.00	120.00	300.00	180.00	40.0
10-450-513 PROPERTY/CASUALTY INSURANCE	.00	7,143.08	8,000.00	856.92	89.3
10-450-755 EXERCISE EQUIPMENT	.00	22,107.92	2,000.00	(20,107.92)	1105.4
10-450-870 CONTINGENCY - GL CENTER	.00	188.75	1,000.00	811.25	18.9
TOTAL GRAND LAKE CENTER EXPENDITUR	12,556.55	205,374.16	272,941.00	67,566.84	75.2

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PARKS</u>					
10-452-100 GROSS WAGES - PARKS	.00	24,388.78	40,509.00	16,120.22	60.2
10-452-103 OT/COMP TIME BUYOUT	.00	.00	.00	.00	.0
10-452-105 BONUS	.00	.00	.00	.00	.0
10-452-130 GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
10-452-131 LONGEVITY	.00	.00	.00	.00	.0
10-452-132 ICMA DEFERRED COMPENSATION	.00	1,252.57	3,241.00	1,988.43	38.7
10-452-133 HEALTH/DENTAL-EMPLOYEE	.00	1,364.27	7,454.00	6,089.73	18.3
10-452-135 DEP. HEALTH/DENTAL	.00	.00	4,188.00	4,188.00	.0
10-452-136 MEDICAL BENEFIT ALLOWANCE	.00	298.13	900.00	601.87	33.1
10-452-141 UNEMPLOYMENT INSURANCE	.00	.00	122.00	122.00	.0
10-452-142 WORKERS' COMPENSATION	.00	1,866.90	2,400.00	533.10	77.8
10-452-143 SOCIAL SECURITY MATCH	.00	1,715.16	2,712.00	996.84	63.2
10-452-144 MEDICARE MATCH	.00	413.62	634.00	220.38	65.2
10-452-220 OPERATING SUPPLIES	3,963.05	27,052.81	15,000.00	(12,052.81)	180.4
10-452-226 SMALL EQUIPMENT	.00	9,000.00	3,000.00	(6,000.00)	300.0
10-452-227 SMALL TOOLS	.00	719.98	1,000.00	280.02	72.0
10-452-232 BEAR-RESISTANT CANS MAINT	.00	16.75	3,000.00	2,983.25	.6
10-452-233 EQUIPMENT MAINTENANCE	.00	.00	2,500.00	2,500.00	.0
10-452-234 INFORMATION SIGNS	.00	674.72	2,000.00	1,325.28	33.7
10-452-235 GREENBELT MAINTENANCE	.00	2,015.02	7,500.00	5,484.98	26.9
10-452-236 SAND & DREDGE	.00	.00	1,000.00	1,000.00	.0
10-452-237 BUILDING MAINTENANCE	.00	661.82	3,000.00	2,338.18	22.1
10-452-238 DOCK MAINTENANCE	.00	.00	5,000.00	5,000.00	.0
10-452-239 MISCELLANEOUS MAINTENANCE	.00	1,402.74	8,000.00	6,597.26	17.5
10-452-243 BENCHES/PLANTERS/FENCES	.00	.00	2,000.00	2,000.00	.0
10-452-244 THOMASSON PARK MAINTENANCE	.00	.00	2,000.00	2,000.00	.0
10-452-248 IRRIGATION SYSTEM MAINTENANCE	.00	222.03	3,000.00	2,777.97	7.4
10-452-250 BACKFLOW MAINTENANCE	.00	1,698.18	3,000.00	1,301.82	56.6
10-452-317 UNIFORM ALLOWANCE	.00	.00	600.00	600.00	.0
10-452-319 MISCELLANEOUS SERVICES	.00	857.76	2,000.00	1,142.24	42.9
10-452-341 ELECTRIC UTILITY	.00	5,182.97	6,500.00	1,317.03	79.7
10-452-342 SEWER UTILITY	.00	510.60	1,000.00	489.40	51.1
10-452-343 WATER UTILITY	.00	8,473.35	13,000.00	4,526.65	65.2
10-452-345 NATURAL GAS UTILITY	.00	2,830.43	4,000.00	1,169.57	70.8
10-452-399 EQUIPMENT RENTAL	.00	13,851.44	3,500.00	(10,351.44)	395.8
10-452-400 GRAND AVENUE GARDENS	.00	.00	.00	.00	.0
10-452-450 PARK IMPROVEMENTS	.00	1,771.75	6,000.00	4,228.25	29.5
10-452-870 CONTINGENCY - PARKS	.00	.00	250.00	250.00	.0
10-452-961 MEMORIAL BENCHES	.00	.00	500.00	500.00	.0
TOTAL PARKS	3,963.05	108,241.78	160,510.00	52,268.22	67.4
<u>DEPARTMENT 460</u>					
10-460-750 FIREWORKS	.00	(300.00)	.00	300.00	.0
TOTAL DEPARTMENT 460	.00	(300.00)	.00	300.00	.0

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>ADMIN DEBT SERVICE</u>						
10-815-982	LAND ACQUISITION - PRINCIPAL	.00	.00	80,000.00	80,000.00	.0
10-815-983	LAND ACQUISITION-INTEREST	.00	10,191.92	10,000.00	(191.92)	101.9
	TOTAL ADMIN DEBT SERVICE	.00	10,191.92	90,000.00	79,808.08	11.3
<u>PUBLIC WORKS DEBT SERVICE</u>						
10-831-500	CAPITAL EQUIP LEASE PRINCIPAL	6,222.54	67,316.52	68,645.00	1,328.48	98.1
10-831-510	CAPITAL EQUIP LEASE INTEREST	724.44	9,445.14	4,058.00	(5,387.14)	232.8
	TOTAL PUBLIC WORKS DEBT SERVICE	6,946.98	76,761.66	72,703.00	(4,058.66)	105.6
<u>ADMIN CAPITAL</u>						
10-915-922	ADMIN CAPITAL EXPENDITURES	.00	.00	.00	.00	.0
10-915-923	TOWN HALL CAPITAL OUTLAY	.00	.00	25,000.00	25,000.00	.0
10-915-950	SPACE TO CREATE EXPENDITURES	244,061.15	250,000.00	440,000.00	190,000.00	56.8
10-915-986	REPLACEMENT VEHICLE	.00	.00	.00	.00	.0
	TOTAL ADMIN CAPITAL	244,061.15	250,000.00	465,000.00	215,000.00	53.8
<u>PUBLIC WORKS CAPITAL</u>						
10-931-910	CAPITAL EQUIPMENT PURCHASE	.00	125,830.15	131,627.00	5,796.85	95.6
10-931-911	CAPITALIZED EQUIPMENT REPAIR	.00	.00	.00	.00	.0
10-931-921	PAVING	.00	199,792.00	200,000.00	208.00	99.9
10-931-922	DRAINAGE	.00	9,670.00	100,000.00	90,330.00	9.7
10-931-923	TOWN SHOP CAPITAL OUTLAY	.00	.00	.00	.00	.0
10-931-972	W PORTAL BRIDGE REHAB	.00	.00	.00	.00	.0
10-931-973	PUBLIC WAY FINDING SIGNS	.00	.00	.00	.00	.0
10-931-974	STREETSCAPE PROJECT FUNDING	.00	(277,112.85)	125,000.00	402,112.85	(221.7)
	TOTAL PUBLIC WORKS CAPITAL	.00	58,179.30	556,627.00	498,447.70	10.5
<u>GRAND LAKE CENTER CAPITAL</u>						
10-950-710	OTHER CAPITAL ASSETS - NO DEPR	.00	.00	.00	.00	.0
	TOTAL GRAND LAKE CENTER CAPITAL	.00	.00	.00	.00	.0

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

		GENERAL FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PARKS CAPITAL</u>						
10-952-500	DOCK IMPROVEMENTS	.00	11,250.00	.00	(11,250.00)	.0
10-952-970	LAND PURCHASE	.00	1,486,483.77	1,417,678.00	(68,805.77)	104.9
10-952-971	PARK IMPROVEMENTS	4,888.64	5,238.64	100,000.00	94,761.36	5.2
10-952-972	BOARDWALKS	.00	.00	.00	.00	.0
10-952-995	LAKEFRONT IMPROVEMENTS	.00	.00	.00	.00	.0
TOTAL PARKS CAPITAL		4,888.64	1,502,972.41	1,517,678.00	14,705.59	99.0
TOTAL FUND EXPENDITURES		(50,520.42)	3,476,904.52	5,114,111.00	1,637,206.48	68.0
NET REVENUE OVER EXPENDITURES		473,470.52	1,366,444.00	(584,184.00)	(1,950,628.00)	233.9

TOWN OF GRAND LAKE
BALANCE SHEET
NOVEMBER 30, 2021

WATER FUND

ASSETS

20-100000	CASH IN COMBINED CASH FUND	60,286.50	
20-101000	US BANK	45,670.71	
20-102000	CSAFE	66,100.96	
20-109100	COLOTRUST	1,524,927.25	
20-117000	ACCTS RECEIVABLE/WATER SALES	20,904,443.47	
20-117099	ACCTS RECEIVABLE-OTHER	139.78	
20-118000	ASSET - LAND	2,270.00	
20-119000	ASSET - DISTRIBUTION SYSTEM	2,831,627.28	
20-122000	ASSET-TREATMENT FACILITY	145,465.94	
20-124000	ASSET - WELLS	109,870.82	
20-125000	ASSET-TANK RESERVOIR	1,466,565.72	
20-126000	ASSET-EQUIPMENT	388,004.73	
20-127000	ASSET-METERS/INSTL IN PROGRESS	7,146.80	
20-128000	ASSET-CONSTRUCTION IN PROGRESS	.00	
20-129000	ACCUM. DEPRECIATION/ALL PRPRTY	(2,715,034.06)	
20-133000	ASSET/BLDG-TOWN HALL	26,934.62	
20-135000	DUE FROM GENERAL FUND	.00	
20-136000	DUE FROM MARINA FUND	.00	
20-143100	PREPAID EXPENSES	.00	
	TOTAL ASSETS		24,864,420.52

LIABILITIES AND EQUITY

LIABILITIES

20-200000	ACCOUNTS PAYABLE GENERAL	(2,021.89)	
20-201001	DWRF PAYABLE-PRINCIPAL	1,393,791.12	
20-217000	WAGES PAYABLE	.00	
20-217100	SOCIAL SECURITY PAYABLE	(.02)	
20-217200	FEDERAL W/H PAYABLE	.00	
20-217300	STATE TAX W/H PAYABLE	.00	
20-217400	MEDICARE WITHHOLDING	134.29	
20-217500	SUTA PAYABLE	(26.50)	
20-217600	WC PAYABLE	.00	
20-218100	HEALTH/DENTAL/VISION	.00	
20-219100	FLEX MEDICAL	.00	
20-219200	MEDICAL BENEFIT PAYABLE	.00	
20-220000	ICMA W/H PAYABLE	(564.67)	
20-221000	ICMA LOAN PAYABLE	.00	
20-221001	ICMA/ROTH IRA	9,502.51	
20-222000	DEFERRED REVENUE-PREPAID FEES	8,123.56	
20-223000	ACCRUED VACATION PAYABLE	38,679.55	
20-231000	DUE TO G.F. FROM WATER FUND	.00	
	TOTAL LIABILITIES		1,447,617.95

FUND EQUITY

20-275000	UNAPPROP. RETAINED EARNINGS	(1,157,936.46)	
20-281000	CIP RESERVE	1,526,004.00	
20-287000	CONTRIBUTED CAPITAL EQUITY	2,215,142.08	

TOWN OF GRAND LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>WATER REVENUES</u>					
20-344-100 WATER SALES	.00	21,359,891.17	600,000.00	(20,759,891.17)	3560.0
20-344-105 HP NET METER REVENUE	.00	.00	500.00	500.00	.0
20-344-110 TAP FEES - CAPITAL	.00	39,000.00	30,000.00	(9,000.00)	130.0
20-344-120 RESALE METERS	.00	.00	500.00	500.00	.0
20-344-140 INTEREST REVENUE	1.04	657.58	20,000.00	19,342.42	3.3
20-344-150 SALE/TRADE-IN OF ASSETS	.00	.00	.00	.00	.0
20-344-160 MISC. REVENUES	.00	.00	.00	.00	.0
20-344-190 BULK WATER PERMITS	.00	525.00	500.00	(25.00)	105.0
20-344-200 CAPITAL LEASE PROCEEDS	.00	.00	.00	.00	.0
20-344-260 REIMBURSEMENT INCOME	.00	.00	.00	.00	.0
TOTAL WATER REVENUES	1.04	21,400,073.75	651,500.00	(20,748,573.75)	3284.7
TOTAL FUND REVENUE	1.04	21,400,073.75	651,500.00	(20,748,573.75)	3284.7

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>WATER OPERATIONS</u>					
20-430-100	7,677.04	195,140.21	196,426.00	1,285.79	99.4
20-430-103	.00	4,060.00	15,000.00	10,940.00	27.1
20-430-105	2,000.00	10,000.00	1,800.00	(8,200.00)	555.6
20-430-110	.00	3,724.95	81,524.00	77,799.05	4.6
20-430-111	1,400.00	15,050.00	20,500.00	5,450.00	73.4
20-430-119	.00	.00	.00	.00	.0
20-430-130	.00	.00	.00	.00	.0
20-430-131	.00	.00	.00	.00	.0
20-430-132	704.00	21,694.57	24,020.00	2,325.43	90.3
20-430-133	.00	18,024.46	39,424.00	21,399.54	45.7
20-430-135	.00	.00	8,000.00	8,000.00	.0
20-430-136	.00	2,549.49	4,956.00	2,406.51	51.4
20-430-141	.00	736.27	901.00	164.73	81.7
20-430-142	.00	6,402.15	13,176.00	6,773.85	48.6
20-430-143	939.48	16,010.27	20,105.00	4,094.73	79.6
20-430-144	219.72	3,878.26	4,702.00	823.74	82.5
20-430-210	21.29	976.96	1,285.00	308.04	76.0
20-430-211	.00	.00	600.00	600.00	.0
20-430-215	.00	346.05	6,500.00	6,153.95	5.3
20-430-220	1,788.48	1,788.48	2,500.00	711.52	71.5
20-430-221	120.00	11,825.91	10,000.00	(1,825.91)	118.3
20-430-222	.00	756.80	1,500.00	743.20	50.5
20-430-223	.00	37.72	600.00	562.28	6.3
20-430-225	.00	.00	300.00	300.00	.0
20-430-227	3.89	46.33	600.00	553.67	7.7
20-430-228	.00	73.35	1,000.00	926.65	7.3
20-430-229	.00	12.99	100.00	87.01	13.0
20-430-231	250.03	2,774.73	2,500.00	(274.73)	111.0
20-430-232	.00	11.49	600.00	588.51	1.9
20-430-233	.00	.00	600.00	600.00	.0
20-430-234	7.78	2,946.02	3,000.00	53.98	98.2
20-430-235	.00	1,091.06	600.00	(491.06)	181.8
20-430-237	.00	4.58	1,000.00	995.42	.5
20-430-238	398.38	14,005.31	25,000.00	10,994.69	56.0
20-430-239	.00	.00	150.00	150.00	.0
20-430-240	.00	.00	3,000.00	3,000.00	.0
20-430-241	.00	1,781.86	2,500.00	718.14	71.3
20-430-251	.00	.00	150.00	150.00	.0
20-430-252	.00	9,348.00	.00	(9,348.00)	.0
20-430-253	.00	.00	5,500.00	5,500.00	.0
20-430-310	.00	.00	.00	.00	.0
20-430-311	.00	1,200.00	1,200.00	.00	100.0
20-430-314	.00	.00	200.00	200.00	.0
20-430-316	.00	619.00	600.00	(19.00)	103.2
20-430-317	100.00	1,100.00	1,800.00	700.00	61.1
20-430-318	.00	1,189.60	3,000.00	1,810.40	39.7
20-430-319	.00	.00	100.00	100.00	.0
20-430-320	85.00	2,828.00	2,000.00	(828.00)	141.4
20-430-321	632.00	13,388.17	9,920.00	(3,468.17)	135.0
20-430-330	48.68	634.36	300.00	(334.36)	211.5
20-430-341	.00	27,534.69	30,000.00	2,465.31	91.8
20-430-344	155.26	2,276.82	2,000.00	(276.82)	113.8

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
20-430-345 NATURAL GAS UTILITY	.00	3,409.40	4,000.00	590.60	85.2
20-430-347 INTERNET SERVICE	.00	.00	.00	.00	.0
20-430-351 LEGAL SERVICES	.00	.00	600.00	600.00	.0
20-430-352 AUDIT	.00	2,600.00	5,100.00	2,500.00	51.0
20-430-354 SYSTEM ANALYSIS/ENG & SURVEY	.00	.00	5,000.00	5,000.00	.0
20-430-355 STATE FEES	.00	310.00	300.00	(10.00)	103.3
20-430-370 TRAINING/TRAVEL	.00	5,267.75	2,000.00	(3,267.75)	263.4
20-430-513 PROPERTY/CASUALTY INSURANCE	.00	11,954.54	13,000.00	1,045.46	92.0
20-430-514 POSITION BONDS	.00	188.75	150.00	(38.75)	125.8
20-430-700 DEPRECIATION RESERVE	.00	.00	.00	.00	.0
20-430-870 CONTINGENCY-OPERATIONS	.00	.00	1,000.00	1,000.00	.0
TOTAL WATER OPERATIONS	16,551.03	419,599.35	582,389.00	162,789.65	72.1
WATER DEBT SERVICE					
20-830-640 DWRF LOAN - PRINCIPAL	67,581.36	100,706.23	67,247.00	(33,459.23)	149.8
20-830-645 DWRF LOAN - INTEREST	27,206.70	41,475.86	27,541.00	(13,934.86)	150.6
TOTAL WATER DEBT SERVICE	94,788.06	142,182.09	94,788.00	(47,394.09)	150.0
WATER CAPITAL					
20-930-994 SYSTEM UPGRADES	.00	.00	.00	.00	.0
20-930-995 CAPITAL CONTINGENCY	.00	3,621.36	1.00	(3,620.36)	36213
20-930-997 CAPITAL DIRECT PURCHASE	.00	.00	.00	.00	.0
20-930-999 CONTRA CAPITAL OUTLAY	.00	.00	.00	.00	.0
TOTAL WATER CAPITAL	.00	3,621.36	1.00	(3,620.36)	36213
DEPARTMENT 931					
20-931-999 CONTRA DEBT SERVICE	.00	.00	.00	.00	.0
TOTAL DEPARTMENT 931	.00	.00	.00	.00	.0
TOTAL FUND EXPENDITURES	111,339.09	565,402.80	677,178.00	111,775.20	83.5
NET REVENUE OVER EXPENDITURES	(111,338.05)	20,834,670.95	(25,678.00)	(20,860,348.95)	81138.

TOWN OF GRAND LAKE
BALANCE SHEET
NOVEMBER 30, 2021

MARINA FUND

ASSETS

40-100000	CASH IN COMBINED CASH FUND	493,260.79	
40-109100	COLOTRUST	416,123.80	
40-116000	PETTY CASH	.00	
40-117000	ACCOUNTS RECEIVABLE	.00	
40-118000	ASSET - BOATS	383,955.43	
40-118500	ASSET - BOATS-IN PROGRESS	89,920.14	
40-119000	ASSET - OTHER	13,844.55	
40-123000	DUE TO MARINA FROM GF	.00	
40-129000	ACCUM DEPRECIATION/ALL PROP	(223,514.36)	
40-143100	PREPAID EXPENSES	.00	
		<hr/>	
	TOTAL ASSETS		<u>1,173,590.35</u>

LIABILITIES AND EQUITY

LIABILITIES

40-200000	ACCOUNTS PAYABLE GENERAL	473.87	
40-217000	WAGES PAYABLE	(2,820.12)	
40-217100	SOCIAL SECURITY PAYABLE	.00	
40-217200	FEDERAL W/H PAYABLE	.00	
40-217300	STATE TAX W/H PAYABLE	.00	
40-217400	MEDICARE WITHHOLDING	29.90	
40-217500	SUTA PAYABLE	(6.19)	
40-217600	WC PAYABLE	.00	
40-218100	HEALTH/DENTAL/VISION	.00	
40-219100	FLEX MEDICAL	.00	
40-219200	MEDICAL BENEFIT PAYABLE	.00	
40-220000	ICMA W/H PAYABLE	42.44	
40-221000	ICMA LOAN PAYABLE	.00	
40-221001	ICMA/ROTH IRA	.00	
40-223000	ACCRUED VACATION PAYABLE	1,160.12	
40-231000	DUE TO GF FROM MARINA	.00	
40-232000	DUE TO WATER FROM MARINA	.00	
		<hr/>	
	TOTAL LIABILITIES		(1,119.98)

FUND EQUITY

40-275000	UNAPPROP. RETAINED EARNINGS	1,021,404.91	
	UNAPPROPRIATED FUND BALANCE:		
	REVENUE OVER EXPENDITURES - YTD	<u>153,305.42</u>	
	BALANCE - CURRENT DATE	<hr/> 153,305.42	
	TOTAL FUND EQUITY		<u>1,174,710.33</u>
	TOTAL LIABILITIES AND EQUITY		<u>1,173,590.35</u>

TOWN OF GRAND LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

MARINA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>MARINA REVENUES</u>					
40-344-113 RENTALS (NON-TAXABLE)	.00	306,399.04	325,000.00	18,600.96	94.3
40-344-115 TOURS	210.00	64,502.09	65,000.00	497.91	99.2
40-344-120 BUILDING SPACE RENTAL	.00	345.00	3,300.00	2,955.00	10.5
40-344-145 KAYAK SLIP RENTAL	.00	600.00	4,000.00	3,400.00	15.0
40-344-155 SUP SLIP RENTAL	.00	.00	900.00	900.00	.0
40-344-160 MISC REVENUE	.00	7,329.95	.00	(7,329.95)	.0
40-344-170 INTEREST EARNED	.00	971.21	4,000.00	3,028.79	24.3
40-344-180 BOAT DAMAGE	.00	750.00	1,000.00	250.00	75.0
40-344-200 SALE OF ASSETS	.00	.00	20,000.00	20,000.00	.0
40-344-220 CONTRIBUTED SERVICES	.00	.00	2,000.00	2,000.00	.0
TOTAL MARINA REVENUES	210.00	380,897.29	425,200.00	44,302.71	89.6
TOTAL FUND REVENUE	210.00	380,897.29	425,200.00	44,302.71	89.6

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

MARINA FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>MARINA OPERATIONS</u>					
40-460-100 GROSS WAGES - MARINA	4,500.00	85,431.86	57,666.00	(27,765.86)	148.2
40-460-103 OT/COMP TIME BUYOUT	.00	1,955.88	.00	(1,955.88)	.0
40-460-105 BONUS	1,000.00	6,150.00	600.00	(5,550.00)	1025.0
40-460-110 GROSS WAGES-MARINA PT/SEASONAL	.00	33,184.57	125,622.00	92,437.43	26.4
40-460-119 ACCRUED LEAVE EXPENSE	.00	.00	.00	.00	.0
40-460-130 GLC MEMBERSHIP BENEFIT	.00	.00	.00	.00	.0
40-460-131 LONGEVITY	.00	.00	.00	.00	.0
40-460-132 ICMA DEFERRED COMPENSATION	.00	473.81	4,661.00	4,187.19	10.2
40-460-133 HEALTH/DENTAL - EMPLOYEE	.00	7,756.09	16,190.00	8,433.91	47.9
40-460-135 DEP HEALTH/DENTAL	.00	.00	.00	.00	.0
40-460-136 MEDICAL BENEFIT ALLOWANCE	227.83	462.05	1,380.00	917.95	33.5
40-460-141 UNEMPLOYMENT INSURANCE	.00	1,001.46	552.00	(449.46)	181.4
40-460-142 WORKERS' COMPENSATION	.00	4,616.90	9,809.00	5,192.10	47.1
40-460-143 SOCIAL SECURITY MATCH	341.00	7,823.77	11,690.00	3,866.23	66.9
40-460-144 MEDICARE MATCH	79.75	1,860.46	2,734.00	873.54	68.1
40-460-211 GENERAL OFFICE SUPPLIES	.00	211.37	875.00	663.63	24.2
40-460-214 SMALL EQUIP/COMP HRDWARE	.00	78.53	500.00	421.47	15.7
40-460-222 SHOP SUPPLIES	.00	180.23	2,500.00	2,319.77	7.2
40-460-223 BOAT SUPPLIES	.00	1,344.47	2,500.00	1,155.53	53.8
40-460-227 TOOLS	.00	97.44	500.00	402.56	19.5
40-460-231 FUEL	1,449.90	6,679.78	10,000.00	3,320.22	66.8
40-460-232 VEHICLE MAINTENANCE	.00	2,338.39	600.00	(1,738.39)	389.7
40-460-233 EQUIPMENT (BOAT) MAINTENANCE	.00	12,826.16	15,000.00	2,173.84	85.5
40-460-237 BUILDING/FACILITY MAINTENANCE	.00	274.97	1,200.00	925.03	22.9
40-460-301 CONTRIBUTIONS	.00	.00	.00	.00	.0
40-460-312 COMPUTER SERVICES	103.50	1,118.55	1,500.00	381.45	74.6
40-460-314 ADS AND LEGAL NOTICES	.00	3,220.00	2,000.00	(1,220.00)	161.0
40-460-316 DUES/MEMBERSHIPS	.00	275.00	275.00	.00	100.0
40-460-317 UNIFORMS	.00	224.18	2,500.00	2,275.82	9.0
40-460-318 MISCELLANEOUS SERVICES	.00	.00	300.00	300.00	.0
40-460-320 MARKETING	.00	250.00	1,000.00	750.00	25.0
40-460-330 BANK/CREDIT CARD FEES	8.00	13,362.50	13,000.00	(362.50)	102.8
40-460-341 ELECTRIC UTILITY	.00	649.23	500.00	(149.23)	129.9
40-460-342 SEWER UTILITY	.00	333.00	400.00	67.00	83.3
40-460-343 WATER UTILITY	.00	441.00	500.00	59.00	88.2
40-460-344 TELEPHONE/INTERNET UTILITY	86.68	1,339.43	1,400.00	60.57	95.7
40-460-350 BOAT REGISTRATION	.00	973.75	875.00	(98.75)	111.3
40-460-351 LICENSES	.00	.00	100.00	100.00	.0
40-460-355 PURCHASED PROFESSIONAL SERV.	.00	970.00	1,000.00	30.00	97.0
40-460-360 SALES TAX	.00	.00	25,300.00	25,300.00	.0
40-460-370 TRAINING/TRAVEL	.00	642.55	600.00	(42.55)	107.1
40-460-510 LEGAL	.00	.00	.00	.00	.0
40-460-512 AUDIT	.00	1,300.00	1,300.00	.00	100.0
40-460-513 PROPERTY/CASUALTY INSURANCE	.00	2,678.66	2,000.00	(678.66)	133.9
40-460-514 POSITION BONDS	.00	188.75	150.00	(38.75)	125.8
40-460-515 ENGINEERING/SURVEY	.00	.00	.00	.00	.0
40-460-516 SITE LEASE	.00	.00	1.00	1.00	.0
40-460-700 DEPRECIATION RESERVE	.00	.00	.00	.00	.0
40-460-750 FIREWORKS	.00	24,000.00	26,000.00	2,000.00	92.3
40-460-870 CONTINGENCY	.00	877.08	5,000.00	4,122.92	17.5
TOTAL MARINA OPERATIONS	7,796.66	227,591.87	350,280.00	122,688.13	65.0

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

		MARINA FUND				
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>MARINA CAPITAL</u>						
40-960-610	CAPITAL EQUIPMENT	.00	.00	92,597.00	92,597.00	.0
40-960-750	CAPITAL CONTRIBS (INTERFUND)	.00	.00	.00	.00	.0
40-960-995	FACILITIES IMPROVEMENTS	.00	.00	125,000.00	125,000.00	.0
40-960-999	CONTRA CAPITAL OUTLAY	.00	.00	.00	.00	.0
	TOTAL MARINA CAPITAL	.00	.00	217,597.00	217,597.00	.0
	TOTAL FUND EXPENDITURES	7,796.66	227,591.87	567,877.00	340,285.13	40.1
	NET REVENUE OVER EXPENDITURES	(7,586.66)	153,305.42	(142,677.00)	(295,982.42)	107.5

TOWN OF GRAND LAKE
BALANCE SHEET
NOVEMBER 30, 2021

PAY-AS-YOU-THROW FUND

<u>ASSETS</u>			
50-100000	CASH IN COMBINED CASH FUND	162,012.77	
50-116000	PETTY CASH	50.00	
50-117000	ACCOUNTS RECEIVABLE	.00	
50-127000	ASSET - BAG INVENTORY	6,589.40	
50-143100	PREPAID EXPENSES	.00	
	TOTAL ASSETS		<u>168,652.17</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
50-200000	ACCOUNTS PAYABLE GENERAL	159.80	
50-223100	PREPAID ACCOUNTS	.00	
50-231000	DUE TO G.F. FROM PAYT	.00	
	TOTAL LIABILITIES		159.80
<u>FUND EQUITY</u>			
50-275000	UNAPPROP. RETAINED EARNINGS	123,986.81	
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	<u>44,505.56</u>	
	BALANCE - CURRENT DATE		<u>44,505.56</u>
	TOTAL FUND EQUITY		<u>168,492.37</u>
	TOTAL LIABILITIES AND EQUITY		<u>168,652.17</u>

TOWN OF GRAND LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

PAY-AS-YOU-THROW FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>PAYT REVENUES</u>					
50-344-110 BAGS: DIRECT SALES (T)	393.00	2,510.00	4,150.00	1,640.00	60.5
50-344-115 BAGS: VENDOR PURCHASE (NT)	1,450.00	67,184.00	74,700.00	7,516.00	89.9
50-344-140 INTEREST REVENUE	.00	151.57	200.00	48.43	75.8
TOTAL PAYT REVENUES	1,843.00	69,845.57	79,050.00	9,204.43	88.4
TOTAL FUND REVENUE	1,843.00	69,845.57	79,050.00	9,204.43	88.4

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

PAY-AS-YOU-THROW FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>PAYT OPERATIONS</u>					
50-470-200 BAGS FOR RESALE	.00	.00	.00	.00	.0
50-470-250 COGS - BAGS	.00	.00	6,000.00	6,000.00	.0
50-470-300 DUMPSTER SERVICE	1,506.07	23,462.29	30,000.00	6,537.71	78.2
50-470-301 RECYCLING CONTRIBUTION	125.00	1,250.00	1,500.00	250.00	83.3
50-470-305 RECYCLING PROGRAM	.00	.00	5,000.00	5,000.00	.0
50-470-310 SITE LEASE	.00	.00	1.00	1.00	.0
50-470-312 COMPUTER SERVICES	.00	.00	450.00	450.00	.0
50-470-315 SITE MAINTENANCE	.00	237.72	13,000.00	12,762.28	1.8
50-470-320 BUSINESS LICENSE	.00	.00	200.00	200.00	.0
50-470-350 SALES TAX	.00	.00	382.00	382.00	.0
50-470-512 AUDIT	.00	390.00	390.00	.00	100.0
50-470-870 CONTINGENCY	.00	.00	.00	.00	.0
TOTAL PAYT OPERATIONS	1,631.07	25,340.01	56,923.00	31,582.99	44.5
 <u>PAYT CAPITAL</u>					
50-970-751 SITE IMPROVEMENTS	.00	.00	15,000.00	15,000.00	.0
TOTAL PAYT CAPITAL	.00	.00	15,000.00	15,000.00	.0
TOTAL FUND EXPENDITURES	1,631.07	25,340.01	71,923.00	46,582.99	35.2
NET REVENUE OVER EXPENDITURES	211.93	44,505.56	7,127.00	(37,378.56)	624.5

TOWN OF GRAND LAKE
BALANCE SHEET
NOVEMBER 30, 2021

CAPITAL IMPROVEMENT FUND

<u>ASSETS</u>			
90-100000	CASH IN COMBINED CASH FUND	(	1,522,860.34)
90-109100	COLOTRUST		713,547.12
90-117000	ACCOUNTS RECEIVABLE		96,755.49
			<u>96,755.49</u>
	TOTAL ASSETS	(	<u>712,557.73)</u>
<u>LIABILITIES AND EQUITY</u>			
<u>LIABILITIES</u>			
90-200000	ACCOUNTS PAYABLE GENERAL		14,580.40
			<u>14,580.40</u>
	TOTAL LIABILITIES		14,580.40
<u>FUND EQUITY</u>			
90-270000	SURPLUS FUND		280,500.00
90-275000	RETAINED EARNINGS - PRIOR		1,107,364.97
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	(	<u>2,115,003.10)</u>
	BALANCE - CURRENT DATE	(	<u>2,115,003.10)</u>
	TOTAL FUND EQUITY	(	<u>727,138.13)</u>
	TOTAL LIABILITIES AND EQUITY	(	<u>712,557.73)</u>

TOWN OF GRAND LAKE
REVENUES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	%
<u>CIF REVENUES</u>					
90-344-110 1% SALES & USE TAX	.00	245,518.54	435,000.00	189,481.46	56.4
90-344-140 INTEREST REVENUES	.00	1,225.87	15,000.00	13,774.13	8.2
90-344-160 MISC REVENUE	.00	.00	.00	.00	.0
90-344-910 DOLA 2017 TIER II PHASE 1	.00	.00	.00	.00	.0
90-344-920 DOLA 2017 TIER II PHASE 2	.00	.00	700,000.00	700,000.00	.0
TOTAL CIF REVENUES	.00	246,744.41	1,150,000.00	903,255.59	21.5
<u>CIF OTHER REVENUES</u>					
90-391-360 TXFR IN FROM WATER ENTERPRISE	.00	.00	206,000.00	206,000.00	.0
TOTAL CIF OTHER REVENUES	.00	.00	206,000.00	206,000.00	.0
TOTAL FUND REVENUE	.00	246,744.41	1,356,000.00	1,109,255.59	18.2

TOWN OF GRAND LAKE
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 11 MONTHS ENDING NOVEMBER 30, 2021

CAPITAL IMPROVEMENT FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	%
<u>CAP IMP FUND OPERATIONS</u>					
90-431-870 CONTINGENCY	.00	.00	1,000.00	1,000.00	.0
90-431-999 TABOR REQ'D EMERGENCY RESERVE	.00	.00	.00	.00	.0
TOTAL CAP IMP FUND OPERATIONS	.00	.00	1,000.00	1,000.00	.0
<u>CAP IMP FUND DEBT SERVICE</u>					
90-831-471 SALES TAX BONDS - PRINCIPAL	115,000.00	196,975.00	115,000.00	(81,975.00)	171.3
90-831-472 SALES TAX BONDS - INTEREST	81,975.00	82,225.00	163,950.00	81,725.00	50.2
TOTAL CAP IMP FUND DEBT SERVICE	196,975.00	279,200.00	278,950.00	(250.00)	100.1
<u>CAP IMP FUND CAPITAL</u>					
90-931-910 STREETScape	489,960.60	1,965,937.51	.00	(1,965,937.51)	.0
90-931-912 STREETScape-MAINTENANCE	.00	.00	125,000.00	125,000.00	.0
90-931-915 STREETScape PLAN/PROJECT MAN	.00	.00	420,000.00	420,000.00	.0
90-931-916 STREETScape- BELOW GROUND	.00	.00	296,725.00	296,725.00	.0
90-931-917 STREETScape-ABOVE GROUND	5,750.00	116,610.00	766,274.00	649,664.00	15.2
90-931-918 STREETScape- MISC.	.00	.00	86,731.00	86,731.00	.0
90-931-919 STREETScape-LANDSCAPING	.00	.00	283,065.00	283,065.00	.0
TOTAL CAP IMP FUND CAPITAL	495,710.60	2,082,547.51	1,977,795.00	(104,752.51)	105.3
TOTAL FUND EXPENDITURES	692,685.60	2,361,747.51	2,257,745.00	(104,002.51)	104.6
NET REVENUE OVER EXPENDITURES	(692,685.60)	(2,115,003.10)	(901,745.00)	1,213,258.10	(234.6)

1% SALES TAX CASH FLOW REPORT:

TOWN OF GRAND LAKE

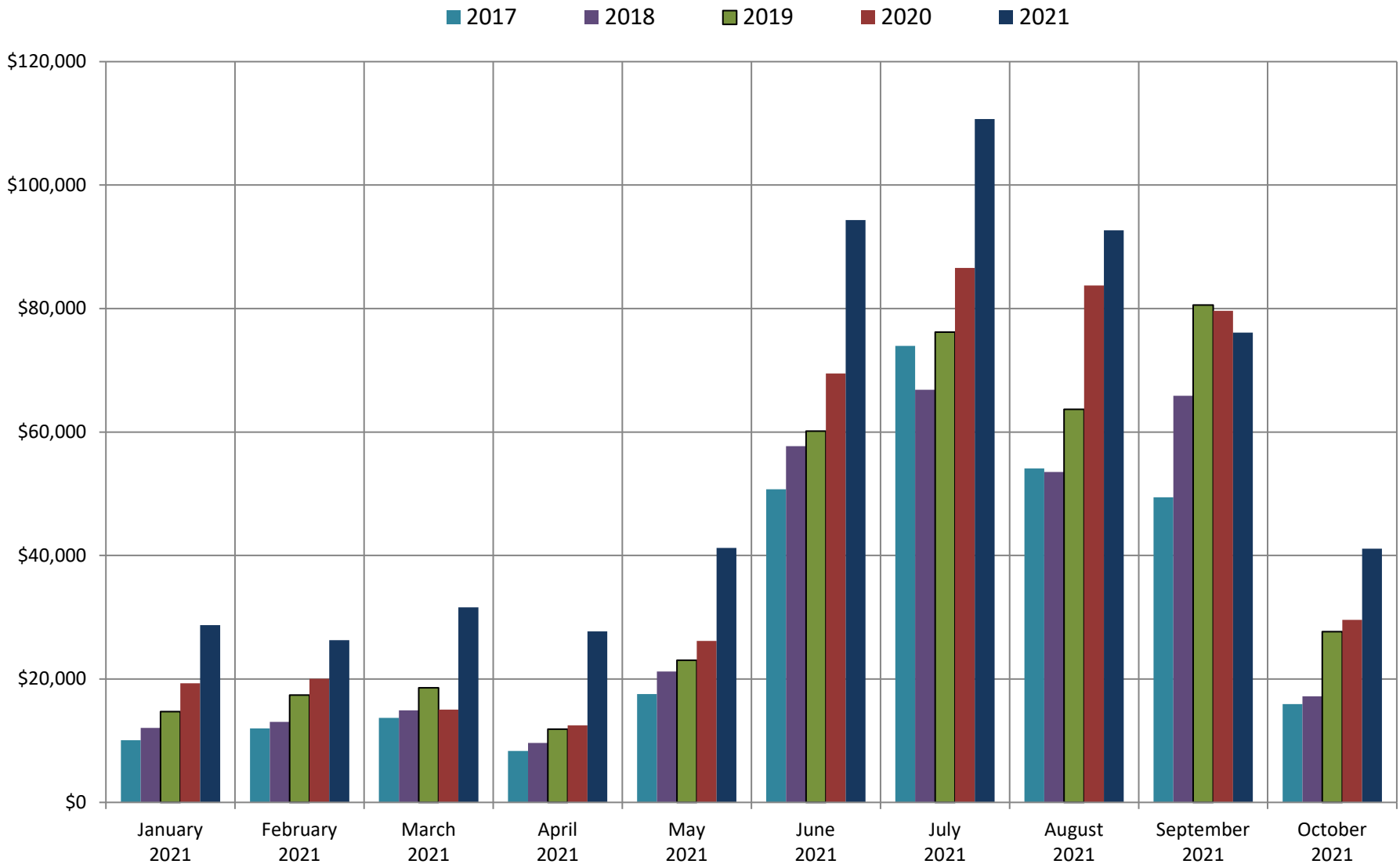
FISCAL YEAR 2021

Sales Month	FISCAL YEAR				
	2021	2020	2019	2018	2017
January 2021	\$28,722	\$19,287	\$14,712	\$12,082	\$10,086
February 2021	\$26,281	\$20,042	\$17,367	\$13,041	\$11,969
March 2021	\$31,617	\$15,046	\$18,583	\$14,915	\$13,693
April 2021	\$27,717	\$12,478	\$11,844	\$9,638	\$8,340
May 2021	\$41,225	\$26,172	\$23,035	\$21,219	\$17,539
June 2021	\$94,336	\$69,478	\$60,147	\$57,697	\$50,722
July 2021	\$110,692	\$86,566	\$76,180	\$66,841	\$73,964
August 2021	\$92,656	\$83,751	\$63,677	\$53,530	\$54,100
September 2021	\$76,084	\$79,628	\$80,571	\$65,870	\$49,408
October 2021	\$41,107	\$29,578	\$27,640	\$17,200	\$15,923
November 2021	\$0	\$21,467	\$16,396	\$11,248	\$10,295
December 2021	\$0	\$31,333	\$23,938	\$19,978	\$17,274

YEAR TO DATE CASH FLOW COMPARISON**BUDGET COMPARISON**

	Year to Date Total	Percent of Budget	Percent change from previous Year to Date	Dollar change from previous Year to Date	Budgeted Amount
2021	\$570,439	131.14%	129.03%	\$ 321,369	\$435,000
2020	\$249,070	55.89%	12.26%	\$ 27,201	\$445,635
2019	\$221,868	62.34%	13.53%	\$ 26,435	\$355,882
2018	\$195,434	62.34%	4.90%	\$ 9,121	\$313,491
2017	\$186,313	48.14%	N/A		\$387,000

1% SALES TAX CASH FLOW 2021 July 2021



4% SALES TAX CASH FLOW REPORT:
TOWN OF GRAND LAKE
FISCAL YEAR 2021

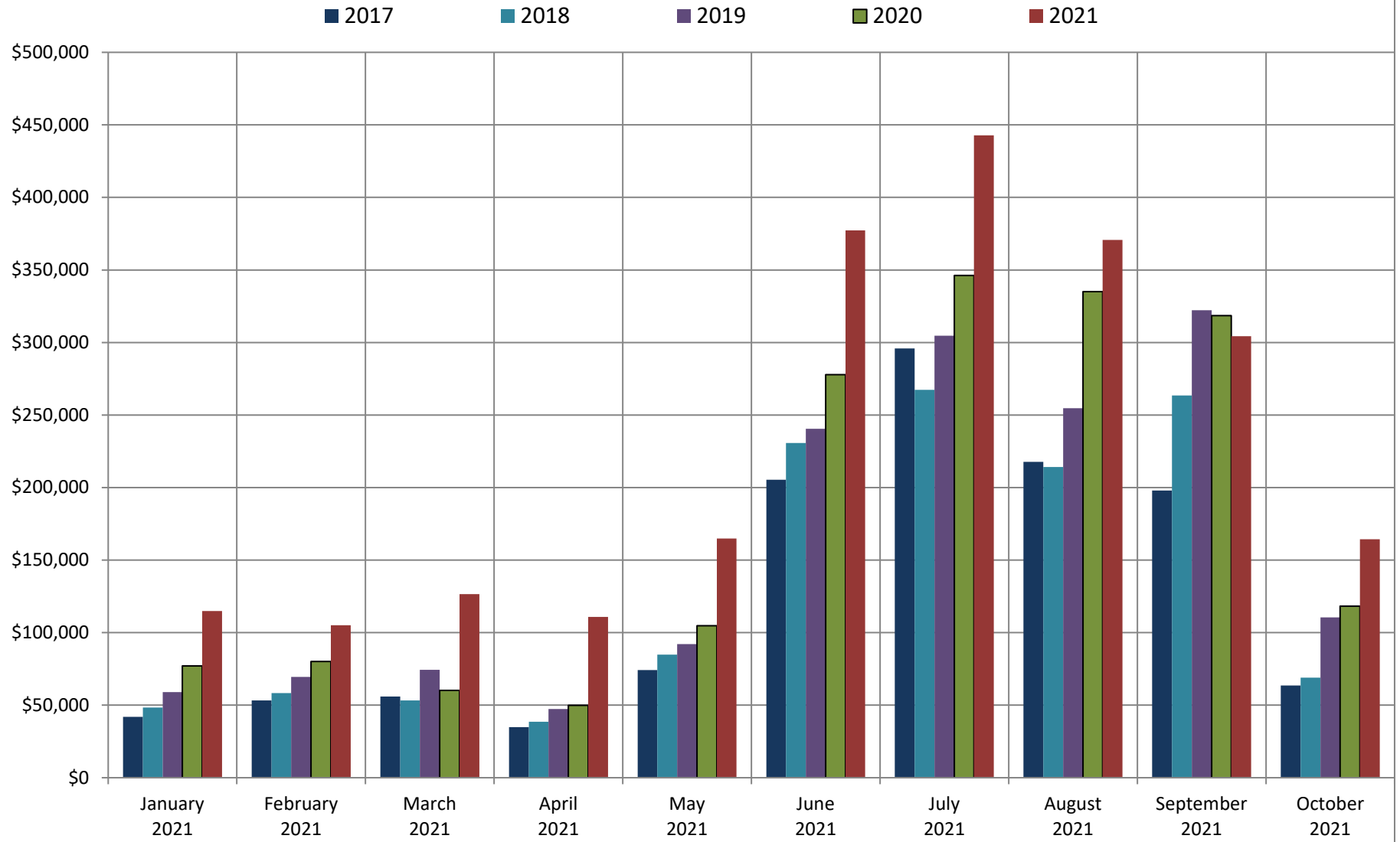
Sales Month	Fiscal Year					
	2021	2020	2019	2018	2017	2016
January 2021	\$114,888	\$77,149	\$58,933	\$48,333	\$42,037	\$51,196
February 2021	\$105,125	\$80,166	\$69,478	\$58,344	\$53,326	\$43,528
March 2021	\$126,469	\$60,184	\$74,443	\$53,192	\$55,964	\$39,568
April 2021	\$110,867	\$49,912	\$47,378	\$38,591	\$34,821	\$26,769
May 2021	\$164,901	\$104,689	\$92,138	\$84,862	\$74,172	\$57,188
June 2021	\$377,346	\$277,913	\$240,589	\$230,804	\$205,468	\$168,446
July 2021	\$442,768	\$346,264	\$304,721	\$267,371	\$295,836	\$275,977
August 2021	\$370,626	\$335,005	\$254,709	\$214,246	\$217,698	\$202,184
September 2021	\$304,337	\$318,513	\$322,285	\$263,514	\$197,896	\$192,607
October 2021	\$164,428	\$118,313	\$110,559	\$68,969	\$63,605	\$57,975
November 2021	\$0	\$85,868	\$65,583	\$44,932	\$41,909	\$38,189
December 2021	\$0	\$125,334	\$95,751	\$80,654	\$68,832	\$61,633

YEAR TO DATE CASH FLOW COMPARISON

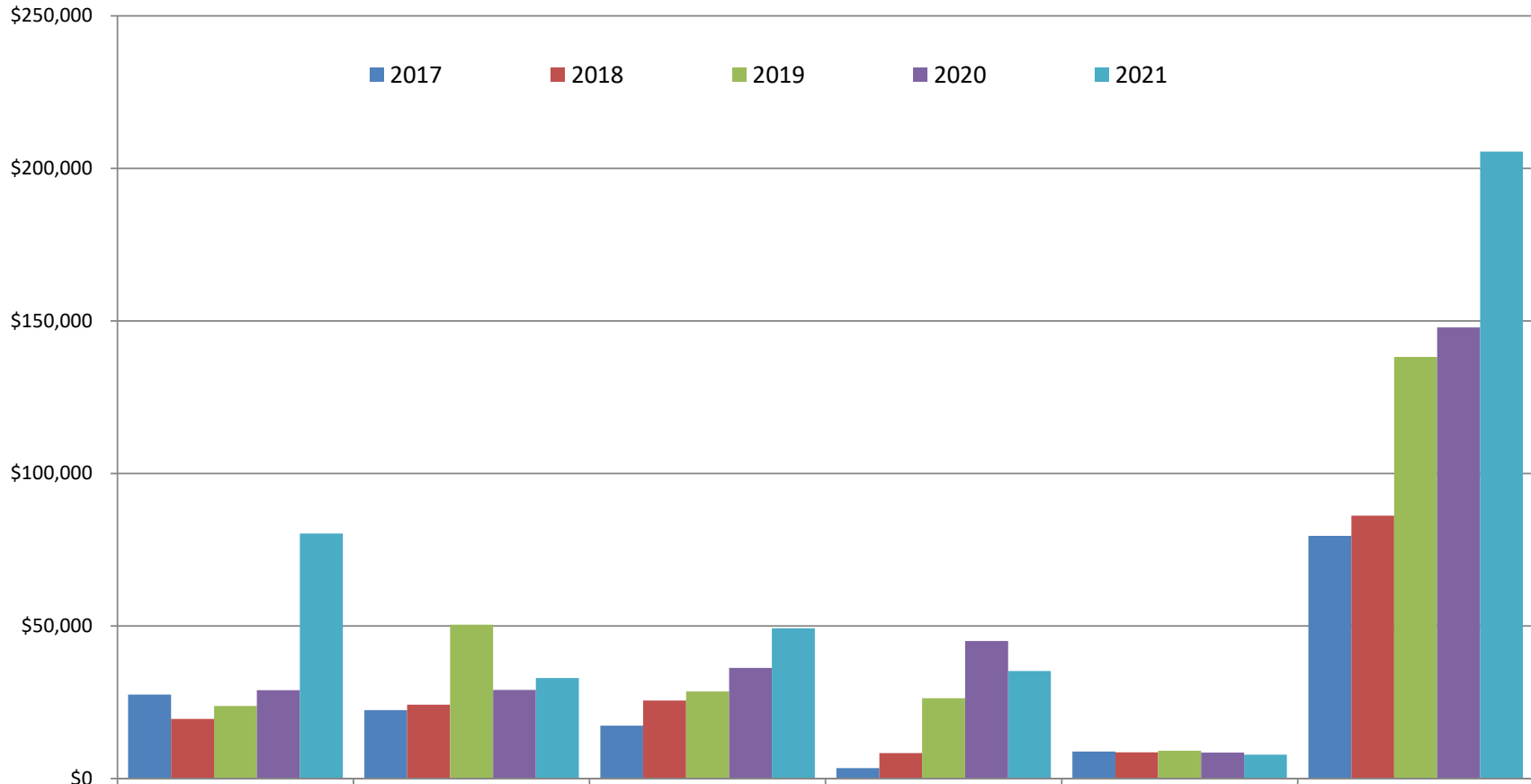
BUDGET COMPARISON

	Year to Date Total	Percent of Budget	Percent change from previous Year to Date	Dollar change from previous Year to Date	Budgeted Amount
2021	\$2,281,755	131.00%	129.03%	\$ 1,285,476.49	\$1,741,825
2020	\$996,278	60.04%	12.23%	\$ 108,597.76	\$1,659,230
2019	\$887,680	63.45%	13.59%	\$ 106,183.23	\$1,398,967
2018	\$781,497	61.52%	2.61%	\$ 19,873.04	\$1,270,354
2017	\$761,624	64.41%	14.93%	\$ 98,951.22	\$1,182,454
2016	\$662,673	56.90%	5.26%	\$ 33,087.39	\$1,164,718

4% SALES TAX CASH FLOW 2020 July 2021

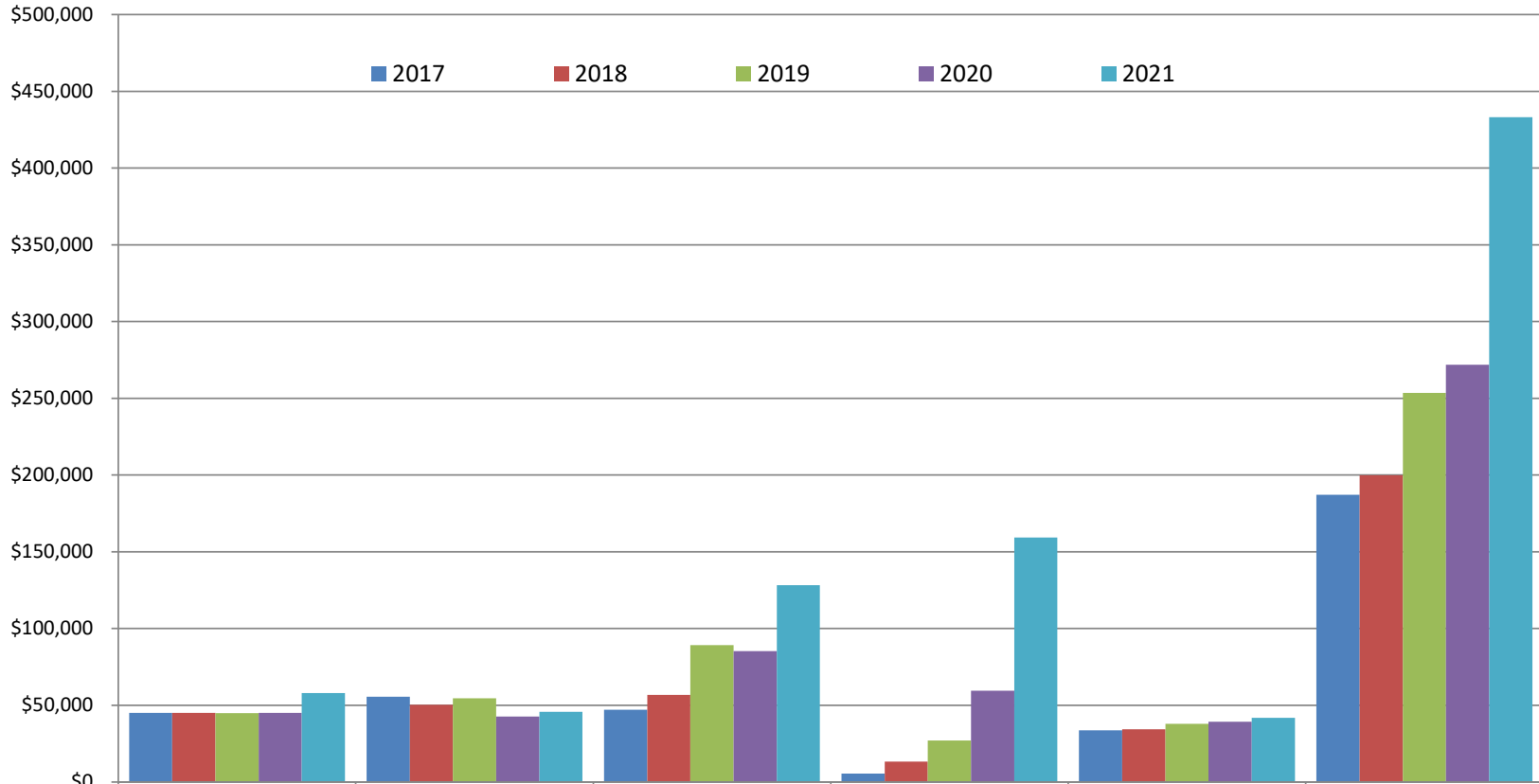


TOWN OF GRAND LAKE Sales Tax Collection by Industry for October 2017-2021



	Fixed Retail	Restaurants/Bars	Lodging	Miscellaneous	Utilities	Total Month
■ 2017	\$27,506	\$22,436	\$17,325	\$3,451	\$8,810	\$79,528
■ 2018	\$19,507	\$24,219	\$25,527	\$8,338	\$8,579	\$86,169
■ 2019	\$23,800	\$50,453	\$28,526	\$26,329	\$9,092	\$138,199
■ 2020	\$28,983	\$29,019	\$36,288	\$45,092	\$8,510	\$147,891
■ 2021	80293.28	32908.89	49247.91	35264	7820.95	\$205,535.03

TOWN OF GRAND LAKE Sales Tax Collection by Industry for Year to Date Q1 2017-2021



	Fixed Retail	Restaurants/Bars	Lodging	Miscellaneous	Utilities	Total Year To Date
2017	\$45,122	\$55,617	\$47,161	\$5,444	\$33,731	\$187,075
2018	\$45,144	\$50,362	\$56,779	\$13,327	\$34,296	\$199,907
2019	\$44,842	\$54,601	\$89,138	\$27,052	\$37,884	\$253,516
2020	\$45,057	\$42,709	\$85,320	\$59,417	\$39,371	\$271,874
2021	\$58,043.51	\$45,705.39	\$128,192.88	\$159,350.41	\$41,811.13	\$433,103.32



Date: January 10th, 2022

To: Mayor Kudron and Trustees

From: Kimberly White, Town Planner

Re: Resolution 03-2022; A Resolution Approving a Lot Consolidation for Lots 9-14, Block 26, Town of Grand Lake, More Commonly Referred To As 505 And 517 Grand Avenue

Purpose:

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

Background:

At the January 5th, 2022, regular public meeting of the Planning Commission, the commission unanimously voted to recommend the consolidation of lots described above contingent on proof of the property having a single ownership.

Municipal Code Procedure:

1. *Lot Consolidations are defined as meeting all of the following criteria:*

- a. *Affecting property that was previously subdivided into legally recognized lots or parcels*
- b. *Not relocating or reconfiguring previously established lot lines*
- c. *Not resulting in a new lot that had previously been separate lots divided by a public or private road*
- d. *Not creating or resulting in the creation of a lot or parcel of land that would violate or fail to conform to any applicable zoning or other standard or regulation including, but not limited to, lot area, minimum frontage, building height, setbacks, density, public or private road or private drive standards, parking, or access.*
- e. *Not altering public right-of-way or easements reserved for drainage or utilities of any kind located on the combined lots*

2. *Submittal Requirements*

a. *The applicant shall provide the following submission materials:*

1. *Application Form*
2. *Application fee or deposit*
3. *Proof of ownership in the form of a deed of title*
 - a. *If there is more than one owner, a deed transferring ownership of the parcel(s) with the legal description of the resultant parcel(s) is required*
4. *Project description (narrative) including the following:*
 - a. *Detailed description of lot and block numbers, new location of adjusted lot line with project coordinates, and resulting lot acreages*

P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099

PH. 970/627-3435

FAX 970/627-9290

E-MAIL: town@townofgrandlake.com



- b. Detailed description of type, size, and location of existing structures on all lots.*
- 5. A list of and addresses for all owners of adjacent property and all owners of easements over, through, or across the property.*
- 6. Lot Consolidation Plat (24" x 34") prepared by a registered land surveyor and drawn to a scale of no less than 1" = 50' (see 12-9-2 (E) and 12-9-11 (K) for specific items)*
- 3. Review Procedures*
- a. The Town Planner will have fourteen (14) days from date of submission to determine completeness. Upon acceptance by the Town Planner for submission completeness, the Lot Consolidation request shall be reviewed by the Planning Commission at the next regularly scheduled public meeting. After receipt of recommendation by the Planning Commission, the Board of Trustees shall review the Lot Consolidation request at their next regularly scheduled public meeting.*
- 4. Review Criteria*
- a. The Planning Commission and Board of Trustees shall apply the following review criteria in considering an application. No application shall be approved unless the Board of Trustees determines that all criteria have been met:*
- 1. The combined lot(s) are legal lots as defined in section 12-6-8(A)1*
 - 2. The combined lot(s) would not subsequently create additional lots other than the resultant lot(s)*
 - 3. The lot consolidation would not adversely affect existing access, drainage, utility easements, or rights-of-way*
 - 4. *The lot consolidation would not adversely affect adjacent properties and the property owners' enjoyment of their property*
 - 5. Any covenants, deed restrictions, or other conditions of approval that apply to the original lots must also apply to the resultant lot(s)*
 - * For regulations governing maximum permitted floor area of structures on properties with combined lots, see sections 12-2-10(C) to 12-2-18(C).*
- 5. Procedure Following Approval*
- a. Where the Board of Trustees has determined that a proposed Lot Consolidation complies with the requirements of these regulation, the Final Lot Consolidation Plat shall be endorsed by the Chair of the Planning Commission and the Mayor of the Town and thereafter the Town Clerk shall file the approved Plat with the Town and with the Grand County Clerk and Recorder.*
- 6. In Perpetuity*
- a. Once a Lot Consolidation Plat has been approved, filed, and recorded, the resultant lot(s) are to be considered one (or more) new lot(s), in perpetuity, never to be sold separately or mortgaged separately. Only upon reapplication with the Town to re-subdivide the resultant lot(s) again can these lot(s) be sold or mortgaged separately.*



Analysis

The owner of the property has submitted all the required documentation listed above and the property complies with all of the requirements for lot consolidation, except that the ownership of lots 9-12 differ from the ownership of lots 13-14. The applicant will submit the updated deed to be recorded once the final development application has been approved by the Board. The lot consolidation will dissolve the interior lot lines.

Board Action

The Trustees has several options to consider including:

1. Grant the request by adopting the resolution as presented.
2. Grant the request with certain conditions by adopting the resolution with other conditions; or
3. Not grant the request.

Suggested Motions for non-conforming request:

1. **I move to adopt resolution 03-2022 A Resolution Approving Lot Consolidation Of Lots 9-14, Block 26, Town Of Grand Lake, More Commonly Referred To As 505 And 517 Grand Avenue, as presented.**

Or

2. **I move to adopt resolution 03-2021 A Resolution Approving Lot Consolidation Of Lots 9-14, Block 26, Town Of Grand Lake, More Commonly Referred To As 505 And 517 Grand Avenue, with The Following Conditions:**
 - a. **Contingent on the lot being consolidated under same ownership with proof thereof satisfactory to the Town.**

Or

3. **I Move To Deny The Request As Presented.**

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 03 – 2022**

**A RESOLUTION APPROVING LOT CONSOLIDATION OF LOTS 9-14, BLOCK 26,
TOWN OF GRAND LAKE, MORE COMMONLY REFERRED TO AS 505 AND 517
GRAND AVENUE**

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

Town of Grand Lake Subdivision Lots 9, 10 Block 26, Grand Lake, Colorado;

Also known as: 505 Grand Avenue, Grand Lake, Colorado 80447(“the Property”); and

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

Town of Grand Lake Subdivision Lots 11, 12, 13, and 14, Block 26, Grand Lake, Colorado;

Also known as: 505 Grand Avenue and 517 Grand Avenue, Grand Lake, Colorado 80447(“the Property”); and

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

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

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

WHEREAS, the Applicants have submitted a quit claim deed to transfer ownership of lots 11-14 from PLK, LLC to Grand Sunset, LLC; and

WHEREAS, the Applicants will record said quit claim deed at the time after which the final development plan has been approved; and

WHEREAS, following proper notice, the Application was presented to and considered by the Planning Commission at its regular meeting on January 5th, 2022; and

WHEREAS, staff has recommended approval of the Application with conditions; and

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

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

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

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

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

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

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

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

DULY MOVED, SECONDED, AND APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 10th DAY OF JANUARY 2022.

(S E A L)

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

TOWN OF GRAND LAKE

ATTEST:

Stephan Kudron
Mayor



Town of Grand Lake

Planning Department

- P.O. Box 99 • 1026 Park Avenue • Grand Lake, CO 80447
- Phone: 970-627-3435 • Fax: 970-627-9290
- Email: glplanning@townofgrandlake.com • Website: townofgrandlake.com

LAND USE REVIEW APPLICATION FORM

APPLICATION DEADLINE IS NOON, 21 DAYS PRIOR TO THE NEXT REGULARLY SCHEDULED MEETING

PROPERTY

- Street Address (or general location if not addressed): 505 Grand Avenue
- Legal Description: Lot 9-14 Block 26 Subdivision Grand Lake
- Lot Area (in square feet or acres): 5,000 sq. ft. / 1.149 acres
- Existing Use of Property: Commercial

TYPE OF REVIEW (circle one): • Rezoning • Subdivision • Minor Subdivision • Annexation • Planned Development • Conditional Use • Vacation – Public right-of-way • Amendments to approved Subdivision or PD • Other (explain below)

PROPOSAL

Description of Proposal (include proposed use and summarize number and size of units/buildings/lots, as applicable):

To consolidate lots 9-14, Block 26 by removing all interior lot lines upon recording the Final Plat Map for the Portal Crossing Subdivision.

- Name of Development: Portal Crossing
- Name of Applicant: PK LLC Grand Summit LLC Email: glservices11@yahoo.com
- Address: P.O. Box 11 Phone: 720-546-7390
- City: Grand Lake State: CO Zip: 80447 Fax: N/A
- Contact Person (if not applicant): Jim Krueger Email: glservices11@yahoo.com
- Address: P.O. Box 11 Phone: 720-546-7390
- City: Grand Lake State: CO Zip: 80447 Fax: _____

STAFF USE ONLY

Application Received By: _____ Date / Time: _____
 File Name: _____
 Fee Paid: _____ Amount: _____ Reimbursement Form Signed: _____

TOPOGRAPHIC SURVEY 505 Grand Avenue 517 Grand Avenue

A Retracement Survey of Lots 9 - 14, Block 26, Town of Grand Lake, Grand County, Colorado
Part of Sec. 6 T3N R76W of the 6th P.M.

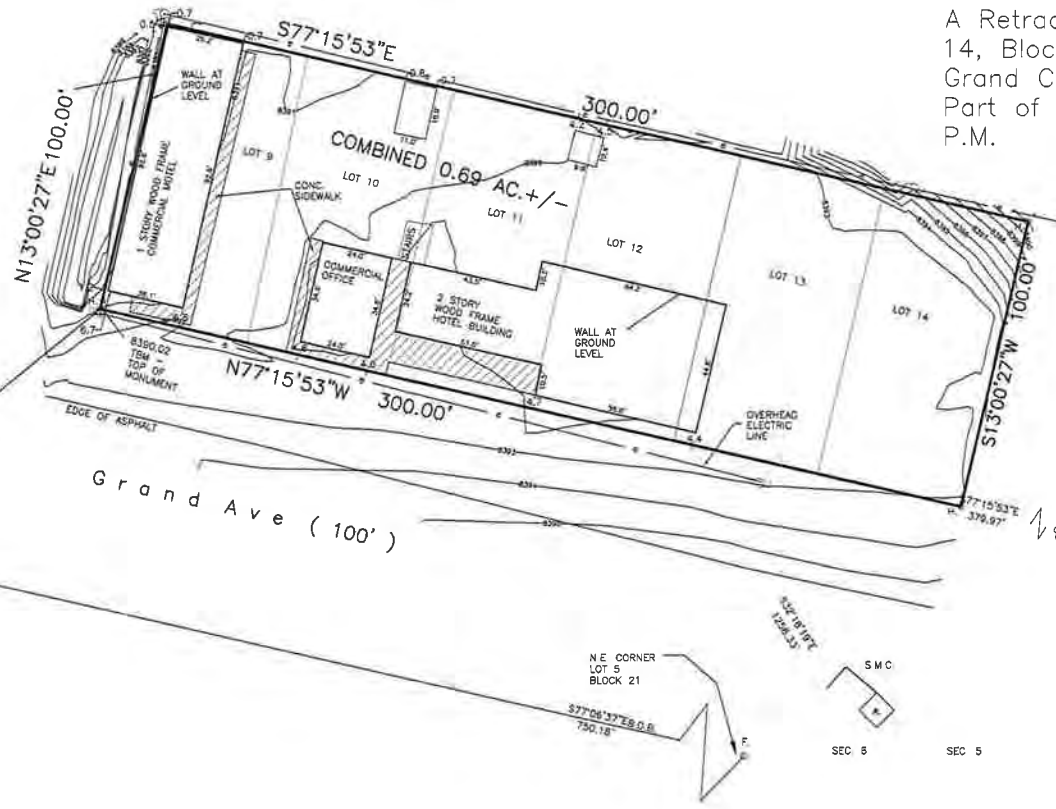


GRAPHIC SCALE - FEET
BASIS OF BEARINGS: S77°06'37"E, along the south right of way boundary of Grand Avenue, monumented as shown, derived with GPS/RTK.

KEY:

- A - EXTANT PLSS CORNER NOTED FOUND 1950 ELM BRASS CAP
- B - FOUND AXLE
- C - FOUND PLASTIC CAPPED, 1/2" REBAR STAMPED PLS 25971
- D - FOUND PLASTIC CAPPED, 1/2" REBAR STAMPED PLS 26698
- F - FOUND 1/2" REBAR
- G - FOUND BRASS TAG IN CONCRETE, STAMPED PLS 25971
- H - SET ALUMINUM CAPPED, 1/2" REBAR STAMPED PLS 25971

CONTOUR INTERVAL: 1'
DATUM: NAVD29 - THE SURFACE OF GRAND LAKE IS THE ELEVATION OF 8367.0'

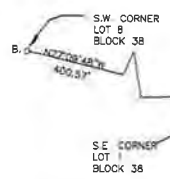


NOTICE:

- 1 For title, reference to a title insurance policy is recommended.
- 2 Buried utilities are not located or shown.
- 3 Wetlands are not addressed.
- 4 This document is certified as one, complete document. Any alteration, addition, change, or edit of any part of this document, as-is or after being transferred to other parties, supercedes and invalidates all previous information and certifications.
- 5 The client did not require recorded easements, if any, to be shown.
- 6 Subject to applicable building setbacks and zoning restrictions duly enacted and added after the recording of this subdivision.
- 7 A property corner is defined when the first surveyor, acting in good faith, sets a monument. A property line is defined as the line where property rights change. Neither moves since they are established.

This land survey plot shows the result of a field survey done by me or under my responsible charge, based on facts known to me, complies with applicable statutes set forth by Title 38, Articles 50 and 51, CRS, and is not a warranty or guarantee, either expressed or implied

w
Surveyor



Azimuth Survey Company P.O. Box 655, Fraser, Colorado 80442 1800-725-2734 p870-531-1120	
TOPOGRAPHIC SURVEY 505 Grand Avenue A Retracement Survey of Lots 9 - 12, Block 26, Town of Grand Lake, Grand County, Colorado Part of Sec. 6 T3N R76W of the 6th P.M.	
DATE: 12-03-19	SCALE: 1" = 20' USPT 871: 88 JOB: A14-32

Narrative for Lot Consolidation
of Lots 9-14, Block 26, Town of Grand Lake,
County of Grand, Colorado

This consolidation is to remove the interior lot lines of lots 9-14, Block 26, Town of Grand Lake.

The consolidation is to combine all the lots for the recordation of a Final Plat for a Major Subdivision process of the lots. This lot consolidation will be recorded per the Final Plat of the "Portal Crossing" subdivision.

It will include all structures currently on the site (Phase #1- Condominium building, Phase #2-Motel Building, Phase #3-Pool Building,, and Phase #4-4 Townhome lots).

The Project contains 6-50x100 lots for a total of .69 acres.

Included in this consolidation is a "Final Plat Map" delineating the size, type, and location of the structures.

The "Lot Consolidation Map" will be the "Final Plat Map" which vacates all interior lot lines.

Portal Crossing Project
505 – 517 Grand Avenue
Grand Lake, Colorado 80447

Consists of Lots 9, 10, 11, 12, 13, 14 (all 50' x 100')

Block 26

Town of Grand Lake

County of Grand

State of Colorado

30,000 total square feet

.69 acre

List of surrounding neighbors

BLAIR, AMY M & C & J PROPERTIES, LLC	70 CLERMONT ST 16947 W 63RD DR	DENVER, CO, 80220 ARVADA, CO, 80403
CANON, ROBERT B	826 N 12TH ST	ROCHELLE, IL, 61068
GRACEY DILLON & GRAND LAKE, TOWN OF	899 OLD WAGON TRAIL CIR PO BOX 6	LAFAYETTE, CO, 80026 GRAND LAKE, CO, 80447
GRAND SUNSET, LLC	PO BOX 11	GRAND LAKE, CO, 80447
HAINES, ROBERT L & MARGARET	2650 NEWLAND ST	WHEAT RIDGE, CO, 80214
KG MCCOY ENTERPRISES, LLC	PO BOX 1151	GRAND LAKE, CO, 80447
KISH, JUDY DENISE	PO BOX 1524	GRAND LAKE, CO, 80447
KUPFER, BRAD A & DEBRA L	16705 SINGLETREE CT	MORRISION, CO, 80465
LUTON, GARY LYNN & SUSAN MATHEWS	PO BOX 1552	GRAND LAKE, CO, 80447
MOUNTAIN MONGRELS, LLC	PO BOX 1611	GRAND LAKE, CO, 80447
PETERSON, KELLY A	PO BOX 2266	GRAND LAKE, CO, 80447
PLK, LLC	PO BOX 11	GRAND LAKE, CO, 80447
RAVENWOOD TOWNHOMES HOMEOWNERS ASSOC	PO BOX 2190	GRAND LAKE, CO, 80447
REYNOLDS, BRIAN S & GRETCHEN R	747 COUNTY ROAD 4480	GRAND LAKE, CO, 80447
SKIBA, DAVID J & MICHELLE M	423 WHITE ASH DR	GOLDEN, CO, 80403
WARREN, LOY F III & DARLENE M	8665 E 29TH PL	DENVER, CO, 80238
WINDLER, CARL A & LAURA R	8206 LAKEVIEW DR	PARKER, CO, 80134

State Documentary Fee
Date:
\$0.00
No Doc Fee Required

Quit Claim Deed

(Pursuant to C.R.S. 38-30-113(1)(d))

Grantor(s), **PLK LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **PO BOX 11**, City or Town of **GRAND LAKE**, County of **GRAND** and State of **COLORADO, 80447**, for the consideration of ***** Ten Dollars and Other Good and Valuable Consideration ***** dollars, in hand paid, hereby sell(s) and quitclaim(s) to **GRAND SUNSET LLC A COLORADO LIMITED LIABILITY COMPANY** as Entity whose street address is **PO BOX 11**, City or Town of **GRAND LAKE**, County of **GRAND** and State of **COLORADO**, the following real property in the County of **Grand** and State of Colorado, to wit:

See attached "Exhibit A"

also known by street and number as **TBD - 505 GRAND AVENUE, GRAND LAKE, CO 80447**

with all its appurtenances.

Signed this day of .

PLK LLC A COLORADO LIMITED LIABILITY COMPANY

PATRICIA L KREUTZER AS MEMBER

State of **COLORADO**)
)ss
County of **GRAND**)

The foregoing instrument was acknowledged before me on this day of _____ by
PATRICIA L KREUTZER AS MEMBER OF PLK LLC, A COLORADO LIMITED LIABILITY COMPANY

Notary Public
My Commission expires _____



When recorded return to: **GRAND SUNSET LLC**
PO BOX 11, GRAND LAKE, CO 80447





Written instructions for preparation of deed

1. We, the undersigned Grantor(s) and Grantee(s), hereby instruct LAND TITLE GUARANTEE COMPANY (the "Company") to prepare the deed in the form attached hereto.
2. We agree to hold the Company harmless from any liability, damages, or expenses arising out of the preparation of the deed.
3. We agree and acknowledge that the Company:
 - a. Has recommended that we consult with legal counsel regarding the deed;
 - b. Has not advised or instructed the undersigned parties regarding the creation, legal effect or adequacy of the deed;
 - c. Has recommended that we the undersigned parties review their existing title policies and consult with their title insurer, or legal counsel, regarding the effect, if any, of the subject conveyance on existing coverage.
4. We have approved the form of deed.
5. We confirm that it is our intention to convey the property located at **TBD - 505 GRAND AVENUE, GRAND LAKE, CO 80447** with the legal description as follows:

**PARCEL A: LOTS 9, 10, 11 AND 12, BLOCK 26, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO
 PARCEL B: LOTS 13 AND 14, BLOCK 26, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO**

to the Grantee(s)

6. The Grantees instruct the Company to vest title under the deed as:

Joint Tenancy

Tenants in Common

(SEE ATTACHED "SIGNATURE PAGE")

Signature Page

Executed on ;

Grantor(s):

Grantee(s):

Print Name

Print Name

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name

Signature

Signature

Exhibit A

PARCEL A:

LOTS 11 AND 12, BLOCK 26, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO

PARCEL B:

LOTS 13 AND 14, BLOCK 26, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO

NOTES:

- 1. APPLICANT: Grand Sunset LLC
P.O. Box 11 Grand Lake CO 80447
- 2. For title, reference is hereby made to Land Title Guarantee Company, NO. ABS60012314.
- 3. All interior property lines common to Lots 9-14 are vacated by this plat.
- 4. Per this plat, a blanket easement upon, across, above, over, under and through the subject property is granted to Mountain Parks Electric, Inc. for the purpose of ingress to and egress from, and the installation, repair, replacement, operation and maintenance of an electric distribution system, including electric lines and all associated facilities.

All Townhome buildings within this subdivision shall have electric meters on one unit (gang metering) and have a perpetual, non-exclusive utility easement for the purpose of constructing and operating the electric supply for distribution. All wires and other facilities such as conduit, switches and meter boxes but not individual meters, installed on the above described lands shall be the property of Portal Crossing. All meters shall be the property of Mountain Parks Electric, Inc.

With respect to the electric utility easement granted hereby, no structure shall be allowed closer than ten feet (10') from any primary voltage power lines or within ten feet (10') around any above ground equipment. No other utility line (whether gas, water, sewer or other utility) shall be allowed closer than five feet (5') from any primary voltage power lines or within five feet (5') around any above ground equipment. Notwithstanding the foregoing, underground communication facilities shall not be allowed closer than one foot (1') to any power lines and above ground communication facilities shall not be closer than two feet (2') to any above ground electric facilities. No grade changes (fill or cut) in excess of six inches (6") are permitted within ten feet (10') of any primary electric line or within five feet (5') of any other facility, including secondary electric lines, without prior written authorization from Mountain Parks Electric, Inc.

FINAL PLAT

505 Grand Avenue Portal Crossing

A replat of Lots 9 - 14, Block 26, Town
of Grand Lake, Grand County, Colorado

Part of Sec. 6 T3N R75W of the 6th P.M.

DEDICATION:

Know all men by these presents:

That Grand Sunset, LLC, a Colorado Limited Liability Company, is the owner of that real property in the Town of Grand Lake, Colorado, described as follows:

Lots 9, 10, 11, 12, 13 & 14, Block 26.

That they have caused said real property to be laid out and surveyed as Portal Crossing and does hereby cause said property to become one single Lot and does hereby cause said property indicated as Open Space to be owned by the Portal Crossing Owners Association.

In witness whereof, Grand Sunset, LLC, a Colorado Limited Liability Company, has caused its name to be hereunto subscribed this ____ day of _____, 20____.

By: Patricia L. Kreutzer
For: Grand Sunset, LLC, a Colorado Limited Liability Company

State of Colorado)
County of Grand) ss

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Patricia L. Kreutzer as authorized representative of Grand Sunset, LLC, a Colorado Limited Liability Company.

My Commission Expires:

Notary Public

LIENHOLDER'S CERTIFICATE:

BY:
For: Joseph D. Freund Irrevocable Trust
STATE OF _____)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as authorized representative of Joseph D. Freund Irrevocable Trust.

My Commission Expires:

Notary Public



KEY:

- A. - EXTANT PLSS CORNER NOTED. FOUND 1950 BUREAU OF LAND MANAGEMENT BRASS CAP.
- B. - FOUND 1/2" REBAR
- C. - FOUND PLASTIC CAPPED, 5/8" REBAR STAMPED PLS 26698.
- D. - FOUND ALUMINUM CAPPED, 1/2" REBAR SCRIBED Is 25971.
- G. - FOUND PLASTIC CAPPED, 1/2" REBAR SCRIBED Is 25971.
- e - OVERHEAD ELECTRIC LINE.
- w - APPROXIMATE WATERLINE
- s - APPROXIMATE SEWERLINE
- b.o.b. = basis of bearings along the line between monuments shown.
- GPS = GLOBAL POSITIONING SYSTEM, INCLUDING RUSSIAN GLONASS AND EUROPEAN GALILEO.
- RTK = REAL-TIME KINEMATIC.

BEARINGS: A "bearing" (NW/SE, NE/SW) is a mathematical value, with identical reciprocal values. Bearings do not "go" in any direction.

BOARD OF TRUSTEES CERTIFICATE

Approved this ____ day of _____, 20____, by the Grand Lake Board of Trustees.

Mayor

Attest:
Town Clerk

By:
For: Indicate Capital Fund 1, LLC
A Delaware Limited Liability Company

LIENHOLDERS CERTIFICATE:

STATE OF _____)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ for Indicate Capital Fund 1, LLC, a Delaware Limited Liability Company.

My Commission Expires:

Notary Public

By:
For: Grand Corner, LLC
A Colorado Limited Liability Company

LIENHOLDERS CERTIFICATE:

STATE OF _____)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ for Grand Corner, LLC, a Colorado Limited Liability Company.

My Commission Expires:

Notary Public

I, w ward, a Land Surveyor, do hereby certify that this plat of Portal Crossing shows the result of a field survey done by me or under my responsible charge, based on facts known to me, complies with applicable statutes set forth in Article 38 Title 51 of the Colorado Revised Statutes and the Subdivision Regulations of the Town of Grand Lake, and the monuments required by 38-51, and the Town of Grand Lake have been placed on the ground.

w ward - surveyor

<p>Azimuth Survey Company P.O. Box 653 Fraser, Colorado 80442 f800-725-2734 p970-531-1120</p>
<p style="text-align: center;">FINAL PLAT Portal Crossing 505 Grand Avenue A Replat of Lots 9 - 14, Block 26, Town of Grand Lake, Grand County, Colorado Part of Sec. 6 T3N R75W of the 6th P.M. SHEET 1 OF 3</p>
<p>DATE: 10-14-21, 11-08-21, 12-01-21 SCALE: 1 IN = 20 USFT BY: ww JOB: A14-32</p>

FINAL PLAT

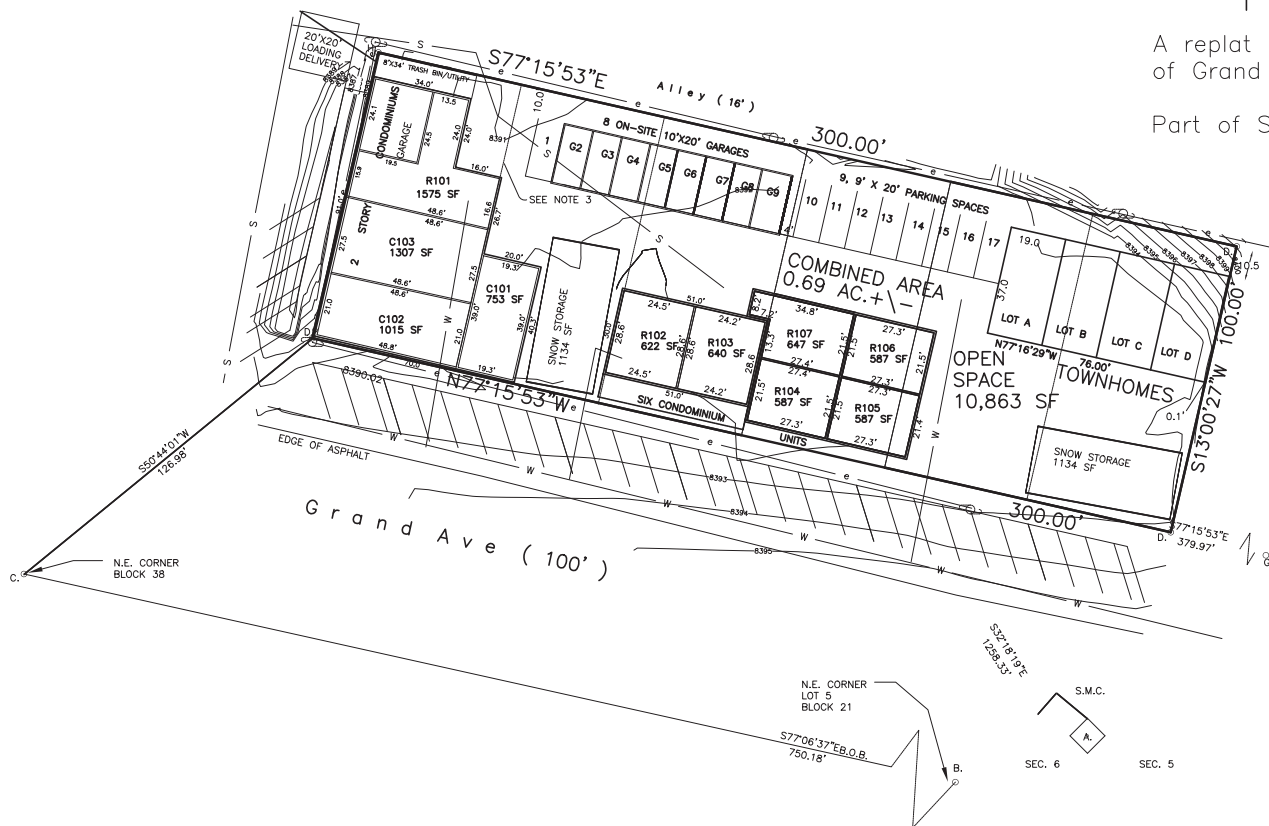
505 Grand Avenue

Portal Crossing

A replat of Lots 9 – 14, Block 26, Town of Grand Lake, Grand County, Colorado

Part of Sec. 6 T3N R75W of the 6th P.M.

MAIN FLOOR
SHEET 2 OF 3



CONTOUR INTERVAL: 1'

DATUM: NAVD29 - THE SURFACE OF GRAND LAKE IS THE ELEVATION OF 8367.0'

N.E. CORNER
BLOCK 38

N.E. CORNER
LOT 5
BLOCK 21

SEC. 6 SEC. 5

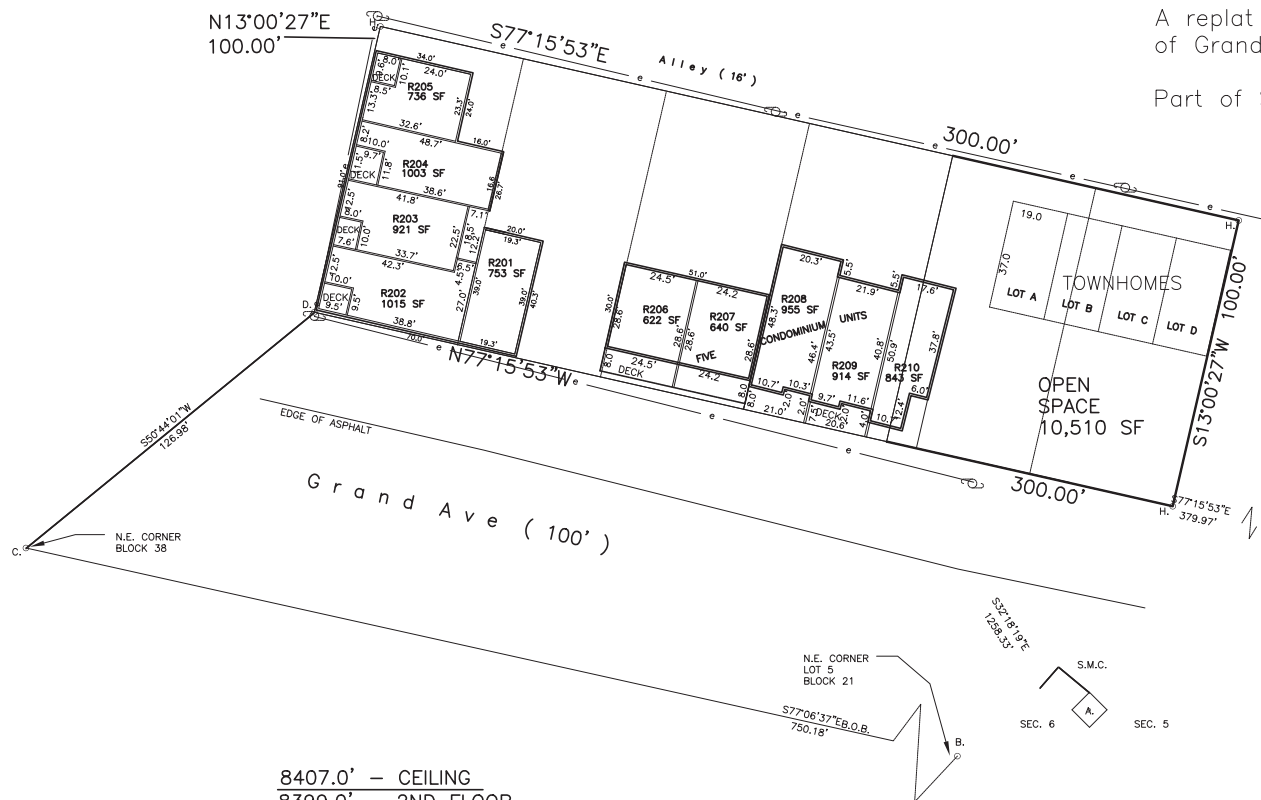
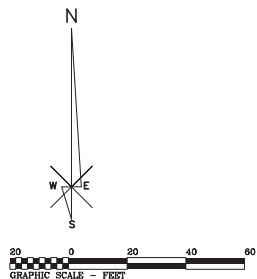
Azimuth Survey Company P.O. Box 653 Fraser, Colorado 80442 f800-725-2734 p970-531-1120	
FINAL PLAT Portal Crossing 505 Grand Avenue A Replat of Lots 9 – 14, Block 26, Town of Grand Lake, Grand County, Colorado Part of Sec. 6 T3N R75W of the 6th P.M.	
SHEET 2 OF 3	
DATE: 08-23-21, 10-14-21, 11-08-21, 12-01-21	SCALE: 1 IN = 20 USFT BY: ww JOB: A14-32

FINAL PLAT 505 Grand Avenue Portal Crossing

A replat of Lots 9 – 14, Block 26, Town
of Grand Lake, Grand County, Colorado

Part of Sec. 6 T3N R75W of the 6th P.M.

SECOND FLOOR
SHEET 3 OF 3



8407.0' – CEILING
8399.0' – 2ND FLOOR
8391.0' – FLOOR
ELEVATION VIEW

8409.8–CEILING
8401.8–2NDFL
8392.7–FLOOR
ELEVATION VIEW

/Azimuth Survey Company P.O.Box 653 Fraser, Colorado 80442 f800-725-2734 p970-531-1120
FINAL PLAT Portal Crossing 505 Grand Avenue A Replat of Lots 9 – 14, Block 26, Town of Grand Lake, Grand County, Colorado Part of Sec. 6 T3N R75W of the 6th P.M. SHEET 3 OF 3 DATE: 08-23-21, 10-14-21, 11-08-21, 12-01-21 SCALE: 1 IN = 20 USFT BY: ww JOB: A14-32



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **F60015487**

Date: **12/30/2021**

Property Address: **TBD - 505 GRAND AVENUE, GRAND LAKE, CO 80447**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

Connie Crego
5975 GREENWOOD PLAZA BLVD
SUITE 100
GREENWOOD VILLAGE, CO 80111
(303) 331-6270 (Work)
(303) 393-4903 (Work Fax)
ccrego@ltgc.com
Company License: CO44565

Closers Assistant

Kirk Cunningham
5975 GREENWOOD PLAZA BLVD
SUITE 100
GREENWOOD VILLAGE, CO 80111
(720) 200-1323 (Work)
(303) 393-3888 (Work Fax)
kcunningham@ltgc.com
Company License: CO44565

For Title Assistance

Land Title Builder Team
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4134 (Work)
(303) 850-4188 (Work Fax)
builder@ltgc.com

Builder

PLK LLC
Attention: JIM KREUTZER
PO BOX 286
GRAND LAKE, CO 80447
(720) 546-7390 (Work)
glservicesllc@yahoo.com
Delivered via: Electronic Mail



**Land Title Guarantee Company
Estimate of Title Fees**

Order Number: **F60015487** Date: 12/30/2021
 Property Address: **TBD - 505 GRAND AVENUE, GRAND LAKE, CO 80447**
 Parties: **A BUYER TO BE DETERMINED**
**PLK LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO LOTS 11, 12, 13 AND 14,
 BLOCK 26 AND GRAND SUNSET LLC, A COLORADO LIMITED LIABILITY COMPANY
 AS TO LOTS 9 AND 10, BLOCK 26**

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$226.00
Total \$226.00	
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

Grand county recorded 07/21/2021 under reception no. 2021008142

Grand county recorded 09/01/2020 under reception no. 2020007657

Grand county recorded 07/15/2020 under reception no. 2020005580

Grand county recorded 03/19/2020 under reception no. 2020002228

Grand county recorded 09/23/2019 under reception no. 2019007613

Grand county recorded 06/27/2019 under reception no. 2019004711

Grand county recorded 06/27/2019 under reception no. 2019004710

Grand county recorded 03/04/1999 under reception no. 99001945

Grand county recorded 12/07/1993 under reception no. 93012517

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: F60015487

Property Address:

TBD - 505 GRAND AVENUE, GRAND LAKE, CO 80447

1. Effective Date:

12/17/2021 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

PLK LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO LOTS 11, 12, 13 AND 14, BLOCK 26 AND GRAND SUNSET LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO LOTS 9 AND 10, BLOCK 26

5. The Land referred to in this Commitment is described as follows:

PARCEL A:

LOTS 9, 10, 11 AND 12, BLOCK 26, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO

PARCEL B:

LOTS 13 AND 14, BLOCK 26, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO

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**AMERICAN
LAND TITLE
ASSOCIATION**



ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: F60015487

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. EXISTING LEASES AND TENANCIES, IF ANY.**
- 9. RESERVATIONS, EXCEPTIONS AND RIGHTS OF WAY AS CONTAINED IN U.S. PATENT RECORDED JUNE 13, 1903 IN BOOK 19 AT PAGE 446**
- 10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CABLE TELEVISION BULK BILLING AGREEMENT RECORDED JULY 29, 1997 UNDER RECEPTION NO. 97006172.**
- 11. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN AGREEMENT RECORDED SEPTEMBER 08, 1999, UNDER RECEPTION NO. 99009518.**
- 12. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, ENCROACHMENTS, RESERVATIONS AND NOTES ON THE TOPOGRAPHIC SURVEY RECORDED APRIL 02, 2020 UNDER RECEPTION NO. 2332.**



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

(f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

(g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

(a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.

(b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

(c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

(d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

(e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

(f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

CBRants

Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *C Monroe* President

Attest *David Wald* Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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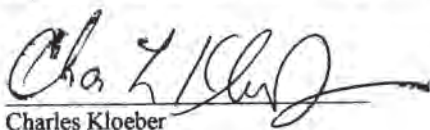
August 03, 1999

To: Town of Grand Lake
P. O. Box 6
Grand Lake, Colorado 80447

From: Charles Kloeber
P. O. Box 1266
Granby, Colorado 80446

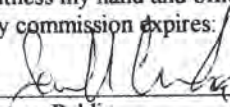
RE: Lots 11, 12, &13
Block 26,
Town of Grand Lake

The current owners of the above referenced property are proposing building plans for one structure to be built upon several lots. The building will be located on the lines dividing lots 11, 12 and 13. Since this does not meet the minimum required setback per the zoning regulations of the Town of Grand Lake, these three lots are to be considered as one building site. The Town does not require vacation of the lot lines nor has a procedure for same. We are in agreement with the Town of Grand Lake that these three lots are to forever remain one building site, are not to be sold separately or mortgaged separately, unless all provisions of the Town's zoning regulations then in effect are complied with, including but not limited to, area regulations.


Charles Kloeber

STATE OF COLORADO)
)ss.
COUNTY OF GRAND)

The foregoing instrument was acknowledged before me this 4th day of August, 1999, by Charles Kloeber.

Witness my hand and official seal.
My commission expires: 07/29/2001

Notary Public



TOPOGRAPHIC SURVEY

505 Grand Avenue

517 Grand Avenue

A Retracement Survey of Lots 9 - 14, Block 26, Town of Grand Lake, Grand County, Colorado Part of Sec. 6 T3N R76W of the 6th P.M.

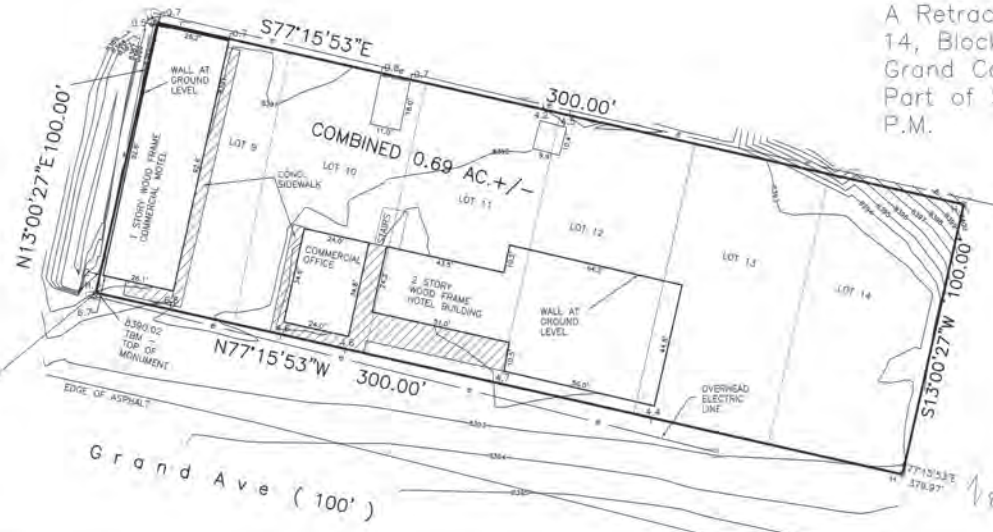


GRAPHIC SCALE - FEET
0 20 40 80

BASIS OF BEARINGS: S77°06'37"E, along the south right of way boundary of Grand Avenue, monumented as shown, derived with GPS/RTK.

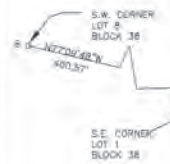
- KEY:
- A. - EXIST PLS CORNER NOTED, FOUND 1950 BLM BRASS CAP.
 - B. - FOUND AXLE
 - C. - FOUND PLASTIC, CAPPED, 1/2" REBAR STAMPED PLS 25971.
 - D. - FOUND PLASTIC CAPPED, 1/2" REBAR STAMPED PLS 25698.
 - E. - FOUND 1/2" REBAR
 - F. - FOUND BRASS TAG IN CONCRETE, STAMPED PLS 25971.
 - G. - SET ALUMINUM CAPPED, 1/2" REBAR STAMPED PLS 25971.

CONTOUR INTERVAL: 1'
DATUM: NAVD29 - THE SURFACE OF GRAND LAKE IS THE ELEVATION OF 8367.0'



- NOTICE:
1. For title, reference to a title insurance policy is recommended.
 2. Buried utilities are not located or shown.
 3. Wellheads are not addressed.
 4. This document is certified as one, complete document. Any alteration, addition, change, or omission of any part of this document, as-is or after being transferred to other parties, supersedes and invalidates all previous information and certifications.
 5. The client did not require recorded easements, if any, to be shown.
 6. Subject to applicable building setbacks and zoning restrictions duly enacted and added after the recording of this subdivision.
 7. An original monument, set in good faith by the first surveyor, is a property corner. A boundary is the line where property rights change. Once established, property corners and boundaries do not move, but may possibly be vacated.

This land survey plat shows the result of a field survey done by me or under my responsible charge, based on facts known to me, complies with applicable statutes set forth by Title 38, Articles 50 and 51, CRS, and is not a warranty or guarantee, either expressed or implied.



LS2332

/Azimuth Survey Company P.O. Box 653, Fraser, Colorado 80442 800-725-2734 p970-531-1120		STATE OF COLORADO County of GRAND Filed by record, 2nd day of April 2020 at 9:58 AM Sara L. Rosene, Clerk and Recorder
TOPOGRAPHIC SURVEY 505 Grand Avenue A Retracement Survey of Lots 9 - 12, Block 26, Town of Grand Lake, Grand County, Colorado Part of Sec. 6 T3N R76W of the 6th P.M.		Fee \$ 50.00
DATE: 12-05-19 SCALE: 1" = 80' UTM BY: see JOB A14-32		

**CABLE TELEVISION BULK BILLING AGREEMENT
(HOTEL - OWNER INSTALLED)**

THIS AGREEMENT is entered into as of February 1, 1997 by and between Heritage Cablevision of Colorado, Inc., a Colorado corporation ("Operator"), and Charles Kloeber d/b/a Sunset Motel, as sole proprietor ("Owner").

RECITALS

A. Owner owns and operates the motel known as Sunset Motel, whose address is 504 Grand Ave., Grand Lake, CO in the Community containing 15 rooms, plus any units added or constructed in the future, the legal description of which is attached hereto as Exhibit A (the "Premises").

B. Operator operates a cable television system (the "System") in Grand Lake, Colorado (the "Community") pursuant to a franchise agreement or permit within the Community (the "Franchise").

C. Owner desires to obtain and Operator desires to provide the cable television and other services set forth in Exhibit B (the "Service") to the Premises.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall be for an initial term of 3 years and shall be automatically renewed for successive 2 year terms, unless sooner terminated as provided in Section 8.

2. Installation, Ownership and Maintenance of System.

(a) Installation. Owner has installed or will install a master antenna television ("MATV") system in the Premises which is suitable for the distribution of cable television service. At no charge to Owner, Operator will extend its coaxial cable from its street easements across Owner's property and to a point where it will interface with the existing MATV system.

(b) Ownership and Maintenance. The MATV system will be owned and maintained by Owner. Owner warrants that it will maintain the MATV system such that the Service may be distributed throughout the Premises in accordance with industry standards and Federal Communications Commission regulations, as well as Operator's specifications. If Owner fails to maintain the MATV system in accordance with the preceding sentence, Operator may, at its option, (i) discontinue the Service and terminate this Agreement or (ii) repair or rebuild the MATV system as required and charge Owner for all materials (at cost) and labor (at standard hourly rate) expended. For this purpose, Owner hereby grants and conveys to Operator and its successors and assigns an irrevocable, unrestricted easement in gross on, over, under, within and through the Premises as is necessary to install, maintain, repair and replace the MATV system. Such easement shall run with the land until the end of the term of this Agreement. Such grant shall include a right of reasonable access within the Premises to repair, maintain, relocate or replace Owner's equipment.

TCIFORMS/HOTEL-BB.OWN


97006172 07/29/1997 10:06A AGR
1 of 18 R 91.00 D 0.00 N 0.00 Grand County, CO

3. Service.

(a) **Service Provided.** The Service provided by Operator to Owner will initially be as indicated in Exhibit B hereto; provided, however, that all channels deleted from the cable television service provided to other subscribers in the Community shall be deleted from the Service provided to Owner and may be replaced by channels selected by Operator. The Service is subject to change. Operator may from time to time rearrange, delete from or otherwise offer different cable television or broadcast programming on the Service.

(b) **Premium Services.** Owner shall deliver the premium services indicated in Exhibit B to guest rooms only, and such premium services shall not be shown in bars, lounges, hallways, lobbies or other common areas of the Premises. Owner shall not permit any advertisement, program delay, interruption, editing, insertion, deletions or any alteration in the premium services feed delivered to Owner by Operator. Owner shall not authorize and shall take reasonable steps to prevent copying or videotaping of premium services by anyone on the Premises. Owner shall not charge guests staying at the Premises any fee for premium services. All advertising and promotional materials describing the availability of premium services to guests staying at the Premises shall contain the phrase "free to guests," and Operator shall have the right to review and approve all such advertising and promotional materials concerning premium services used by Owner.

(c) **Advertising and Promotion.** At its option, Operator may provide to Owner on-site advertising and promotional materials, including but not limited to (i) posters for use in the lobby and other common rooms of the Premises, (ii) premium services, program guides and customized holders for placement on all television sets in guest rooms and (iii) a channel line-up for each guest room. Owner agrees to allow such material to be displayed in the public areas of the Premises, and to cooperate by providing assistance in placement by its employees.

4. Rates and Other Costs.

(a) **Service.** Owner shall pay to Operator a charge of \$13.49 per month per guest room, for the Service, in accordance with the billing procedures set forth in Section 4(b). Applicable taxes and fees shall be added to such charge. The rates payable by Owner hereunder shall be payable whether or not such guest room or other unit is occupied. ***Operator shall be entitled to increase the Monthly Service Charge upon 30 days' notice to Owner not more than once per twelve months during the Initial Term and any Renewal Term. In no event shall a rate increase be more than the percentage increase of residential rates by Operator in the Community in the same twelve month period.***

(b) **Billing.** The stated monthly rate shown in Section 4(a) shall be paid monthly within 20 days after the end of the month for which payment is due. Interest on any payments not timely paid pursuant to this section shall accrue at the rate of 1.5% per month. Upon any delinquency in payment, Operator shall have the right to disconnect the Service provided to the Premises and

terminate this Agreement by 10 days' prior written notice to Owner, and Owner shall be responsible for paying all delinquent payments and other applicable charges.

5. Indemnification. Operator shall hold harmless and indemnify Owner and its principals, partners, affiliates, officers, directors, agents and employees from and against any and all damage or claims for damage asserted by reason of Operator's installation and maintenance of the System (except loss or damage arising from any negligent or willful act or omission of Owner, its agents or employees) or the material breach of any representation, warranty or covenant made by Operator in this Agreement. Owner shall hold harmless and indemnify Operator and its principals, partners, affiliates, officers, directors, agents and employees from and against any and all damage or claims for damage that may be asserted by reason of the ownership, use or occupancy of the Premises by Owner, its agents or employees (except loss or damage arising from any negligent or willful act or omission of Operator, its agents or employees) or the material breach of any representation, warranty or covenant made by Owner in this Agreement. If either party is obligated to incur costs in order to enforce any provisions of this Agreement, the prevailing party shall be reimbursed by the other party for all reasonable costs so incurred, including reasonable attorneys' fees and costs.

6. Information and Records. Owner agrees to supply in writing to Operator the name of the manager of the Premises and the total number of guest rooms. Owner further agrees to notify Operator in writing within five business days of any change in the above information. Owner shall provide access to Operator to records concerning the Premises upon 10 days' written notice to Owner in order to verify the accuracy of information provided to Operator.

7. Covenants of Owner. As of the date hereof and during the term of this Agreement:

(a) **Title.** Owner warrants that it has title to the property on which the Premises is located and is authorized to enter into this Agreement, or if the execution of this Agreement is not by Owner, the signatory of this Agreement is the authorized agent of Owner. This Agreement constitutes the legal, valid and binding obligation of Owner.

(b) **Interference.** As an inducement to Operator to make the capital expenditure required to install the Service in the Premises, Owner represents that it has not granted and will not grant any other easements or rights which will interfere with the operation within the Premises of Operator's Service or System.

(c) **Pay-Per-View.** During the term of this Agreement, Owner shall not contract for or permit there to be operated or maintained, by any person or entity other than Operator or any current provider of pay-per-view services to the Premises, any pay-per-view, pay-per-stay or similar pay television service within the Premises without first offering to allow Operator to provide such services on terms and conditions substantially similar to those pursuant to which such services would be provided by the other person or entity.

8. Termination.

(a) **By Notice.** Either party may terminate this Agreement as of the end of the initial or any renewal term by giving written notice to the other at least 90 days prior to the expiration date of the initial term of this Agreement, or any subsequent renewal term hereof.

TCIFORMS/HOTEL-BB.OWN

-3-



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3 of 18 R 91.00 D 0.00 N 0.00 Grand County, CO

(b) By Default. This Agreement may be terminated by Operator if Owner fails to pay any sums due under this Agreement within 10 days of written notice by Operator. This Agreement may be terminated by either party if the other party violates any material, non-monetary provision of this Agreement, or is unable or unwilling to fulfill its duties or other obligations hereunder; provided however, that the defaulting party shall be given notice of the default, and shall have 30 days from receipt of such notice in which to cure or commence to cure the default. If the defaulting party has not cured or commenced to cure (and is proceeding diligently to cure) such default by the end of such 30-day period, this Agreement shall terminate on the date stated in the notice. Upon termination, the non-defaulting party may pursue all available remedies.

(c) By Operator. Operator may terminate this Agreement upon 60 days' written notice to Owner if Operator is unable to continue the distribution of the Service due to any governmental law, rule, regulation, judgment of any court, contract with a third party, force majeure or any other reason beyond the reasonable control of Operator, or if the Franchise is assigned, terminated, surrendered or revoked for any reason.

9. Notice. Any notices pursuant to this Agreement shall be validly given or served if in writing and sent by registered or certified mail (or by regular mail in the case of notice as described in paragraph 4a), postage prepaid, to the following addresses:

(a) If to Operator:

TCI Cablevision of the Rockies, Inc.
0140 Metcalf Rd / PO Box 439
Avon, CO 81620
Attention: System Manager

With a copy to:

Tele-Communications, Inc.
5619 DTC Parkway
Englewood, Colorado 80111
Attention: Legal Department

(b) If to Owner:

Sunset Motel
PO Box 949
Granby, CO 80446
Attention: Manager

with a copy to:
Division Counsel
TCI Central, Inc.
4700 S. Syracuse St., #1100
Denver, CO 80237-2722

or to such other addresses as either party may designate to the other in writing. Delivery of any notice shall be deemed to be effective on the date set forth on the receipt of registered or certified mail.

10. Legal Actions. If legal action is necessary to enforce any provision of this Access Agreement or any agreement relating hereto, the prevailing party in such action shall be entitled to recover its costs and expenses of such action, including reasonable attorney's fees. Owner acknowledges that the breach by Owner of any of its obligations under this Access Agreement cannot be reasonably or adequately compensated in damages in any action at law and that a breach of this Access Agreement by Owner will cause Operator irreparable injury and damage; Owner,

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therefore, expressly agrees that in the event of a breach or threatened breach of this Access Agreement, Operator shall be entitled to injunctive and other equitable relief against Owner. Resort to equitable relief shall not in any way be construed as a waiver of any other rights or remedies which Operator may have for damages or otherwise.

11. Miscellaneous.

(a) **Service Interruption.** In the event that, during the term of this Agreement, Service is interrupted or discontinued because of some occurrence beyond the reasonable control of Operator, such discontinuance or interruption shall not be considered a breach of this Agreement.

(b) **Franchise Obligations.** The parties acknowledge that Operator is subject to the provisions of the Franchise and to the provisions of applicable federal and state laws and regulations. Any duty or promise of Operator under this Agreement which conflicts with any provision of the Franchise, or with applicable federal or state laws or regulations, is to that extent void.

(c) **Waiver.** The waiver by either party of a breach or violation of, or failure of either party to enforce, any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation or relinquishment of any rights hereunder.

(d) **Integration.** This writing represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all previous agreements of whatever nature between the parties with respect to the subject matter; it may not be altered or amended except by an agreement in writing signed by both parties.

(e) **Choice of Law.** This Agreement has been made in and its validity, performance and effect shall be determined in accordance with the internal laws of the state in which the Community is located.

(f) **Headings; Exhibits.** The headings of sections in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation. All schedules, exhibits or attachments referred to herein shall be incorporated in and constitute a part of this Agreement.

(g) **Assignment; Binding Effect.** This Agreement may be assigned by either party without the consent of the other party, and upon such assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, representatives and assigns. Owner agrees to give Operator no less than 30 days' prior written notice of any sale, assignment or transfer of Owner's interest in the Premises, including the name and address of the prospective purchaser, and agrees to provide a copy of this Agreement to any such prospective purchaser of the Premises.

(h) **Severability.** If any part of any provision of this Agreement is invalid or unenforceable under applicable law, the provision shall be ineffective only to the extent of such in validity or unenforceability without in any way affecting the remaining parts of the provision or this Agreement.

(i) **Construction.** Both parties hereby acknowledge that they participated equally in the negotiation and drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than against the other.

(j) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(k) **Recording.** At the option of Operator, this Agreement may be recorded in the real property records of the County where the Premises is located.

The parties have executed this Cable Television Bulk Billing Agreement (Hotel-Owner Installed) as of the date first above written.

OWNER:
Charles Kloeber d/b/a Sunset Motel
By: [Signature]
Name: Charles Kloeber
Title: Owner


STATE OF COLORADO)
COUNTY OF GRAND)) ss.

Before me, a notary public in and for said County and State, appeared Charles Kloeber known to me to be the Owner of the Sunset Motel and executed the foregoing Cable Television Bulk Billing Agreement (Hotel-Owner Installed) as sole proprietor.

Witness my hand and seal this 28 day of JAN, 1997.

[Signature]
Notary Public
P.O. Box 1154
Shanley, CO 80446

My commission expires 7-2000 (address)




OPERATOR:
Heritage Cablevision of Colorado, Inc.
d/b/a TCI Cablevision of the Rockies, Inc.

By: _____

Name: _____

Title: _____

Richard E. Franklin
Authorized Officer

STATE OF Colorado)
COUNTY OF Denver)) ss.

Before me, a notary public in and for said County and State, appeared Richard E. Franklin known to me to be the Authorized Officer of Heritage Cablevision of Colorado, Inc., and executed the foregoing Cable Television Bulk Billing Agreement (Hotel-Owner Installed) on behalf of the corporation.

Witness my hand and seal this 21st day of February, 1997.

(S E A L) _____
Notary Public

My commission expires: _____ (address)
9-5-00



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EXHIBIT A

To Cable Television Bulk Billing Agreement (Hotel-Owner Installed) dated

February 1, 1997

Between

Charles Kloeber d/b/a Sunset Motel

and

Heritage Cablevision of Colorado, Inc. d/b/a TCI Cablevision of the Rockies, Inc.

Legal Description

Town of Grand Lake, County of Grand, State of Colorado

Block 26,
Lot 9,10, 11 and 12



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EXHIBIT B

Attached to and Forming a Part of the Cable Television Bulk Billing Agreement
between Charles Kloeber d/b/a Sunset Motel, as Owner
and Heritage Cablevision of Colorado, Inc., as Operator

Description of Service**Guest Rooms**

15 guest rooms with basic service at \$13.49/unit/month for \$202.35 monthly payment

Any public or common areas (other than bars or restaurants), will be billed at the commercial rate, which varies depending on the use of the area. Outlets in public or common areas may not have any premium services such as HBO, Cinemax, Showtime, Disney, Starz, Encore, pay-per-view movies or the like. Typical common areas in Premises such as these would be a lobby, office, laundry room, conference room or the like. Areas where any commercial enterprise is in operation would be contracted separately.

Any bars, restaurants or retail outlets on the Premises will contract separately for their cable services.

This agreement is valid only if executed by February 15, 1997 by Owner.

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**CABLE TELEVISION BULK BILLING AGREEMENT
(HOTEL - OWNER INSTALLED)**

THIS AGREEMENT is entered into as of February 1, 1997 by and between Heritage Cablevision of Colorado, Inc., a(n) Colorado corporation ("Operator"), and Charles Kloeber d/b/a Bluebird Motel, as sole proprietor ("Owner").

RECITALS

A. Owner owns and operates the motel known as Bluebird Motel, whose address is 30 River Drive, Grand Lake, CO in the Community containing 12 rooms, plus any units added or constructed in the future, the legal description of which is attached hereto as Exhibit A (the "Premises").

B. Operator operates a cable television system (the "System") in Grand Lake, Colorado (the "Community") pursuant to a franchise agreement or permit within the Community (the "Franchise").

C. Owner desires to obtain and Operator desires to provide the cable television and other services set forth in Exhibit B (the "Service") to the Premises.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall be for an initial term of 3 years and shall be automatically renewed for successive 2 year terms, unless sooner terminated as provided in Section 8.

2. Installation, Ownership and Maintenance of System.

(a) Installation. Owner has installed or will install a master antenna television ("MATV") system in the Premises which is suitable for the distribution of cable television service. At no charge to Owner, Operator will extend its coaxial cable from its street easements across Owner's property and to a point where it will interface with the existing MATV system.

(b) Ownership and Maintenance. The MATV system will be owned and maintained by Owner. Owner warrants that it will maintain the MATV system such that the Service may be distributed throughout the Premises in accordance with industry standards and Federal Communications Commission regulations, as well as Operator's specifications. If Owner fails to maintain the MATV system in accordance with the preceding sentence, Operator may, at its option, (i) discontinue the Service and terminate this Agreement or (ii) repair or rebuild the MATV system as required and charge Owner for all materials (at cost) and labor (at standard hourly rate) expended. For this purpose, Owner hereby grants and conveys to Operator and its successors and assigns an irrevocable, unrestricted easement in gross on, over, under, within and through the Premises as is necessary to install, maintain, repair and replace the MATV system. Such easement shall run with the land until the end of the term of this Agreement. Such grant shall include a right of reasonable access within the Premises to repair, maintain, relocate or replace Owner's equipment.

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3. Service.

(a) **Service Provided.** The Service provided by Operator to Owner will initially be as indicated in Exhibit B hereto; provided, however, that all channels deleted from the cable television service provided to other subscribers in the Community shall be deleted from the Service provided to Owner and may be replaced by channels selected by Operator. The Service is subject to change. Operator may from time to time rearrange, delete from or otherwise offer different cable television or broadcast programming on the Service.

(b) **Premium Services.** Owner shall deliver the premium services indicated in Exhibit B to guest rooms only, and such premium services shall not be shown in bars, lounges, hallways, lobbies or other common areas of the Premises. Owner shall not permit any advertisement, program delay, interruption, editing, insertion, deletions or any alteration in the premium services feed delivered to Owner by Operator. Owner shall not authorize and shall take reasonable steps to prevent copying or videotaping of premium services by anyone on the Premises. Owner shall not charge guests staying at the Premises any fee for premium services. All advertising and promotional materials describing the availability of premium services to guests staying at the Premises shall contain the phrase "free to guests," and Operator shall have the right to review and approve all such advertising and promotional materials concerning premium services used by Owner.

(c) **Advertising and Promotion.** At its option, Operator may provide to Owner on-site advertising and promotional materials, including but not limited to (i) posters for use in the lobby and other common rooms of the Premises, (ii) premium services, program guides and customized holders for placement on all television sets in guest rooms and (iii) a channel line-up for each guest room. Owner agrees to allow such material to be displayed in the public areas of the Premises, and to cooperate by providing assistance in placement by its employees.

4. Rates and Other Costs.

(a) **Service.** Owner shall pay to Operator a charge of \$13.49 per month per guest room, for the Service, in accordance with the billing procedures set forth in Section 4(b). Applicable taxes and fees shall be added to such charge. The rates payable by Owner hereunder shall be payable whether or not such guest room or other unit is occupied. ***Operator shall be entitled to increase the Monthly Service Charge upon 30 days' notice to Owner not more than once per twelve months during the Initial Term and any Renewal Term. In no event shall a rate increase be more than the percentage increase of residential rates by Operator in the Community in the same twelve month period.***

(b) **Billing.** The stated monthly rate shown in Section 4(a) shall be paid monthly within 20 days after the end of the month for which payment is due. Interest on any payments not timely paid pursuant to this section shall accrue at the rate of 1.5% per month. Upon any delinquency in payment, Operator shall have the right to disconnect the Service provided to the Premises and terminate this Agreement by 10 days' prior written notice to Owner, and Owner shall be responsible for paying all delinquent payments and other applicable charges.

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5. Indemnification. Operator shall hold harmless and indemnify Owner and its principals, partners, affiliates, officers, directors, agents and employees from and against any and all damage or claims for damage asserted by reason of Operator's installation and maintenance of the System (except loss or damage arising from any negligent or willful act or omission of Owner, its agents or employees) or the material breach of any representation, warranty or covenant made by Operator in this Agreement. Owner shall hold harmless and indemnify Operator and its principals, partners, affiliates, officers, directors, agents and employees from and against any and all damage or claims for damage that may be asserted by reason of the ownership, use or occupancy of the Premises by Owner, its agents or employees (except loss or damage arising from any negligent or willful act or omission of Operator, its agents or employees) or the material breach of any representation, warranty or covenant made by Owner in this Agreement. If either party is obligated to incur costs in order to enforce any provisions of this Agreement, the prevailing party shall be reimbursed by the other party for all reasonable costs so incurred, including reasonable attorneys' fees and costs.

6. Information and Records. Owner agrees to supply in writing to Operator the name of the manager of the Premises and the total number of guest rooms. Owner further agrees to notify Operator in writing within five business days of any change in the above information. Owner shall provide access to Operator to records concerning the Premises upon 10 days' written notice to Owner in order to verify the accuracy of information provided to Operator.

7. Covenants of Owner. As of the date hereof and during the term of this Agreement:

(a) **Title.** Owner warrants that it has title to the property on which the Premises is located and is authorized to enter into this Agreement, or if the execution of this Agreement is not by Owner, the signatory of this Agreement is the authorized agent of Owner. This Agreement constitutes the legal, valid and binding obligation of Owner.

(b) **Interference.** As an inducement to Operator to make the capital expenditure required to install the Service in the Premises, Owner represents that it has not granted and will not grant any other easements or rights which will interfere with the operation within the Premises of Operator's Service or System.

(c) **Pay-Per-View.** During the term of this Agreement, Owner shall not contract for or permit there to be operated or maintained, by any person or entity other than Operator or any current provider of pay-per-view services to the Premises, any pay-per-view, pay-per-stay or similar pay television service within the Premises without first offering to allow Operator to provide such services on terms and conditions substantially similar to those pursuant to which such services would be provided by the other person or entity.

8. Termination.

(a) **By Notice.** Either party may terminate this Agreement as of the end of the initial or any renewal term by giving written notice to the other at least 90 days prior to the expiration date of the initial term of this Agreement, or any subsequent renewal term hereof.

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(b) By Default. This Agreement may be terminated by Operator if Owner fails to pay any sums due under this Agreement within 10 days of written notice by Operator. This Agreement may be terminated by either party if the other party violates any material, non-monetary provision of this Agreement, or is unable or unwilling to fulfill its duties or other obligations hereunder; provided however, that the defaulting party shall be given notice of the default, and shall have 30 days from receipt of such notice in which to cure or commence to cure the default. If the defaulting party has not cured or commenced to cure (and is proceeding diligently to cure) such default by the end of such 30-day period, this Agreement shall terminate on the date stated in the notice. Upon termination, the non-defaulting party may pursue all available remedies.

(c) By Operator. Operator may terminate this Agreement upon 60 days' written notice to Owner if Operator is unable to continue the distribution of the Service due to any governmental law, rule, regulation, judgment of any court, contract with a third party, force majeure or any other reason beyond the reasonable control of Operator, or if the Franchise is assigned, terminated, surrendered or revoked for any reason.

9. Notice. Any notices pursuant to this Agreement shall be validly given or served if in writing and sent by registered or certified mail (or by regular mail in the case of notice as described in paragraph 4a), postage prepaid, to the following addresses:

(a) If to Operator:

TCI Cablevision of the Rockies, Inc.
0140 Metcalf Rd / PO Box 439
Avon, CO 81620
Attention: System Manager

With a copy to:

Tele-Communications, Inc.
5619 DTC Parkway
Englewood, Colorado 80111
Attention: Legal Department

(b) If to Owner:

Bluebird Motel
PO Box 949
Granby, CO 80446
Attention: Manager

with a copy to:

Division Council
TCI Central
4700 S. Syracuse 100
Denver, CO 80207-1022

or to such other addresses as either party may designate to the other in writing. Delivery of any notice shall be deemed to be effective on the date set forth on the receipt of registered or certified mail.

10. Legal Actions. If legal action is necessary to enforce any provision of this Access Agreement or any agreement relating hereto, the prevailing party in such action shall be entitled to recover its costs and expenses of such action, including reasonable attorney's fees. Owner acknowledges that the breach by Owner of any of its obligations under this Access Agreement cannot be reasonably or adequately compensated in damages in any action at law and that a breach of this Access Agreement by Owner will cause Operator irreparable injury and damage; Owner, therefore, expressly agrees that in the event of a breach or threatened breach of this Access

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Agreement, Operator shall be entitled to injunctive and other equitable relief against Owner. Resort to equitable relief shall not in any way be construed as a waiver of any other rights or remedies which Operator may have for damages or otherwise.

11. Miscellaneous.

(a) **Service Interruption.** In the event that, during the term of this Agreement, Service is interrupted or discontinued because of some occurrence beyond the reasonable control of Operator, such discontinuance or interruption shall not be considered a breach of this Agreement.

(b) **Franchise Obligations.** The parties acknowledge that Operator is subject to the provisions of the Franchise and to the provisions of applicable federal and state laws and regulations. Any duty or promise of Operator under this Agreement which conflicts with any provision of the Franchise, or with applicable federal or state laws or regulations, is to that extent void.

(c) **Waiver.** The waiver by either party of a breach or violation of, or failure of either party to enforce, any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation or relinquishment of any rights hereunder.

(d) **Integration.** This writing represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all previous agreements of whatever nature between the parties with respect to the subject matter; it may not be altered or amended except by an agreement in writing signed by both parties.

(e) **Choice of Law.** This Agreement has been made in and its validity, performance and effect shall be determined in accordance with the internal laws of the state in which the Community is located.

(f) **Headings; Exhibits.** The headings of sections in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation. All schedules, exhibits or attachments referred to herein shall be incorporated in and constitute a part of this Agreement.

(g) **Assignment; Binding Effect.** This Agreement may be assigned by either party without the consent of the other party, and upon such assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, representatives and assigns. Owner agrees to give Operator no less than 30 days' prior written notice of any sale, assignment or transfer of Owner's interest in the Premises, including the name and address of the prospective purchaser, and agrees to provide a copy of this Agreement to any such prospective purchaser of the Premises.

(h) **Severability.** If any part of any provision of this Agreement is invalid or unenforceable under applicable law, the provision shall be ineffective only to the extent of such in validity or unenforceability without in any way affecting the



remaining parts of the provision or this Agreement.

(i) **Construction.** Both parties hereby acknowledge that they participated equally in the negotiation and drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than against the other.

(j) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(k) **Recording.** At the option of Operator, this Agreement may be recorded in the real property records of the County where the Premises is located.


The parties have executed this Cable Television Bulk Billing Agreement (Hotel-Owner Installed) as of the date first above written.

OWNER:
Charles Kloeber d/b/a Bluebird Motel
By: Charles Kloeber
Name: Charles Kloeber
Title: Owner

STATE OF COLORADO)
COUNTY OF GRAND) ss.

Before me, a notary public in and for said County and State, appeared Charles Kloeber known to me to be the Owner the Bluebird Motel, and executed the foregoing Cable Television Bulk Billing Agreement (Hotel-Owner Installed) as the sole proprietor.

Witness my hand and seal this 28 day of JAN., 1997.

 Penny M. Eckert
Notary Public
P.O. Box 1154
(address) Granby, CO 80446

OPERATOR:
Heritage Cablevision of Colorado, Inc.
d/b/a TCC Cablevision of the Rockies, Inc.

By: [Signature]

Name: [Signature] Richard E. Franklin
Authorized Officer

Title:

STATE OF Colorado)
COUNTY OF Denver) ss.

Before me, a notary public in and for said County and State, appeared Richard E. Franklin known to me to be the Authorized Officer of Heritage Cablevision of Colorado, Inc., and executed the foregoing Cable Television Bulk Billing Agreement (Hotel-Owner Installed) on behalf of the corporation.

Witness my hand and seal this 21st day of February, 1997.

(S E A L) [Signature]
Notary Public

My commission expires: 9-5-00 (address) _____



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EXHIBIT A

To Cable Television Bulk Billing Agreement (Hotel-Owner Installed) dated

February 1, 1997

Between

Charles Kloeber d/b/a Bluebird Motel

and

Heritage Cablevision of Colorado, Inc. d/b/a TCI Cablevision of the Rockies, Inc.

Legal Description

Unincorporated Grand County, State of Colorado

Pine Beach Subdivision,

Block 9,

Lot 3 & Tract App. 30' X 100' South of said lot



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EXHIBIT B

Attached to and Forming a Part of the Cable Television Bulk Billing Agreement
between Charles Kloeber d/b/a Bluebird Motel, as Owner
and Heritage Cablevision of Colorado, Inc., as Operator

Description of Service**Guest Rooms**

12 guest rooms with basic service at \$13.49/unit/month for \$161.88 monthly payment

Any public or common areas (other than bars or restaurants), will be billed at the commercial rate, which varies depending on the use of the area. Outlets in public or common areas may not have any premium services such as HBO, Cinemax, Showtime, Disney, Starz, Encore, pay-per-view movies or the like. Typical common areas in Premises such as these would be a lobby, office, laundry room, conference room or the like. Areas where any commercial enterprise is in operation would be contracted separately.

Any bars, restaurants or retail outlets on the Premises will contract separately for their cable services.

This agreement is valid only if executed by February 15, 1997 by Owner.

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U. S. Patent - Grand Lake

The United States of America, To all to whom these presents shall come, Greeting: Certificate No. 404
 Whereas there has been paid to the General Land Office of the United States a certificate of the Register of the Land Office at Central City, Colorado, which it appears that pursuant to Section 2286 of the Revised Statutes of the United States, full payment has been made by John S. Mills Chairman of the Board of Land Commissioners of Grand Lake, Colorado, for the lot or parcel of land described as follows, Beginning at Corner No. 1, 6 links N. and 20 links W. of quarter corner on S. 1/4 between sections 6 and 31, T. 3 and 4, N. R. 70 to 71, then South 77° 45' East 79.96 Chains to corner No. 2, then South 12° 15' W. 20.02 Chains to corner No. 3, then North 77° 45' W. 80.02 Chains to corner No. 4, then North 12° 15' E. 20.02 Chains to corner No. 1, the place of beginning, containing one hundred and six acres, and covering a part of sections 6 and 31 in T. 3 and 4, N. R. 70 and 71, in the North Platte Range and in the 1st of the North Principal Meridian in Colorado according to the official plat of the survey of the said lands returned to the General Land Office by the Surveyor General - Now know ye, that these premises, granted by the United States unto the said John S. Mills the tract of land above described, together with the said tract of land with the appurtenances thereof, unto the said John S. Mills in trust for the use, benefit and profit of the occupants of the County of Grand, according to their respective interests, and this survey done in trust as aforesaid, and there is received for the lands hereby granted, a receipt of way & return of six links or enough to be created by the authority of the United States - In testimony whereof, Theodore Roosevelt, President of the United States of America, has caused these letters to be made public, and the seal of the General Land Office to be hereunto affixed - Given under my hand at the City of Washington, this 13th day of May in the year of our Lord one thousand nine hundred and seven, and of the Independence of the United States the one hundred and thirtieth -
 By the President, J. Roosevelt By H. M. McKean Secretary
 C. H. Busch, Receiver of the General Land Office

Rec. Minn. Vol 444 Pages 277 & 278 -

Seal

Filed for record on the 13th day of June ad 1907
 at 9 o'clock AM
 H. H. Hager
 Recorder



January 10th, 2021

To: Mayor Kudron and Board of Trustees

From: Kimberly White, Town Planner

RE: Major Land Use Development at 505 Grand Avenue; Final Development Application

Location: Legal description: Subdivision: Town of Grand Lake; Block 19; Lots 9-14; also known as 505 Grand Avenue, Grand Lake



Purpose:

The applicant is applying for a subdivision which requires a sketch approval, a preliminary plat hearing, and a final development hearing. This meeting will discuss the requirements for, and review of the Final Development application submitted to the Town by the applicant.

Final Development Application: The Final Development Application is intended to provide the specific design components of the Preliminary Development Application and for the review of additional items not required by the Preliminary Development Application. The completed application shall be known as the Final Development Application.



Background:

On October 26th, notice was sent to all referral agencies to gather feedback for the proposed development plan. All items have been resolved. Final plat contains a note about the Mountain Parks Electric agreement.

On November 3rd, 2021 the applicant shared the sketch plan ideas with the commission and a motion was made to recommend the sketch plan with six affordable housing units on the front 50' feet of the commercial lot. The allowance of housing units on the front 50' of the commercial zone requires a variance and deed restriction agreements to be in place. The applicant also requested a variance for the requirement of 6 parking spaces for the workforce housing units.

On November 17th, the Planning Commission heard the preliminary development plan at a public hearing that was properly noticed. They unanimously voted to recommend the approval of the preliminary development with conditions of approval of variances for affordable housing units.

On November 22nd, 2021, The Board of Trustees voted in favor of the preliminary development plan and voted in favor of the variances to allow reduced parking requirements and affordable housing units in the first 50' of the commercial lot conditionally upon the implementation of affordable housing units (BoT Resolution 40-2021, 41-2022).

PC1 On December 15th, 2021, the Planning Commission voted to recommend the final development plat for approval by the Board of Trustees with the conditions of deed restriction on the proposed 6 affordable housing units (PC Res. 19-2021).

On January 5th, 2022, the Planning Commission voted to recommend the consolidation of lots 9-14, contingent on lots being under the same ownership with proof thereof satisfactory to the Town (PC Res 01-2022).

Municipal Code excerpts (full text attached and highlighted):

PC95 **12-6-1 Title**

An Article establishing rules, regulations and standards governing the Subdivision of Land and/or Structures (airspace condominiums and other types of property divisions) within or proposed to be annexed to the Town of Grand Lake, setting forth the procedure to be followed by the Planning Commission in applying and administering these rules, regulations and standards, and setting forth the penalties for the violation thereof as established by the State of Colorado.

12-9-9 Violations and Penalties

PC137 Whoever, being the owner, or agent of the owner, of any land located within a development transfers or sells or agrees to sell or negotiates to sell any land by reference to or exhibition of or by use of a Plan or Plat of a development before such Plan has been approved by the Grand Lake Planning Commission and Board of Trustees and recorded or filed in the Office of the Town Clerk, shall forfeit and pay a penalty of Three Hundred Dollars (\$300.00) for each Lot or Parcel so transferred or sold or agreed or negotiated to be sold...



12-6-5 Definitions

PC102

Subdivision – “Subdivision” means the division of property into two or more parcels, separate interest, or interests in common, sites or lots for the purpose whether immediate or future, or transfer of ownership or building development.

12-6-6 Preliminary and Final Plat Procedures – General

PC104

(D) Subdivisions of all sizes, shall follow the Land Use Development Procedures and Standards outlined in Chapter 12:Article 9:Land Development Regulations.

12-9-2 Major Land Use Development Review Procedures and Submittal Requirements

PC113

(A) The application for a Land Use Development shall be subject to a three-phased review process composed of the following:

1. Sketch Plan: completed Nov. 3rd, 2021
2. Preliminary Development Application: completed at Nov. 17th, 2021 Planning Commission and approved at November 22nd, Board of Trustees Meeting.
3. Final Development Application: December 15th, 2021 Planning Commission meeting voted to recommend approval with conditions. Review to take place at the January 10th, 2022 Board of Trustees meeting.

(D) Preliminary Development Application:

PC114

Outstanding items:

- 7% public Land dedication, and School dedication or in lieu fee.
- Master Declarations for each Local Employee Residence.

(E) Final Development Application:

2. Final Development Application Submission Requirements: The Final Development Plan shall include all of the drawn and graphic information required in the Preliminary Development Application in its finalized, detailed form. In addition, the following items shall be submitted:

...(b) Any required dedication documentation and/or bonds; and

PC124

...(g) An exact copy of a certificate of a title insurance company or abstract of title suitably certified or certificate of title or title opinion submitted by an attorney which shall set forth the names of all owners of property included in the Plat and shall include a list of all mortgages, judgments, liens, easements, contracts and agreements of record, which shall affect the property covered by such plats; and

(h) Master Declarations for each Local Employee Residence; and...



12-9-10 Standards:

(C) General Information

2. Dedications

PC138

(c) In addition, dedication of land or payment of fees in lieu of land dedications for public purposes as per of these Regulations is required before approval of the Final Plat or Plan by the Town Board of Trustees.

12-10-3 Inclusionary Zoning

(A) Purpose:

PC168

1. The purpose of this Section is to mitigate the impact of market rate housing construction on the limited supply of available land suitable for housing, and to increase the supply of housing that is attainable to a broad range of persons who work in the Town...

2. This Section requires new residential development to provide at least 10% of the housing that it produces to be attainable to lower and moderate income households as further defined in the Local Employee Residency Requirements and Guidelines (attached). Local Employee Residences shall be obtainable by persons having lower and median incomes, paying not more than 33% of their household income for mortgage principal and interest payments, insurance, and property taxes including Homeowners' Association assessments...

3. ... For this reason, deed restrictions or other methods that assure that prices remain attainable over time are necessary.

(C) Applicability: Local Employee Residences shall be required as a condition of approval for all residential and mixed-use developments including ...subdivisions...

(E) Residential Development Requirements:

2. Determination of Mix Units....The calculation shall assume a 95% loan to value ratio, and a 30-year mortgage at prevailing interest rates. The average price may be achieved by providing units attainable to households not greater than 110% of the Maximum Income Limits as set forth in the (Town's Local Employee Residency Requirements and Guidelines).

PC185

	Category 1 80%	Category 2 110%
Studio	\$171,278	\$280,460
1-Bedroom	\$192,112	\$309,107
2-Bedroom	\$254,615	\$395,049
3-Bedroom	\$312,635	\$474,826
4-Bedroom	\$362,892	\$543,724

*Updated with 2021 CHFA figures. Assumptions per code with current interest rate of 3.3% PC240



Taken from the LERP guidelines:

Minimum Square Footage: Assurance of a minimum square footage is a function of these Guidelines and Requirements. Local Employee Residences will be as livable with regard to habitable space as any market-rate dwelling unit, based upon the following table of minimum square footage and in accordance with all applicable zoning requirements.

PC182

MINIMUM SQUARE FOOTAGES	Min. Sq. Feet
Unit Type	
Studio	500
1-Bedroom	750
2-Bedroom	1000
3-Bedroom	1,200

5. Deed Restrictions. All Local Employee Residences required by this Section shall be deed restricted, in accordance with the requirements of the Local Employee Residency Requirements and Guidelines... Prior to the issuance of any building permit within the development, the Town shall have an approved, executed and recorded deed restriction for all Local Employee Residence lots or units ...

PC171

(F) Local Employee Residency Plan

1. All applications for approval of a new subdivision... containing five (5) or more residential units, shall be accompanied by a Local Employee Residency Plan...The local Employee Residency Plan shall include, but shall not be limited to, the information specifically required by the (Town's Local Employee Residency Requirements and Guidelines).

PC172

2. Upon receipt of a complete proposed Local Employee Residency Plan... The Town Planner may make a recommendation ... Following receipt of the Town Planner's recommendation, and as a part of the Town's procedures for review and final approval of any application for ... subdivision containing five (5) or more residential units, the Town Board ...may approve the Plan, approve the Plan with appropriate conditions consistent with the Town's Local Employee Residency Requirements and Guidelines, or deny approval of such Plan. No application for ... subdivision containing five (5) or more residential units, shall be granted unless the Local Employee Residency Plan is approved or approved subject to conditions by the Town.

5. Board of Trustees Review

(a) After receipt of recommendation from the Planning Commission, but prior to any final action by the Board of Trustees, the developer shall submit all of the following items to Town staff in a form and manner acceptable as applicable:

1. All Dedications, Reservations, or agreements concerning parks, school sites, and access roads are subject to Grand Lake Board of Trustees approval...

PC127



2. A signed warranty deed conveying seven percent (7%) of such land designated for public use or, at the discretion of the Board of Trustees, a certified check for an amount as may have been agreed to at the time the Preliminary Development Application was approved...

(b) The Town Board of Trustees shall review the Final Development Application within thirty-five (35) days of receipt of transmittal from the Planning Commission at a regularly scheduled public meeting...

PC128

2. If the Final Development Plan is approved subject to conditions, the formal acceptance and recording of such approval shall not be made until the applicant has obtained the signature of the Mayor of the Town on the Plat or Plan face. All conditions must be satisfied before any Town signatures are affixed thereto.

Board Discussion:

- 7% public Land dedication, and School dedication or in lieu fee.
- Deed restriction discussion for Local Employee Residency requirement
- Meeting minimum square footage requirement for each housing category
- Titlework requirement dealing with the lot consolidation/recording

Board Action

The Board has the following options:

1. Approval of the final development application with the following conditions:
 - a. Prior to the issuance of additional building permits within the development the Applicant will record, with the County, a deed restriction for attainable housing on the parcel, prior to obtaining any building permit, thus restricting the units for sale to Local Employee Residency and not sold at market rate, unless otherwise approved by the Board.
 - b. Master declarations for each Local Employee Residence must be submitted for review.
 - c. Lots 9-14 must be consolidated and recorded prior to issuance of additional building permits.
 - d. No lots or units may be sold and no certificate of occupancy will be issued for any lot or unit until the property has been legally consolidated and subdivided.
2. Continue the hearing to a time that is sufficient for the developer to amend the application.
3. Deny application, citing desired specific changes

applicant submission material

PC3-5 final plat
 PC6 Landscape Plan
 PC7-8 site plan
 PC9-14 Layout of units/size
 PC17-20 Application and Payment Agreement
 PC23-26 Referral Agency emails
 PC 27-29 Applicant Narrative of requirements met

applicant submission material

PC30 Drainage/sewer/water reqs
 PC31-32 Applicant Affordable Estimate
 PC34-56 Soil/engineering study
 PC57-59 Materials
 PC 60-72 Titlework/ Deed
 PC 73- 93 Exceptions to title

**TOWN OF GRAND LAKE
PLANNING COMMISSION
RESOLUTION NO. 19-2021**

A RESOLUTION APPROVING FINAL DEVELOPMENT APPLICATION OF 505 GRAND AVENUE; ALSO KNOWN AS LOTS 9-14, BLOCK 26 TOWN OF GRAND LAKE

WHEREAS, Owners PLK, LLC and Grand Sunset, LLC submitted a final development application for proposed subdivision “Portal Crossing” located on lots 9-14, Block 26, Town of Grand Lake.

WHEREAS, on November 3, 2021, the Planning Commission recommended approval of the Sketch Plan with six affordable housing units, contingent on acquiring a variance to allow residential units in the front 50’ of the commercial lot; and

WHEREAS, Chapter 12, Article 9, Land Development Regulations, of the Municipal Code indicate the Major Land Use Development Review Procedures and Submittal Requirements, for subdivisions located within the Town of Grand Lake, must submit a Preliminary Plat Application prior to proceeding to the submittal of the Final Development Application; and

WHEREAS, on November 17, 2021 the Planning Commission recommended approval for Preliminary Plat for the proposed Portal Crossing subdivision; and

WHEREAS, on November 22, 2021 the Board of Trustees approved variances to allow residential use in the first 50’ of the commercial zoned lots, contingent on the units being restricted to affordable housing units; and

WHEREAS, on November 22, 2021 the Board of Trustees approved Preliminary Plat for proposed Portal Crossing; and

WHEREAS, Chapter 12, Article 9, Land Development Regulations, Of the Municipal Code states Final Plat shall be reviewed by the Planning Commission at a regularly scheduled meeting; and

WHEREAS, on December 15, 2021 the Planning Commission reviewed a Final Plat submittal for the proposed Portal Crossing subdivision at a regularly scheduled meeting; and

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE TOWN OF GRAND LAKE, COLORADO,

THAT, the Planning Commission hereby approves Final Plat proposed Portal Crossing subdivision; and

THAT, the Planning Commission’s approval is subject to the following condition(s):

- a. Prior to the issuance of additional building permits within the development the Applicant will record, with the County, a deed restriction for attainable housing on the parcel, prior to obtaining any building permit, thus restricting the units for sale to Local Employee Residency and not sold at market rate, unless otherwise approved by the Board.
- b. Master declarations for each Local Employee Residence must be submitted for review.
- c. Lots 9-14 must be consolidated prior to issuance of additional building permits.
- d. No lots or units may be sold and no certificate of occupancy will be issued for any lot or unit until

the property has been consolidated and subdivided.

DULY MOVED, SECONDED AND ADOPTED BY THE PLANNING COMMISSION OF THE TOWN OF GRAND LAKE, COLORADO THIS 15TH DAY OF DECEMBER 15, 2021.

(S E A L)

Votes Approving: 4
Votes Opposed: 0
Absent: 2
Abstained: 0

ATTEST:

TOWN OF GRAND LAKE

/s/
Jenn Thompson, Town Clerk

/s/
James Shockey, Chairman

NOTES:

1. APPLICANT: Grand Sunset LLC
P.O. Box 11 Grand Lake CO 80447
2. For title, reference is hereby made to Land Title Guarantee Company, NO. ABS60012314.
3. All interior property lines common to Lots 9-14 are vacated by this plat.
4. Per this plat, a blanket easement upon, across, above, over, under and through the subject property is granted to Mountain Parks Electric, Inc. for the purpose of ingress to and egress from, and the installation, repair, replacement, operation and maintenance of an electric distribution system, including electric lines and all associated facilities.

All Townhome buildings within this subdivision shall have electric meters on one unit (gang metering) and have a perpetual, non-exclusive utility easement for the purpose of constructing and operating the electric supply for distribution. All wires and other facilities such as conduit, switches and meter boxes but not individual meters, installed on the above described lands shall be the property of Portal Crossing. All meters shall be the property of Mountain Parks Electric, Inc.

With respect to the electric utility easement granted hereby, no structure shall be allowed closer than ten feet (10') from any primary voltage power lines or within ten feet (10') around any above ground equipment. No other utility line (whether gas, water, sewer or other utility) shall be allowed closer than five feet (5') from any primary voltage power lines or within five feet (5') around any above ground equipment. Notwithstanding the foregoing, underground communication facilities shall not be allowed closer than one foot (1') to any power lines and above ground communication facilities shall not be closer than two feet (2') to any above ground electric facilities. No grade changes (fill or cut) in excess of six inches (6") are permitted within ten feet (10') of any primary electric line or within five feet (5') of any other facility, including secondary electric lines, without prior written authorization from Mountain Parks Electric, Inc.

FINAL PLAT

505 Grand Avenue Portal Crossing

A replat of Lots 9 - 14, Block 26, Town
of Grand Lake, Grand County, Colorado

Part of Sec. 6 T3N R75W of the 6th P.M.

DEDICATION:

Know all men by these presents:

That Grand Sunset, LLC, a Colorado Limited Liability Company, is the owner of that real property in the Town of Grand Lake, Colorado, described as follows:

Lots 9, 10, 11, 12, 13 & 14, Block 26.

That they have caused said real property to be laid out and surveyed as Portal Crossing and does hereby cause said property to become one single Lot and does hereby cause said property indicated as Open Space to be owned by the Portal Crossing Owners Association.

In witness whereof, Grand Sunset, LLC, a Colorado Limited Liability Company, has caused its name to be hereunto subscribed this ____ day of _____, 20____.

By: Patricia L. Kreutzer
For: Grand Sunset, LLC, a Colorado Limited Liability Company

State of Colorado)
County of Grand) ss

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Patricia L. Kreutzer as authorized representative of Grand Sunset, LLC, a Colorado Limited Liability Company.

My Commission Expires:

Notary Public

LIENHOLDER'S CERTIFICATE:

BY:
For: Joseph D. Freund Irrevocable Trust

STATE OF _____)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as authorized representative of Joseph D. Freund Irrevocable Trust.

My Commission Expires:

Notary Public

KEY:

- A. - EXTANT PLSS CORNER NOTED. FOUND 1950 BUREAU OF LAND MANAGEMENT BRASS CAP.
 - B. - FOUND 1/2" REBAR
 - C. - FOUND PLASTIC CAPPED, 5/8" REBAR STAMPED PLS 26698.
 - D. - FOUND ALUMINUM CAPPED, 1/2" REBAR SCRIBED Is 25971.
 - G. - FOUND PLASTIC CAPPED, 1/2" REBAR SCRIBED Is 25971.
 - e - OVERHEAD ELECTRIC LINE.
 - w - APPROXIMATE WATERLINE
 - s - APPROXIMATE SEWERLINE
 - b.o.b. = basis of bearings along the line between monuments shown.
- GPS = GLOBAL POSITIONING SYSTEM, INCLUDING RUSSIAN GLONASS AND EUROPEAN GALILEO.
- RTK = REAL-TIME KINEMATIC.
- BEARINGS: A "bearing" (NW/SE, NE/SW) is a mathematical value, with identical reciprocal values. Bearings do not "go" in any direction.



BOARD OF TRUSTEES CERTIFICATE

Approved this ____ day of _____, 20____, by the Grand Lake Board of Trustees.

Mayor

Attest:
Town Clerk

By:
For: Indicate Capital Fund 1, LLC
A Delaware Limited Liability Company

LIENHOLDERS CERTIFICATE:

STATE OF _____)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ for Indicate Capital Fund 1, LLC, a Delaware Limited Liability Company.

My Commission Expires:

Notary Public

By:
For: Grand Corner, LLC
A Colorado Limited Liability Company

LIENHOLDERS CERTIFICATE:

STATE OF _____)
COUNTY OF _____) SS

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ for Grand Corner, LLC, a Colorado Limited Liability Company.

My Commission Expires:

Notary Public

I, w ward, a Land Surveyor, do hereby certify that this plat of Portal Crossing shows the result of a field survey done by me or under my responsible charge, based on facts known to me, complies with applicable statutes set forth in Article 38 Title 51 of the Colorado Revised Statutes and the Subdivision Regulations of the Town of Grand Lake, and the monuments required by 38-51, and the Town of Grand Lake have been placed on the ground.

w ward - surveyor

<p>Azimuth Survey Company P.O. Box 653 Fraser, Colorado 80442 f800-725-2734 p970-531-1120</p>
<p style="text-align: center;">FINAL PLAT Portal Crossing 505 Grand Avenue A Replat of Lots 9 - 14, Block 26, Town of Grand Lake, Grand County, Colorado Part of Sec. 6 T3N R75W of the 6th P.M. SHEET 1 OF 3</p>
<p>DATE: 10-14-21, 11-08-21, 12-01-21 SCALE: 1 IN = 20 USFT BY: ww JOB: A14-32</p>

FINAL PLAT

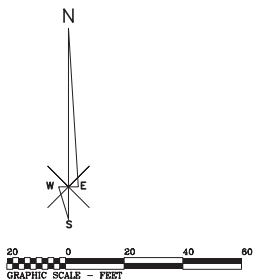
505 Grand Avenue

Portal Crossing

A replat of Lots 9 – 14, Block 26, Town of Grand Lake, Grand County, Colorado

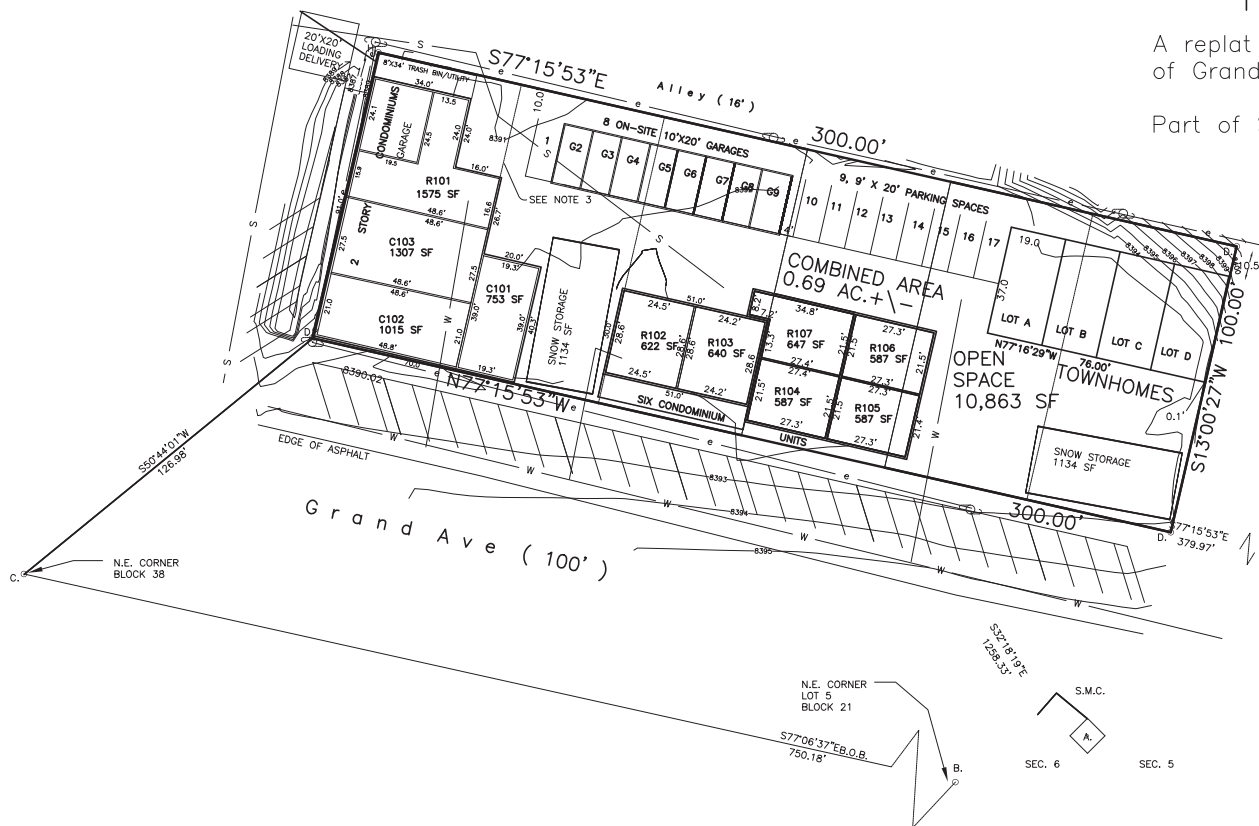
Part of Sec. 6 T3N R75W of the 6th P.M.

MAIN FLOOR
SHEET 2 OF 3



CONTOUR INTERVAL: 1'

DATUM: NAVD29 - THE SURFACE OF GRAND LAKE IS THE ELEVATION OF 8367.0'.



Azimuth Survey Company
P.O. Box 653 Fraser, Colorado 80442
f800-725-2734 p970-531-1120

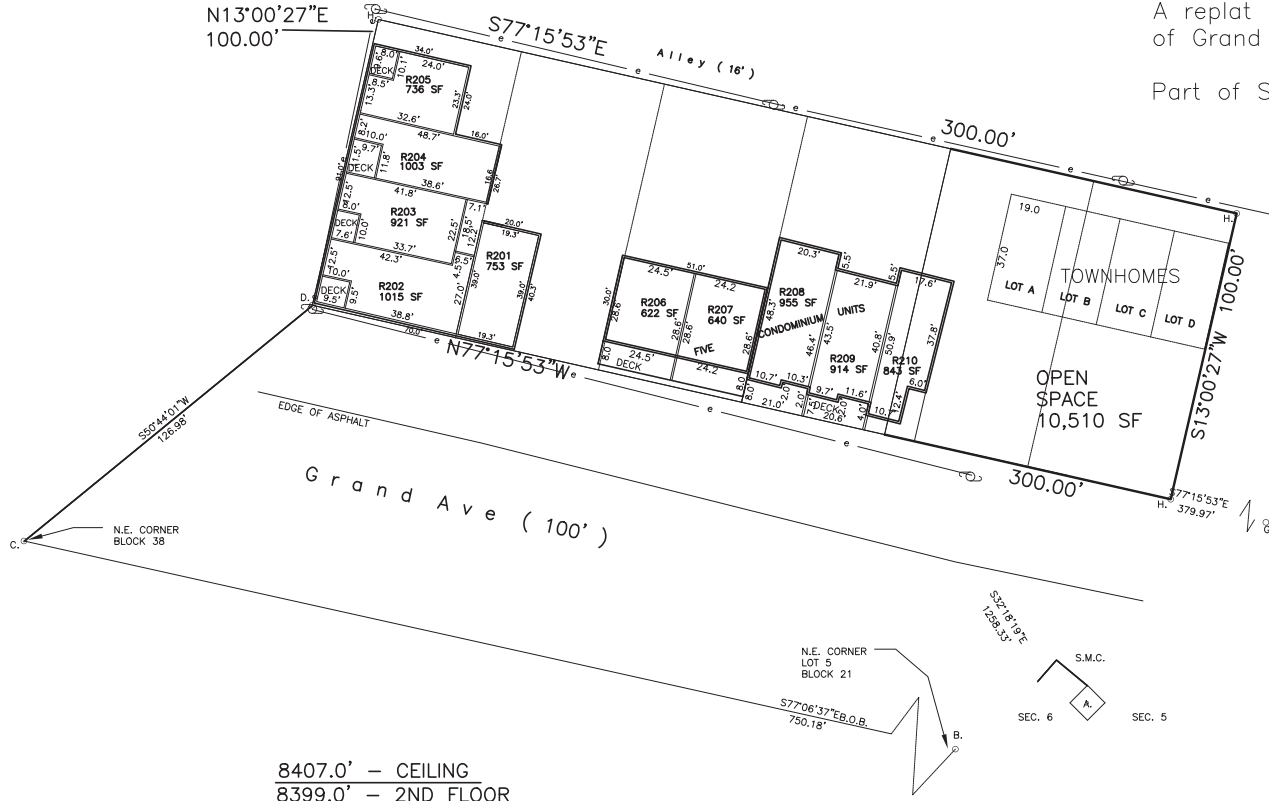
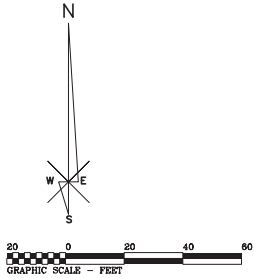
FINAL PLAT
Portal Crossing
505 Grand Avenue
A Replat of Lots 9 – 14, Block 26, Town of Grand Lake, Grand County, Colorado
Part of Sec. 6 T3N R75W of the 6th P.M.
SHEET 2 OF 3
DATE: 08-23-21, 10-14-21, 11-08-21, 12-01-21
SCALE: 1 IN = 20 USF 67: ww JOB: A14-32

FINAL PLAT 505 Grand Avenue Portal Crossing

A replat of Lots 9 – 14, Block 26, Town of Grand Lake, Grand County, Colorado

Part of Sec. 6 T3N R75W of the 6th P.M.

SECOND FLOOR
SHEET 3 OF 3



8407.0' – CEILING
8399.0' – 2ND FLOOR
8391.0' – FLOOR
ELEVATION VIEW

8409.8 – CEILING
8401.8 – 2NDFL
8392.7 – FLOOR
ELEVATION VIEW

Azimuth Survey Company P.O. Box 653 Fraser, Colorado 80442 f800-725-2734 p970-531-1120	
FINAL PLAT Portal Crossing 505 Grand Avenue A Replat of Lots 9 – 14, Block 26, Town of Grand Lake, Grand County, Colorado Part of Sec. 6 T3N R75W of the 6th P.M.	
SHEET 3 OF 3	
DATE: 08-23-21, 10-14-21, 11-08-21, 12-01-21 SCALE: 1 IN = 20 USFT BY: ww JOB: A14-32	

505 GRAND AVE. - LOTS 9-14
505 GRAND AVENUE
GRAND LAKE, CO.

PROJECT # 19-089		
DRAWING TITLE		
LANDSCAPE PLAN		
DATE	11.17.21	
DRAWN	CHECKED	
MP	Checker	
Issue Record	Date	
Schematic Set	11.17.21	
#	REVISION	DATE

The information shown on this document represents the professional judgment and liability of the design professional and is not intended to be construed as a contract. The design professional shall not be held responsible for any errors or omissions on this drawing without the prior consent of Lodestone Design Group.

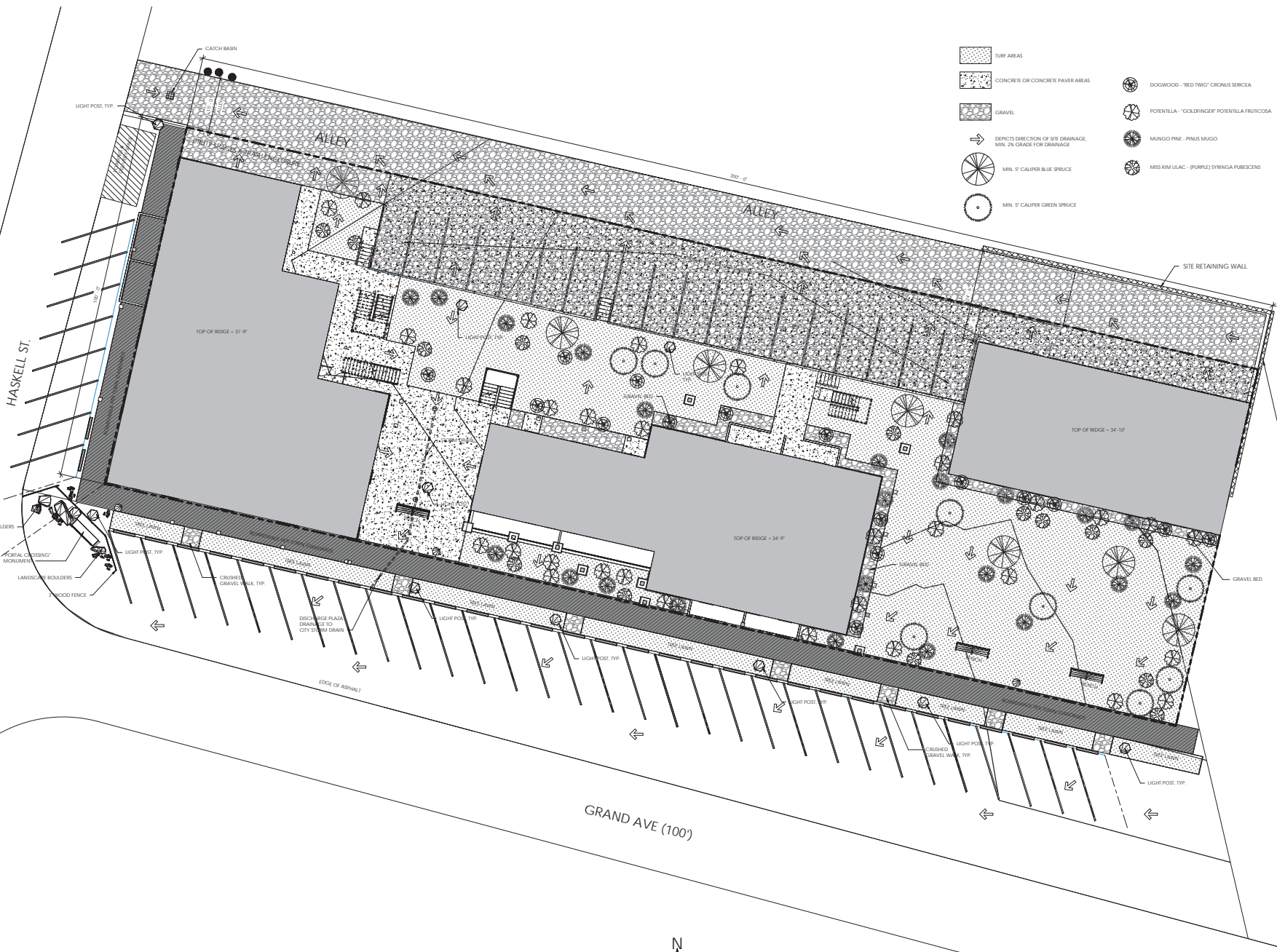
LODESTONE DESIGN GROUP
1000 WEST 10TH AVENUE
DENVER, CO 80202
PHONE: 303.733.8888
FAX: 303.733.8887
WWW.LODESTONEDESIGNGROUP.COM



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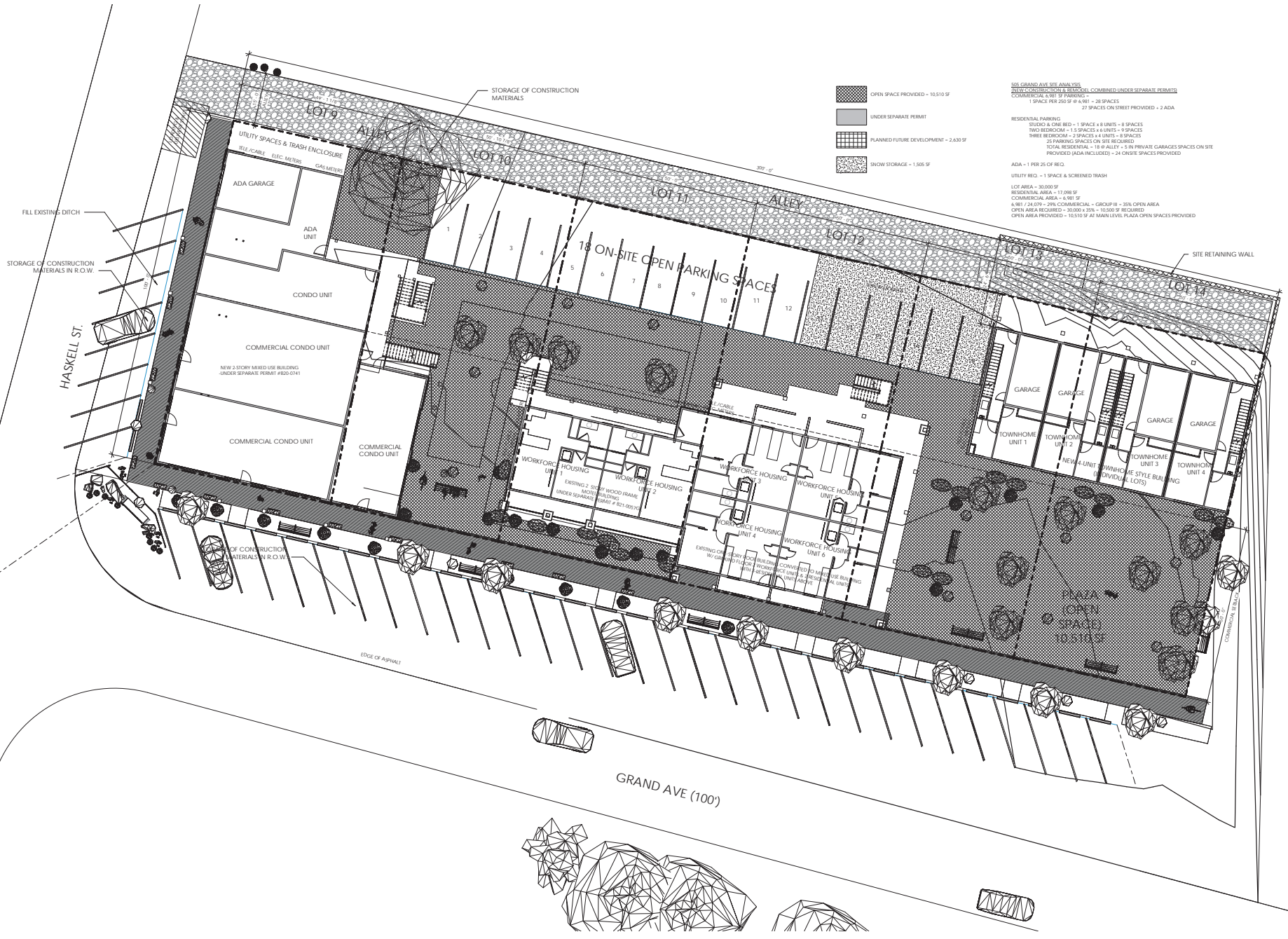
CONCEPTUAL DESIGN - NOT FOR CONSTRUCTION

- TURF AREAS
- CONCRETE OR CONCRETE PAVER AREAS
- GRAVEL
- DIRECTION OF SITE DRAINAGE, MIN. 2% GRADE FOR DRAINAGE
- MIN. 5' CALIPER BLUE SPRUCE
- MIN. 5' CALIPER GREEN SPRUCE
- DOGWOOD - 'RED TWIG' CRONUS SERICEA
- PORENTILLA - 'GOLDFINGER' PORENTILLA FRUTICOSA
- MUNGO PINE - PINUS MUGO
- MISS KIM LILAC - (PURPLE) SYRINGA PUBESCENS



1 LANDSCAPE PLAN
SCALE: 1" = 10'-0"





- OPEN SPACE PROVIDED - 10,510 SF
- UNDER SEPARATE PERMIT
- PLANNED FUTURE DEVELOPMENT - 2,630 SF
- SNOW STORAGE - 1,505 SF

SITE GRADING AND SITE ANALYSIS
 UTILITY CONTRIBUTION & SERVICE UNDER SEPARATE PERMITS
 COMMERCIAL USE OF FURNISHING - 4 SPACES
 1 SPACE PER 250 SF OF AREA - 28 SPACES
 27 SPACES ON STREET PROVIDED - 2 ADA

RESIDENTIAL PARKING
 STUDIO & ONE BED - 1 SPACE X 8 UNITS - 8 SPACES
 TWO BEDROOM - 1.5 SPACES X 4 UNITS - 6 SPACES
 THREE BEDROOM - 2 SPACES X 4 UNITS - 8 SPACES
 25 PARKING SPACES ON SITE REQUIRED
 TOTAL RESIDENTIAL - 18 IN ALLEY + 3 IN PRIVATE GARAGES SPACES ON SITE PROVIDED (ADA INCLUDED) - 24 ON-SITE SPACES PROVIDED

ADA - 1 PER 25 OF REG.
 UTILITY REG - 1 SPACE & SCREENED TRASH

LOT AREA - 30,000 SF
 RESIDENTIAL AREA - 17,098 SF
 COMMERCIAL AREA - 6,961 SF
 6,961 / 24,079 = 29% COMMERCIAL - GROUP 1B - 35% OPEN AREA
 OPEN AREA REQUIRED - 30,000 x 35% = 10,500 SF REQUIRED
 OPEN AREA PROVIDED - 10,510 SF AT MAIN LEVEL PLAZA OPEN SPACES PROVIDED

1 OVERALL SITE PLAN
 SCALE: 1" = 10'-0"

505 GRAND AVE. - LOTS 9-14
 505 GRAND AVENUE
 GRAND LAKE, CO.

PROJECT #: 19-089
 DRAWING TITLE: OVERALL SITE PLAN

DATE	BY	CHECKED
10/28/21	JVS	JVS
Issue Record	MP	JVS
Schematic Set	MP	JVS

#	REVISION	DATE

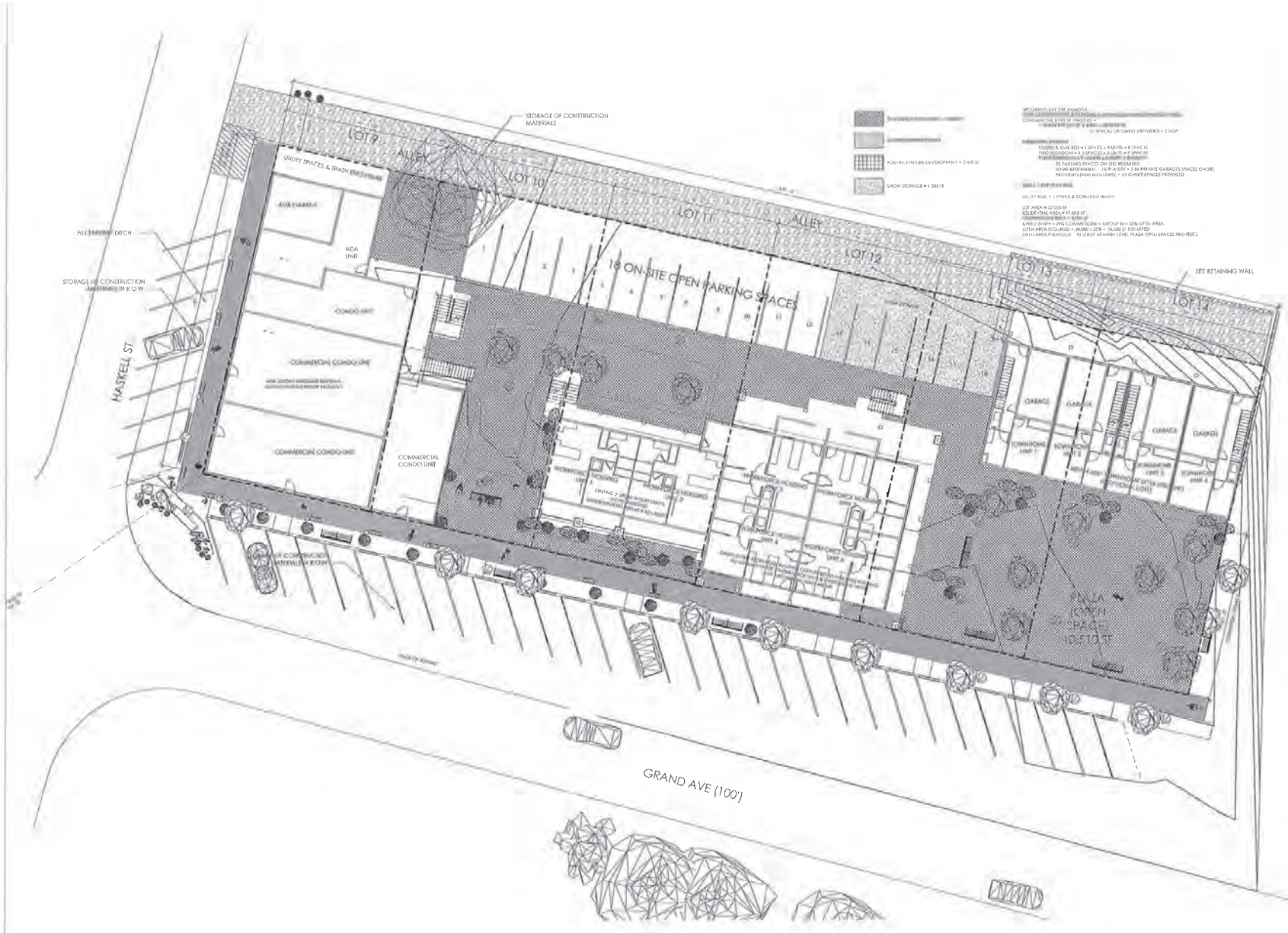
The information shown on this drawing represents the conceptual mechanical and electrical design. Reproduction and/or modification of this drawing without the prior consent of Lodestone Design Group is prohibited.

LODESTONE DESIGN GROUP
 1000 W. GRAND AVENUE, SUITE 100
 GRAND LAKE, CO. 80424
 PHONE: 303.731.8881
 FAX: 303.731.8882
 WWW.LODESTONEDESIGNGROUP.COM



CONCEPTUAL DESIGN - NOT FOR CONSTRUCTION

A0.0B



505 GRAND AVE. - LOTS 9-14
 505 GRAND AVENUE
 GRAND LAKE, CO.

PROJECT # 17-000
 DRAWING TITLE
 OVERALL SITE PLAN
 DATE 10/12/21
 DRAWN BY JACOB
 CHECKED BY JACOB
 SCALE 1" = 10'-0"
 DATE 10/12/21

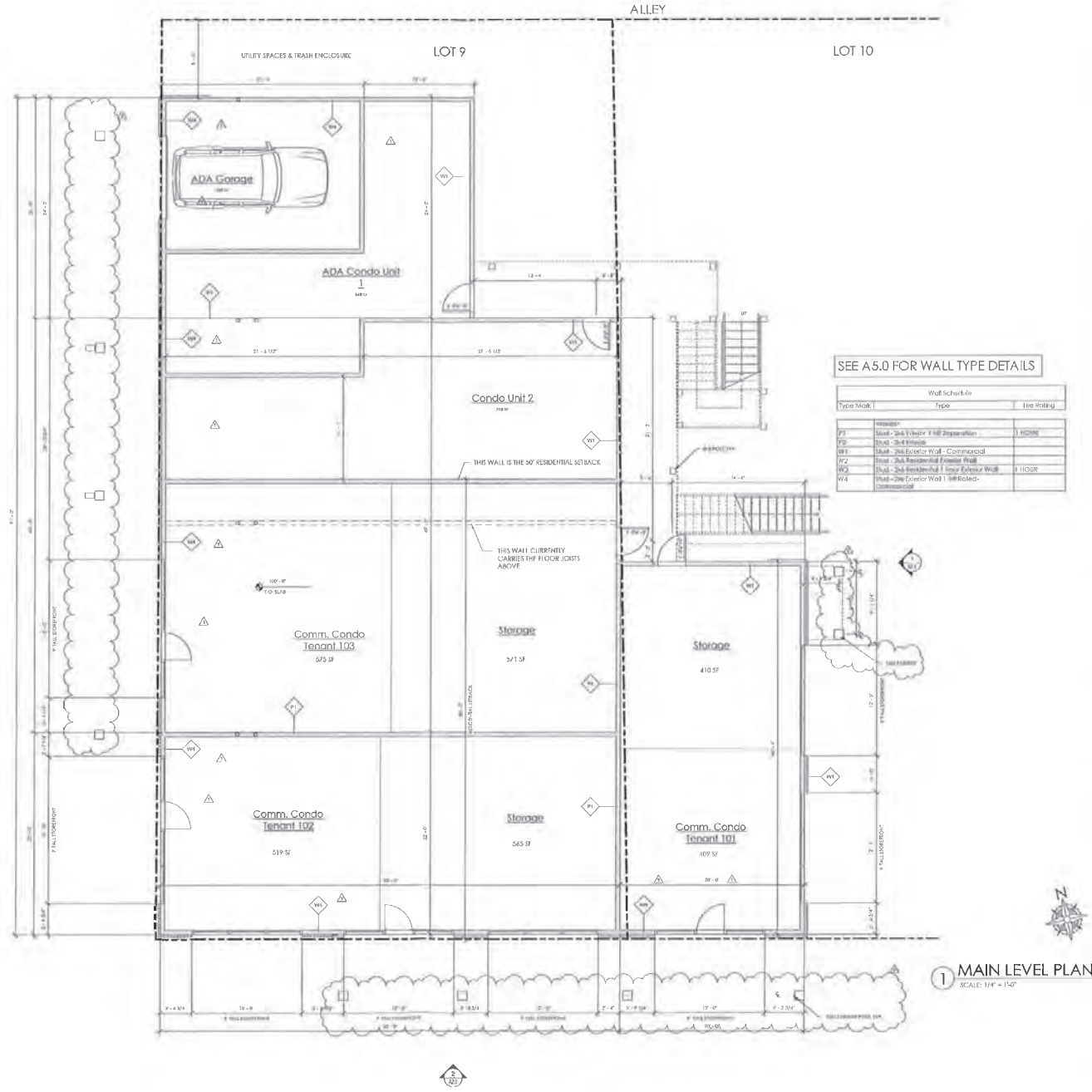
NO.	REVISION	DATE

1 OVERALL SITE PLAN
 SCALE: 1" = 10'-0"

CONCEPTUAL DESIGN AND CONSTRUCTION

LODESTONE DESIGN GROUP
 A0.0B

HASKELL ST



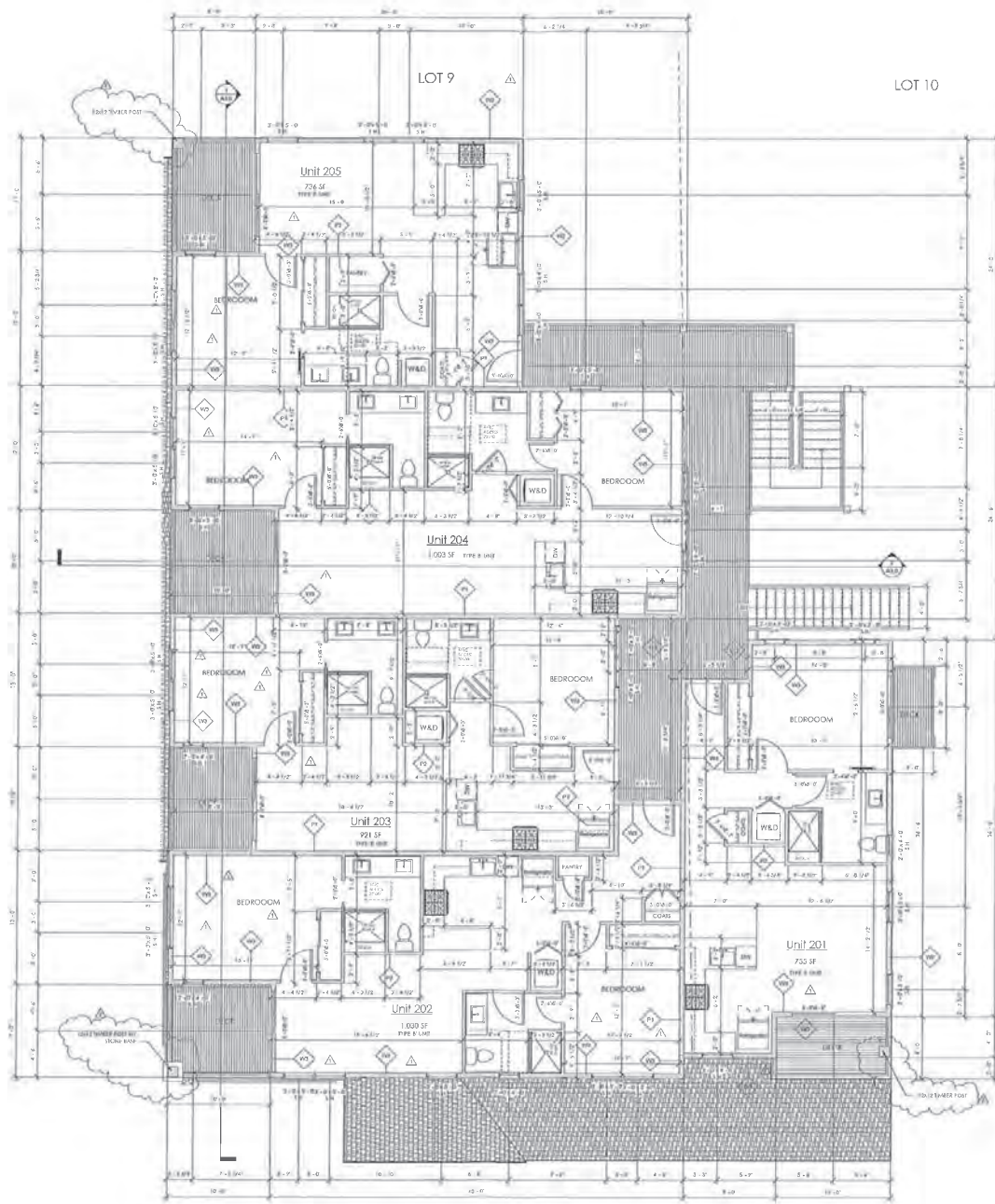
505 GRAND AVE. - LOTS 9 & 10
505 GRAND AVENUE
GRAND LAKE, CO.

PROJECT # 19-000	
DRAWING TITLE	
MAIN FLOOR PLAN	
DATE: 10.12.21	
DESIGNED	CHECKED
Author	Lead
DATE REVISION	DATE
1	10.12.21
2	
3	

CONCEPTUAL DESIGN - NOT FOR CONSTRUCTION



A1.1



SEE A.5.0 FOR WALL TYPE DETAILS

Wall Schedule		
Type #/ID	Type	Fire Rating
W1	Stud - 2x4 Interior / 1/2" Gypsum	1 HOUR
W2	Stud - 2x4 Interior	0
W3	Stud - 2x6 Exterior Wall - Commercial	2 HOUR
W4	Stud - 2x6 Reinforced 1 Hour Exterior Wall	1 HOUR
W5	Stud - 2x6 Exterior Wall 1 HR Rated - Commercial	

505 GRAND AVE. - LOTS 9 & 10
 505 GRAND AVENUE
 GRAND LAKE, CO.

PROJECT # 17-087	
DRAWING # 011	
UPPER LEVEL PLAN	
DATE	03/27/21
DESIGNED BY	CHUCK KEE
CHECKED BY	CHUCK KEE
APPROVED BY	CHUCK KEE
Issue Revised	Issue
See Remarks	10/17/21
See Remarks	10/17/21

#	REVISION	DATE
1	Clarify Comments	12/2/20
2	Column Rev	7/28/21

CONCEPTUAL DESIGN - NOT FOR CONSTRUCTION

LODESTONE DESIGN GROUP

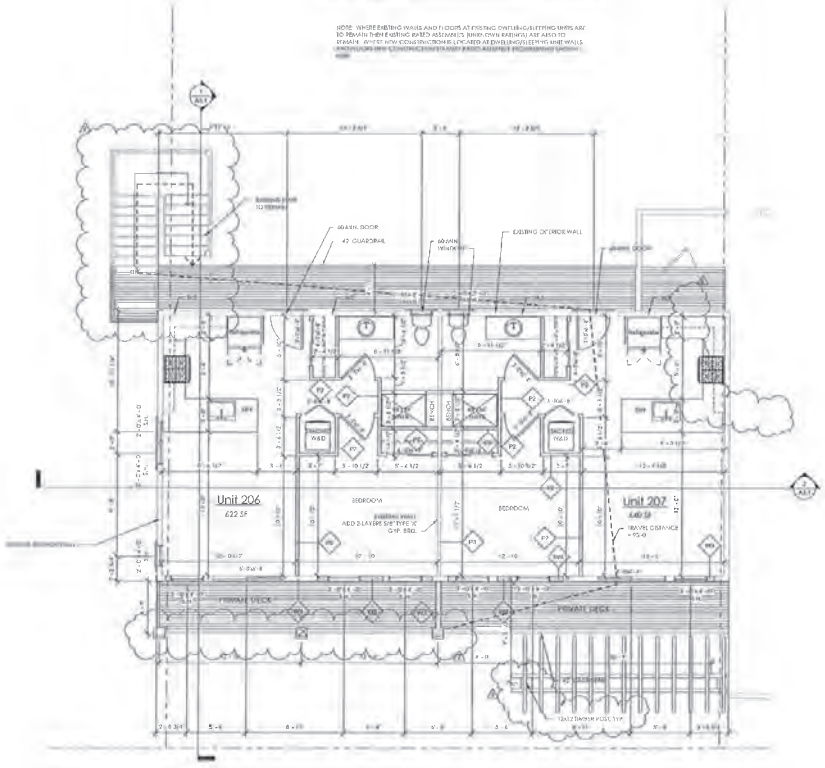
1 UPPER LEVEL PLAN
 SCALE: 1/4" = 1'-0"

A1.2

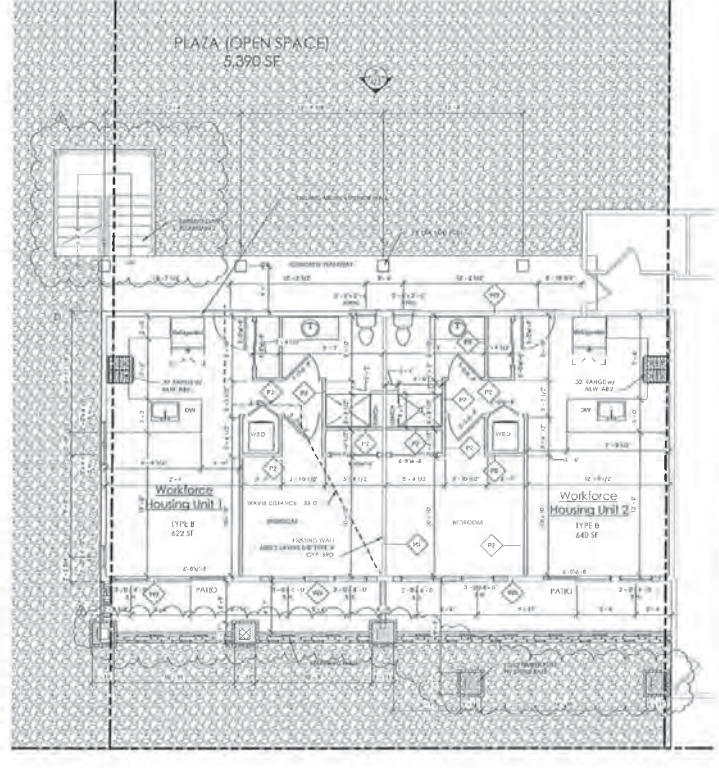
SEE A5.0 FOR WALL TYPE DETAILS

WALL SCHEDULE	TYPE	FIN. REF./C/P
W1	Block - 2x4 Interior	
W2	Block - 2x4 Exterior - 1 Hour	1 HOUR
W3	Block - 2x4 Exterior - 1 Hour - Commercial	
W4	Block - 2x4 Exterior - 1 Hour - Exterior Wall	1 HOUR

NOTE: WHERE FINISH WALLS AND FLOORS AT FINISH OVERLAPPING DETAILS ARE SHOWN, THERE SHOULD BE AN INTERLOCK. FINISH OVERLAPPING ARE SHOWN TO BE A PART OF THE CONSTRUCTION IS LOCATED AT FINISH OVERLAPPING LINE WALLS AND FLOORS ARE TO BE CONSTRUCTED WITH A FINISH OVERLAPPING SYSTEM.



2 UPPER LEVEL REMODEL PLAN
SCALE: 1/4" = 1'-0"



1 MAIN LEVEL REMODEL PLAN
SCALE: 1/4" = 1'-0"

CONCEPTUAL DESIGN - NOT FOR CONSTRUCTION

REVISIONS:

- NO. 1: REVISIONS TO THE ORIGINAL DESIGN.
- NO. 2: REVISIONS TO THE ORIGINAL DESIGN.
- NO. 3: REVISIONS TO THE ORIGINAL DESIGN.
- NO. 4: REVISIONS TO THE ORIGINAL DESIGN.
- NO. 5: REVISIONS TO THE ORIGINAL DESIGN.
- NO. 6: REVISIONS TO THE ORIGINAL DESIGN.
- NO. 7: REVISIONS TO THE ORIGINAL DESIGN.
- NO. 8: REVISIONS TO THE ORIGINAL DESIGN.
- NO. 9: REVISIONS TO THE ORIGINAL DESIGN.
- NO. 10: REVISIONS TO THE ORIGINAL DESIGN.

DATE: 10/12/21
SCALE: 1/4" = 1'-0"

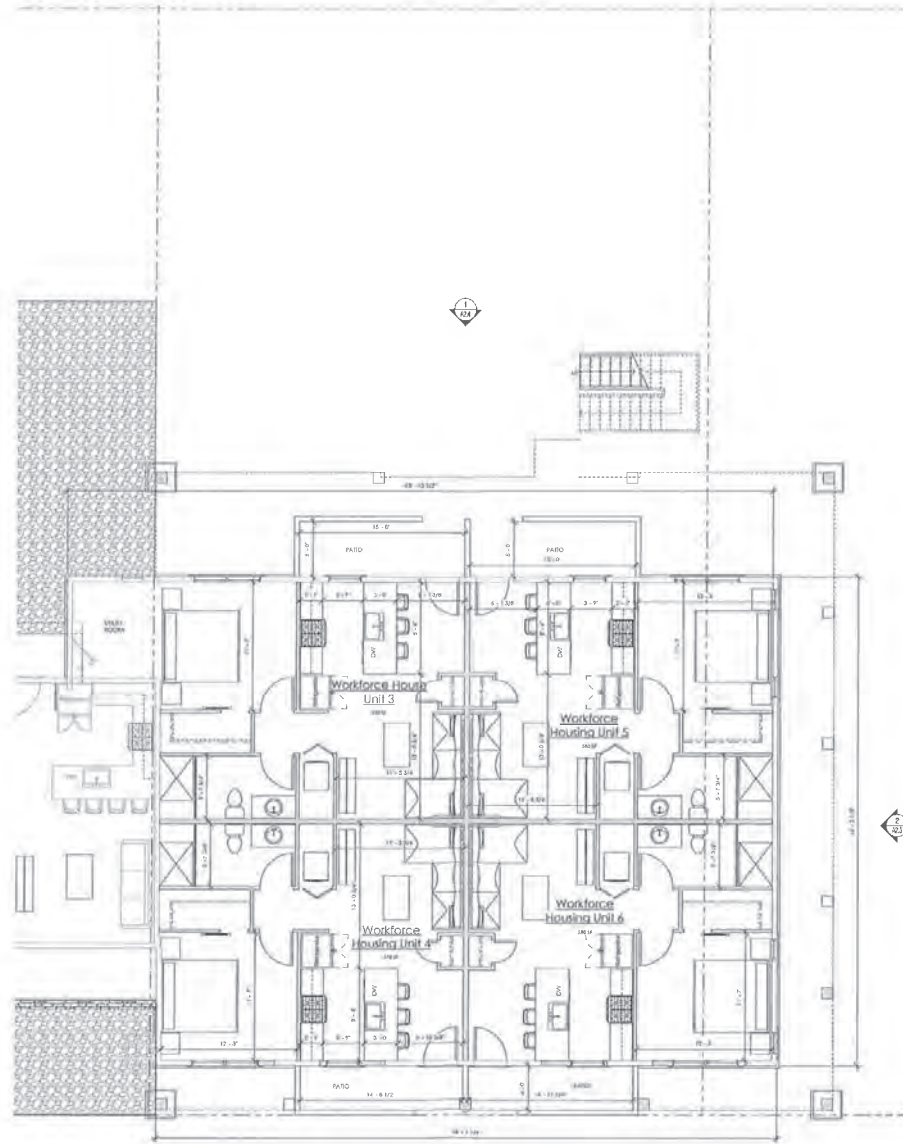
505 GRAND AVE. - LOTS 11 & 12
505 GRAND AVENUE
GRAND LAKE, CO.

PROJECT #	DATE
2021-001	10/12/21
2021-002	10/12/21
2021-003	10/12/21
2021-004	10/12/21
2021-005	10/12/21
2021-006	10/12/21
2021-007	10/12/21
2021-008	10/12/21
2021-009	10/12/21
2021-010	10/12/21

LODESTON DESIGN GROUP

CONCEPTUAL DESIGN - NOT FOR CONSTRUCTION

A1.1A



Units

1 PHASE 3 - MAIN LEVEL PLAN
SCALE: 1/4" = 1'-0"

505 GRAND AVE. - LOTS 11 & 12
505 GRAND AVENUE
GRAND LAKE, CO.

PROJECT #	17088
DRAWING TITLE	PHASE 3 - MAIN LEVEL PLAN
DATE	10/22/21
DRAWN BY	CARLEIGH
CHECKED BY	CHRISTOPHER
DATE	10/22/21

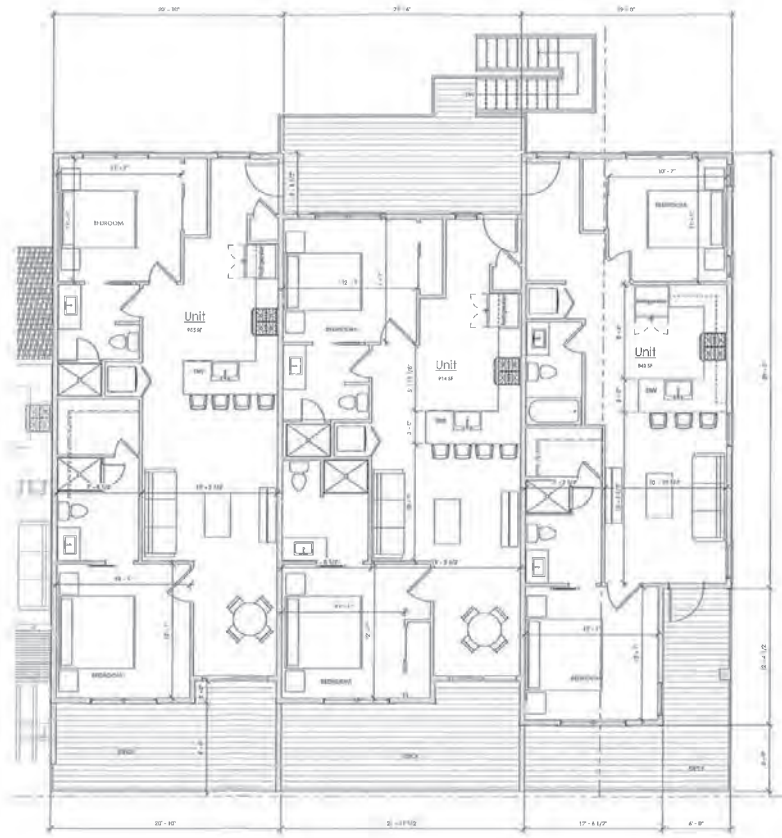
THIS DOCUMENT IS PREPARED FOR THE CLIENT'S USE ONLY. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF LODGESTONE DESIGN GROUP.

LODGESTONE DESIGN GROUP
200 WEST 10TH AVENUE
DENVER, CO 80202
TEL: 303.733.1111
WWW.LODGESTONEDESIGNGROUP.COM



CONCEPTUAL DESIGN - NOT FOR CONSTRUCTION

A1.1B



1 PHASE 3 - UPPER LEVEL PLAN

SCALE: 1/4" = 1'-0"

505 GRAND AVE. - LOTS 11 & 12
505 GRAND AVENUE
GRAND LAKE, CO.

PROJECT #	FD-08P
DRAWN BY	BDH
PHASE	PHASE 3 - UPPER LEVEL
DATE	10.12.21
DRAWN	LIJEL KLU
CHECKED	BDH
DATE	10.12.21
DESIGNED BY	SCHNEIDER
DATE	10.12.21

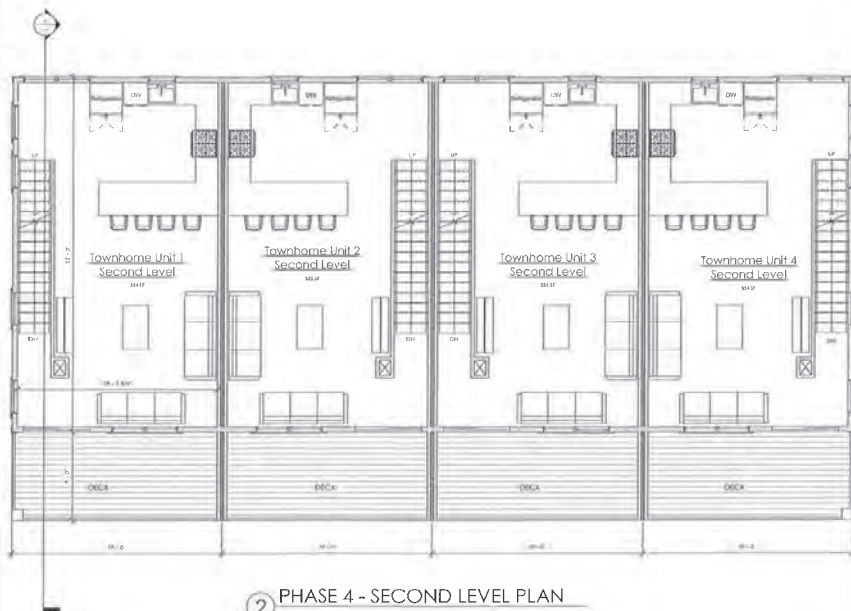
#	REVISION	DATE

CONCEPTUAL DESIGN - NOT FOR CONSTRUCTION

LODESTONE DESIGN GROUP



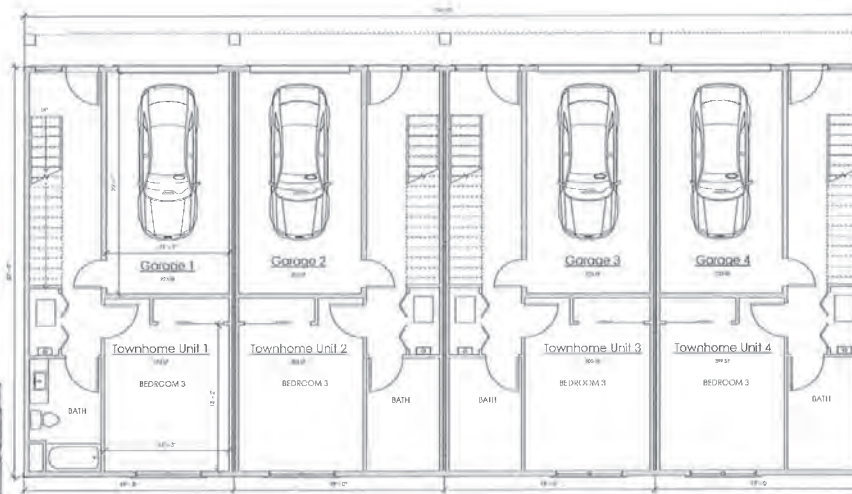
A1.2A



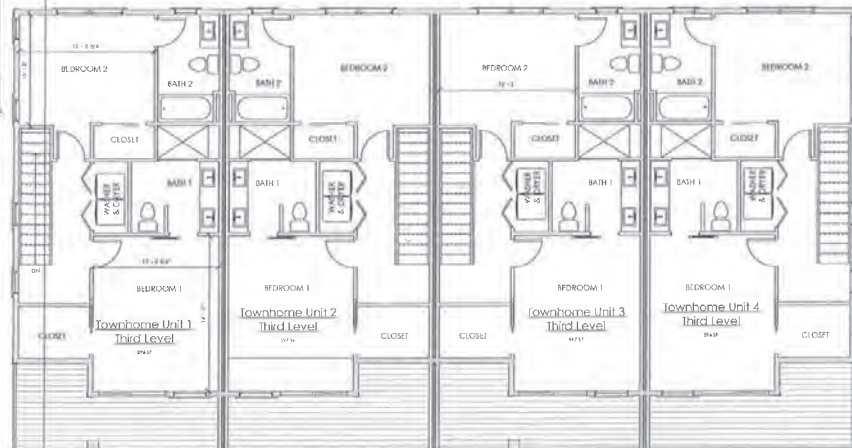
2 PHASE 4 - SECOND LEVEL PLAN
SCALE: 1/4" = 1'-0"

SEE A5.0 FOR WALL TYPE DETAILS

Wall Schedule		
Type	Max. L	Fire Rating
W1	Shed - Shed Frame	
W2	Shed - No Interior Wall - Commercial	



1 PHASE 4 - MAIN LEVEL PLAN
SCALE: 1/4" = 1'-0"



3 PHASE 4 - THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"

505 GRAND AVE. - LOTS 13 & 14
505 GRAND AVENUE
GRAND LAKE, CO.

PROJECT & TEAM	
Client/Architect	
MAIN FLOOR PLAN	
DATE:	10.12.21
DRAWN BY:	CHLOE ESTE
CHECKED BY:	CHRIS ESTE
DATE REVISION:	10.12.21
REVISION:	10.12.21

CONCEPTUAL ARCHITECTURE FOR CONSTRUCTION



A1.1



1 3D View 1
SCALE:



2 3D View 2
SCALE:

505 GRAND AVE. - LOTS 9-14
505 GRAND AVENUE
GRAND LAKE, CO.

PROJECT # 15-008
DRAWING TITLE
PROJECTIONS

DATE	DESCRIPTION	DATE	DESCRIPTION
10/22/21	CONCEPT	10/22/21	CONCEPT
	REVISION		DATE
	DATE		DATE
	DATE		DATE

CONCEPTUAL DESIGN - NOT FOR CONSTRUCTION

LODESTONE DESIGN GROUP
1000 13th Street, Suite 100
Grand Lake, CO 80424
www.lodestonedesign.com



A4.0



1 3D View 3
SCALE:



2 3D View 4
SCALE:

505 GRAND AVE. - LOTS 9-14
505 GRAND AVENUE
GRAND LAKE, CO.

PROJECT # 17-097	
PROJ. SHEET TITLE	
PERSPECTIVES	
DATE	10.12.21
DESIGNED BY	CHUCK KIDD
DATE	05
ISSUED BY	JOHN
DATE	10.12.21
REVISION	DATE

These drawings are for informational purposes only and are not intended for construction. They are subject to change without notice and are not to be used for any other purpose without the written consent of the design professional.

Professional Seal
Lodestone Design Group
1000 Grand Avenue
Grand Lake, CO 80424
www.lodestonedesign.com



A4.1

CONCEPTUAL DESIGN - NOT FOR CONSTRUCTION



Town of Grand Lake

Planning Department

• P.O. Box 99 • 1026 Park Avenue • Grand Lake, CO 80447
• Phone: 970-627-3435 • Fax: 970-627-9290

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

LAND USE REVIEW APPLICATION FORM

APPLICATION DEADLINE IS NOON, 21 DAYS PRIOR TO THE NEXT REGULARLY SCHEDULED MEETING

PROPERTY

- Street Address (or general location if not addressed): 505 Grand Avenue
- Legal Description: Lot 9-14 Block 26 Subdivision Grand Lake
- Lot Area (in square feet or acres): 30000 sq ft
- Existing Use of Property: Commercial

TYPE OF REVIEW (circle one): • Rezoning • Subdivision • Minor Subdivision • Annexation • Planned Development • Conditional Use • Vacation – Public right-of-way • Amendments to approved Subdivision or PD • Other (explain below)

PROPOSAL

Description of Proposal (include proposed use and summarize number and size of units/buildings/lots, as applicable):

Develop Commercial and Residential Condominiums and Townhomes in 4 Phases or 12 residential condominiums, 7 commercial condominiums, and 4 townhomes or 18 residential condominiums, 3 commercial condominiums, and 4 townhomes

- Name of Development: Portal Crossing
- Name of Applicant: Grand Sunset LLC and PKR LLC Email: gl@services114@yahoo.com
- Address: 505 Grand Ave / P.O. Box 11 Phone: 720-546-7390
- City: Grand Lake State: CO Zip: 80447 Fax: _____
- Contact Person (if not applicant): Jim Krentler Email: gl@services114@yahoo.com
Project Manager
- Address: P.O. Box 11 Phone: 720-546-7390
- City: Grand Lake State: CO Zip: 80447 Fax: _____

STAFF USE ONLY

Application Received By: Kwhite Date / Time: 10/26/2021 2pm
File Name: _____
Fee Paid: 1500.00 Amount: _____ Reimbursement Form Signed: yes
Deposit

TOWN OF GRAND LAKE

**AGREEMENT FOR PAYMENT OF FEES FOR
REVIEW AND PROCESSING OF SUBDIVISION PLATS, ZONING AND
REZONING REQUESTS, ANNEXATIONS, REQUESTS FOR ROAD
VACATIONS, AND OTHER LAND USE RELATED MATTERS**

THIS AGREEMENT (“the Agreement”) is entered into this 26th day of October, 2021, by and between the Town of Grand Lake, Colorado, a Colorado municipal corporation, (“the Town”) and Grand Haven LLC (“the Owner”).
PHR & HCO

WHEREAS, the Owner owns certain property situated in the Grand County, Colorado described on Exhibit A, attached hereto and incorporated herein by reference, (the Property”);

WHEREAS, the review and processing includes review of all aspects of land use including, but not limited to, subdivision, zoning and rezoning, annexation, road vacations, change of land use, installation of public improvements, dedication of lands and the availability of and feasibility of providing utility services;

WHEREAS, the Owner requests a change in land use for the Property and has made application to the Town for approval, and

WHEREAS, the Parties recognize that the fees as specified by Resolution No. 11-2004 may not be adequate to fully cover the Town’s expenses incurred during the application process, including but not limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, consultant fees, and fees for administrative time of Town staff, and

WHEREAS, the Parties hereto recognize that the Town will continue to incur expenses through the entire development review process until final completion of the development including but not limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineer fees, surveyor fees, geologist fees, hydrologist fees, landscape architect fees, attorney fees, consultant fees, and fees for administrative time of Town staff, security, permits and easements;

NOW THEREFORE, for and in consideration of the foregoing premises and of the mutual promises and conditions hereinafter contained, it is agreed as follows:

1. The Town has collected or will collect certain land use fees from the Owner and the Town will apply those fees against the review and processing expenses incurred by the Town while processing the Owner’s land use review proposal. In the event the Town incurs review and processing expenses greater than the monies collected from the Owner, the Owner agrees to reimburse the Town for the additional expenses and fees upon submittal of an

invoice. Owner shall pay all invoices submitted by the Town within ten (10) days of the Town's delivery of such invoice. Failure by the Owner to pay any invoice within the specified time shall result in immediate suspension of the review process by the Town, including cancellation of any scheduled hearings. Nor shall any building permits, certificates of occupancy or other Town approvals be issued or granted and for the Town to exercise such rights and remedies as are otherwise available to it in law or equity or under the applicable provisions of the Town Code.

2. Except where the law or an agreement with the Town provides otherwise, the Owner may terminate its application at any time by giving written notice to the Town. The Town shall take all reasonable steps necessary to terminate the accrual of costs to the Owner and file such notices as are required by the Town's regulations. The Owner shall be liable for all costs incurred by the Town in terminating the processing of the application.
3. If the Owner fails to pay the fees and costs required herein when due, the Town may take those steps necessary and authorized by law to collect the fees and costs due, in addition to exercising those remedies set forth in Section 1, above. The Town shall be entitled to recover from Owner all court costs and attorney's fees incurred in collection of the balance due, including interest on the amount due from its due date at the rate of 18% per annum.
4. The Town will account for all funds expended and fees and expenses incurred by the Town as a result of the development review of the application throughout the development process. Statements of expenses incurred will be made available to the Owner by the Town. Expenses to be charged to the Owner's account shall include, but shall not be limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineer fees, surveyor fees, geologist fees, hydrologist fees, landscape architect fees, attorney fees, consultant fees, and fees for administrative time of Town staff, security, permits and easements. Within sixty (60) days after the completion of the processing of the application by the Town, the Town will provide Owner with a statement of account and will refund to the Owner any funds paid by the Owner that were not expended by the Town, except where the Parties expressly agree to the contrary.
5. Owner's obligation to pay costs and expenses provided for in this Agreement shall exist and continue independent of whether the Owner's application, or any part thereof, is approved, approved with conditions, denied, withdrawn, or terminated by the Town or the Owner prior to a final decision in the process.

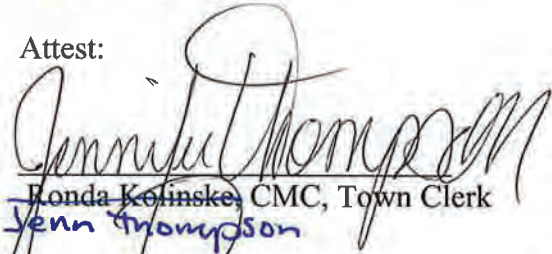
IN WITNESS WHEREOF, The Town and the Owner have caused this Agreement to be duly executed on the day and year first above written.

TOWN OF GRAND LAKE

By: 
~~Joe Biller, Town Planner~~

Kim White

Attest:


~~Ronda Kolinske, CMC, Town Clerk~~
Jenn Thompson

OWNER: Grand Sunset LLC / PLLC

By: Patricia L. Hunt, member/manager

Statement of Authority
Grand Sunset LLC and PLK LLC
October 26, 2021

I hereby authorize Jim Kreutzer (project manager) the right to manage and discuss all planning issues with the Town of Grand for Portal Crossing Subdivision located at 505 Grand Avenue, Grand Lake, Colorado 80447.

Patricia Kreutzer manager/member 10-26-21

Patricia Kreutzer manager/member

Date

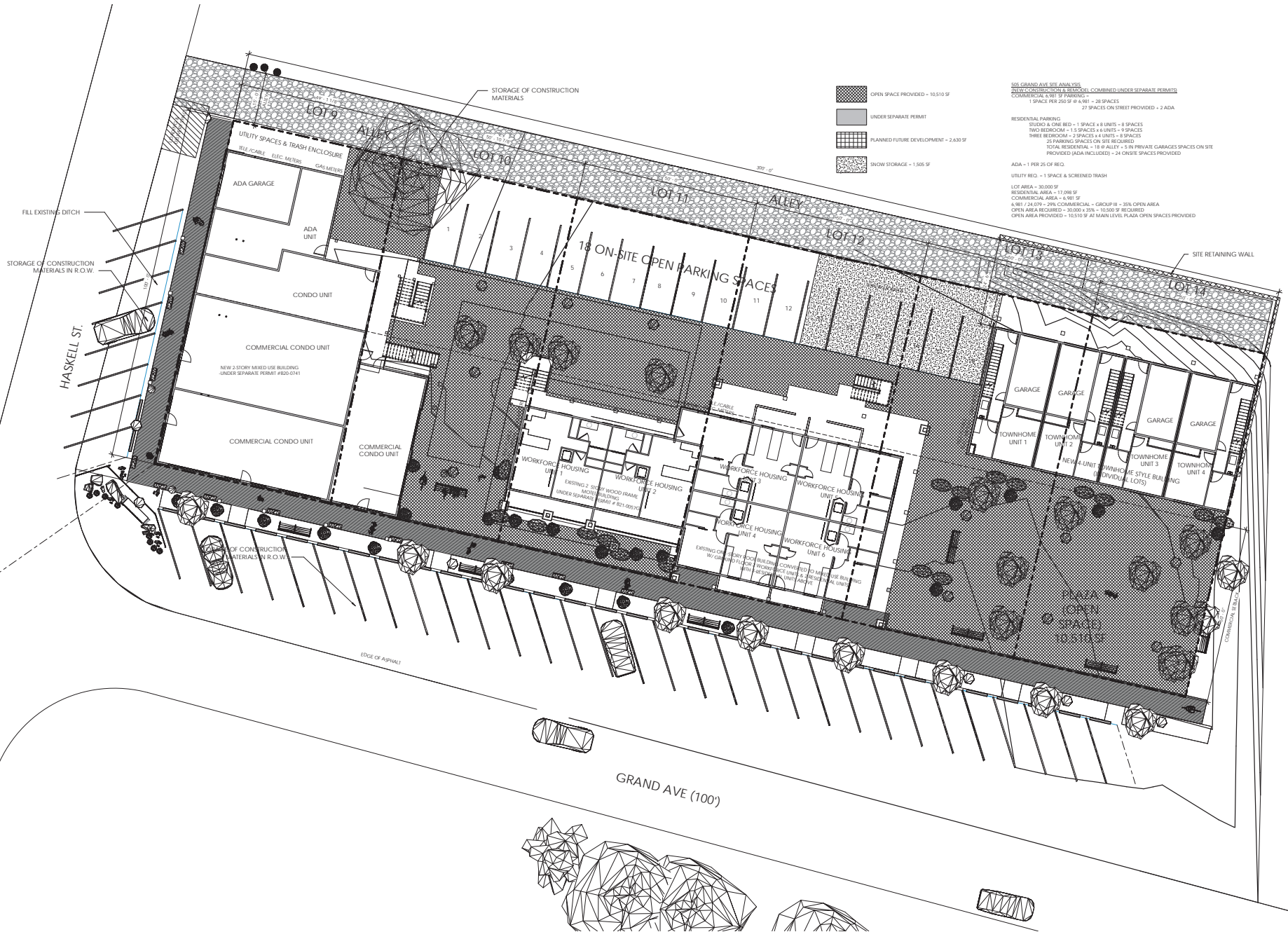
Grand Sunset LLC

Patricia Kreutzer manager/member 10-26-21

Patricia Kreutzer manager/member

Date

PLK LLC



- OPEN SPACE PROVIDED - 10,510 SF
- UNDER SEPARATE PERMIT
- PLANNED FUTURE DEVELOPMENT - 2,630 SF
- SNOW STORAGE - 1,505 SF

SITE GRADING AND SITE ANALYSIS
 UTILITY CONTRIBUTION & SERVICE UNDER SEPARATE PERMITS
 COMMERCIAL USE OF FURNISHING - 1 SPACE PER 250 SF @ 4,961 - 28 SPACES
 27 SPACES ON STREET PROVIDED - 2 ADA

RESIDENTIAL PARKING
 STUDIO & ONE BED - 1 SPACE X 8 UNITS - 8 SPACES
 TWO BEDROOM - 1.5 SPACES X 4 UNITS - 6 SPACES
 THREE BEDROOM - 2 SPACES X 4 UNITS - 8 SPACES
 25 PARKING SPACES ON SITE REQUIRED
 TOTAL RESIDENTIAL - 18 @ ALLEY + 3 IN PRIVATE GARAGES SPACES ON SITE PROVIDED (ADA INCLUDED) = 24 ON-SITE SPACES PROVIDED

ADA - 1 PER 25 OF REG.
 UTILITY REG - 1 SPACE & SCREENED TRASH

LOT AREA - 30,000 SF
 RESIDENTIAL AREA - 17,098 SF
 COMMERCIAL AREA - 6,961 SF
 6,961 / 24,079 = 29% COMMERCIAL - GROUP 16 - 35% OPEN AREA
 OPEN AREA REQUIRED = 30,000 x 35% = 10,500 SF REQUIRED
 OPEN AREA PROVIDED = 10,510 SF AT MAIN LEVEL PLAZA OPEN SPACES PROVIDED

505 GRAND AVE. - LOTS 9-14
 505 GRAND AVENUE
 GRAND LAKE, CO.

PROJECT # 19-089
 DRAWING TITLE
OVERALL SITE PLAN

DATE	10/28/21
DRAWN	CHECKED
MP	JVS
Issue Record	Date
Schematic Set	10/28/21

#	REVISION	DATE

The information shown on this document represents the conceptual, preliminary and/or final design. It is not intended to be used for construction without the prior consent of Lodestone Design Group.



1 OVERALL SITE PLAN
 SCALE: 1" = 10'-0"

From: [Jean Johnston](#)
 To: [Kim White](#)
 Subject: RE: public hearing notice for preliminary development plan review in Grand Lake
 Date: Thursday, November 4, 2021 4:26:57 PM
 Attachments: [BLogo20x20_f385a67c-d933-45ab-89b5-afca2eff55b1.png](#)
[twitter20x20_4b90b8ef-da46-4b7b-814e-87a8b9a2dc73.png](#)

Hi Kim,

We met on site with the developer, Jim, for the 505 Grand Ave project. We have discussed options that will meet our separation criteria.

I sent the following plat language to Jim to be added to the plat to give us easement.

Thanks, Jean

<!--[if !supportLists]-->1) <!--[endif]-->PER THIS PLAT, A BLANKET EASEMENT UPON, ACROSS, ABOVE, OVER, UNDER AND THROUGH THE SUBJECT PROPERTY IS GRANTED TO MOUNTAIN PARKS ELECTRIC, INC. FOR THE PURPOSE OF INGRESS TO AND EGRESS FROM, AND THE INSTALLATION, REPAIR, REPLACEMENT, OPERATION AND MAINTENANCE OF AN ELECTRIC DISTRIBUTION SYSTEM, INCLUDING ELECTRIC LINES AND ALL ASSOCIATED FACILITIES.

WITH RESPECT TO THE ELECTRIC UTILITY EASEMENT GRANTED HEREBY, NO STRUCTURE SHALL BE ALLOWED CLOSER THAN TEN FEET (10') FROM ANY PRIMARY VOLTAGE POWER LINES OR WITHIN TEN FEET (10') AROUND ANY ABOVE GROUND EQUIPMENT. NO OTHER UTILITY LINE (WHETHER GAS, WATER, SEWER OR OTHER UTILITY) SHALL BE ALLOWED CLOSER THAN FIVE FEET (5') FROM ANY PRIMARY VOLTAGE POWER LINES OR WITHIN FIVE FEET (5') AROUND ANY ABOVE GROUND EQUIPMENT. NOT WITHSTANDING THE FOREGOING, UNDERGROUND COMMUNICATION FACILITIES SHALL NOT BE ALLOWED CLOSER THAN ONE FOOT (1') TO ANY POWER LINES AND ABOVE GROUND COMMUNICATION FACILITIES SHALL NOT BE CLOSER THAN TWO FEET (2') TO ANY ABOVE GROUND ELECTRIC FACILITIES. NO GRADE CHANGES (FILL OR CUT) IN EXCESS OF SIX INCHES (6") ARE PERMITTED WITHIN TEN FEET (10') OF ANY PRIMARY ELECTRIC LINE OR WITHIN FIVE FEET (5') OF ANY OTHER FACILITY, INCLUDING SECONDARY ELECTRIC LINES, WITHOUT PRIOR WRITTEN AUTHORIZATION FROM MOUNTAIN PARKS ELECTRIC, INC.

<!--[if !supportLists]-->2) <!--[endif]-->ALL TOWNHOME BUILDINGS WITHIN THIS SUBDIVISION SHALL HAVE ELECTRIC METERS ON ONE UNIT (GANG METERING) AND HAVE A PERPETUAL NON-EXCLUSIVE UTILITY EASEMENT FOR THE PURPOSE OF CONSTRUCTING AND OPERATING THE ELECTRIC SUPPLY FOR DISTRIBUTION. ALL WIRES AND OTHER FACILITIES SUCH AS CONDUIT, SWITCHES AND METER BOXES BUT NOT INDIVIDUAL METERS, INSTALLED ON THE ABOVE DESCRIBED LANDS SHALL BE THE PROPERTY OF _____ (project name or HOA). ALL METERS SHALL BE THE PROPERTY OF MOUNTAIN PARKS ELECTRIC, INC.

Jean Johnston
 Senior Staking Engineer/Right of Way
 Specialist

JeanJ@mpei.com
 ex 265



Mountain Parks Electric, Inc.

321 West Agate Ave • P.O. Box 170, Granby, CO 80446-0170 • 970.887.3378

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This institution is an equal opportunity provider and employer.

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From: Jean Johnston
Sent: Tuesday, November 2, 2021 6:25 AM
To: kwhite@toglco.com
Subject: RE: public hearing notice for preliminary development plan review in Grand Lake

Hi Kim,

MPEI has an existing single phase power line along the back of this entire area. We have strict required separations to buildings and do not allow buildings to be built under the power lines. For single phase power lines, we require a minimum of 10' separation from the power poles and conductor to any part of a structure.

If this power line was to be converted to an underground power line, we still need 10' from any part of a structure to the power line; 10' from water and sewer; and 5' from gas. This would also require adequate space around underground transformers and the conversion of all of the neighboring electric services to underground.

The developer should reach out to MPEI to discuss their options.

Thanks, Jean

From: Kim White <kwhite@toglco.com>
Sent: Wednesday, October 27, 2021 1:05 PM
Subject: public hearing notice for preliminary development plan review in Grand Lake

CAUTION: This email originated from outside of MPEI. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

An application for preliminary development review has been received by the Town of Grand Lake. The applicant wishes to present this information at the November 17th planning commission meeting for review. Please find the draft proposed documentation links below. The proposal is to construct new and convert existing structures into mixed-use commercial and residential units for sale at 505 Grand Avenue in Grand Lake. See notice attached.

I'm using Adobe Acrobat.

You can view "505 Grand Ave_MASTER SITE_10.12.21.pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:41942573-5532-4cb2-ab48-9f1c0f13c865>

You can view "505 Grand Ave_MASTER SITE WORKFORCE HOUSING_10.12.11.pdf" at: <https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:9fc8297f-d916-44ec-ab83-a904045577ec>

Thank you,
Kim

Kimberly G. White
Town Planner
Town of Grand Lake
O 970-627-3435
C 970-673-3486
planner@townofgrandlake.com

From: [Yost, Cheria K](#)
To: [Kim White](#)
Cc: [ROMO Superintendent, NPS](#); [Piller, Jeri L](#)
Subject: Re: [EXTERNAL] Re: 505 Grand Avenue development proposal
Date: Thursday, November 11, 2021 10:05:39 AM

Hi Kim,

Thank you for sending the development proposal for 505 Grand Avenue and responding to my additional questions. The Town of Grand Lake zoning requires night sky friendly lighting. We appreciate your consideration of light hoods, direction, hue, and lumens that will keep lights focused where needed on Grand Avenue while allowing park visitors to experience dark nights.

Rocky Mountain National Park has no additional comments on the proposal.

Have a good weekend,
Cheri

Cheri Yost
Park Planner
Rocky Mountain National Park
(970) 586-1320

From: Kim White <kwhite@toglco.com>
Sent: Monday, November 8, 2021 4:42 PM
To: Yost, Cheria K <Cheri_Yost@nps.gov>
Subject: RE: [EXTERNAL] Re: 505 Grand Avenue development proposal

Hello Cheria,
The height of the buildings will all be under the 35' allowable height. Attached are the elevations for buildings that have been submitted.

Thank you,
Kim

Kimberly G. White
Town Planner
Town of Grand Lake
O 970-627-3435
C 970-673-3486
planner@townofgrandlake.com

From: Yost, Cheria K <Cheri_Yost@nps.gov>
Sent: Thursday, November 4, 2021 11:27 AM
To: Kim White <kwhite@toglco.com>
Subject: Re: [EXTERNAL] Re: 505 Grand Avenue development proposal

Kim,

Do you have elevation drawings that show the proposed height? I'm not seeing any height information on the plan set.

Cheri Yost
Park Planner
Rocky Mountain National Park
(970) 586-1320

From: Kim White <kwhite@toglco.com>
Sent: Thursday, November 4, 2021 9:51 AM
To: Yost, Cheria K <Cheri_Yost@nps.gov>
Subject: [EXTERNAL] Re: 505 Grand Avenue development proposal

This email has been received from outside of DOI - Use caution before clicking on links, opening attachments, or responding.

Hello Cheri,
It depends on the zone for height. This is in commercial. So it is limited to 35'.
Thank you,
Kim

Sent from my iPhone

On Nov 4, 2021, at 9:12 AM, Yost, Cheria K <Cheri_Yost@nps.gov> wrote:

Hi Kim,

I received the development proposal. Thanks for sending it to us.

Does the Town code have a height limit? The design guidelines only refer to "human scale." Do you use Grand County's height limits?

Cheri

Cheri Yost
Park Planner
Rocky Mountain National Park
(970) 586-1320

Preliminary Plat Submission Requirements

"12-9-2"

12-9-2-D

2.a.1 This requirement has been submitted

2.a.2

(i) .69 acres/30,000 square feet

(ii) 22 dwelling units

(iii) 6,981 square feet

(iv) 24 spaces

(v) These improvements have been completed

2.a.3 These improvements have been completed per the Town Superintendent's instruction

2.a.4 This requirement will be filled per the approval of the Town Board of Trustees

2.a.5 See enclosed engineers findings

2.a.6 This site is a conversion of 2 existing buildings Phase 2 (8 unit motel) and Phase 3 (pool building), as well as the removal of an existing motel building and managers quarters (phase 1). The phase 1 building has been permitted and is reconstructed. This site was constructed to use the maximum southern and western solar advantage. Phase #4 (4 Townhomes) will be constructed along the northeast corner of the property backing up to a hill. The units were designed to have little or no effect on the neighbors and to utilize the southern solar exposure.

2.a.7 The open space dedication will be presented on the plat. "All open spaces are hereby dedicated to the Portal Crossing HOA and will be for the sole use of the owners of the Portal Crossing Subdivision"

2.a.9

(i) This is a mixed-use subdivision to compliment the goals of the Town's Comprehensive Plan and Commercial zoning to bring residential ownership to the Commercial Zone (live where you work concept), as well as to add 6 workforce housing units to the immediate downtown area (walking distance). The environment will include open space for the down time of all residents and commercial tenants. All aspects of the project are needed in the Town of Grand Lake.

2.a.9

(ii) The proposed and estimated schedule is as follows;

1. Phases 1 and 2 are permitted and are under construction. Phase 1 has an estimated completion date of the fall of 2022. Phase 2 has an estimated completion date of July 1, 2022.

2. Phase 3 has an estimated start date of spring of 2022 (depending on permitting) and shall be completed within an estimated 18 months of commencement.

3. Phase 4 (Townhomes) will be 4 individually platted lots and shall commence at a future date with completion within and estimated 18 months after commencement.

(iii) The open space between phase 1 and phase 2 and behind phase 2 will be completed upon the completion of the construction of these phases. The open space behind phase 3 and to the east of phase 3 will be completed upon the completion of phase 3. The maintenance of the open space will be conducted by the HOA.

(iv) The use of the open space will be granted by the HOA and will conform with the outline of the covenants which will be monitored and changed from time to time as the residents and commercial owners see fit. A rough draft of the covenants are included in the application.

(v) The sales and leasing will be conducted by licensed Brokers and Property managers as well as the developer. Units will be offered for sale on an individual basis with reservation agreements and sales/lease contracts. Any Deed Restricted Workforce Housing will be announced to all buyers of the restricted units with a presentation of the guidelines.

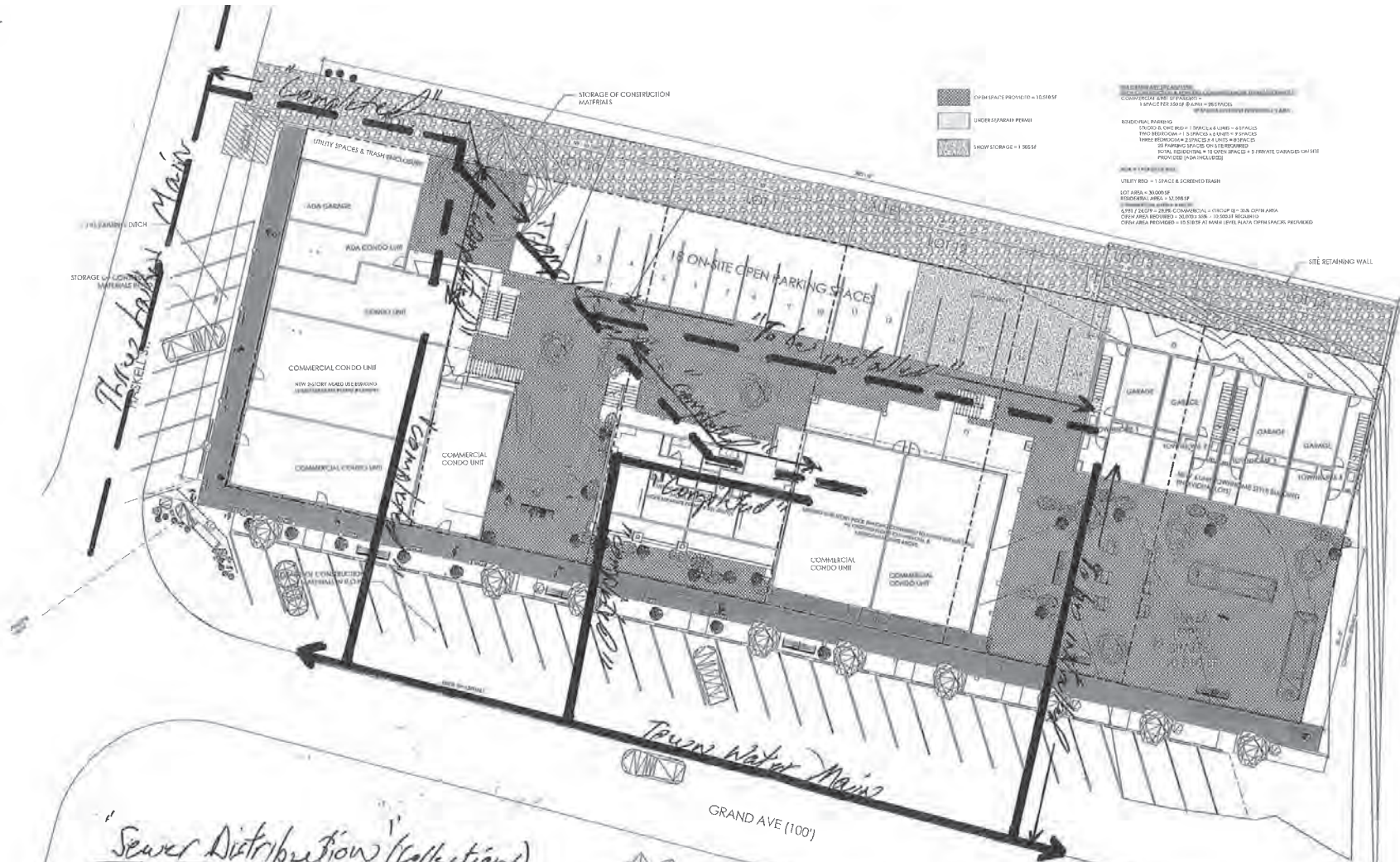
(vi) This statement is mainly for a large parcel being subdivided not entirely effecting this project. All quantitative data relating to this project is detailed on the site plan enclosed in the application.

(vii) Enclosed is a soils study. This site is already subdivided Town lots (6) which are being re-subdivided, most of the responses do not affect the subdivision. Also, this site is a re-development with the removal, reconstruction, and conversion of existing structures.

(viii) Traffic impact is minimal in change or count if any. No report is necessary as the entire site has been utilized for decades as a commercial operation on a fully improved thoroughfare.

(ix) The maximum height of all buildings shall be 35 feet per the Town of Grand Lake Code.

(x) The project is served by the Town of Grand Lake water and Three Lakes Sanitation. The applicant has purchased several taps and shall purchase more as needed for the completion of the site. The applicant has checked with the Town



505 GRAND AVE. - LOTS 9-14
505 GRAND AVENUE
GRAND LAKE, CO.

PROJECT # 17-008
DRAWING TITLE
OVERALL SITE PLAN

DATE	BY	CHKD BY

REVISION	DATE

LODESTONE DESIGN GROUP
CONSTRUCTION DESIGN - MEET FOR CONSTRUCTION

LODESTONE DESIGN GROUP

A0.0B

Sewer Distributions (Collections)
(500) 23 units x 200 gallons = 4,600 gallons per day

Water Distributions
(500) 23 units x 300 gallons each = 6,900 gallons per day

1 OVERALL SITE PLAN
SCALE: 1" = 100'

Town code says 33% of gross income page 558

Approximate income of \$62,500.00 x 110% per code =
\$68,750.00

X 33% = \$22,687.50 total housing costs (purchase)

\$330,000.00 purchase price

5% down

3.0% rate

Fico of 680 or above

Principal and interest payment of \$1,341.75

PMI 225.43

Hazard insurance 25.00

HOA 210.00

Property taxes 75.00

Total monthly cost \$1,877.18 Estimated

FHA and conventional, CHAFFA

Proposed Monthly Housing ExpenseThe total **subject property** monthly housing expense payment.

Proposed Monthly Payments (Subject Property)		
First Mortgage (Principal & Interest)		\$1,341.75
Second Mortgage (Principal & Interest)	+	\$
Hazard Insurance	+	\$25.00
Taxes	+	\$75.00
Mortgage Insurance	+	\$225.43
Homeowners Association Fees	+	\$210.00
Other	+	\$
Total Proposed Housing Expense	=	\$1,877.18

Note:

We will insert LERP Guidelines and Deed Restriction language for the 6 Workforce Housing units once the guidelines are completed.



November 8, 2021

Jim Kreutzer
Majestic Corner, LLC
PO Box 11
Grand Lake, CO 80447

Reference: Ascent Job# 2020-0264: 505 Grand Ave

Dear Mr. Kreutzer,

At your request, representatives of Ascent Group, Inc. visited the above referenced property on September 14, 2020, for the purpose of assessing the existing two-story motel and attached pool building structural systems which were proposed to remain and be remodeled into condominium units. Our observation was performed by accessing the building living unit, attic space, and crawlspace to determine the structural systems and associated conditions. The following letter addresses the suitability of the existing structural components for the remodel and change of use. Our observation did not address non-structural items such as electrical equipment, mechanical equipment, nor assemblies affecting Energy Code compliance.

The lobby for the motel was constructed separately from the two-story building and has been demolished. The remaining motel is constructed with concrete foundation walls and spread footings creating a crawlspace below the building; the foundation system appears to be in good condition and performing well. The main and upper level floor are framed with sawn lumber joists spanning east to west and bearing on the exterior walls and interior load bearing partitions; the wood joists visible in the crawlspace were in good condition. The roof is framed with pre-engineered wood trusses spanning north to south and bearing on the exterior walls; the trusses appeared in good condition.

The change of use from a motel to condominium units does not increase the design live loads for the structure and thus continued good performance of the structural systems is anticipated. Structural plans for the remodel were prepared by our office to accommodate the proposed floor plan revisions affecting the current load path. The remodel plans were designed in accordance with the 2015 International Building Code which is currently adopted for the Grand Lake area.

The attached pool building to the east of the motel is proposed to have the wood framing above grade demolished and the foundation to remain in place. The proposed re-use of the foundation and construction of new residential units above commercial space on the lower level will be designed to meet the Building Code. Supplementation of the foundation may be necessary to support the additional loading from the new second level.

It is a pleasure to work with you on this project and we look forward to its successful completion. Please feel free to contact our office if you have any questions or if we may be of any further assistance regarding these matters.

Sincerely,

Jared Veenstra, PE
Principal





**GEOTECHNICAL INVESTIGATION
PROPOSED RETAIL SPACE AND CONDOMINIUMS
LOTS 9-14
BLOCK 26
505 & 517 GRAND AVENUE
GRAND LAKE, COLORADO**

Prepared For:

**Grand Sunset LLC
PO Box 11
Grand Lake, CO 80447**

Attention: Jim Kreutzer

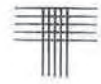
Project No. SU01895.000-125-R1

July 23, 2020



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SCOPE

This report presents the results of our Geotechnical Investigation for the Proposed Retail Space And Condominiums on Lots 9-14, Block 26 in Grand Lake, Colorado. We conducted this investigation to evaluate subsurface conditions at the site and provide geotechnical engineering recommendations for the proposed retail space and condominiums. Our report was prepared from data developed during our field exploration, engineering analysis, and experience. This report includes a description of the subsurface conditions observed in three exploratory pits and presents geotechnical engineering recommendations for design and construction of the buildings' foundations, floor systems, and details influenced by the subsoils. The scope was described in a Service Agreement (SU-20-0357) dated May 15, 2020.

Recommendations contained in this report were developed based on our understanding of the planned construction. Once building plans are completed, we should review to determine whether our recommendations and design criteria are appropriate. A summary of our conclusions is presented below.

SUMMARY OF CONCLUSIONS

1. Subsurface conditions observed in the exploratory pits consisted of about 1 to 7 feet of existing fill underlain primarily by native sand and gravel. The maximum depth explored was 9 feet. No groundwater was observed in the pits at the time of excavation.
2. The existing fill soils are considered unsuitable in their current condition to support footings or slabs. Additionally, any existing building foundation materials encountered beneath proposed footing and slab areas must be removed. Building materials and existing fill soils encountered beneath footing and slab areas must be removed entirely and replaced with structural fill as outlined in Structural Fill. The buildings can be constructed on footing foundations supported by the undisturbed, natural sand and gravel soils or structural fill. Design and con-



struction criteria are presented in the report. It is critical that we observe the excavation to check whether conditions are as anticipated, prior to placing footings.

3. Surface drainage should be designed to provide for rapid removal of surface water away from the buildings.
4. The design and construction criteria for foundations and floor systems in this report were compiled with the expectation that all other recommendations presented related to surface and subsurface drainage, landscaping irrigation, backfill compaction, etc. will be incorporated into the project and that the owners will maintain the structures, use prudent irrigation practices and maintain surface drainage. It is critical that all recommendations in this report are followed.

SITE CONDITIONS

The site is located on the north side of Grand Avenue in Grand Lake, CO as shown on Figure 1. The property is bordered by Grand Avenue to the south, Haskel Street to the west, and existing mixed residential and commercial spaces to the north and east. The site is currently occupied by existing structures including a one-story motel, a commercial office, and a two-story hotel. The south end of the one-story hotel and the commercial office building have basements approximately 6 to 7 feet below existing grade. Gravel parking exists surrounding the structures. The ground surface across the site is relatively flat and level. There is minimal vegetation on the site.

PROPOSED CONSTRUCTION

Proposed construction at the site will include five commercial units along the western edge of the property, a renovation of the existing hotel building, commercial units with condo units above in the southeast corner of the lot, and 3-story town-home units in the northeast corner of the site. The construction will occur in phases. The main level floors of the proposed construction are planned to be slab-on-grade and elevated 3 to 4 feet above the existing elevation of the site. The buildings will



range from 2- to 3-story structures. Wood frame construction will be used above grade with cast-in-place concrete foundation walls below grade. Asphalt or concrete parking is planned throughout the site. Potential enclosed garages are also being considered.

SUBSURFACE CONDITIONS

Subsurface conditions were investigated by observing three exploratory pits excavated at the approximate locations shown on Figure 2. Subsurface conditions observed in the pits were logged by our geologist who obtained samples of the soils during excavation. Graphic logs of the soils observed in the pits are shown on Figure 3.

Subsurface conditions observed in the test pits consisted of about 1 to 7 feet of existing fill. The existing fill soils encountered were similar to the native soils and consisted of sand and gravel ranging from silty sand with gravel to silty gravel with sand. An abandoned cable as well as organic debris (roots) were encountered at a depth of 7 feet in TH-3. Beneath the fill soils in each pit, we encountered native silty sand and gravel to the maximum depth explored of 9 feet below the existing ground surface. The native soils contained subrounded cobbles up to 12 inches in diameter. No groundwater was observed in the pits at the time of excavation. The pits were backfilled after excavation operations were completed.

Samples obtained in the field were returned to our laboratory where field classifications were checked and samples were selected for pertinent testing. Gradation test results of the native sand and gravel soils are presented on Figures 4 and 5. A bulk disturbed sample of the native sand soils from TP-1 contained 41 percent gravel (retained on the No. 4 sieve), 47 percent sand, 12 percent silt and clay sized particles, and exhibited negligible plasticity. A bulk disturbed sample of the native sand soils from TP-2 contained 33 percent gravel, 54 percent sand, 13 percent silt



and clay sized particles, and exhibited negligible plasticity. Laboratory test results are summarized on Table I.

GEOLOGY

We reviewed the following geologic mapping showing the site.

1. Geologic Map of Rocky Mountain National Park and Vicinity, Colorado (Map I-1973) by Braddock, W.A. and Cole, J.C. with the U.S. Geological Survey, 1990.

The site is mapped as alluvium from the Holocene and upper Pleistocene. Our field investigation and observations at the site support the mapping. We did not observe geologic constraints on this site that would inhibit the planned construction.

SITE EARTHWORK

We anticipate excavation of the on-site soils can be accomplished using conventional, heavy duty excavating equipment. Hard cobbles should be expected. We did not encounter boulders larger than 12 inches in diameter. If boulders are encountered during excavation, they may be large. A hydraulic hammer chisel (excavator attachment) or similar device may be required to split large boulders. Sides of excavations need to be sloped to meet local, state and federal safety regulations. We anticipate the existing fill soils and native sand soils will likely classify as Type C soils based on OSHA standards governing excavations. Temporary slopes deeper than 4 feet that are not retained should be no steeper than 1.5 to 1 (horizontal to vertical) in Type C soils. Some sloughing of the excavation face may occur as the soils dry out. Contractors are required to identify the soils encountered and ensure that applicable standards are met. Contractors are responsible for site safety and maintenance of the work site.



No groundwater was encountered in the exploratory pits at the time of excavation. Some seepage may occur during foundation excavation, particularly if it occurs during seasonal runoff. The footing areas should be protected from any seepage and precipitation through the use of shallow trenches and sumps. Excavations should be sloped to a gravity discharge or to a temporary sump where water can be removed by pumping, if necessary.

Structural Fill

Structural fill will be required to reestablish subgrade elevations following the removal of existing fill and/or existing building materials. The on-site fill soils and native sand soils, free of organic matter, debris, and rocks larger than 6 inches in diameter, can be used as structural fill. Care should be taken during fill placement so that larger rocks do not become nested or grouped together. If required, imported fill should consist of CDOT Class 5 or 6 aggregate base course or similar soil. Structural fill should have less than 15 percent passing the No. 200 Sieve and no rocks larger than 6 inches. We can evaluate potential fill materials upon request. Lean-mix concrete (flowable fill) can also be used to fill voids.

Prior to structural fill placement, all existing fill and building materials must be removed. Structural fill should be placed in thin loose lifts, moisture conditioned to within +/-2 percent of optimum moisture content, and compacted to at least 98 percent of ASTM D 698 maximum dry density. Moisture content and density of structural fill should be tested by a representative of our firm during placement.

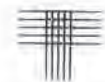
FOUNDATIONS

The proposed buildings can be supported on footing foundations on the undisturbed, natural sand and gravel soils or compacted structural fill. The existing fill soils in their present condition are considered unsuitable to support footings. If ex-



isting fill soils are encountered beneath proposed footing areas, they must be removed entirely. The lateral extent of subexcavation must be equal to the depth of subexcavation below the bottom of the footing. Any building materials encountered during foundation excavation must also be removed entirely. Once existing fill soils and building materials are removed, design footing subgrade can be reestablished using structural fill. **Our representative should observe conditions exposed in the subexcavation prior to structural fill placement. Structural fill should be observed and tested by our representative and meet the criteria in Structural Fill. Our representative should observe the completed foundation excavation to confirm whether the exposed soils are as anticipated and suitable for support of the foundation.** Prior to concrete placement, the footing areas should be moistened and compacted to provide a flat and level subgrade. Loose and disturbed soils should be removed or compacted.

1. Footings can be supported by the undisturbed, natural sand and gravel soils or properly placed and compacted structural fill.
2. Soils loosened during the forming process for the footings should be removed or compacted prior to placing concrete. Lean concrete may also be used to fill depressions resulting from the removal of boulders, existing foundation elements, or existing fill.
3. Footings can be sized using a maximum allowable soil pressure of 3,000 psf. We expect settlement of footings will be approximately 1 inch or less.
4. To resist lateral loads, a coefficient of friction of 0.45 can be used for concrete in contact with soil. Lateral loads can be resolved by evaluating passive resistance using a passive equivalent fluid density of 350 pcf for sand and gravel backfill that is compacted to the criteria in Foundation Wall Backfill and will not be removed. These values have not been factored; appropriate factors of safety should be applied in design. Deflection is necessary to develop passive pressures.
5. Continuous wall footings should have a minimum width of at least 16 inches. Foundations for isolated columns should have minimum dimensions of 24 inches by 24 inches. Larger sizes may be required, depending upon foundation loads.



6. Grade beams and foundation walls should be well reinforced, top and bottom, to span undisclosed loose or soft soil pockets and resist lateral earth pressures. We recommend reinforcement sufficient to span an unsupported distance of at least 10 feet. Reinforcement should be designed by the structural engineer.
7. The soils under exterior footings should be protected from freezing. We recommend the bottom of footings be constructed at a depth of at least 48 inches below finished exterior grade.

SLABS-ON-GRADE

We anticipate that slab-on-grade main level floors are desired. The existing fill soils in their present condition are considered unsuitable to support slabs. If existing fill soils are encountered beneath proposed slab areas, they must be removed entirely and replaced with structural fill. Any building materials encountered beneath proposed slab areas must also be removed entirely. Once existing fill soils and building materials are removed, design slab subgrade can be reestablished using structural fill. Fill placed to attain subgrade elevations below floor slabs should be placed in accordance with the recommendations outlined in Structural Fill. Based on our laboratory test data and experience, we judge slab-on-grade construction supported by the undisturbed, natural sand and gravel or properly placed granular structural fill will have a low risk of damaging differential movement. We recommend the following precautions for slab-on-grade construction at this site. These precautions will not prevent movement from occurring; they tend to reduce damage if slab movement occurs.

1. Slabs should be separated from exterior walls and interior bearing members with slip joints which allow free vertical movement of the slabs.
2. Underslab plumbing should be pressure tested for leaks before the slabs are constructed. Plumbing and utilities which pass through slabs should be isolated from the slabs with sleeves and provided with flexible couplings.

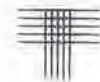


3. Frequent control joints should be provided, in accordance with American Concrete Institute (ACI) recommendations, to reduce problems associated with shrinkage and curling.
4. We recommend a 4-inch layer of clean gravel be placed beneath the slabs to provide a flat, uniform subgrade. This material should consist of minus 2-inch aggregate with at least 50% retained on the No. 4 sieve and less than 2% passing the No. 200 sieve.
5. The 2015 International Building Code (IBC) and International Residential Code (IRC R506) states that a 4-inch base course layer consisting of clean graded sand, gravel, crushed stone or crushed blast furnace slag shall be placed beneath below grade floors (unless the underlying soils are free-draining), along with a vapor retarder.

IBC/IRC states that the vapor retarder can be omitted where approved by the building official. The merits of installation of a vapor retarder below floor slabs depend on the sensitivity of floor coverings and building use to moisture. A properly installed vapor retarder is more beneficial below concrete slab-on-grade floors where floor coverings, painted floor surfaces, or products stored on the floor will be sensitive to moisture. The vapor retarder is most effective when concrete is placed directly on top of it, rather than placing a sand or gravel leveling course between the vapor retarder and the floor slab. Placement of concrete on the vapor retarder may increase the risk of shrinkage cracking and curling. Use of concrete with reduced shrinkage characteristics including minimized water content, maximized coarse aggregate content, and reasonably low slump will reduce the risk of shrinkage cracking and curling. Considerations and recommendations for the installation of vapor retarders below concrete slabs are outlined in Section 3.2.3 of the 2006 American Concrete Institute (ACI) Committee 302, "Guide for Concrete Floor and Slab Construction (ACI 302.R-96)".

FOUNDATION WALLS

Foundation walls which extend below-grade should be designed for lateral earth pressures where backfill is not present to about the same extent on both sides of the wall. Many factors affect the values of the design lateral earth pressure. These factors include, but are not limited to, the type, compaction, slope and drainage of the backfill, and the rigidity of the wall against rotation and deflection. For a very rigid wall where negligible or very little deflection will occur, an "at-rest" lateral



earth pressure should be used in design. For walls that can deflect or rotate 0.5 to 1 percent of wall height (depending upon the backfill types), lower “active” lateral earth pressures are appropriate. Our experience indicates typical below-grade walls in these types of structures deflect or rotate slightly under normal design loads, and that this deflection results in satisfactory wall performance. Thus, the earth pressures on the walls will likely be between the “active” and “at-rest” conditions.

If existing fill soils or native sand and gravel soils are used as backfill and the backfill is not saturated, we recommend design of basement walls at this site using an equivalent fluid density of at least 50 pcf. This value assumes deflection; some minor cracking of walls may occur. If very little wall deflection is desired, a higher design value is appropriate. The structural engineer should also consider site-specific grade restrictions, the effects of large openings on the behavior of the walls, and the need for lateral bracing during backfill.

Retaining walls that are free to rotate and allow the active earth pressure condition to develop can be designed using an equivalent fluid density of at least 40 pcf for existing fill soils or native sand and gravel soil backfill.

Foundation Wall Backfill

Proper placement and compaction of foundation backfill is important to reduce infiltration of surface water and settlement of backfill. The existing fill soils and native sand and gravel soils can be used as backfill, provided they are free of rocks larger than 6 inches in diameter, organics, and debris. The upper 2 feet of fill should be a relatively impervious material to limit infiltration. Backfill which will support surface improvements (sidewalks, driveways, etc.) should be placed in thin loose lifts, moisture conditioned to within +/-2 percent of optimum moisture content, and compacted to at least 95 percent of ASTM D 698 maximum dry density. Backfill in landscape areas should be compacted to at least 90 percent of ASTM D 698 maximum



dry density with a moisture content near optimum. Thickness of lifts will likely need to be reduced if there are small confined areas of backfill, which limit the size and weight of compaction equipment. Some settlement of the backfill should be expected even if the material is placed and compacted properly. In our experience, settlement of properly compacted granular backfill could be on the order of 0.5 to 1 percent of backfill thickness. Increasing the minimum compaction level will reduce settlement potential. Care should be taken not to over compact the backfill and damage foundation walls. Moisture content and density of the backfill should be tested during placement by a representative of our firm.

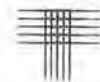
SUBSURFACE DRAINAGE

We anticipate that the proposed construction's main level areas will be at or above the existing grade on all sides. Foundation walls will be backfilled to equal heights on both sides. There will be no retaining conditions. Based on the proposed construction, we do not believe that foundation drains are merited. If proposed construction will include below grade space or retaining conditions, we should be contacted so that we may provide recommendations for a perimeter drain.

CONCRETE

Concrete in contact with soil can be subject to sulfate attack. We measured the water-soluble sulfate concentration in a sample taken from the site at 0.01 percent. For this level of sulfate concentration, ACI 318-08 *Code Requirements for Structural Concrete* indicates there are no special requirements for sulfate resistance.

Superficial damage may occur to the exposed surfaces of highly permeable concrete, even though sulfate levels are likely relatively low. To control this risk and to resist freeze-thaw deterioration, the water-to-cementitious materials ratio should



not exceed 0.50 for concrete in contact with soils that are likely to stay moist due to surface drainage or high water tables. Concrete should have a total air content of 6 percent \pm 1.5 percent.

SURFACE DRAINAGE

Surface drainage is critical to the performance of foundations, floor slabs and concrete flatwork. Recommendations in this report are based on effective drainage for the life of the structures and cannot be relied upon if effective drainage is not maintained. We recommend the following precautions be observed during construction and maintained at all times after construction is completed:

1. The ground surface surrounding the exterior of the buildings should be sloped to drain away from the buildings in all directions. We recommend providing a slope of at least 6 inches in the first 10 feet in landscape areas. We recommend a slope of at least 3 inches in the first 10 feet in paved areas. Swales should be provided around and between the buildings to divert surface runoff.
2. Backfill around the exterior of foundation walls should be placed as described in [Foundation Wall Backfill](#). Increases in the moisture content of the backfill soils after placement often results in settlement. Settlement is most common adjacent to north facing walls. Re-establishing proper slopes (owners' maintenance) away from the buildings may be necessary.
3. Landscaping should be carefully designed to minimize irrigation. Plants used near foundation walls should be limited to those with low moisture requirements; irrigated grass should not be located within 5 feet of the foundations. Lawn sprinklers should not discharge within 5 feet of the foundations and should be directed away from the buildings. Low-volume emitters can be used within 5 feet of the foundations.
4. Impervious plastic membranes should not be used to cover the ground surface immediately surrounding the buildings. These membranes tend to trap moisture and prevent normal evaporation from occurring. Geotextile fabrics can be used to control weed growth and allow some evaporation to occur.



5. Roof downspouts and drains should discharge well beyond the limits of all backfill. Splash blocks and/or extensions should be provided at all downspouts so water discharges onto the ground beyond the backfill. We generally recommend against burial of downspout discharge. Where it is necessary to bury downspout discharge, solid, rigid pipe should be used and it should slope to an open gravity outlet. Buried downspout discharge pipes should be heated (with thermostat) during winter months to prevent freezing. Downspout extensions, splash blocks and buried outlets must be maintained by the owners.

CONSTRUCTION OBSERVATIONS

This report has been prepared for the exclusive use of Grand Sunset, LLC. and the design/construction team to provide geotechnical design and construction criteria for the proposed project. The information, conclusions, and recommendations presented herein are based upon consideration of many factors including, but not limited to, the type of structures proposed, the geologic setting, and the subsurface conditions encountered. The conclusions and recommendations contained in the report are not valid for use by others. Standards of practice evolve in the area of geotechnical engineering. The recommendations provided in this report are appropriate for about three years. If the proposed project is not constructed within about three years, we should be contacted to determine if we should update this report.

We recommend that CTL | Thompson, Inc. provide construction observation services to allow us the opportunity to verify whether soil conditions are consistent with those found during this investigation. If others perform these observations, they must accept responsibility to judge whether the recommendations in this report remain appropriate.

GEOTECHNICAL RISK

The concept of risk is an important aspect with any geotechnical evaluation primarily because the methods used to develop geotechnical recommendations do



not comprise an exact science. We never have complete knowledge of subsurface conditions. Our analysis must be tempered with engineering judgment and experience. Therefore, the recommendations presented in any geotechnical evaluation should not be considered risk-free. Our recommendations represent our judgment of those measures that are necessary to increase the chances that the structures will perform satisfactorily. It is critical that all recommendations in this report are followed during construction. The owners must assume responsibility for maintaining the structures and use appropriate practices regarding drainage and landscaping. Improvements performed by the owner after construction, such as finishing a basement or construction of additions, retaining walls, decks, patios, landscaping and exterior flatwork, should be completed in accordance with recommendations in this report.

RADON

Radon is a gaseous, radioactive element that comes from the radioactive decay of uranium, which is commonly found in igneous rocks. The average indoor radon level in Grand County is approximately 5.6 pCi/L (<http://county-radon.info/CO/Grand.html>), which is above the recommended action level of 4 pCi/L as recommended by the Environmental Protection Agency. Testing for radon gas at the site is beyond the scope of this study. Due to the many factors that affect the radon levels in a specific building, accurate testing of radon levels is usually only possible after construction is complete. Typically, radon mitigation systems consist of ventilation systems installed beneath lower level slabs and crawlspaces. The infrastructure for such a mitigation system can normally be installed during construction at a relatively low cost, which is recommended. The buildings should be tested for radon once construction is complete. If test results indicate mitigation is required, the installed system can then be used for mitigation. We are not experts in radon testing or mitigation. If the client is concerned about radon, then a professional in this special field of practice should be consulted.



LIMITATIONS

The exploratory pits were located to provide a reasonably accurate picture of subsurface conditions. Variations in the subsurface conditions not indicated by the pits will occur. A representative of our firm should observe placement of and test structural fill. We should observe the completed foundation excavation to confirm that the exposed soils are suitable for support of the footings. This investigation was conducted in a manner consistent with that level of care and skill ordinarily exercised by geotechnical engineers currently practicing under similar conditions. No warranty, express or implied, is made. If we can be of further service in discussing the contents of this report, please call.

CTL | THOMPSON, INC.

Brittany Niggeler
Staff Geologist

BSN:MRH:GWB/ld

cc: jim.kreutzer@yahoo.com

Reviewed By:

George W. Benecke III, P.E.
Division Manager, Summit County



Not to scale

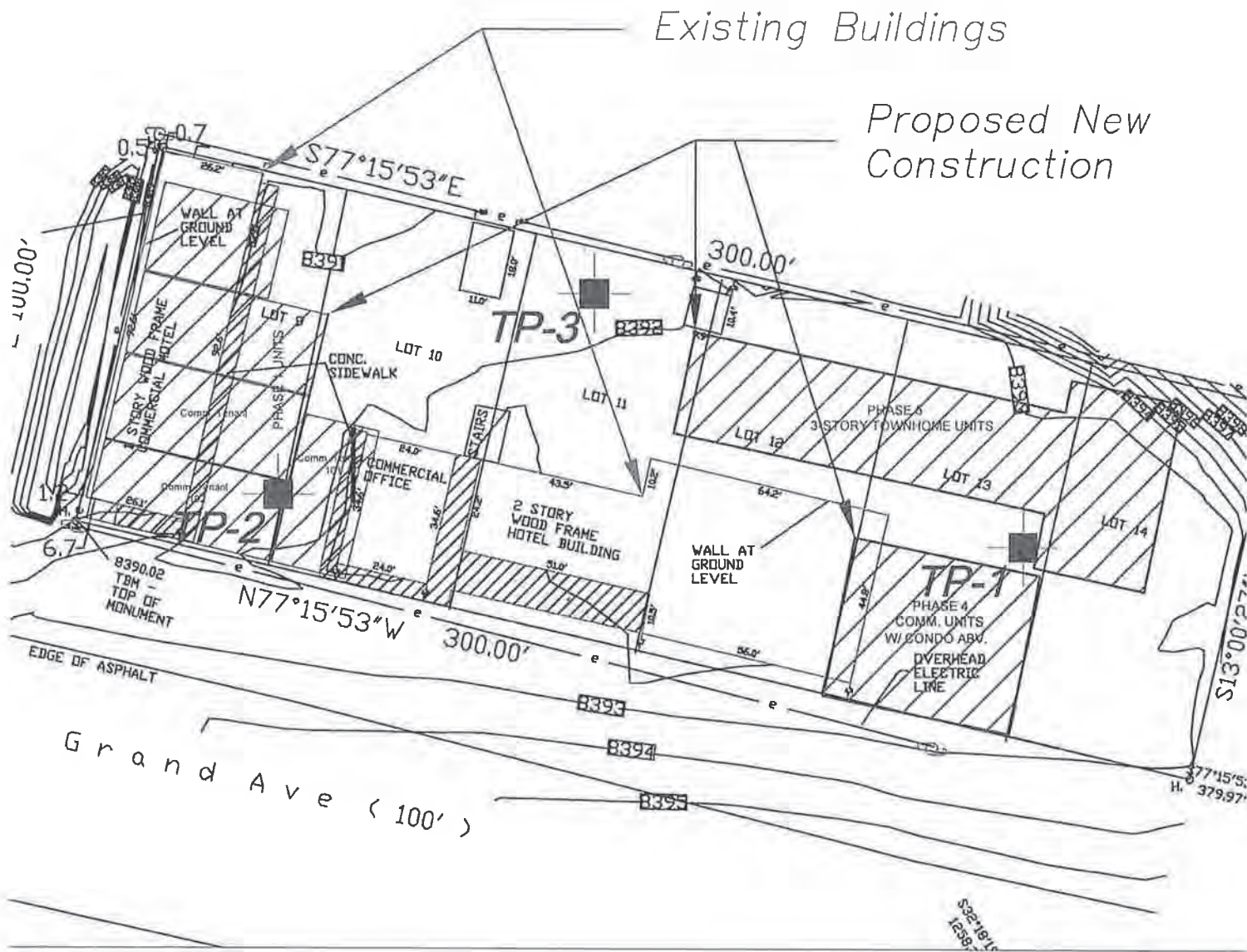


VICINITY MAP

Figure 1



Scale: 1 Inch = 40 feet



LOCATIONS OF EXPLORATORY PITS

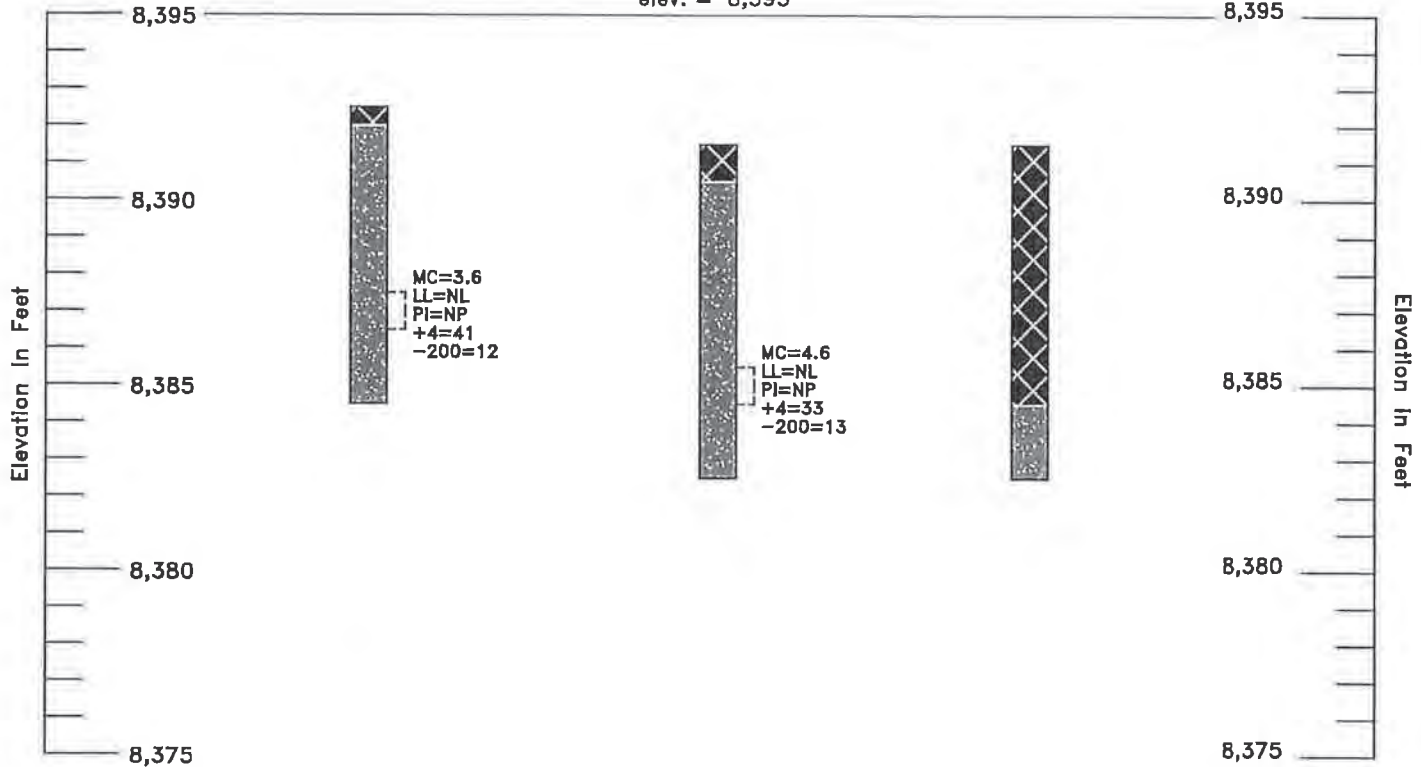
TP-1
ELEV.=8,392.5'

TP-2
ELEV.=8,391.5'

TP-3
ELEV.=8,391.5'



Approx. FF Main Levels
elev. = 8,395'



LEGEND:



FILL; ranges from a silty gravel with sand to a silty sand with gravel, similar to the native sand and gravel, with debris such as a cable and roots encountered at 7' in TP-3, medium dense, slightly moist to moist, medium brown.



SAND; silty sand with gravel, with subangular to subrounded cobbles up to 12" in diameter, medium dense to dense, slightly moist to moist, medium brown. (GM, SM)

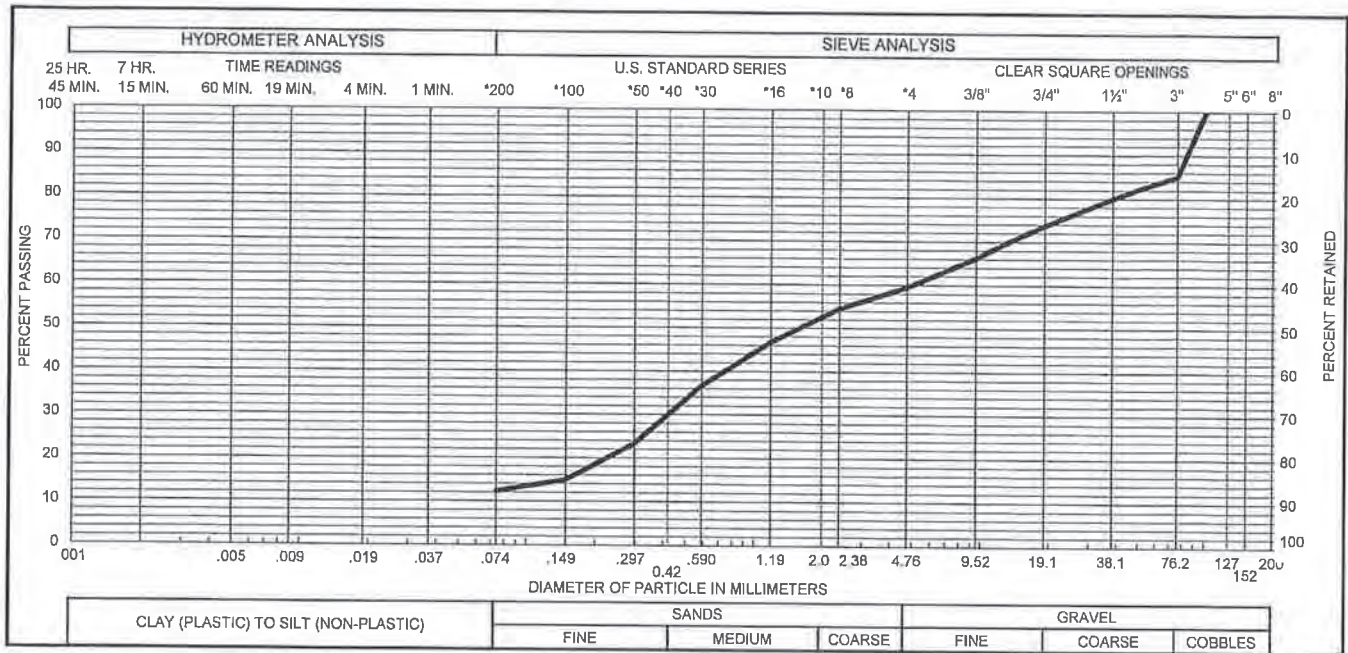


Disturbed bulk sample.

NOTES:

1. The pits were excavated with a track-mounted mini excavator on 05/18/20.
2. No groundwater was observed in the pits at the time of excavation. Groundwater levels can fluctuate. The pits were backfilled.
3. Pit locations as shown on Figure 2 were measured from site features and should be considered approximate.
4. Pit elevations are estimated from topography shown on Figure 2 and should be considered approximate. Relative elevations were checked by hand level.
5. These exploratory pits are subject to the explanations, limitations and conclusions contained in this report.

SUMMARY LOGS OF EXPLORATORY PITS



Sieve Size	% Passing
4 in.	100
3 in.	85
2 in.	82
1.5 in.	80
3/4 in.	74
1/2 in.	70
3/8 in.	66
No. 4	59
No. 8	54
No. 16	47
No. 30	37
No. 50	23
No. 100	15
No. 200	12

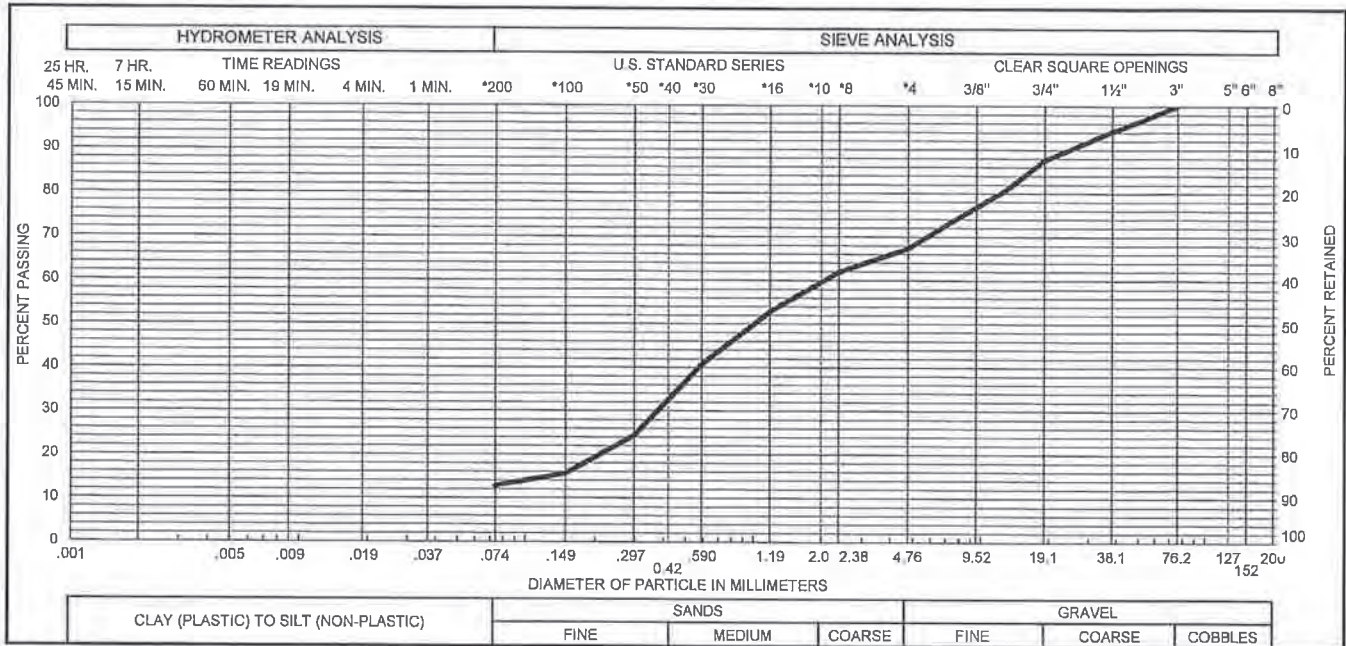
Curve No. 1

Sample of Silty Sand with Gravel (SM)

From TP-1 @ 5-6'

GRAVEL(USCS)	41 %	SAND(USCS)	47 %
SILT & CLAY	12 %	LIQUID LIMIT	NL %
PLASTICITY INDEX			NP %

Gradation Test Results



Sieve Size	% Passing
3 in.	100
2 in.	97
1.5 in.	94
3/4 in.	88
1/2 in.	80
3/8 in.	77
No. 4	67
No. 8	62
No. 16	53
No. 30	41
No. 50	24
No. 100	16
No. 200	13

Curve No. 1

Sample of Silty Sand with Gravel (SM)

From TP-2 @ 6-7'

GRAVEL(USCS)	33 %	SAND(USCS)	54 %
SILT & CLAY	13 %	LIQUID LIMIT	NL %
PLASTICITY INDEX			NP %

Gradation Test Results



↑ Thin for window sills & doors (Vertical) Siding & Staircase ↑



Horizontal Siding



Spencer Glass Windows



Metal Siding (Reveal Antrim)



Roofing Material ↑





State Documentary Fee
Date:
\$0.00
No Doc Fee Required

Quit Claim Deed

(Pursuant to C.R.S. 38-30-113(1)(d))

Grantor(s), **PLK LLC, A COLORADO LIMITED LIABILITY COMPANY**, whose street address is **PO BOX 11**, City or Town of **GRAND LAKE**, County of **GRAND** and State of **COLORADO, 80447**, for the consideration of ***** Ten Dollars and Other Good and Valuable Consideration ***** dollars, in hand paid, hereby sell(s) and quitclaim(s) to **GRAND SUNSET LLC A COLORADO LIMITED LIABILITY COMPANY** as Entity whose street address is **PO BOX 11**, City or Town of **GRAND LAKE**, County of **GRAND** and State of **COLORADO**, the following real property in the County of **Grand** and State of Colorado, to wit:

See attached "Exhibit A"

also known by street and number as **TBD - 505 GRAND AVENUE, GRAND LAKE, CO 80447**

with all its appurtenances.

Signed this day of .

PLK LLC A COLORADO LIMITED LIABILITY COMPANY

PATRICIA L KREUTZER AS MEMBER

State of **COLORADO**)
)ss
County of **GRAND**)

The foregoing instrument was acknowledged before me on this day of _____ by
PATRICIA L KREUTZER AS MEMBER OF PLK LLC, A COLORADO LIMITED LIABILITY COMPANY

Notary Public
My Commission expires _____



When recorded return to: **GRAND SUNSET LLC**
PO BOX 11, GRAND LAKE, CO 80447





Written instructions for preparation of deed

1. We, the undersigned Grantor(s) and Grantee(s), hereby instruct LAND TITLE GUARANTEE COMPANY (the "Company") to prepare the deed in the form attached hereto.
2. We agree to hold the Company harmless from any liability, damages, or expenses arising out of the preparation of the deed.
3. We agree and acknowledge that the Company:
 - a. Has recommended that we consult with legal counsel regarding the deed;
 - b. Has not advised or instructed the undersigned parties regarding the creation, legal effect or adequacy of the deed;
 - c. Has recommended that we the undersigned parties review their existing title policies and consult with their title insurer, or legal counsel, regarding the effect, if any, of the subject conveyance on existing coverage.
4. We have approved the form of deed.
5. We confirm that it is our intention to convey the property located at **TBD - 505 GRAND AVENUE, GRAND LAKE, CO 80447** with the legal description as follows:

**PARCEL A: LOTS 9, 10, 11 AND 12, BLOCK 26, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO
 PARCEL B: LOTS 13 AND 14, BLOCK 26, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO**

to the Grantee(s)

6. The Grantees instruct the Company to vest title under the deed as:

Joint Tenancy

Tenants in Common

(SEE ATTACHED "SIGNATURE PAGE")

Signature Page

Executed on ;

Grantor(s):

Grantee(s):

Print Name

Print Name

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name

Signature

Signature

Print Name

Print Name

Signature

Signature

Exhibit A

PARCEL A:

LOTS 11 AND 12, BLOCK 26, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO

PARCEL B:

LOTS 13 AND 14, BLOCK 26, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO



**Land Title Guarantee Company
Customer Distribution**



PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.

Order Number: **F60015487**

Date: **12/30/2021**

Property Address: **TBD - 505 GRAND AVENUE, GRAND LAKE, CO 80447**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

Connie Crego
5975 GREENWOOD PLAZA BLVD
SUITE 100
GREENWOOD VILLAGE, CO 80111
(303) 331-6270 (Work)
(303) 393-4903 (Work Fax)
ccrego@ltgc.com
Company License: CO44565

Closers Assistant

Kirk Cunningham
5975 GREENWOOD PLAZA BLVD
SUITE 100
GREENWOOD VILLAGE, CO 80111
(720) 200-1323 (Work)
(303) 393-3888 (Work Fax)
kcunningham@ltgc.com
Company License: CO44565

For Title Assistance

Land Title Builder Team
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 850-4134 (Work)
(303) 850-4188 (Work Fax)
builder@ltgc.com

Builder

PLK LLC
Attention: JIM KREUTZER
PO BOX 286
GRAND LAKE, CO 80447
(720) 546-7390 (Work)
glservicesllc@yahoo.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **F60015487** Date: 12/30/2021
 Property Address: **TBD - 505 GRAND AVENUE, GRAND LAKE, CO 80447**
 Parties: **A BUYER TO BE DETERMINED**
PLK LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO LOTS 11, 12, 13 AND 14, BLOCK 26 AND GRAND SUNSET LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO LOTS 9 AND 10, BLOCK 26

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
"TBD" Commitment	\$226.00
Total \$226.00	
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

Note: The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

Chain of Title Documents:

Grand county recorded 07/21/2021 under reception no. 2021008142

Grand county recorded 09/01/2020 under reception no. 2020007657

Grand county recorded 07/15/2020 under reception no. 2020005580

Grand county recorded 03/19/2020 under reception no. 2020002228

Grand county recorded 09/23/2019 under reception no. 2019007613

Grand county recorded 06/27/2019 under reception no. 2019004711

Grand county recorded 06/27/2019 under reception no. 2019004710

Grand county recorded 03/04/1999 under reception no. 99001945

Grand county recorded 12/07/1993 under reception no. 93012517

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: F60015487

Property Address:

TBD - 505 GRAND AVENUE, GRAND LAKE, CO 80447

1. Effective Date:

12/17/2021 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

A FEE SIMPLE

4. Title to the estate or interest covered herein is at the effective date hereof vested in:

PLK LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO LOTS 11, 12, 13 AND 14, BLOCK 26 AND GRAND SUNSET LLC, A COLORADO LIMITED LIABILITY COMPANY AS TO LOTS 9 AND 10, BLOCK 26

5. The Land referred to in this Commitment is described as follows:

PARCEL A:

LOTS 9, 10, 11 AND 12, BLOCK 26, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO

PARCEL B:

LOTS 13 AND 14, BLOCK 26, TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO

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**AMERICAN
 LAND TITLE
 ASSOCIATION**



ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: F60015487

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. EXISTING LEASES AND TENANCIES, IF ANY.
9. RESERVATIONS, EXCEPTIONS AND RIGHTS OF WAY AS CONTAINED IN U.S. PATENT RECORDED JUNE 13, 1903 IN BOOK 19 AT PAGE 446
10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CABLE TELEVISION BULK BILLING AGREEMENT RECORDED JULY 29, 1997 UNDER RECEPTION NO. 97006172.
11. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN AGREEMENT RECORDED SEPTEMBER 08, 1999, UNDER RECEPTION NO. 99009518.
12. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, ENCROACHMENTS, RESERVATIONS AND NOTES ON THE TOPOGRAPHIC SURVEY RECORDED APRIL 02, 2020 UNDER RECEPTION NO. 2332.



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- (A) The Subject real property may be located in a special taxing district.
- (B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property).
- (C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- (D) The Company must receive payment of the appropriate premium.
- (E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

Note: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

- (A) That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and
- (B) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Note: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.

Note: Pursuant to CRS 10-1-11(4)(a)(1), Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



**JOINT NOTICE OF PRIVACY POLICY OF
LAND TITLE GUARANTEE COMPANY,
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY
LAND TITLE INSURANCE CORPORATION AND
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company as agent for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to your non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
 - your transactions with, or from the services being performed by us, our affiliates, or others;
 - a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- The public records maintained by governmental entities that we obtain either directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT STATED ABOVE OR PERMITTED BY LAW.

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

- 2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.
- 3. The Company's liability and obligation is limited by and this Commitment is not valid without:
 - (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; and
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

CBRants

Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By *C Monroe* President

Attest *David Wald* Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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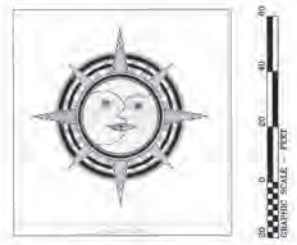
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TOPOGRAPHIC SURVEY

505 Grand Avenue

517 Grand Avenue

A Retracement Survey of Lots 9 - 14, Block 26, Town of Grand Lake, Grand County, Colorado Part of Sec. 6 T3N R76W of the 6th P.M.

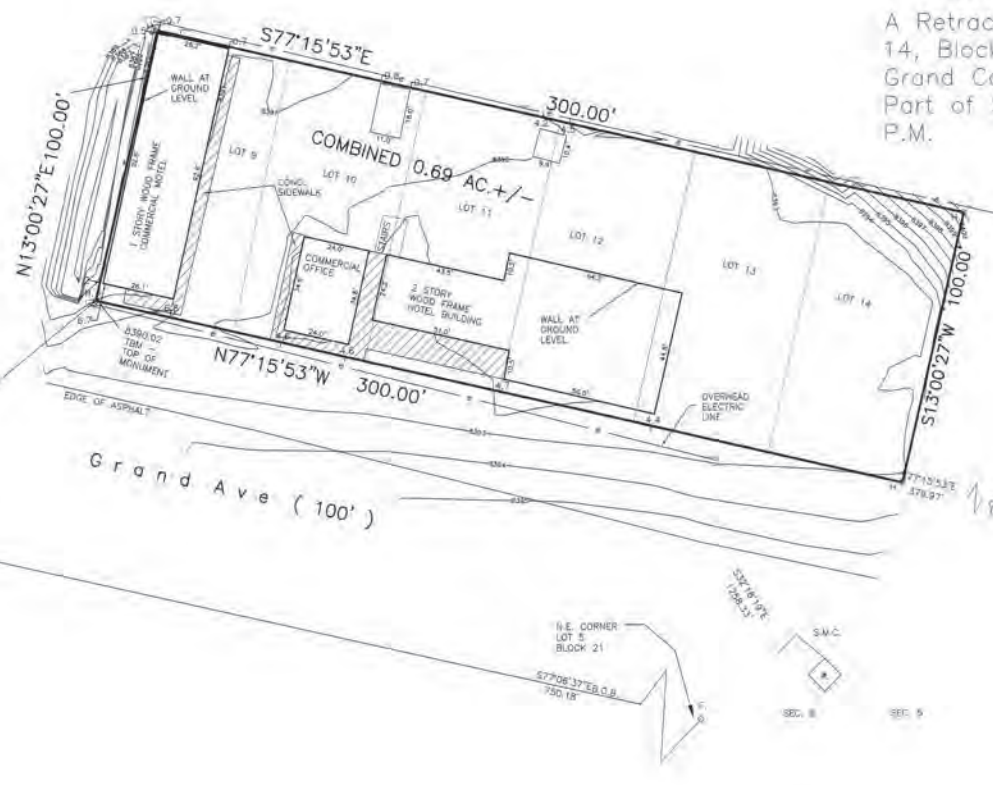


GRAPHIC SCALE - FEET
0 20 40 60

BASIS OF BEARINGS: S77°06'37"E, along the south right of way boundary of Grand Avenue, monumented as shown, derived with GPS/RTK.

- KEY:
- A. - EXHAUST PLS CORNER NOTED, FOUND 1950 BSM BRASS CAP.
 - B. - FOUND AXLE
 - C. - FOUND PLASTIC, CAPPED, 3/4" REBAR STAMPED PLS 25971.
 - D. - FOUND PLASTIC CAPPED, 3/4" REBAR STAMPED PLS 25698.
 - E. - FOUND 1/2" REBAR
 - F. - FOUND BRASS TAG IN CONCRETE, STAMPED PLS 25971.
 - G. - SET ALUMINUM CAPPED, 3/4" REBAR STAMPED PLS 25971.

CONTOUR INTERVAL: 1'
DATUM: NAVD83 - THE SURFACE OF GRAND LAKE IS THE ELEVATION OF 8367.0'



- NOTICE:
1. For title, reference to a title insurance policy is recommended.
 2. Buried utilities are not located or shown.
 3. Wellheads are not addressed.
 4. This document is certified as one, complete document. Any alteration, addition, change, or omission of any part of this document, as-is or after being transferred to other parties, supersedes and invalidates all previous information and certifications.
 5. The client did not require recorded easements, if any, to be shown.
 6. Subject to applicable building setbacks and zoning restrictions duly enacted and added after the recording of this subdivision.
 7. An original monument, set in good faith by the first surveyor, is a property corner. A boundary is the line where property rights change. Once established, property corners and boundaries do not move, but may possibly be vacated.

This land survey plat shows the result of a field survey done by me or under my responsible charge, based on facts known to me, complies with applicable statutes set forth by Title 38, Articles 50 and 51, CRS, and is not a warranty or guarantee, either expressed or implied.



LS2332

Azimuth Survey Company
P.O. Box 653, Fraser, Colorado 80442
800-725-2734 p970-531-1120

TOPOGRAPHIC SURVEY
505 Grand Avenue
A Retracement Survey of Lots 9 - 12, Block 26, Town of Grand Lake, Grand County, Colorado
Part of Sec. 6 T3N R76W of the 6th P.M.

STATE OF COLORADO
County of GRAND
Filed by *[Signature]*
Date of *[Signature]*
Recorded in *[Signature]*
Book *[Signature]*
Page *[Signature]*
Fees \$ 50.00

DATE: 12-05-19
SCALE: 1" = 50' UTM ST. W. JOB: A14-31

**CABLE TELEVISION BULK BILLING AGREEMENT
(HOTEL - OWNER INSTALLED)**

THIS AGREEMENT is entered into as of February 1, 1997 by and between Heritage Cablevision of Colorado, Inc., a Colorado corporation ("Operator"), and Charles Kloeber d/b/a Sunset Motel, as sole proprietor ("Owner").

RECITALS

A. Owner owns and operates the motel known as Sunset Motel, whose address is 504 Grand Ave., Grand Lake, CO in the Community containing 15 rooms, plus any units added or constructed in the future, the legal description of which is attached hereto as Exhibit A (the "Premises").

B. Operator operates a cable television system (the "System") in Grand Lake, Colorado (the "Community") pursuant to a franchise agreement or permit within the Community (the "Franchise").

C. Owner desires to obtain and Operator desires to provide the cable television and other services set forth in Exhibit B (the "Service") to the Premises.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall be for an initial term of 3 years and shall be automatically renewed for successive 2 year terms, unless sooner terminated as provided in Section 8.

2. Installation, Ownership and Maintenance of System.

(a) Installation. Owner has installed or will install a master antenna television ("MATV") system in the Premises which is suitable for the distribution of cable television service. At no charge to Owner, Operator will extend its coaxial cable from its street easements across Owner's property and to a point where it will interface with the existing MATV system.

(b) Ownership and Maintenance. The MATV system will be owned and maintained by Owner. Owner warrants that it will maintain the MATV system such that the Service may be distributed throughout the Premises in accordance with industry standards and Federal Communications Commission regulations, as well as Operator's specifications. If Owner fails to maintain the MATV system in accordance with the preceding sentence, Operator may, at its option, (i) discontinue the Service and terminate this Agreement or (ii) repair or rebuild the MATV system as required and charge Owner for all materials (at cost) and labor (at standard hourly rate) expended. For this purpose, Owner hereby grants and conveys to Operator and its successors and assigns an irrevocable, unrestricted easement in gross on, over, under, within and through the Premises as is necessary to install, maintain, repair and replace the MATV system. Such easement shall run with the land until the end of the term of this Agreement. Such grant shall include a right of reasonable access within the Premises to repair, maintain, relocate or replace Owner's equipment.

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3. Service.

(a) Service Provided. The Service provided by Operator to Owner will initially be as indicated in Exhibit B hereto; provided, however, that all channels deleted from the cable television service provided to other subscribers in the Community shall be deleted from the Service provided to Owner and may be replaced by channels selected by Operator. The Service is subject to change. Operator may from time to time rearrange, delete from or otherwise offer different cable television or broadcast programming on the Service.

(b) Premium Services. Owner shall deliver the premium services indicated in Exhibit B to guest rooms only, and such premium services shall not be shown in bars, lounges, hallways, lobbies or other common areas of the Premises. Owner shall not permit any advertisement, program delay, interruption, editing, insertion, deletions or any alteration in the premium services feed delivered to Owner by Operator. Owner shall not authorize and shall take reasonable steps to prevent copying or videotaping of premium services by anyone on the Premises. Owner shall not charge guests staying at the Premises any fee for premium services. All advertising and promotional materials describing the availability of premium services to guests staying at the Premises shall contain the phrase "free to guests," and Operator shall have the right to review and approve all such advertising and promotional materials concerning premium services used by Owner.

(c) Advertising and Promotion. At its option, Operator may provide to Owner on-site advertising and promotional materials, including but not limited to (i) posters for use in the lobby and other common rooms of the Premises, (ii) premium services, program guides and customized holders for placement on all television sets in guest rooms and (iii) a channel line-up for each guest room. Owner agrees to allow such material to be displayed in the public areas of the Premises, and to cooperate by providing assistance in placement by its employees.

4. Rates and Other Costs.

(a) Service. Owner shall pay to Operator a charge of \$13.49 per month per guest room, for the Service, in accordance with the billing procedures set forth in Section 4(b). Applicable taxes and fees shall be added to such charge. The rates payable by Owner hereunder shall be payable whether or not such guest room or other unit is occupied. ***Operator shall be entitled to increase the Monthly Service Charge upon 30 days' notice to Owner not more than once per twelve months during the Initial Term and any Renewal Term. In no event shall a rate increase be more than the percentage increase of residential rates by Operator in the Community in the same twelve month period.***

(b) Billing. The stated monthly rate shown in Section 4(a) shall be paid monthly within 20 days after the end of the month for which payment is due. Interest on any payments not timely paid pursuant to this section shall accrue at the rate of 1.5% per month. Upon any delinquency in payment, Operator shall have the right to disconnect the Service provided to the Premises and

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terminate this Agreement by 10 days' prior written notice to Owner, and Owner shall be responsible for paying all delinquent payments and other applicable charges.

5. Indemnification. Operator shall hold harmless and indemnify Owner and its principals, partners, affiliates, officers, directors, agents and employees from and against any and all damage or claims for damage asserted by reason of Operator's installation and maintenance of the System (except loss or damage arising from any negligent or willful act or omission of Owner, its agents or employees) or the material breach of any representation, warranty or covenant made by Operator in this Agreement. Owner shall hold harmless and indemnify Operator and its principals, partners, affiliates, officers, directors, agents and employees from and against any and all damage or claims for damage that may be asserted by reason of the ownership, use or occupancy of the Premises by Owner, its agents or employees (except loss or damage arising from any negligent or willful act or omission of Operator, its agents or employees) or the material breach of any representation, warranty or covenant made by Owner in this Agreement. If either party is obligated to incur costs in order to enforce any provisions of this Agreement, the prevailing party shall be reimbursed by the other party for all reasonable costs so incurred, including reasonable attorneys' fees and costs.

6. Information and Records. Owner agrees to supply in writing to Operator the name of the manager of the Premises and the total number of guest rooms. Owner further agrees to notify Operator in writing within five business days of any change in the above information. Owner shall provide access to Operator to records concerning the Premises upon 10 days' written notice to Owner in order to verify the accuracy of information provided to Operator.

7. Covenants of Owner. As of the date hereof and during the term of this Agreement:

(a) Title. Owner warrants that it has title to the property on which the Premises is located and is authorized to enter into this Agreement, or if the execution of this Agreement is not by Owner, the signatory of this Agreement is the authorized agent of Owner. This Agreement constitutes the legal, valid and binding obligation of Owner.

(b) Interference. As an inducement to Operator to make the capital expenditure required to install the Service in the Premises, Owner represents that it has not granted and will not grant any other easements or rights which will interfere with the operation within the Premises of Operator's Service or System.

(c) Pay-Per-View. During the term of this Agreement, Owner shall not contract for or permit there to be operated or maintained, by any person or entity other than Operator or any current provider of pay-per-view services to the Premises, any pay-per-view, pay-per-stay or similar pay television service within the Premises without first offering to allow Operator to provide such services on terms and conditions substantially similar to those pursuant to which such services would be provided by the other person or entity.

8. Termination.

(a) By Notice. Either party may terminate this Agreement as of the end of the initial or any renewal term by giving written notice to the other at least 90 days prior to the expiration date of the initial term of this Agreement, or any subsequent renewal term hereof.

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(b) By Default. This Agreement may be terminated by Operator if Owner fails to pay any sums due under this Agreement within 10 days of written notice by Operator. This Agreement may be terminated by either party if the other party violates any material, non-monetary provision of this Agreement, or is unable or unwilling to fulfill its duties or other obligations hereunder; provided however, that the defaulting party shall be given notice of the default, and shall have 30 days from receipt of such notice in which to cure or commence to cure the default. If the defaulting party has not cured or commenced to cure (and is proceeding diligently to cure) such default by the end of such 30-day period, this Agreement shall terminate on the date stated in the notice. Upon termination, the non-defaulting party may pursue all available remedies.

(c) By Operator. Operator may terminate this Agreement upon 60 days' written notice to Owner if Operator is unable to continue the distribution of the Service due to any governmental law, rule, regulation, judgment of any court, contract with a third party, force majeure or any other reason beyond the reasonable control of Operator, or if the Franchise is assigned, terminated, surrendered or revoked for any reason.

9. Notice. Any notices pursuant to this Agreement shall be validly given or served if in writing and sent by registered or certified mail (or by regular mail in the case of notice as described in paragraph 4a), postage prepaid, to the following addresses:

(a) If to Operator:

TCI Cablevision of the Rockies, Inc.
0140 Metcalf Rd / PO Box 439
Avon, CO 81620
Attention: System Manager

With a copy to:

Tele-Communications, Inc.
5619 DTC Parkway
Englewood, Colorado 80111
Attention: Legal Department

(b) If to Owner:

Sunset Motel
PO Box 949
Granby, CO 80446
Attention: Manager

with a copy to:
Division Counsel
TCI Central, Inc.
4700 S. Syracuse St., #1100
Denver, CO 80237-2722

or to such other addresses as either party may designate to the other in writing. Delivery of any notice shall be deemed to be effective on the date set forth on the receipt of registered or certified mail.

10. Legal Actions. If legal action is necessary to enforce any provision of this Access Agreement or any agreement relating hereto, the prevailing party in such action shall be entitled to recover its costs and expenses of such action, including reasonable attorney's fees. Owner acknowledges that the breach by Owner of any of its obligations under this Access Agreement cannot be reasonably or adequately compensated in damages in any action at law and that a breach of this Access Agreement by Owner will cause Operator irreparable injury and damage; Owner,

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therefore, expressly agrees that in the event of a breach or threatened breach of this Access Agreement, Operator shall be entitled to injunctive and other equitable relief against Owner. Resort to equitable relief shall not in any way be construed as a waiver of any other rights or remedies which Operator may have for damages or otherwise.

11. Miscellaneous.

(a) **Service Interruption.** In the event that, during the term of this Agreement, Service is interrupted or discontinued because of some occurrence beyond the reasonable control of Operator, such discontinuance or interruption shall not be considered a breach of this Agreement.

(b) **Franchise Obligations.** The parties acknowledge that Operator is subject to the provisions of the Franchise and to the provisions of applicable federal and state laws and regulations. Any duty or promise of Operator under this Agreement which conflicts with any provision of the Franchise, or with applicable federal or state laws or regulations, is to that extent void.

(c) **Waiver.** The waiver by either party of a breach or violation of, or failure of either party to enforce, any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation or relinquishment of any rights hereunder.

(d) **Integration.** This writing represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all previous agreements of whatever nature between the parties with respect to the subject matter; it may not be altered or amended except by an agreement in writing signed by both parties.

(e) **Choice of Law.** This Agreement has been made in and its validity, performance and effect shall be determined in accordance with the internal laws of the state in which the Community is located.

(f) **Headings; Exhibits.** The headings of sections in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation. All schedules, exhibits or attachments referred to herein shall be incorporated in and constitute a part of this Agreement.

(g) **Assignment; Binding Effect.** This Agreement may be assigned by either party without the consent of the other party, and upon such assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, representatives and assigns. Owner agrees to give Operator no less than 30 days' prior written notice of any sale, assignment or transfer of Owner's interest in the Premises, including the name and address of the prospective purchaser, and agrees to provide a copy of this Agreement to any such prospective purchaser of the Premises.

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(h) **Severability.** If any part of any provision of this Agreement is invalid or unenforceable under applicable law, the provision shall be ineffective only to the extent of such in validity or unenforceability without in any way affecting the remaining parts of the provision or this Agreement.

(i) **Construction.** Both parties hereby acknowledge that they participated equally in the negotiation and drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than against the other.

(j) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(k) **Recording.** At the option of Operator, this Agreement may be recorded in the real property records of the County where the Premises is located.

The parties have executed this Cable Television Bulk Billing Agreement (Hotel-Owner Installed) as of the date first above written.

OWNER:
Charles Kloeber d/b/a Sunset Motel
By: [Signature]
Name: Charles Kloeber
Title: Owner


STATE OF COLORADO)
COUNTY OF GRAND)) ss.

Before me, a notary public in and for said County and State, appeared Charles Kloeber known to me to be the Owner of the Sunset Motel and executed the foregoing Cable Television Bulk Billing Agreement (Hotel-Owner Installed) as sole proprietor.

Witness my hand and seal this 28 day of JAN, 1997.

[Signature]
Notary Public
P.O. Box 1154
Shanley, CO 80446 (address)

My commission expires 7-2000




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OPERATOR:
Heritage Cablevision of Colorado, Inc.
d/b/a TCI Cablevision of the Rockies, Inc.

By: _____

Name: _____

Title: _____

Richard E. Franklin
Authorized Officer

STATE OF Colorado)
COUNTY OF Denver)) ss.

Before me, a notary public in and for said County and State, appeared Richard E. Franklin known to me to be the Authorized Officer of Heritage Cablevision of Colorado, Inc., and executed the foregoing Cable Television Bulk Billing Agreement (Hotel-Owner Installed) on behalf of the corporation.
Witness my hand and seal this 21st day of February, 1997.

(S E A L) _____
Notary Public

My commission expires: _____ (address)
9-5-00



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EXHIBIT A

To Cable Television Bulk Billing Agreement (Hotel-Owner Installed) dated

February 1, 1997

Between

Charles Kloeber d/b/a Sunset Motel

and

Heritage Cablevision of Colorado, Inc. d/b/a TCI Cablevision of the Rockies, Inc.

Legal Description

Town of Grand Lake, County of Grand, State of Colorado

Block 26,
Lot 9,10, 11 and 12


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EXHIBIT B

Attached to and Forming a Part of the Cable Television Bulk Billing Agreement
between Charles Kloeber d/b/a Sunset Motel, as Owner
and Heritage Cablevision of Colorado, Inc., as Operator

Description of Service**Guest Rooms**

15 guest rooms with basic service at \$13.49/unit/month for \$202.35 monthly payment

Any public or common areas (other than bars or restaurants), will be billed at the commercial rate, which varies depending on the use of the area. Outlets in public or common areas may not have any premium services such as HBO, Cinemax, Showtime, Disney, Starz, Encore, pay-per-view movies or the like. Typical common areas in Premises such as these would be a lobby, office, laundry room, conference room or the like. Areas where any commercial enterprise is in operation would be contracted separately.

Any bars, restaurants or retail outlets on the Premises will contract separately for their cable services.

This agreement is valid only if executed by February 15, 1997 by Owner.

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**CABLE TELEVISION BULK BILLING AGREEMENT
(HOTEL - OWNER INSTALLED)**

THIS AGREEMENT is entered into as of February 1, 1997 by and between Heritage Cablevision of Colorado, Inc., a(n) Colorado corporation ("Operator"), and Charles Kloeber d/b/a Bluebird Motel, as sole proprietor ("Owner").

RECITALS

A. Owner owns and operates the motel known as Bluebird Motel, whose address is 30 River Drive, Grand Lake, CO in the Community containing 12 rooms, plus any units added or constructed in the future, the legal description of which is attached hereto as Exhibit A (the "Premises").

B. Operator operates a cable television system (the "System") in Grand Lake, Colorado (the "Community") pursuant to a franchise agreement or permit within the Community (the "Franchise").

C. Owner desires to obtain and Operator desires to provide the cable television and other services set forth in Exhibit B (the "Service") to the Premises.

AGREEMENT

In consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall be for an initial term of 3 years and shall be automatically renewed for successive 2 year terms, unless sooner terminated as provided in Section 8.

2. Installation, Ownership and Maintenance of System.

(a) Installation. Owner has installed or will install a master antenna television ("MATV") system in the Premises which is suitable for the distribution of cable television service. At no charge to Owner, Operator will extend its coaxial cable from its street easements across Owner's property and to a point where it will interface with the existing MATV system.

(b) Ownership and Maintenance. The MATV system will be owned and maintained by Owner. Owner warrants that it will maintain the MATV system such that the Service may be distributed throughout the Premises in accordance with industry standards and Federal Communications Commission regulations, as well as Operator's specifications. If Owner fails to maintain the MATV system in accordance with the preceding sentence, Operator may, at its option, (i) discontinue the Service and terminate this Agreement or (ii) repair or rebuild the MATV system as required and charge Owner for all materials (at cost) and labor (at standard hourly rate) expended. For this purpose, Owner hereby grants and conveys to Operator and its successors and assigns an irrevocable, unrestricted easement in gross on, over, under, within and through the Premises as is necessary to install, maintain, repair and replace the MATV system. Such easement shall run with the land until the end of the term of this Agreement. Such grant shall include a right of reasonable access within the Premises to repair, maintain, relocate or replace Owner's equipment.

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3. Service.

(a) **Service Provided.** The Service provided by Operator to Owner will initially be as indicated in Exhibit B hereto; provided, however, that all channels deleted from the cable television service provided to other subscribers in the Community shall be deleted from the Service provided to Owner and may be replaced by channels selected by Operator. The Service is subject to change. Operator may from time to time rearrange, delete from or otherwise offer different cable television or broadcast programming on the Service.

(b) **Premium Services.** Owner shall deliver the premium services indicated in Exhibit B to guest rooms only, and such premium services shall not be shown in bars, lounges, hallways, lobbies or other common areas of the Premises. Owner shall not permit any advertisement, program delay, interruption, editing, insertion, deletions or any alteration in the premium services feed delivered to Owner by Operator. Owner shall not authorize and shall take reasonable steps to prevent copying or videotaping of premium services by anyone on the Premises. Owner shall not charge guests staying at the Premises any fee for premium services. All advertising and promotional materials describing the availability of premium services to guests staying at the Premises shall contain the phrase "free to guests," and Operator shall have the right to review and approve all such advertising and promotional materials concerning premium services used by Owner.

(c) **Advertising and Promotion.** At its option, Operator may provide to Owner on-site advertising and promotional materials, including but not limited to (i) posters for use in the lobby and other common rooms of the Premises, (ii) premium services, program guides and customized holders for placement on all television sets in guest rooms and (iii) a channel line-up for each guest room. Owner agrees to allow such material to be displayed in the public areas of the Premises, and to cooperate by providing assistance in placement by its employees.

4. Rates and Other Costs.

(a) **Service.** Owner shall pay to Operator a charge of \$13.49 per month per guest room, for the Service, in accordance with the billing procedures set forth in Section 4(b). Applicable taxes and fees shall be added to such charge. The rates payable by Owner hereunder shall be payable whether or not such guest room or other unit is occupied. ***Operator shall be entitled to increase the Monthly Service Charge upon 30 days' notice to Owner not more than once per twelve months during the Initial Term and any Renewal Term. In no event shall a rate increase be more than the percentage increase of residential rates by Operator in the Community in the same twelve month period.***

(b) **Billing.** The stated monthly rate shown in Section 4(a) shall be paid monthly within 20 days after the end of the month for which payment is due. Interest on any payments not timely paid pursuant to this section shall accrue at the rate of 1.5% per month. Upon any delinquency in payment, Operator shall have the right to disconnect the Service provided to the Premises and terminate this Agreement by 10 days' prior written notice to Owner, and Owner shall be responsible for paying all delinquent payments and other applicable charges.

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5. Indemnification. Operator shall hold harmless and indemnify Owner and its principals, partners, affiliates, officers, directors, agents and employees from and against any and all damage or claims for damage asserted by reason of Operator's installation and maintenance of the System (except loss or damage arising from any negligent or willful act or omission of Owner, its agents or employees) or the material breach of any representation, warranty or covenant made by Operator in this Agreement. Owner shall hold harmless and indemnify Operator and its principals, partners, affiliates, officers, directors, agents and employees from and against any and all damage or claims for damage that may be asserted by reason of the ownership, use or occupancy of the Premises by Owner, its agents or employees (except loss or damage arising from any negligent or willful act or omission of Operator, its agents or employees) or the material breach of any representation, warranty or covenant made by Owner in this Agreement. If either party is obligated to incur costs in order to enforce any provisions of this Agreement, the prevailing party shall be reimbursed by the other party for all reasonable costs so incurred, including reasonable attorneys' fees and costs.

6. Information and Records. Owner agrees to supply in writing to Operator the name of the manager of the Premises and the total number of guest rooms. Owner further agrees to notify Operator in writing within five business days of any change in the above information. Owner shall provide access to Operator to records concerning the Premises upon 10 days' written notice to Owner in order to verify the accuracy of information provided to Operator.

7. Covenants of Owner. As of the date hereof and during the term of this Agreement:

(a) **Title.** Owner warrants that it has title to the property on which the Premises is located and is authorized to enter into this Agreement, or if the execution of this Agreement is not by Owner, the signatory of this Agreement is the authorized agent of Owner. This Agreement constitutes the legal, valid and binding obligation of Owner.

(b) **Interference.** As an inducement to Operator to make the capital expenditure required to install the Service in the Premises, Owner represents that it has not granted and will not grant any other easements or rights which will interfere with the operation within the Premises of Operator's Service or System.

(c) **Pay-Per-View.** During the term of this Agreement, Owner shall not contract for or permit there to be operated or maintained, by any person or entity other than Operator or any current provider of pay-per-view services to the Premises, any pay-per-view, pay-per-stay or similar pay television service within the Premises without first offering to allow Operator to provide such services on terms and conditions substantially similar to those pursuant to which such services would be provided by the other person or entity.

8. Termination.

(a) **By Notice.** Either party may terminate this Agreement as of the end of the initial or any renewal term by giving written notice to the other at least 90 days prior to the expiration date of the initial term of this Agreement, or any subsequent renewal term hereof.

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(b) By Default. This Agreement may be terminated by Operator if Owner fails to pay any sums due under this Agreement within 10 days of written notice by Operator. This Agreement may be terminated by either party if the other party violates any material, non-monetary provision of this Agreement, or is unable or unwilling to fulfill its duties or other obligations hereunder; provided however, that the defaulting party shall be given notice of the default, and shall have 30 days from receipt of such notice in which to cure or commence to cure the default. If the defaulting party has not cured or commenced to cure (and is proceeding diligently to cure) such default by the end of such 30-day period, this Agreement shall terminate on the date stated in the notice. Upon termination, the non-defaulting party may pursue all available remedies.

(c) By Operator. Operator may terminate this Agreement upon 60 days' written notice to Owner if Operator is unable to continue the distribution of the Service due to any governmental law, rule, regulation, judgment of any court, contract with a third party, force majeure or any other reason beyond the reasonable control of Operator, or if the Franchise is assigned, terminated, surrendered or revoked for any reason.

9. Notice. Any notices pursuant to this Agreement shall be validly given or served if in writing and sent by registered or certified mail (or by regular mail in the case of notice as described in paragraph 4a), postage prepaid, to the following addresses:

(a) If to Operator:

TCI Cablevision of the Rockies, Inc.
0140 Metcalf Rd / PO Box 439
Avon, CO 81620
Attention: System Manager

With a copy to:

Tele-Communications, Inc.
5619 DTC Parkway
Englewood, Colorado 80111
Attention: Legal Department

(b) If to Owner:

Bluebird Motel
PO Box 949
Granby, CO 80446
Attention: Manager

with a copy to:
Division Council
TCI Central
4700 S. Syracuse 100
Denver, CO 80207-1032

or to such other addresses as either party may designate to the other in writing. Delivery of any notice shall be deemed to be effective on the date set forth on the receipt of registered or certified mail.

10. Legal Actions. If legal action is necessary to enforce any provision of this Access Agreement or any agreement relating hereto, the prevailing party in such action shall be entitled to recover its costs and expenses of such action, including reasonable attorney's fees. Owner acknowledges that the breach by Owner of any of its obligations under this Access Agreement cannot be reasonably or adequately compensated in damages in any action at law and that a breach of this Access Agreement by Owner will cause Operator irreparable injury and damage; Owner, therefore, expressly agrees that in the event of a breach or threatened breach of this Access

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Agreement, Operator shall be entitled to injunctive and other equitable relief against Owner. Resort to equitable relief shall not in any way be construed as a waiver of any other rights or remedies which Operator may have for damages or otherwise.

11. Miscellaneous.

(a) **Service Interruption.** In the event that, during the term of this Agreement, Service is interrupted or discontinued because of some occurrence beyond the reasonable control of Operator, such discontinuance or interruption shall not be considered a breach of this Agreement.

(b) **Franchise Obligations.** The parties acknowledge that Operator is subject to the provisions of the Franchise and to the provisions of applicable federal and state laws and regulations. Any duty or promise of Operator under this Agreement which conflicts with any provision of the Franchise, or with applicable federal or state laws or regulations, is to that extent void.

(c) **Waiver.** The waiver by either party of a breach or violation of, or failure of either party to enforce, any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation or relinquishment of any rights hereunder.

(d) **Integration.** This writing represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all previous agreements of whatever nature between the parties with respect to the subject matter; it may not be altered or amended except by an agreement in writing signed by both parties.

(e) **Choice of Law.** This Agreement has been made in and its validity, performance and effect shall be determined in accordance with the internal laws of the state in which the Community is located.

(f) **Headings; Exhibits.** The headings of sections in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation. All schedules, exhibits or attachments referred to herein shall be incorporated in and constitute a part of this Agreement.

(g) **Assignment; Binding Effect.** This Agreement may be assigned by either party without the consent of the other party, and upon such assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, representatives and assigns. Owner agrees to give Operator no less than 30 days' prior written notice of any sale, assignment or transfer of Owner's interest in the Premises, including the name and address of the prospective purchaser, and agrees to provide a copy of this Agreement to any such prospective purchaser of the Premises.

(h) **Severability.** If any part of any provision of this Agreement is invalid or unenforceable under applicable law, the provision shall be ineffective only to the extent of such in validity or unenforceability without in any way affecting the



remaining parts of the provision or this Agreement.

(i) **Construction.** Both parties hereby acknowledge that they participated equally in the negotiation and drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than against the other.

(j) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(k) **Recording.** At the option of Operator, this Agreement may be recorded in the real property records of the County where the Premises is located.


The parties have executed this Cable Television Bulk Billing Agreement (Hotel-Owner Installed) as of the date first above written.

OWNER:
Charles Kloeber d/b/a Bluebird Motel
By: Charles Kloeber
Name: Charles Kloeber
Title: Owner

STATE OF COLORADO)
COUNTY OF GRAND) ss.

Before me, a notary public in and for said County and State, appeared Charles Kloeber known to me to be the Owner the Bluebird Motel, and executed the foregoing Cable Television Bulk Billing Agreement (Hotel-Owner Installed) as the sole proprietor.

Witness my hand and seal this 28 day of JAN., 1997.

 Penny M. Eckert
Notary Public
P.O. Box 1154
(address) Granby, CO 80446


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OPERATOR:
Heritage Cablevision of Colorado, Inc.
d/b/a TCC Cablevision of the Rockies, Inc.

By: [Signature]

Name: Richard E. Franklin
Authorized Officer

Title:

STATE OF Colorado)
COUNTY OF Denver)) ss.

Before me, a notary public in and for said County and State, appeared Richard E. Franklin known to me to be the Authorized Officer of Heritage Cablevision of Colorado, Inc., and executed the foregoing Cable Television Bulk Billing Agreement (Hotel-Owner Installed) on behalf of the corporation.

Witness my hand and seal this 21st day of February, 1997.

(S E A L) [Signature]
Notary Public

My commission expires: 9-5-00 (address) _____




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EXHIBIT A

To Cable Television Bulk Billing Agreement (Hotel-Owner Installed) dated

February 1, 1997

Between

Charles Kloeber d/b/a Bluebird Motel

and

Heritage Cablevision of Colorado, Inc. d/b/a TCI Cablevision of the Rockies, Inc.

Legal Description

Unincorporated Grand County, State of Colorado

Pine Beach Subdivision,

Block 9,

Lot 3 & Tract App. 30' X 100' South of said lot



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TCIFORMS/HOTEL-BB.OWN

EXHIBIT B

Attached to and Forming a Part of the Cable Television Bulk Billing Agreement
between Charles Kloeber d/b/a Bluebird Motel, as Owner
and Heritage Cablevision of Colorado, Inc., as Operator

Description of Service**Guest Rooms**

12 guest rooms with basic service at \$13.49/unit/month for \$161.88 monthly payment

Any public or common areas (other than bars or restaurants), will be billed at the commercial rate, which varies depending on the use of the area. Outlets in public or common areas may not have any premium services such as HBO, Cinemax, Showtime, Disney, Starz, Encore, pay-per-view movies or the like. Typical common areas in Premises such as these would be a lobby, office, laundry room, conference room or the like. Areas where any commercial enterprise is in operation would be contracted separately.

Any bars, restaurants or retail outlets on the Premises will contract separately for their cable services.

This agreement is valid only if executed by February 15, 1997 by Owner.

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97006172 07/29/1997 10:06A AGR
18 of 18 R 91.00 D 0.00 N 0.00 Grand County, CO

U. S. Patent - Grand Lake

The United States of America, To all to whom these presents shall come, Greeting: Certificate No. 404
 Whereas there has been paid to the General Land Office of the United States a certificate of the Register of the Land Office at Central City, Colorado, which it appears that pursuant to Section 2286 of the Revised Statutes of the United States, full payment has been made by John S. Mills Chairman of the Board of Land Commissioners of Grand Lake, Colorado, for the lot or parcel of land described as follows, Beginning at Corner No. 1, 6 links N. and 20 links W. of quarter corner on S. 1/4 between sections 6 and 31, T. 3 and 4, N. R. 70 to 71, then South 77° 45' East 79.96 Chains to corner No. 2, then South 12° 15' W. 20.02 Chains to corner No. 3, then North 77° 45' W. 80.02 Chains to corner No. 4, then North 12° 15' E. 20.02 Chains to corner No. 1, the place of beginning, containing one hundred and six acres, and carrying a tax team of sections 6 and 31 in Town ship 3 North of Range 4 West in the North Principal Meridian in Colorado according to the official plat of the survey of the said lands returned to the General Land Office by the Surveyor General - Now know ye, that these premises granted by the United States unto the said John S. Mills the tract of land above described to him and to his heirs and assigns forever, do appear to be a portion of the land which the said John S. Mills in trust for the use, benefit and profit of the occupants of the County of Grand, according to their respective interests, and this survey done in trust as aforesaid, and there is reserved for the lands hereby granted, a right of way through six links or enough to be created by the authority of the United States - In testimony whereof, Theodore Roosevelt, President of the United States of America, has caused these letters to be made public, and the seal of the General Land Office to be hereunto affixed - Given under my hand at the City of Washington, this 13th day of May in the year of our Lord one thousand nine hundred and seven and of the Independence of the United States the one hundred and thirtieth -
 By the President, J. Roosevelt By H. M. McKean Secretary
 C. H. Busch Quartermaster of the General Land Office

Seal

Rec. Minn. Vol 444 Pages 277 & 278 -

Filed for record on the 13th day of June A.D. 1907
 at 9 o'clock AM
 H. M. McKean
 Quartermaster

19-446

CHAPTER 12: LAND USE REGULATIONS

ARTICLE 6: LAND SUBDIVISION

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See Ord. #02-1984	Adopted Jan. 9, 1984	See Ord. #08-1985	Adopted May 13, 1985
See Ord. #04-1986	Adopted Mar. 10, 1986	See Ord. #07-1986	Adopted July 7, 1986
See Ord. #02-1988	Adopted Mar. 14, 1988	See Ord. #05-1999	Adopted Aug. 23, 1999
See Ord. #04-2000	Adopted May 22, 2000	See Ord. #02-2004	Adopted Feb. 9, 2004
See Ord. #05-2005	Adopted July 11, 2005	See Ord. #06-2008	Adopted May 12, 2008
See Ord. #11-2008	Adopted Dec. 8, 2008	See Ord. #15-2009	Adopted Mar. 23, 2009
See Ord. #40-2009	Adopted Oct. 26, 2009	See Ord. #XX-2019	Adopted Apr. 22, 2019

CHAPTER 12: LAND USE REGULATIONS

ARTICLE 6: LAND SUBDIVISION

This is a condition of all amendments to the Original Ordinance adopting Subdivision Regulations as the same is contained in Ordinance 8-1983 contained in the Town Code. Since that time, the following ordinances have been adopted amending some aspect of the Land Subdivision Ordinance.

12-6-1 Title

An Article establishing rules, regulations and standards governing the Subdivision of Land and/or Structures (airspace condominiums and other types of property divisions) within or proposed to be annexed to the Town of Grand Lake, setting forth the procedure to be followed by the Planning Commission in applying and administering these rules, regulations and standards, and setting forth the penalties for the violation thereof as established by the State of Colorado.

Short Title

This Article shall be known, referred to and cited as the “Grand Lake Subdivision Article”.

12-6-2 Authority

The Town of Grand Lake is enabled by law to control the subdivision of all the incorporated land and/or structures (airspace condominiums and other types of property divisions) within the legal boundaries of the Town of Grand Lake by virtue of (C.R.S. 31-24-214, 1973, as amended).

12-6-3 Jurisdiction

Any person, partnership, or corporation intending to subdivide land property as defined in Section 12-6-5 of this Article shall submit plans and plats as required by and specified herein to the Town of Grand Lake Planning Commission.

It shall be unlawful for any owner or agent having control of any land and/or structures within the incorporated limits of the Town of Grand Lake to subdivide or cause to be platted any such land and/or structures into lots, separate airspace units of any kind, blocks, streets, avenues, alleys, public ways or grounds unless by subdivision plat in accordance with this subdivision Article. No Building permit shall be issued nor shall any building be erected on any subdivided lot, or tract of land, and/or structure without the street giving access thereto having first been accepted for public use and for maintenance by the Board of Trustees of

the Town of Grand Lake.

12-6-4 Purpose

The Purposes of this Article are:

- (A) To ensure the orderly, efficient and integrated development of the Town.
- (B) To promote the health, safety and general welfare of the residents of the Town.
- (C) To ensure conformance and coordination of land and structure subdivision plans with the public improvement plans of the Town.
- (D) To encourage well-planned subdivisions by establishing adequate standards for design and improvement.
- (E) To improve land survey monuments and records by establishing standards for surveys and plats.
- (F) To safeguard the interests of the public, the homeowner and the subdivider.
- (G) To secure equitable handling of all subdivision plans by providing uniform procedures and standards.
- (H) To prevent loss and injury from fire in wooded terrain.
- (I) To preserve natural vegetation and cover and promote the natural beauty of the Town.
- (J) To prevent and control erosion, sedimentation and other pollution of surface and subsurface water.
- (K) To prevent flood damage to persons and properties and minimize expenditure for flood relief and flood control projects.
- (L) To control building on flood lands, shorelands, areas covered by poor soils, undermined areas, and areas poorly suited for building or construction.
- (M) To prevent loss and injury from landslides, mud flows, cave-ins, and other geologic hazards.

12-6-5 Definitions

For the Purposes of this Article the following terms shall have meaning as cited below:

Access – That location on a public road where a driveway or private road connects and is accessible for routine ingress and egress traffic circulation.

Alley - A minor way which is used primarily for vehicular service access to the rear or side of properties otherwise abutting on a street.

Apartment House – Shall mean any single structure containing two (2) or more individual dwelling units occupied on a rental basis.

Board – The Town Board of Adjustment of the Town of Grand Lake, Colorado.

Comprehensive Plan – The Comprehensive Plan as adopted for Grand Lake, Colorado, and which includes any unit or part of such Plan separately adopted and any Amendment to such Plan or parts thereof.

Condominium – A type of ownership which consists of a separate fee simple estate in an individual airspace unit of a multi-unit property together with an undivided fee simple interest in common elements. Use types include residential, commercial and industrial.

- a. Individual Airspace – Any enclosed room or rooms occupying all or part of a floor or floors in a building of one (1) or more floors to be used for residential, professional, commercial or industrial purposes.
- b. Common Element – Unless otherwise provided in the declaration or by written consent of all the condominium owners, means: the land or the interest therein on which a building or buildings are located; the foundations, columns, girders, beams, supports, main walls, roof, halls, corridors, lobbies, stairs, stairways, fire escapes, entrances and exits of such building or buildings; the basements, yards, gardens, parking area and storage spaces; the premises for lodging of custodians or persons in charge of the property; installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, central air conditioning, and incinerating; the elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use; such community and commercial facilities as may be provided for in the declaration; and all other parts of the property necessary or convenient to its existence, maintenance, safety, or normally in common use. “Limited Common Elements” are those to be reserved for the use of a certain number of condominium units such as special corridors, stairways, and elevators, sanitary services common to the units of a particular floor, and the like.
- c. Condominium Unit – An individual, three dimensional area or airspace unit of any type together with the interest in the common elements appurtenant to such unit and identified as such in the declarations and on the condominium plat and shall include all improvements contained within the area except those excluded in the declarations.
- d. Declaration – An instrument which defines the character, duration, rights, obligations and limitations of condominium ownership.
- e. Time Share or Interval Ownership Unit – Condominium or townhouse units that have been further subdivided into a stated number of additional interests in the unit, defined by the period of time during which the owner of the share may occupy it. Shares may be of two types: First, “fee time shares” or “interval estates” wherein diverse owners each own a present estate for years terminating on a date certain coupled with a future

- remainder interest in the unit as a tenant in common with the other diverse owners; second, “time-span estates” operating on a tenancy in common principle coupled with an exclusive right to use and occupy the unit during a fixed annual recurring period of time.
- f. Condominium Conversion – The development or use of the land and existing structures as a condominium project regardless of the present or prior use of such lands and structures, and regardless of whether substantial improvements have been made to such structures.
- g. Condominium Hotel/Motel and Condominium Room – A hotel, motel, boarding house or similar structure that is built or converted into individual airspace units that are fee simple or time share interests. A Condominium Room is an airspace unit without a kitchen and which or may not have a separate bathroom within the unit.

Crosswalk or walkway – A right-of-way dedicated to public use, to facilitate pedestrian access through a subdivision block.

Dedication – An appropriation of land to some public use, made by the owner and accepted for such use by or on behalf of the public, and by which the owner reserves to himself no other right than such as are compatible with the full exercise and enjoyment of the public uses to which the property has been devoted.

Disposition – Means a Contract of Sale resulting in the transfer of equitable title to an interest in subdivided land; an Option to purchase an interest in subdivided land; a Lease or an assignment of an interest in subdivided land; or any other conveyance of an interest in subdivided land which is not made pursuant to one of the foregoing.

Disturbed Area – That area of land to be disturbed or altered in any manner, whether temporarily or permanently, as a result of the subdivision of land and the construction of buildings and improvements thereon. This includes, but is not limited to, temporary and permanent roads, streets and trails, disturbance or removal of vegetation, excavation, and the storage of fill materials.

Drainage and Erosion Control Structures – “Drainage and erosion control structures” are defined as all facilities necessary to control the direction, depth, velocity and volume of water flow within a proposed subdivision, and to mitigate the erosion and related water quality impacts resulting from development. Such facilities are included within the meaning of the term “public improvements,” as that term is defined in these Regulations.

Dwelling Unit – Any structure or part thereof, designed to be occupied as the living quarters of a single family or housekeeping unit – complete with a kitchen and bathroom that is not used in common by occupants of other dwelling units. A Dwelling Room is any structure or part thereof designed to be occupied but which does not have a kitchen and may or may not have a separate bathroom.

Easement – A right to land generally established in a real estate deed or on a recorded plat to permit the use of land by the public, a corporation, or particular persons for specified uses.

Evidence – Means any map, table, chart, contract or any other document or testimony prepared or certified by a qualified person to attest to a specific claim or condition, which evidence must be relevant and competent and must support the position maintained by the subdivider.

Family – An individual or two (2) or more persons related by blood or marriage, or a group of unrelated people not exceeding five (5) persons living together as a single housekeeping unit in a dwelling unit.

Hotel and Motel Unit – Any unit intended for rental on a less than monthly basis. Each unit shall have a minimum 275 square feet and shall contain a bathroom within the unit.

Impervious Cover – Material placed over the surface of the ground, such as pavement, sidewalks, roofs, driveways, which reduced below natural amounts the infiltration of precipitation into the ground.

Improvements – By improvements is meant street grading, street surfacing and paving, curb and gutters, street lights, street signs, sidewalks, water mains and lines, water meters, fire hydrants, sanitary sewers, storm drainage facilities, culverts, bridges, public utilities, or other such installations as designated by the Town Board of Trustees of the Town of Grand Lake or its specified approving authority.

Improvements Agreement Guarantee – Any security which may be accepted by the Town of Grand Lake in lieu of a requirement that certain improvements be made by the subdivider before the plat is approved, including performance bonds, escrow agreements, and other similar collateral or surety agreements.

Land Use Application – Shall include but not be limited to petitions for annexations, subdivision applications, planned development applications, rezoning application, or any other development or land use applications or requests.

Lot - A Lot is a portion of a subdivision intended as a unit for transfer of property ownership or for development.

Lot – Depth of - The mean horizontal distance between the front and rear lot lines.

Lot – Double Frontage – A Lot having a frontage on two non-intersecting streets.

Lot or Property Pin – A Lot or Property Pin is a marker establishing by certified land survey and set by a registered land surveyor registered in the State of Colorado to establish accurate location of property lines.

Lot – Reverse Frontage – A Reverse Frontage Lot is one which extends continuously

between two parallel (or approximately parallel) streets bounding a block and is abutted along one street frontage by an easement for screen planting. A block containing reverse frontage lots is composed of one tier of lots rather than the standard two tiers.

Lot – Width of – The width of a Lot is the average distance between side lot lines. Side Lot Lines are those which are neither front nor rear lot lines.

Lot Consolidation – The combination of two (2) or more contiguous legal lots under the same ownership into fewer lots

Lot Line Adjustment – The relocation of one (1) or more boundary lines between contiguous legal lots under the same or separate ownership that does not result in any additional lots

Master Plan – A plan for guiding and controlling the physical development of land use and circulation in the Town of Grand Lake and any amendment or extension of such a plan.

Mayor – The Mayor, or Mayor Pro-Tempore of the Town of Grand Lake, Colorado.

Mobile Home – Manufactured housing built on a chassis. A mobile home shall be construed to remain a mobile home, subject to all regulations applying thereto, whether or not wheels, axles, hitch, other appurtenances of mobility are removed and regardless of the nature of the foundation provided. A mobile home shall not be construed to be a travel trailer or other form of recreation vehicle.

Multi-Family Dwelling – A building providing separate dwelling units for two or more families.

Municipality – An incorporated city or town.

Official Map – The Official Map as adopted by the Town of Grand Lake.

Off-Street Parking Space – Parking requirements are contained in the Zoning Regulations of the Town of Grand Lake.

Open Space (Public) - Undisturbed, revegetated or improved land dedicated to the common use of the public to provide visual openness and recreational use. Changes in the open space utilization must be approved by the Planning Commission and Board of Trustees of the Town of Grand Lake.

Open Space (Private) - Undisturbed, revegetated or improved land dedicated to the common use of all residents of a subdivision, condominium, townhouse, or mixed-use development which is intended to provide visual openness and recreational use for that development. Open space, once created, can only be otherwise utilized by the concurrence of the owners, according to provisions in ownership declaration documents, which said open space was created to benefit. Changes in the open space utilization must be approved by the Planning Commission and Board of Trustees of the Town of Grand Lake. Permitted and Non-

Permitted Uses for Private Open Space land will be compliant with uses for Public Open Space land. Uses permitted and not permitted in the Open Space Calculation can be found in ARTICLE 2: ZONING REGULATIONS for the Town of Grand Lake.

Parcel of Land – A parcel of land is a contiguous quantity of land held under separate ownership.

Parking Area – A parking space plus that contiguous driving surface adjacent to each parking space necessary to provide ingress and egress to the parking space.

Permanent Monument – A permanent metal pin placed in the ground for surveying reference. Such monument shall be a steel pin no smaller than 5/8 inch in diameter and two feet (2') in length and shall be driven at least 18 inches into the ground, with a permanent cap or tag attached to the top and stamped "RM".

Planning Commission – The Planning Commission of the Town of Grand Lake, Colorado.

Plan – Sketch – The sketch map or maps of a proposed subdivision, drawn and submitted in accordance with the requirements of these Regulations, to evaluate feasibility and design characteristics at an early stage in the planning of a subdivision.

Planned Development – Deleted from Article 6 by Ordinance #2-1984. Put in Article 2 of Chapter 12 under #12-2-25.

Plan – Preliminary – The map or maps of a proposed subdivision and specified supporting materials, drawn and submitted in accordance with the requirements of this Code, to permit the evaluation of the proposal prior to detailed engineering and design.

Plat – Final – A "Final Plat" as used in these Regulations means a map or maps of certain described land prepared in accordance with the Town of Grand Lake Subdivision Regulations and which is to be used as an instrument for the recording of real estate interests. Such Final Plat shall be recorded by Town Staff upon approval by the Town of Grand Lake Board of Trustees.

Regulations – Any of the provisions of this Article referred to herein or any other applicable Sections of this Code.

Re-Subdivision – The changing of any existing Lot or Lots of any Subdivision Plat previously recorded by Town Staff.

Roadway – The portion of the street right-of-way designed for vehicular traffic.

Street – Any street, avenue, boulevard, road, lane, parkway, viaduct, alley or other way for the movement of vehicular traffic which is an existing State, County, or Municipal roadway, or a Street or way shown upon a Plat, heretofore approved, pursuant to law or approved by official action, and includes the land between street lines, whether improved or unimproved,

and may comprise pavement, shoulders, gutters, sidewalks, parking areas and other areas within the right-of-way. For the purpose of this Article, streets shall be classified as defined in subsection (1) through (8):

- (A) Major – Highway – A major regional highway including an expressway, freeway or interstate highway designed to carry vehicular traffic:
 1. Into, out of, or through the regional area (inter-regional) or,
 2. Form one political subdivision of the region to another or from an interregional highway (intro-regional).
- (B) Major or Arterial Street – A street or road designed to carry vehicular traffic from one part of a town to another part.
- (C) Collector Street – A street or road designed to carry vehicular traffic from one or more residential or non-residential areas to and from a Major Street or Major Highway.
- (D) Local Street – A street or road designed to carry vehicular traffic from one or more individual residential or non-residential units to or from a collector street.
- (E) Cul-de-Sac – A short dead-end street terminating in a vehicular turn-around area.
- (F) Half Street – A street parallel and contiguous to a property line and of lesser right-of-way width than is required for minor or major streets.
- (G) Service Road – A street or road paralleling or abutting major streets to provide access to adjacent property so that each adjacent Lot will not have direct access to the Major Street.
- (H) Stub-Street – A street or road extending to a subdivision boundary and terminating thereat with no permanent vehicular turn-around. Stub streets are provided to permit adjacent undeveloped parcels of land to be developed later with an adjacent connecting street system.

Street Right-of-Way – That portion of land dedicated to public use for street and utility purposes.

Subdivider or Developer – Any person, firm, partnership, joint venture, association or corporation who shall participate as owner, promoter, developer or sales agent in the planning, platting, development, promotion, sale or lease of a subdivision. A subdivider shall provide proof of registration in accordance with the laws of the State of Colorado.

Subdivision – “Subdivision” means the division of property into two or more parcels, separate interest, or interests in common, sites or lots for the purpose whether immediate or future, or transfer of ownership or building development. The granting of easements, rights-of-way or dedication of land for public use shall not be considered a division of land unless the same is made or granted as a part and parcel of proposed subdivision.

A subdivision is the improvement of one or more parcels of land for residential or

commercial structures or groups of structures involving the division or allocation of land for the opening, widening, or extension of any street or streets, the division or allocation of land as open spaces for common use by owners, occupants or lease holders.

A subdivision is any parcel of land which is to be used for townhouses, condominiums, apartments or any other multiple dwelling units, unless such land was previously subdivided and the filing accompanying such subdivision complied with TOWN regulations applicable to subdivision of substantially the same density.

Exemptions are defined under paragraphs a, b, c, below:

- (A) The term “Subdivision” as defined in these Regulations shall not apply to any division of land which creates parcels of land, each of which comprise thirty-five (35) or more acres of land, none of which is intended for use by multiple owners.
- (B) Unless the method of disposition is adopted for the purpose of evading this Article, the term “Subdivision” shall not apply to any division of land;
1. Which creates parcels of land, such that the land area of each of the parcels, when divided by the number of interests in any such parcel, results in thirty-five (35) or more acres per interest; or
 2. Which is created by Order of any Court in this State or by the operation of law except that any such division of property created shall be recorded as a Subdivision Exemption Final Plat drawn in the manner required in Municipal Code 12-10. Such plats shall be signed by the Mayor after approval by the Board of Trustees, which approval shall not unreasonably be withheld. The cost of plat preparation shall be borne by others and not by the Town of Grand Lake; or
 3. Which is created by lien, mortgage, deed of trust, or any other security instrument; or
 4. Which is created by a security or unit of interest in any investment trust regulated under the laws of this State or any other interest in an investment entity; or
 5. Which creates Cemetery Lots; or
 6. Which creates an interest or interests in oil, gas, minerals, or water which are now or hereafter severed from the surface ownership of real property; or
 7. Which is created by the acquisition of an interest in land in the name of a husband and wife or other persons in joint tenancy, or as tenants in common and any such interest shall be deemed for purposes of this Subsection as only one interest.
 8. Nothing contained in this paragraph 2 shall be construed so as to limit the ability of the Town of Grand Lake to enforce applicable provisions of the Zoning Ordinance, the adopted Building Code or any applicable provision of the Grand Lake Code of Ordinances to any and all divisions of land created under this paragraph.
- (C) The Town Board of Trustees may, pursuant to Rules and Regulations of Resolution, exempt from this definition of the term “Subdivision”, any division of land if the Board of Trustees determines that such division is not within the purposes of this Article.

Subdivision Improvements Agreement – Means one or more security arrangements which may be accepted by the Town to secure the construction of such public improvements as are

required by Town Subdivision Regulations within the Subdivision and shall include collateral, such as, but not limited to, performance or property bonds, private or public escrow agreements, loan commitments, assignments of receivables, liens on property, deposit of certified funds, or other similar surety agreements.

Town – By Town is meant the Town of Grand Lake, Colorado.

Town Auditor – The Town auditor of the Town of Grand Lake, Colorado.

Town Clerk – The Town Clerk of the Town of Grand Lake, Colorado.

Town Staff – Member or Members employed by the Town of Grand Lake, Colorado.

Town Board of Trustees – The Town Board of Trustees of the Town of Grand Lake, Colorado.

Town Engineer – The Town Engineer of the Town of Grand Lake, Colorado.

Townhouse – A type of ownership which consists of a fee simple interest in an individually deeded lot and dwelling, plus a membership right in homeowners’ association which shall own in fee simple the common areas subject to all rights and duties as provided in the declaration of the homeowners’ association.

- (A) The term “Dwelling” as used herein means a single family dwelling constructed on an individually deeded lot, or as part of a series of two (2) or more dwellings, each of which is either attached to the adjacent dwelling or dwellings by party walls or is located immediately adjacent thereto with no visible separation between walls or roof.
- (B) The term “Common Areas” will be defined in each declaration and will include such items as the following: any open spaces, green belts, yards, parking areas, or storage spaces, located on the property owned and controlled by the homeowners through the homeowners’ association, but which are not part of individual townhouse lots, and all community and commercial facilities or other parts of the property necessary or convenient to the existence, maintenance, or safety of all townhouses.
- (C) The term “Declaration” refers to an instrument which defines the character, duration, rights, obligations, and limitations of the townhouse ownership.

Town Planning Commission – The Town Planning Commission of the Town of Grand Lake, Colorado.

Town Surveyor – The Town Surveyor of the Town of Grand Lake, Colorado.

12-6-6 Preliminary and Final Plat Procedures – General

- (A) Plans and plats of a proposed subdivision of land or structures located within the incorporated limits of Grand Lake shall be submitted to the Town Planning Commission

and the Town Board of Trustees for review and approval, in accordance with the provisions of these regulations before such plats may be recorded by Town Staff. To ensure uniformity and environmental protection, such plans and plats shall conform to and follow procedures and standards as specified in these regulations.

1. Town Staff, the Planning Commission, and the Board of Trustees shall not review the plats or plans unless the applicant (its constituents or members) are current with the Town and all Town enterprises for all fees, assessments, charges, taxes, or amount due of any type.
- (B) In connection with any land use application the applicant shall pay the Town for any and all expenses incurred by the Town relating in any manner to the Town's processing, or review, or consideration of the land use application, including but not limited to engineering fees, administrative costs, attorney fees, expert consultation fees, inspection fees, review fees, research fees, copying costs, telephone costs, postage costs, and publication costs. All fees shall be established and amended by Resolution as adopted by the Board of Trustees. The procedure for payment of such costs and fees shall be as follows:
1. At the time a sketch plan, preliminary plan or other preliminary proposal or land use application is submitted, or in any event prior to the Town consideration of final approval of a land use application, the applicant shall pay to the Town the fee estimated by Town Staff to be necessary to cover the costs of engineering fees, administrative costs, attorney fees, expert consultation fees, inspection fees, review fees, research fees, copying costs, telephone costs, postage costs, and publication costs. Such fee may be provided by a schedule of fees prepared by Town Staff or by Town Staff's consideration of the application on a case-by-case basis. The Town will keep records of the costs it has incurred, and when the applicant's balance is below the amount the Town has incurred, the Town will notify the applicant and the applicant must pay an amount equal to the required minimum balance within three (3) days. No application or submittal will be scheduled on an agenda or reviewed until the initial payment has been made. No site plan or final plan approval will be given if the applicant does not have a minimum balance as set forth in this Code.
 2. No building permits or certificates of occupancy shall be issued by the Town or its designated agency unless and until all such costs have been fully reimbursed or sufficient funds have been deposited with the Town to cover all such costs.
 3. Within thirty (30) days after final approval or within thirty (30) days after the applicant has given written notice that he will not proceed with the proposed land use, the Town will determine the balance owing to the applicant, if any, being that amount deposited over the costs incurred, and the Town shall return that amount to the applicant's last known address.
 4. If the Town incurs costs beyond the amount deposited with the Town and the applicant does not pay those costs and fees within thirty (30) days after written notice from the Town, then the Town shall be entitled to certification of the assessment for sale or a lien for those costs and fees on the land being developed which lien may be perfected and foreclosed in the same manner as provided in (C.R.S. 38-22-101).
- (C) Final plats shall not be filed by Town Staff unless a notation has been made on the Plan

by the Board of Trustees certifying that the Board of Trustees has approved the plat in accordance with these regulations.

- (D) Subdivisions of all sizes, shall follow the Land Use Development Procedures and Standards outlined in CHAPTER 12:ARTICLE 9:LAND DEVELOPMENT REGULATIONS.

12-6-7 Minor Subdivision Regulations

(A) Purpose

Regulations 12-9-4 Minor Development, Submission Requirements are designed and enacted for the purpose of promoting the health, safety, morals, convenience, order, prosperity and welfare of the present and future inhabitants of the Town of Grand Lake, Colorado. Those Regulations provide a means of dividing land and airspace on a small scale where a full compliance with all Land Use Development Standards and Procedures would cause undue hardship and the impact of the small scale subdivision is minimal.

Those Regulations are not for the purpose of developing repeated sequences of small subdivisions on larger tracts of land for the purpose of avoiding the more extensive review process of the “major” subdivision regulations, except in cases where a Development Plan has been previously approved by the Town. For this reason, those Regulations shall not apply to, or be available for use of, any division of land or airspace for residential use (dwelling units) that was created or divided pursuant to the Regulations of this Section or any other Minor Subdivision Regulation of any applicable jurisdiction, within ten (10) years preceding the date of any application made under Municipal Code.

(B) Jurisdiction

Those Regulations are intended to minimize the procedural requirements and review time for subdivisions involving developments of four (4) or less dwelling units per development project which have a relatively minimal impact on the planning area and linear subdivisions involving four (4) or less lots. This section does not apply to linear subdivisions which involve the redivision of previously approved platted subdivisions, unless four (4) or less lots are involved and no additional lots are created. Except as provided above, any such redivision shall fully comply with the requirements of Municipal Code.

12-6-8 Resubdivision Regulations

(A) Lot Line Adjustments

Any property owner requesting to relocate boundary lines between contiguous legal lots must apply for a Lot Line Adjustment to be submitted for review by the Planning Commission and approval by the Board of Trustees.

1. Lot Line Adjustments are defined as meeting all of the following criteria:
 - a. Affecting property that was previously subdivided into legally recognized lots or parcels
 - b. Not creating additional lots as a result

- c. Not creating or resulting in the creation of a lot or parcel of land that would violate or fail to conform to any applicable zoning or other standard or regulation including, but not limited to, lot area, minimum frontage, building height, setbacks, density, public or private road or private drive standards, parking, or access.
- d. Not altering public right-of-way or easements reserved for drainage or utilities of any kind located on the subject lots

2. Submittal Requirements

- a. The applicant shall provide the following submission materials:
 - 1. Application Form
 - 2. Application fee or deposit
 - 3. Proof of ownership in the form of a deed of title
 - a. If there is more than one owner, a deed transferring ownership of the parcel(s) with the legal description of the resultant parcel(s) is required
 - b. If there is only one owner, a legal description of the resultant parcel(s) is required on the plat or deed
 - 4. Project description (narrative) including the following:
 - a. Detailed description of lot and block numbers, new location of adjusted lot line with project coordinates, and resulting lot acreages
 - b. Detailed description of type, size, and location of existing structures on all lots.
 - 5. A list of and addresses for all owners of adjacent property and all owners of easements over, through, or across the property.
 - 6. Lot Line Adjustment Plat (24" x 34") prepared by a registered land surveyor and drawn to a scale of no less than 1" = 50' (see 12-9-2 (E) and 12-9-11 (K) for specific items)

3. Review Procedures

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

4. Review Criteria

a. The Planning Commission and Board of Trustees shall apply the following review criteria in considering an application. No application shall be approved unless the Board of Trustees determines that all criteria have been met:

1. The resultant lots are legal lots as defined in section 12-6-8 (A) 1
2. The resultant lots are not in a recorded subdivision
3. The lot line adjustment would not adversely affect existing access, drainage, utility easements, or rights-of-way
4. The lot line adjustment would not adversely affect adjacent properties and the property owners' enjoyment of their property
The lot line adjustment would not create a nonconforming setback

5. Procedure Following Approval

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

1. for any existing building [NS: I am not sure what this item 1. Is referring to??]

(B) Lot Consolidations

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

1. Lot Consolidations are defined as meeting all of the following criteria
 - a. Affecting property that was previously subdivided into legally recognized lots or parcels
 - b. Not relocating or reconfiguring previously established lot lines
 - c. Not resulting in a new lot that had previously been separate lots divided by a public or private road
 - d. Not creating or resulting in the creation of a lot or parcel of land that would violate or fail to conform to any applicable zoning or other standard or regulation including, but not limited to, lot area, minimum frontage, building height, setbacks, density, public or private road or private drive standards, parking, or access.

e. Not altering public right-of-way or easements reserved for drainage or utilities of any kind located on the combined lots

2. Submittal Requirements

a. The applicant shall provide the following submission materials:

1. Application Form
2. Application fee or deposit
3. Proof of ownership in the form of a deed of title
4. Project description (narrative) including the following:
 - a. Detailed description of lot and block numbers, new location of adjusted lot line with project coordinates, and resulting lot acreages
 - b. Detailed description of type, size, and location of existing structures on all lots.
5. A list of and addresses for all owners of adjacent property and all owners of easements over, through, or across the property.
6. Lot Consolidation Plat (24" x 34") prepared by a registered land surveyor and drawn to a scale of no less than 1" = 50' (see 12-9-2 (E) and 12-9-11 (K) for specific items)

3. Review Procedures

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

4. Review Criteria

a. The Planning Commission and Board of Trustees shall apply the following review criteria in considering an application. No application shall be approved unless the Board of Trustees determines that all criteria have been met:

1. The combined lot(s) are legal lots as defined in section 12-6-8(A)
2. The combined lot(s) would not subsequently create additional lots other than the resultant lot(s)
3. The lot consolidation would not adversely affect existing access, drainage, utility easements, or rights-of-way
4. *The lot consolidation would not adversely affect adjacent properties and the property owners' enjoyment of their property

5. Any covenants, deed restrictions, or other conditions of approval that apply to the original lots must also apply to the resultant lot(s)
 - * *For regulations governing maximum permitted floor area of structures on properties with combined lots, see sections 12-2-10(C) to 12-2-18(C).*

5. Procedure Following Approval

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

6. In Perpetuity

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

12-6-9 Sales of Subdivision Parts

Whenever any subdivision of land is proposed, before any contract is made for the sale of any part thereof, and before any permit for erection of a structure in such proposed subdivision in accordance with the following procedure, approval of a Final Plat allows sales of the subdivision parts to proceed. In the case of subdivision, the Town of Grand Lake has the right to withhold approval of any Certificate of Occupancy until approval of the As-Built Final Plat by the Town.

12-6-10 Interpretation

The provisions of Land Use Development Standards and Procedures shall be regarded as the minimum requirements for the protection of the public health, safety, comfort, morals, convenience, prosperity and welfare, and shall therefore be regarded as remedial, and shall be liberally construed to further their underlying purposes.

- (A) Those Regulations are not intended to abrogate or annul any permits issued before the effective date of those Regulations or any applicable amendment thereto, or any easement, covenant, or other private agreement. Nor shall those Regulations be affected by any easement, covenant, subdivision restriction, private agreement or other matters to which the Town of Grand Lake was not a party or approving authority.

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CHAPTER 12: LAND USE REGULATIONS

ARTICLE 9: LAND DEVELOPMENT REGULATIONS

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See Ord. #17-2009 Adopted March 23, 2009 See Ord. #20-2009 Adopted April 27, 2009
 See Ord. #40-2009 Adopted Oct. 26, 2009 See Ord. #13-2016 Adopted Sept. 12, 2016
 See Ord. #XX-2019 Adopted Apr 22, 2019

CHAPTER 12: LAND USE REGULATIONS

ARTICLE 9: LAND DEVELOPMENT REGULATIONS

12-9-1 Definitions

The definitions for this Municipal Code Article shall be consistent with the definitions of the Municipal Code Zoning Regulations and Land Development Regulations.

12-9-2 Major Land Use Development Review Procedures and Submittal Requirements

(A) The application for a Land Use Development shall be subject to a three-phased review process composed of the following:

1. Sketch Plan
2. Preliminary Development Application
3. Final Development Application

These processes may be combined for Subdivisions and Planned Developments at the applicant's request. Town Staff, the Planning Commission, and the Board of Trustees shall not review or take action on this application unless the applicant (its constituents or members) are current with the Town and all Town enterprises for all fees, assessments, charges, taxes, or amount due of any type.

(B) Pre-Application Conference: Applicants are strongly encouraged to have a Pre-Application Conference with Town staff prior to Sketch Plan submittal. The Pre-Application conference with Town staff will help outline the process for review and submittal, as well as allow the opportunity for developer to receive adequate information from Town staff about development projects.

(C) **Sketch Plan:** Prior to actual submission of the Preliminary Development Application, and prior to constructing any site improvements, each applicant shall confer with the Planning Commission at a regular meeting and other appropriate governmental departments and agencies in connection with the preparation of said application in order to obtain and exchange information. The Sketch Plan will enable the Town Planning Commission to render an informal preliminary review of the project and determine conditions which might affect Preliminary Development Application submission requirements. The general outlines of the proposal, evidenced schematically by sketch plans, are to be considered.

1. Any materials prepared by the applicant to be used in discussions with the Planning Commission are to be submitted, by noon, to Town staff twenty-one (21) days in advance of the requested meeting date. Eleven (11) copies of all materials, including

a CD of all submitted drawings in PDF format, and a deposit check payable to the Town of Grand Lake, as established set by Resolution by the Town Board of Trustees, need to be submitted in order to have a complete submission.

2. The sketch plan should include the following items:

- (a) Land Use Development Application Deposit.
 - (b) Written consent of each landowner whose properties are located within the development. The application shall be made by a person or entity having an interest in the property to be in the development and shall include the consent of all owners of or corporate interests in such property who are party to the development.
 - (c) A map showing the general location of the development, the property boundaries of the proposed development, and the direction of True North.
 - (d) A block, lot, street, and (if applicable) building layout indicating general scaled dimensions to an appropriate scale.
 - (e) The sketch plan shall contain a description of the water distribution system contemplated for the proposed development, as well as the estimated total number of gallons per day of water to be required.
 - (f) The sketch plan shall contain a description of the sewer collection system contemplated for the proposed development, as well as the estimated total number of gallons per day of sewage to be required.
 - (g) The acreage and square footage of the entire tract.
 - (h) The scale of the Sketch Plan shall be not less than one inch (1") equals 200 feet. Some variations from this will be acceptable in the case of large developments, provided the plans and design are clearly legible. The sketch plan shall include the name of the proposed development, and block and lot numbers. In the case of large developments requiring more than two sheets at such a scale, an area plan showing the total area on a single sheet and at an appropriate scale shall also be submitted.
3. At the time of review of the Sketch Plan, the Planning Commission shall discuss and establish requirements for public sites for schools, parks and other public uses.
 4. Either staff or the Planning Commission may furnish the applicant with written comments regarding said conference, to inform and assist the applicant prior to the preparation of the Preliminary Development Application.
 5. Within twelve (12) months of approval of the Sketch Plan, the developer shall officially submit one copy of a complete Preliminary Development Application, together with all supporting documents, to the Grand Lake Planning Commission.

(D) **Preliminary Development Application:** The Preliminary Development Application is intended to generate site plan information in the form of written statements and/or plats in order to provide adequate information for review by the Town and the general public. The completed application shall be known as the Preliminary Development Application.

1. Purpose

- (a) The purpose of this preliminary review is to check the proposed development against the design standards and improvement requirements stated herein. The Preliminary Development Application shall embrace all properties which are to be included in the proposed development and shall be sufficiently detailed to allow for an effective review.
- (b) Preliminary data should be prepared in graphic form avoiding time consuming final drafting techniques and detailed calculations. The degree of refinement for preliminary data is determined by the sensitivity of the design elements to changes in design constraints. It is advisable to build in “slack” in the preliminary design phase by not “pushing” minimum and maximum standards. Thorough analysis of the problems at this stage will expedite the review process of the Final Development Application and will prevent the repetition of expensive calculations and drafting required for the Final Development Application.

2. Submission Requirements

- (a) The written Preliminary Development Application shall contain the following in the following order:
 - 1. One (1) copy of title work including a statement of present and proposed ownership. This statement shall include the address of the applicant, all the property owners in the development, development signors for all public and/or private parcels, and any lien holders for all public and/or private parcels.
 - 2. Summary Statement of Proposal including the following:
 - (i) Total acres and square feet to be developed.
 - (ii) Total number of proposed dwelling units.
 - (iii) Total number of square feet of non-residential floor space.
 - (iv) Total number of off-street parking spaces, including those associated with single family residential use.
 - (v) Estimated construction cost and proposed method of financing of the streets and related facilities, water distribution system, sewage collection system, storm drainage facilities, and such other facilities as may be necessary to complete the development plan.
 - 3. A narrative of the proposed handling of the increased drainage at the concentration points or of internal pattern changes. The drainage report shall include the supporting calculations for runoffs, times or concentration and flow capacity with all assumptions clearly stated and with proper justification when needed or requested.
 - 4. Statement of compliancy to the AFFORDABLE HOUSING REQUIREMENTS found in Municipal Code Section 12-10-3 including, but not limited to, number of proposed units, unit size, type and amenities, as well as a Local Employee Residence schedule for the development.
 - 5. Conversion Report, if applicable.
 - 6. Solar Orientation statement as outlined in 12-9-10(F)5(b) Solar Orientation.
 - 7. Open Space and Land Dedication statement, if applicable.
 - 8. Any additional information as may be required by the Planning Commission or staff to evaluate the character and impact of the proposed Development suggested at the time of Sketch Plan.

9. Additional Written Documents for Developments: If a project is of minimal impact in the view of the Planning Commission, any of the following requirements may be waived. The applicant shall submit written statement which shall include, at a minimum, the following information, submitted in sequential order as listed:
- (i) A description of the character of the proposed development, the goals and objectives of the project, an explanation of the rationale behind the assumptions and choices made by the applicant, and an explanation of the manner in which it has been planned to conform to the Town's Comprehensive Plan.
 - (ii) A development schedule indicating any sub-division platting sequences, the type of construction and approximate date(s) when construction of the Development or phases of said development can be expected to begin and to be completed, and the timing and construction of any public improvements.
 - (iii) A description of the proposed open space to be provided at each stage of development; an explanation of how said open space shall be coordinated with surrounding developments; a statement explaining anticipated legal treatment of common ownership and maintenance of said open space areas.
 - (iv) A description of proposed covenants, grants of easements or other restrictions to be imposed upon the use of the land, including common open spaces, buildings and other structures within the development.
 - (v) A statement of the applicant's intentions with respect to the nature of future sales and/or leases of all portions of the Development.
 - (vi) Quantitative data for the following: total number and type of dwelling units; number of bedrooms in each unit; parcel size; proposed lot coverage of buildings and structures; gross and net residential, commercial and industrial densities; total amount of open space (including a separate figure for usable or improved open space); and the total amount of non-residential construction (including a separate figure for commercial, institutional, or industrial facilities) with the amount of open space associated with these developments.
 - (vii) Physiographic and environmental studies of the proposed site prepared and attested to by qualified professional authorities in the following fields: soil quality, slope and topography, geology, water rights and availability, surface and ground water conditions, and any impact on wildlife.
 - (viii) A report detailing the traffic impact of the Development on the Town street system is to be represented in conjunction with this information.
 - (ix) The proposed maximum height of all buildings within the Development.
 - (x) Proof of legal, appropriated private water rights and/or source of proposed public water service. Proof of sewer service availability.
- (b) The drawn Preliminary Development Application shall include 24" X 36" black-on-white or blue-on-white prints in a minimum scale of a fifty feet (50') equal to

one inch (1"). Other smaller scales may be used with the permission of the Planning Commission. Applicants are encouraged to use more than one sheet in order to avoid crowding of information on the sheet. Sheets are to be designated as sheet x of y sheets.

1. The drawings will be contained within a space defined by a 1 1/2 inch margin from the left side of the sheet and a 1/2 inch margin from the other three sheet edges. A two and one-half by three inch (2 1/2" x 3") vertical box in the lower right-hand corner shall be provided for the use of the Grand County Clerk and Recorder.
2. The drawings will contain the Development name, the words "Final Development Plan" or "Final Development Plat" underneath, scale (both numerical and graphical), north sign (north is to point to the top of the plat sheet) and date are required as well as last prior reception number of property transfer, original development name, if any, and the book and page references in the Grand County Records. The name of municipality, township, range, section and quarter-section, block and lot number (of the property under consideration) shall also be included, if applicable.
3. A Development Application may be submitted in Sections covering representative and reasonable portions of the development tract. In such cases, submission shall include a map, indicating the Sections designated for the entire tract, and each sheet numbered accordingly, including title, legend, matchlines and other appropriate information. Where an entire parcel is not subdivided, if applicable, the developer must indicate his intended plans for disposition of the remainder of the parcel.
4. The plats referred to herein shall be in conformance with these Regulations and the provisions of (C.R.S. 38-50-101, 1973, as amended), (C.R.S. 31-23-103, 1973, as amended), (C.R.S. 31-23-105, 1973, as amended).
5. At a minimum, Application Maps shall include:
 - (i) General Location and Vicinity Map on a scale from 1" = 500' to 1" = 1000' depicting:
 1. A Location and Vicinity Map showing the following information within a one half (1/2) mile distance of the perimeter of the proposed plat.
 2. Total acreage and square feet of entire proposed development.

3. Location of the development as a part of some larger development or tract of land and by reference to permanent survey monuments (pins, as set by a professional surveyor) with descriptions and ties, dimensions, angles, bearings, and similar data shall be shown on the plat as may be needed to determine boundary and lot closures. Primary control points and monuments shall be as specified by State law and shall actually exist in the field before final approval. Road intersections and ends shall be suitably monumented and ties filed with Town staff for engineering review prior to acceptance for maintenance.
4. Names and addresses of the developer, the designer of the development, and the engineer and surveyor, both of whom shall be licensed by the State of Colorado Board of Registration for Professional Engineers and Land Surveyors.
5. Date of preparation, map scale, and north sign.
6. A traverse map of the monumented perimeter of the proposed development along with all survey notes of development perimeter and copies of all monument records. The traverse shall have an error of closure of not greater than one part in 10,000. A survey tie to the State co-ordinate system or other permanent marker established by the Town Surveyor is required if practical.
7. Plan drawing shall also include items listed in 12-10 of the Town of Grand Lake's Municipal Code following the format for owner's and surveyor's signature blocks and dedication blocks.

(ii) Existing Features Map

1. Location by survey of streams, washes, canals, irrigation laterals, private ditches, culverts, lakes, or other water features, including direction of flow, water level elevations, and typical depths and location and extent of areas subject to inundation by a 100 year storm.
2. Information on land areas adjacent to the proposed development including land uses, zoning classifications, densities, circulation systems, public facilities, and unique natural features of the landscape.
3. The existing site conditions, including contours at two foot (2') or less intervals, water courses, flood plains (i.e., 100 year), unique natural features, and vegetation cover; and
4. Abutting property lines within three hundred feet (300') of the development boundaries.

(iii) Proposed Preliminary Site Plan Map

1. Preliminary Lot, Block, and Unit layout by reference to permanent survey monuments (pins, as set by a professional surveyor) with a tie to a section corner or a quarter-section corner, and with dashed lines for any portion or parcel outside of the proposed development:
 2. Lots and blocks numbered consecutively and scaled to the nearest foot.
 3. Units, buildings, structures, and other improvements scaled to the nearest square foot including written documentation of:
 4. types of dwelling units; and
 5. density per type; and
 6. non-residential structures and non-residential facilities including shopping centers, community facilities, etc.; and
 7. local employee residences.
- (iv) Preliminary Street Plan Map on a scale 1" = 50' with 2-foot contours depicting:
1. The plan must show alignment and graphic dimensions of right-of-way lines and widths, street name, lot lines, tangent lengths and bearings, curve radii, delta angles, curve lengths, chord lengths, stationing at all PC's and PT's intersection, structures, skew angles, curb lines, cross pans, drive cuts, curb returns and radii, location, type and size of appurtenant structures, such as bridges, culverts, traffic control devices (islands, striping, signs, etc.), and all other design features to enable construction in accordance with approved standards should be displayed. Where streets are to be temporarily stubbed at site or plat boundaries, the profiles should extend sufficiently beyond the boundary to assure the feasibility of a future extension that can conform to standards.
 2. Pedestrian and bicycle paths, on and off-street parking areas, loading areas, and major points of access to public rights-of-way (including major points of ingress and egress to the development) should all be shown. Notations of proposed ownership - public or private - should be included where appropriate.
- (v) Preliminary Drainage Plan Map utilizing two-foot contour intervals in areas where the predominant ground slope is less than ten percent (10%). A five-foot contour interval shall be used in areas where the predominant ground slope exceeds ten percent (10%). In cases where predominantly level topography occurs throughout a development a one-foot contour interval may be required. Elevation data shall be referenced to U.S.G.S. datum. The mapping accuracy shall be as specified by the American Society of Photogrammetry. The drainage

system shall be designed for the Development by a registered professional engineer and shall be constructed in accordance with such design.

The Preliminary Drainage Plan should contain the following minimum data:

1. Location by survey of streams, washes, canals, irrigation laterals, private ditches, culverts, lakes, or other water features, including direction of flow, water level elevations, and typical depths and location and extent of areas subject to inundation by a 100 year storm; and
2. A basin contour map defining the drainage basins and illustrating the existing drainage patterns and concentration points with rough estimates of contributory acreage and runoff amounts; and
3. A sketch of the proposed land development showing the consequent changes in the drainage patterns, concentration points and flooding limits with estimates of acreage, runoff coefficients and runoff amounts for the areas to be developed both now and in the future within each basin; and
4. A drainage plan indicating general on-site facilities and proposed treatment and abatement of drainage to adjoining properties.

(vi) Existing Utility Map

The Existing Utility Map should contain the following minimum data:

1. The location and principal dimensions and identification of all existing utility systems and public and private easements including sanitary sewers, storm sewers, and water, electric, gas, and telephone lines.

(vii) Preliminary Utility Plan Map

1. Preliminary Development Applications and profiles of the proposed water and sewer facilities should be provided showing the location of all existing and/or proposed water and sewer and other utilities relative to the development. Indicate the size, type and other pertinent data for all existing and proposed utility improvements, including meter bank(s); and
2. In the case of Townhouses and Condominiums all individual utility service lines (including) but not limited to: water; sewer; electric; telephone; and cable television must be separate to each unit within the development unless an acceptable alternative is approved by the Planning Commission.

(viii) Preliminary Grading and Soil Erosion Plan Map

1. Such control plans and specifications shall be prepared by a registered professional engineer, using the State Conservation Standards.

(ix) Preliminary Landscaping and Revegetation Plan Map

(x) Preliminary Open Space and Land Dedication Plan Map

1. Location and size in acres and square feet of sites to be reserved, conveyed or dedicated for parks, playgrounds, schools, or other public uses except streets and utility easements. The Planning Commission, upon consideration of Town circulation and facilities and the future requirements of the development, shall require the dedication of areas or sites of a character, extent, and location suitable for public use for public uses; and
2. Location, function, size, ownership and manner of maintenance of common open space not otherwise reserved or dedicated for public use

(xi) Preliminary Snow Storage Plan Map

(xii) Preliminary Elevations

- (xiii) Such other preliminary information as may be required by the Planning Commission in order to adequately review the plat as determined at the time of Sketch Plan.

(c) Submission Deadline and Determination of Completeness

1. The applicant shall submit one (1) complete copy of the Preliminary Development Application documents by noon to Town staff at least twenty-one (21) days prior to the Commission meeting. Town Planning, Public Works and Water Departments will have fourteen (14) days to review and determine whether or not the application is complete.
 - (i) Once determined complete, the applicant must submit an additional nineteen (19) copies, including a CD of all submitted drawings in PDF format, to Town staff. Staff may ask for additional copies if needed.
 - (ii) If an application is deemed incomplete, after the deadline for submission, the application will not be presented to the Planning Commission
2. A receipt shall be issued to the developer for the Preliminary Development Application submission when it has been determined that the submission includes all the requirements set forth in these regulations. A poorly drawn or illegible plat is sufficient cause for its rejection. The date of the Planning Commission meeting to review the plans shall be specified on the receipt.
3. Town Staff shall cause letters, advertising the time, date and location of the development public hearing, as well as copies of the Preliminary Development Application Maps and supporting documents, provided by the developer, to be distributed as follows:
 - Arapaho National Forest, Sulphur Ranger District (USFS)
 - Century Link of Colorado
 - Colorado Headwaters Land Trust
 - Colorado Parks and Wildlife (CPW)

Colorado River Water Conservancy District
 Comcast of Colorado
 Grand County Housing Authority
 Grand County Library District
 Grand County Planning and Zoning Department
 Grand Lake Area Historical Society
 Grand Lake Fire Protection District
 Grand Lake Metropolitan Recreation District
 Headwaters Trails Alliance
 Mountain Parks Electric, Inc
 Northern Colorado Water Conservancy District
 Rocky Mountain National Park (NPS)
 Three Lakes Water and Sanitation District
 Town of Grand Lake Water Department
 U.S. Army Corps of Engineers
 Western Area Power Administration
 Xcel Energy

All other applicable agencies as determined by the Planning Commission or Town Staff.

4. Any entities to be excluded from this list of reviewing agencies shall be specific to each application, and as determined by the Planning Commission or Town Staff.
5. In order to be considered, all recommendations from the preceding listed entities shall be submitted to the Grand Lake Planning Commission no later than twenty-one (21) days from receipt of the plat.

3. Planning Commission Review

- (a) When a Preliminary Development Application has been officially submitted and received by the Town Planning Commission, it shall be placed on the agenda of the Town Planning Commission meeting next scheduled for development review. At this time, the Planning Commission shall set a Public Hearing for review of the development, provided that a minimum of twenty-eight (28) calendar days has elapsed between the official receipt of the material by the Planning Commission and the scheduled date of the Public Hearing.
 1. At least fifteen (15) days prior to the scheduled Public Hearing date, Town staff shall cause legal notice to run in a local newspaper of general circulation advertising the time, date and location of the development public hearing.
 2. At least twenty-one (21) days prior to the scheduled Public Hearing date, Town staff shall cause certified letters to be mailed to all property owners within two hundred (200') feet of any portion of the property proposed for the development indicating the time, date, and location of the development public hearing and the deadline to make written comment.

3. At least twenty-one (21) days prior to the scheduled Public Hearing date, Town staff shall cause certified letters to be mailed to all development signors and lien holders for all public and/or private parcels of the real property within the development boundary, if applicable, indicating the time, date and location of the development public hearing and the deadline to make written comment.
 - (i) Town staff shall also make written comments to the Planning Commission five (5) days in advance of both meeting dates.
- (b) The Town Planning Commission shall only approve those Preliminary Development Applications which it finds to be in accordance with the intent, standards and criteria specified in these Regulations and Grand Lake Municipal Code.
 1. The Planning Commission shall consider the application at the Public Hearing, and after weighing all evidence presented to it, shall either, in writing, approve said application as presented, approve said application subject to specified conditions, or disapprove it citing desired specific changes. The Planning Commission may continue the hearing to a time that is sufficient for the developer to amend the application.
 - (i) Where specific changes in the Preliminary Development Application are required by the Planning Commission, a description of such changes shall be given in writing to the developer by Town Staff, as recommended by the Planning Commission, and notation of the required changes shall be entered in the official minutes of the Planning Commission.
 - (ii) If the application is approved as presented or approved subject to conditions by the Planning Commission, said application may be submitted to the Board of Trustees for their review if the Planning Commission considers it necessary.
 1. If it is determined not necessary to submit the application to the Board of Trustees, the applicant may begin preparation of the Final Development Plan.
 2. Approval of the Preliminary Development Application shall be good for twelve (12) months. Thereafter, approval of the Preliminary Development Application will have expired unless a Final Development Application has been submitted or a mutually agreed upon extension has been granted by the Town Planning Commission. Any plat submitted for which Preliminary Development Application approval has been given in excess of twelve (12) months previous and for which no time extension has been granted shall be considered as a new Preliminary Development Application by the Planning Commission.
 3. Within five (5) days after review of the Preliminary Development Application at a public meeting, the Town Planning Commission shall send written notification to the Board of Trustees of its action.

(iii) Upon denial of a Preliminary Development Application by the Planning Commission, the reasons for such denial shall be given to the developer in writing.

(E) Final Development Application: The Final Development Application is intended to provide the specific design components of the Preliminary Development Application and for the review of additional items not required by the Preliminary Development Application. The completed application shall be known as the Final Development Application.

1. No development shall be approved until such data, surveys, analyses, studies, plans, and designs have been submitted, reviewed, and found to meet all sound planning and engineering requirements of the Town of Grand Lake and the conditions contained in these regulations and all other applicable Sections of the Code of the Town.

2. Final Development Application Submission Requirements: The Final Development Plan shall include all of the drawn and graphic information required in the Preliminary Development Application in its finalized, detailed form. In addition, the following items shall be submitted:

(a) Any new items not submitted with the Preliminary Development Application; and

(b) Any required dedication documentation and/or bonds; and

(c) Final engineering plans for public roads:

1. The profiles are to include ground lines, grade lines, vertical curves, curve lengths, calculated grades, elevation at PIVC's, BVC's, EVC's, intersections and other critical points, structures, and all other features required to enable construction in accordance with approved standards. The scale to be 1" = 50' horizontal and 1" = 1' to 1" = 5' vertical in flat and rolling terrain. The horizontal to vertical distortion is to be chosen to best depict the critical elevation aspects of the design. Where centerline grades at intersections are steep, curb return profiles are to be submitted showing necessary modifications to eliminate unsightly bumps or water retaining depressions that many times result.

2. Detail should include orientation, line and grade, cross sections, dimensions, reinforcement schedules, materials, quality, specifications, etc.

3. A structural section design report shall be submitted if a section other than the Town standard structure section is to be used. The design criteria set forth by the Town of Grand Lake shall be used in the preparation of the street construction plans and profiles.

(d) Final engineering plans for utility systems:

1. Plans and specifications based upon the approved Preliminary Development Application and associated reports are to be submitted detailing the design of final water, sanitary sewer, natural gas, telephone, electric and cable television facilities to be installed in the area included in the Final Development Application. In addition, final design is required of any off-site facilities related to the above-described utilities which may be considered an integral part of the utilities plan for the development.
 2. Water utility facilities design shall conform to the criteria set forth by the Town of Grand Lake.
- (e) Final engineering plans for storm drainage control systems
1. Plans and specifications based upon the approved Preliminary Development Application and associated reports are to be submitted detailing design of the final storm drainage system, including construction details and alignment of storm sewers, catch basins, manholes, ditches, slope protection, dams, energy dissipaters, etc.
 2. Flow line profiles and layout elevations shall be at minimum 100 foot stations, and natural ground elevations shown to indicate any significant irregularities for all proposed conduits, channels, structures, etc.
 3. Cross-sections of each water carrier shall be shown showing high water elevations and adjacent features which may be affected thereby.
 4. Construction details of curb, curb and gutter, valley gutter, driveway apron and ditch culvert, shall be included. Written approvals as may be required from other agencies or parties that may be affected by the drainage proposal shall also be submitted.
 5. The final drainage plan shall be prepared in conformance with the design criteria set forth by the Town of Grand Lake.
- (f) Where a portion of an existing easement is contiguous to a proposed easement or right-of-way of a new development, proof of the dedication of the existing easement or right-of-way; and
- (g) An exact copy of a certificate of a title insurance company or abstract of title suitably certified or certificate of title or title opinion submitted by an attorney which shall set forth the names of all owners of property included in the Plat and shall include a list of all mortgages, judgments, liens, easements, contracts and agreements of record, which shall affect the property covered by such plats; and
- (h) Master Declarations for each Local Employee Residence; and
- (i) A draft Improvement Agreement; and
- (j) Where a Home Owners Association or other entity is to be used for the administration and maintenance of private roads or open space and recreational facilities a binding and perpetual agreement in regard to maintenance and access control shall be submitted with the Final Development Application. Such agreement shall include provisions for:
1. Adequate funding and self-enforcement by the Home Owners Association of the terms contained in the agreement.

2. Continuous safety inspections and immediate follow-up maintenance to correct unsafe conditions.
 3. Receiving and processing complaints by authorized users of the private roads or open space and recreational facilities.
 4. Requiring written permission from the Board of Trustees of the Town of Grand Lake before the Association can be dissolved.
- (k) Any additional information as may be required by the Planning Commission or Board of Trustees necessary to evaluate the character and impact of the proposed Development.
3. Submission Deadline and Determination of Completeness
- (a) The applicant shall submit one (1) complete copy of the Preliminary Development Application documents, by noon, to Town staff and within twenty-one (21) days prior to the Planning Commission meeting. Town Planning, Public Works and Water Departments will have fourteen (14) days to review and determine whether or not the application is complete.
 1. Once determined complete, the applicant must submit an additional thirteen (13) copies, including a CD of all submitted drawings in PDF format, to town staff. Staff may ask for additional copies if needed.
 2. If an application is deemed incomplete, the application will not be presented to the Planning Commission.
 - (b) A receipt shall be issued to the developer for the Final Development Application submission when it has been determined that the submission includes all the requirements set forth in these regulations. A poorly drawn or illegible plat is sufficient cause for its rejection. The date of the Planning Commission meeting to review the plans shall be specified on the receipt.
4. Planning Commission Review
- (a) The Town Planning Commission shall review the Final Development Application at a regularly scheduled public meeting.
 - (b) The Final Development Application submission shall conform in all major aspects to the Preliminary Development Application as previously reviewed and approved by the Planning Commission and shall incorporate all modifications required in its review. The Planning Commission, however, may approve a Final Development Application which has been modified to reflect improvements in design or changes which have occurred in its natural surroundings and environment since the time of Preliminary Development Application review and approval.
 - (c) The Planning Commission may require or recommend changes or modifications to the Final Development Application in the public interest. The Final Development Plan may be deemed in substantial compliance with the Preliminary Development Application, provided modification by the applicant does not involve one or more of the following:
 1. Violation of any provision of these Regulations;
 2. Varying the lot area requirement by more than ten percent (10%);

3. A reduction of more than ten percent (10%) of the areas reserved for the common open space and/or usable open space;
 4. Increasing the floor areas proposed for non-residential use by more than ten percent (10%); and
 5. Increasing the total ground area covered by buildings by more than five percent (5%).
 6. Changes in use or increases in height or density.
- (d) After consideration of the application, the Planning Commission shall either, in writing and by resolution, approve said application as presented, approve said application subject to specified conditions, or disapprove it.
1. Within five (5) days after review of the Final Development Application at the public meeting, the Town Planning Commission shall send written notification to the Board of Trustees.

5. Board of Trustees Review

- (a) After receipt of recommendation from the Planning Commission, but prior to any final action by the Board of Trustees, the developer shall submit all of the following items to Town staff in a form and manner acceptable as applicable:
1. All Dedications, Reservations, or agreements concerning parks, school sites, and access roads are subject to Grand Lake Board of Trustees approval. Where such action involves another public agency, a letter of clearance from that agency shall accompany the Final Development Application.
 2. A signed warranty deed conveying seven percent (7%) of such land designated for public use or, at the discretion of the Board of Trustees, a certified check for an amount as may have been agreed to at the time the Preliminary Development Application was approved. The deed shall be accompanied by a title insurance policy or other evidence that the land is free and clear of all taxes, liens or other encumbrances.
 3. In the case of a Development an official signed deed dedicating or reserving certain tracts or the development rights to such tracts for local use as may have been agreed to at the time the Preliminary Development Application was approved. The deed shall be accompanied by a title insurance policy or other evidence that the land is free and clear of all taxes, liens or other encumbrances.
 4. A bond acceptable to the Town of Grand Lake, or in the alternative, a certified or suitable check equal to the total estimated construction cost of all required development improvements for the area included in the Final Development Application and all off-site improvements designated as an integral part of the improvements related to the Final Development Application shall accompany the Final Development application. Such improvements shall include but not necessarily be limited to streets, roads, paving, curb and gutter, sidewalks, storm sewers, sanitary sewers including collectors and outfall lines, water distribution and transmission lines, fire hydrants, street lights, street signs, traffic control devices, survey monuments, culverts, bridges and landscaping features.
 5. An executed copy of the Improvements Agreement and a signed agreement for inspection costs if required by the Town.

6. When a new street will intersect with State Highway 34, a copy of the State Highway Permit shall be submitted.
- (b) The Town Board of Trustees shall review the Final Development Application within thirty-five (35) days of receipt of transmittal from the Planning Commission at a regularly scheduled public meeting. Failure of the Board of Trustees to review the application within thirty-five (35) days of such request shall be deemed a favorable approval of the Final Development Application and a Certificate shall be issued immediately thereafter to that effect, unless directed by the applicant to extend the 35 day requirement.
1. If the Board of Trustees determines that the Final Development Application submission complies with the applicable requirements of these regulations, the Board of Trustees shall authorize the Mayor to endorse the Board of Trustees' Certification Block on the Plat.
 - (i) The signing will be contingent on applicant submittal of:
 1. Development Assurances: The Planning Commission and Board of Trustees may require adequate assurance in a form and manner which it approves, that any public open space and any other public improvements shown in the Final Development Plan will be provided and developed. The Town may accept a bond, letter of credit, or other acceptable financial guarantee, in a form which complies with the provisions of the improvements agreement and in an amount sufficient to construct the public open space and improvements shown in the Final Development Application.
 2. The applicant shall provide a 14" x 18" black line address mylar that includes the following: address(es) as assigned by the Town of Grand Lake, north arrow, name of the development, identification of legal description (lot & block, parcel, unit, etc.), road names and adjoining developments, for the Grand County Department of Planning and Zoning.
 3. The original reproducible drawing of the Final Development Application prepared in accordance with the requirements of this Article, and:
 - In the form of a black india ink mylar or linen cloth that is capable of reproducing clear and sharp reproductions of all details, signatures, and notary seals.
 - No plats using sepia ink or pencil or containing stick-ons will be accepted.
 - All signatures on the plat are to be in black, permanent ink.

4. The applicant shall provide a Compact Disc (CD) in AutoCAD.dwg or AutoCAD.dxf which includes the following as determined by administrative staff and/or Planning Commission: a north arrow, address(es) as assigned by the Town of Grand Lake, lots with dimensions and ties to monumentation, roads, easements, drainage and detention ponds, fire hydrants, sewer and water line layouts, water courses, legal description, bearings and distances, utility layouts, open space, building envelopes and topography for the Grand County GIS Department.
 - (ii) The Board of Trustees shall not approve any major change or addition in the Final Development Application recommended by the Planning Commission until the proposed major change or addition has been referred to the Planning Commission for recommendations and a copy of said recommendations has been filed with the Board of Trustees. Failure of the Planning Commission to file said recommendations to the Board of Trustees within sixty (60) days after the reference shall be deemed to be approval of the proposed changes or additions. It shall be necessary for the Planning Commission to hold a public hearing on such major change or addition.
2. If the Final Development Plan is approved subject to conditions, the formal acceptance and recording of such approval shall not be made until the applicant has obtained the signature of the Mayor of the Town on the Plat or Plan face. All conditions must be satisfied before any Town signatures are affixed thereto.
3. The only basis for rejection of a final Development Application shall be its non-conformance to adopted rules, regulations and Sections of the Municipal Code currently in force and effect and the lack of conformance with the approved Preliminary Development Application.
- (c) The Board of Trustees shall record the Final Development Application with the Town Clerk within five (5) working days of approval of the Final Development Application by the Board of Trustees. The Town Clerk shall endorse the Clerk's Certificate on the Plat and immediately record the Plat with the appropriate County Clerk and Recorder.

Land Use Procedure Flow Chart for Major Land Use Applications

The amount of time that it takes the Town to process a Major Land Use Application is determined by the amount of time it takes the applicant to prepare and submit information. The application process may take as little as six (6) months but may take much longer depending upon the pace of the applicant.



12-9-3 Issuance of Development Overlay Designation

- (A) If the Development Plan is granted final approval, the Board of Trustees shall, by Ordinance, adopt the approved PD Plan and authorize the rezoning of the subject property of PDD No. _____. Town Staff shall cause the Official Zoning Map overlay sheet to be marked as per the Town of Grand Lake Zoning Regulations.
- (B) The PD Overlay shall incorporate the approved Development Plan and any conditions imposed by the Planning Commission and the Board of Trustees and shall set forth the period of time within which the development provided in the PD Plan shall be completed. The PD Overlay, together with the Ordinance adopting the PD Plan and all accessory documents, shall be kept on file with Town Staff as a matter of public record; and a copy of the PD Plan and Plan Map(s) shall be recorded in the records of the Grand County Clerk and Recorder.
- (C) Upon filing and recording of the PD Plan(s), the terms and the provisions of the approved Plan incorporated therein shall govern and control the use and development of the property. Pending completion of the Development within the time provided in the PD Plan, the provisions of the approved PD Plan shall not be modified, released or revoked by either the landowner or the Town except in the manner and in accordance with the procedures set forth in these Regulations.

12-9-4 Minor Development, Submission Requirements

Minor developments shall follow all data submission requirements, procedures and drawing requirements required of this Article except as follows:

- (A) A Sketch Plan submittal is not required. Applicants are strongly encouraged to have a Pre-Application conference with Town staff prior to Preliminary Development Application submittal.
- (B) The information required in 12-9-2 shall be submitted at the time of Preliminary Development Application.
- (C) The Planning Commission or staff shall ask for comments from any entity listed in Section 12-10-2 as it deems appropriate.
- (D) The public hearing required in 12-9-2 for Preliminary Development Application will be required at Final Development Application Stage.

12-9-5 Failure to Begin Development or Show Substantial Progress & Review

- (A) Each approved Development overlay must contain a detailed development schedule, if applicable. At the developer's request, the Planning Commission may allow for an extension of the timeline. The Planning Commission may grant an extension for a period of time not to exceed six months. The Town staff shall monitor this schedule, and failure of the developer to substantially adhere to it shall be cause for a Development Special Review by the Planning Commission. The Commission Special Review shall be

commenced if one or more of the following situations exist:

1. Failure to record with the Grand County Recorder's Office within six (6) months of the Final Development Application Approval date by the Town Board of Trustees;
2. An application for building permit has not been received within six (6) months after filing of the Final Development Application;
3. The exterior finishes are not completed within nine (9) months of building permit issuance;
4. In-activity or documented "no progress" as determined by either Town staff or the Planning Commission on any stage of the project for more than one (1) year after the last completed benchmark in the approved development.

(B) Periodic Review of all On-going Developments - The Planning Commission may conduct an annual review of each project on or about the anniversary date of the Development approval. No fees will be charged to the developer for these reviews. Developers of projects may be asked by the Commission or staff to appear at this review and make a progress report. The commission will make a determination and note in the minutes as to whether adequate progress has been made by the developer. This periodic review may constitute a Land Use Development Special Review.

1. The Land Use Development Special Review will be undertaken by the Planning Commission to determine if the developer can verify to the Commission that the original assumptions and plans of the Development are still appropriate.
 - (a) In order to cover the Town's expenses for conducting a Land Use Development Special Review, the developer shall pay a deposit equivalent to eight (80%) percent of the original deposit. In addition to direct collection, failure to pay fees will trigger other methods of securing payment, such as the denial of new building permits, or placing a stop-work order on existing building permits, may be utilized.
 - (b) At this review, the development schedule shall be recommended to be formally amended and shall be forwarded to the Town Board of Trustees for their review of the amended development schedule. No development may proceed until these formal amendments and approvals are made.
 - (c) After the Special Review has been undertaken and the Board of Trustees has found, determined, and declared that there is no realistic possibility that the Development can or will proceed as approved in the Final Development Application, the Board of Trustees may revoke the Final Plat or Plan by Resolution. Said Revocation may trigger penalty provisions of the Zoning Code due to non-conformance with the original base zoning.

12-9-6 Procedure for Review of "As-Built" Plats

(A) Approved developments with construction of any type are required to have as-built drawings, in the form of an Improvement Survey Plat, approved by the Town. These drawings shall be submitted to Town staff for review and approval.

(B) As-Built Plat Information

1. The first sheet(s) shall contain the same information as the approved development plat sheets with the title “As-Built Plats” at the top, with “Final Development Plat/Plan (prior reception number) Amendment” underneath.
2. These drawings shall graphically and dimensionally depict the exact locations of building footprints and the development buildings into volumetric spaces and relationship of these footprints and spaces with the boundaries of the site and other appurtenances (including, but not limited to, parking, dedicated easements of record, utility easements, service lines and mains). All areas on the site are to be identified as general common, limited common elements, the units themselves, or reserved areas.
 - (a) The Planning Commission Certificate block may be omitted; the Trustee’s block is to be retained.
3. The numerical designation of the individual parcels (volumetric of plane) which will be specifically referred to in deeds to the owners of the spaces or areas.
4. Anything else required by state law.

(C) Approval Procedure

1. In the case of townhouse and condominium airspace units of any type, after the final development plat has been approved and prior to the transfer of property, the developer shall pay the As-Built processing fee and submit the original and three (3) copies of the as-built materials to Town staff. Town staff shall review these materials and check the development site within fifteen (15) days of reception. If Town staff is satisfied that the proper dedications have been made, that all owners and interest holders and the Registered Land Surveyors have properly certified their approvals, and that all of the requirements of these regulations are met, Town staff shall so certify to the Mayor for his signature on behalf of the Town. Town staff shall then have the as-built materials, along with appropriate documents, recorded with the Grand County Clerk and Recorder.
2. Should the Town staff determine that substantial differences exist between the approved and recorded development plat/plan and the as-built plat to warrant review by the Planning Commission, Town staff shall place the development in question on the agenda of the next Planning Commission meeting for discussion and review. The developer will be notified of the Planning Commission meeting and be asked to appear and discuss the concerns of Town staff. The results of these discussions may involve physical changes on the site or within buildings. In such cases, new as-built maps are to be drawn and resubmitted before final approval can be made.
 - (a) As-built plats that have been discussed by the Commission may be referred to the Board of Trustees for their review, should circumstances dictate, before signature by the Mayor.
 - (b) No approvals for final zoning inspections and sign-off will be given until after the review and final approval of as-built materials by Town staff, the Planning Commission and the Mayor of the Town.

12-9-7 Amendments to Land Use Developments

Amendments may be made to previously approved plats and plans by the Board of Trustees

with recommendation by the Planning Commission. Amendments shall be constituted as a new development application and shall follow the provisions for standards and specifications set forth in this Section.

(A) Deposit: Amendment applications will be required to pay a deposit, as set by the Town Board of Trustees.

(B) Submission Requirements: Submission requirements for each project will vary, depending on the proposed amendment. Town staff will determine the sufficient submission requirements and make recommendation to the Planning Commission and Town Board of Trustees regarding a complete submission.

(C) Amendments to Final Development Plans

1. Minor changes in the location of buildings, siting, and height of buildings and structures may be authorized by the Planning Commission without additional public hearings if required by engineering or other circumstances not foreseen at the time the Final Development Plan was approved. No change authorized by this subsection may cause any of the following:

- (a) A change in the use or character of the development;
- (b) An increase in overall coverage of structures;
- (c) An increase in the intensity and density of use;
- (d) An increase in the problems of traffic circulation and public utilities;
- (e) A reduction in approved open space;
- (f) A reduction of off-street parking and loading space;
- (g) A reduction in required pavement widths.

2. All other changes in use, or rearrangements of lots, blocks, and building tracts, or any changes in the provision of common open spaces must be approved by the Board of Trustees after a report from the Town staff and recommendation by the Planning Commission. Such amendments may be made only if they are shown to be required by changes in conditions that have occurred since the Final Development Plan was approved or by changes in community policy. Any changes which are approved in the Final Development Plan must be recorded as amendments in accordance with the procedure established for the recording of the initial Final Development Plan documents with the exception that prior to making its recommendation to the Board of Trustees, the Planning Commission shall hold at least one (1) public hearing with the applicant being responsible for publishing notice of said hearing in the official publication of the Town of Grand Lake at least fifteen (15) days in advance of the hearing.

(D) Amendments to Final Development Plats

1. The Planning Commission may recommend to the Board of Trustees amendments to the requirements of these Regulations after giving adequate public notice of a public meeting in a newspaper of general circulation. Town Staff shall set a public hearing

date before the Board of Trustees, and notice of said hearing shall be published in the official newspaper of the Town at least fifteen (15) days prior to the time of the hearing. The Town Board of Trustees shall conduct the hearing and either adopt, adopt with modifications, or not approve the proposed amendments. A joint hearing of the two bodies is appropriate. All amendment Ordinances must be authorized using the following form and published immediately upon adoption and included in any subsequent sale of these Regulations to the general public.

APPROVED AFTER PUBLIC HEARING by the Grand Lake Planning Commission the _____ day of _____, 20__.

Chairman

ATTEST:

Secretary

APPROVED BY the Board of Trustees of the Town of Grand Lake the _____ day of _____, 20__.

Mayor

ATTEST:

Town Clerk

12-9-8 Land Use Development Variances

(A) Procedural Variances:

1. The Planning Commission may grant a procedural variance by simple majority vote upon application of the Developer at any regular meeting of the Planning Commission regarding submission requirements for any land use development project.

(B) Substantive Development Variance:

1. All other Sections of this Article are hereby found, determined and declared to be matters of substance.
2. A Developer may request a substantive variance from Land Use Procedures and Standards by filing a written request, with Town Staff, specifying the variance(s) being sought at least fourteen (14) days in advance of the next Planning Commission meeting. The Developer must prove to the Planning Commission’s satisfaction that strict compliance with the requirements of these Land Use Procedures and Standards would result in extraordinary hardship to the developer because of unusual topography, or other conditions beyond his control or that these conditions would result in inhibiting the achievement of the objectives of this Article and that such

substantive variance(s) will not have the effect of nullifying the intent and purpose of these Land Use Procedures and Standards or the Town of Grand Lake Master Plan.

3. The Town shall cause a public notice to be published stating the legal description of the proposed development, the nature of the variance being sought, the name, address and telephone number of the Developer, and the date, time and place of the public hearing.
4. The Town will also notify by certified letter, return receipt requested, all property owners within two hundred (200') feet of the property for which the variance is being sought. The information contained in the public notice shall be included in the letter.
5. The Commission shall not recommend approval of variances unless it shall make findings based upon evidence presented to it in each specific case that:
 - (a) The granting of the variance will not be detrimental to the public safety, health, or welfare or injurious to other property as located.
 - (b) The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are not applicable generally to other property.
 - (c) Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these Regulations is carried out.
 - (d) The variances will not in any manner vary the provisions of the Zoning Ordinance, Master Plan, or Official Map.
 - (e) The variance is in conformity with all other criteria the Planning Commission sets by policy from time to time.
6. Such variances, shall be granted only by affirmative vote of two-thirds (2/3) of the entire membership of the Planning Commission. The Planning Commission shall make recommendation, by Resolution, to the Town Board of Trustees. The Town Board of Trustees shall hear the variance request at their next regularly scheduled meeting.

(C) Variances Deemed Inappropriate or Insignificant by Planning Commission.

1. In the process of development review, the Planning Commission may, from time to time, identify certain requirements within this Article that are simply not appropriate or not applicable to the request at hand. In these cases, the Planning Commission may authorize a variance from any section of these Land Use Procedures and Standards on its own initiative.
2. Prior to any action, the Planning Commission shall cause a Resolution to be drafted which shall:
 - (a) fully document the specific unique circumstances indicating the need for initiated variance;
 - (b) the specific Sections of this Article for which a variance is being granted;
 - (c) a determination of findings as per 12-9-8 (B)1 - (B)5; and,

- (d) a specific finding that the variance being granted is “because the requirements of the above named Sections are inappropriate to the instant case” or “the variance being granted has been found, determined and declared to be insignificant” or similar language.
3. Initiated variances shall be granted only by the affirmative vote of two-thirds (2/3) of the entire membership of the Planning Commission. The Planning Commission shall make recommendation, by Resolution, to the Town Board of Trustees. The Town Board of Trustees shall hear the variance request at their next regularly scheduled meeting.

(D) Substantive and Initiated Variances Require Town Board of Trustees Approval

1. The Town Board of Trustees shall have the final authority to grant or disapprove any and all substantive or Planning Commission initiated variances to these Land Use Procedures and Standards. The Board of Trustees shall cause a listing of the variances approved to be included in all Ordinances approving Final Plats.
2. All said variances that are disapproved shall be included in a letter which shall be sent back to the Planning Commission and to the Developer within five (5) days after the Town Board of Trustees meeting in which the variances were disapproved. The Developer and the Planning Commission shall meet to revise the Final Plat accordingly.

12-9-9 Violations and Penalties

- (A) Whoever, being the owner, or agent of the owner, of any land located within a development transfers or sells or agrees to sell or negotiates to sell any land by reference to or exhibition of or by use of a Plan or Plat of a development before such Plan has been approved by the Grand Lake Planning Commission and Board of Trustees and recorded or filed in the Office of the Town Clerk, shall forfeit and pay a penalty of Three Hundred Dollars (\$300.00) for each Lot or Parcel so transferred or sold or agreed or negotiated to be sold. Each day of violation shall constitute a separate offense. The description of such Lot or Parcel by metes or bounds in the instrument of transfer or other document used in the process or selling or transferring shall not exempt the transaction from such penalties or from the remedies provided in this Section. The Town may enjoin such transfer or sale or agreement by action for injunction and may recover the said penalty by civil action in any Court of competent jurisdiction.
- (B) The Town Board of Trustees may withdraw approval of a Plan or Plat if and when it is determined that information provided by the developer, upon which such approval was based, is false or inaccurate.

12-9-10 Standards

- (A) Each new development of land in Grand Lake will, to some extent, affect the character and environmental appeal of the land, the cost of services and maintenance to the purchasers and the Town government, and the interests of investors in the land and surrounding areas. New developments shall provide safe, convenient travel routes to,

from and within the development. Each lot or unit must provide a desirable setting for construction so that natural features of the land may be preserved, views and solar access protected, privacy permitted, and screening from traffic ways is possible. Provision must be made to meet area needs for flood and fire protection, sewage disposal and water.

- (B) The Planning Commission and the Town Board of Trustees will consider the cumulative impact of the developments of land in the area that have occurred in the past, as well as anticipated developments of land on Town services or any of the Standards described below and herein, and shall make such additional requirements that such impacts necessitate.

(C) General Information

1. Special Site Considerations

- (a) Steep, unstable or swampy land, and land subject to inadequate drainage, avalanche, or rock slides, and geological hazards shall be identified, and unless acceptable provisions are made for eliminating or controlling problems which may endanger health, life or property, such sites shall not be platted for improvements.
- (b) The Planning Commission may require the applicant to furnish appropriate technical data and other information necessary to determine the extent to which a proposed development of land is subject to flooding, located in a natural drainage channel, or subject to geological, fire, or other natural hazards. Technical data and other information requested by the Planning Commission will be prepared and certified by a professional qualified in the appropriate field of expertise. If it is determined that a proposed division of land or a portion thereof lies within a natural hazard area, the Planning Commission and Town Board of Trustees may set forth certain conditions, stipulations, standards and prohibitions which must be observed if a development of land is to be permitted.
- (c) When the Planning Commission requires review and comment by outside agencies, any fees levied by those agencies for their review will be paid by the applicant either directly to the agency or by remitting an extra fee to the Town to cover the cost.

2. Dedications

- (a) Dedication of rights-of-way for streets giving access to adjacent lands and adjoining dedicated streets, and drainage and utility easements, may be required.
- (b) Approval of a development of land under these Regulations shall not constitute acceptance by the Town of the roads, streets, or other public lands as indicated for dedication on the Plat or Plan. The dedication of any of these lands for Town use of any nature within the Town shall be accepted by the Town only by specific action of the Town Board of Trustees.
- (c) In addition, dedication of land or payment of fees in lieu of land dedications for public purposes as per of these Regulations is required before approval of the Final Plat or Plan by the Town Board of Trustees.

3. Improvements Required

- (a) In each proposed land development, the applicant and the Planning Commission shall agree on the type, location and extent of necessary public improvements depending on the characteristics of the proposed development and its relationship to the surrounding area. Improvements shall be made by the applicant at his expense according to standard specifications prepared by a qualified professional engineer and approved by the Town Board of Trustees.
1. Permanent survey monuments shall be set as required by (C.R.S. Title 38, Article 51, 1973, as amended). In addition, one-half inch (1/2") steel pins (or larger) shall be set at all lot corners. Affixed securely to the top of each such monument shall be the Colorado Registration number and land surveyor responsible for the establishment of said monument.
- (b) Improvements not specifically mentioned in these Regulations, but found appropriate and necessary due to unusual conditions found on the site, shall be constructed at the applicant's expense within such time and in conformance with such specifications as deemed necessary and appropriate by the Planning Commission and Town Board of Trustees. **No plat or plan shall be signed by the Town Board of Trustees until the improvements required by these Regulations have been constructed and approved by the appropriate Town officials having jurisdiction over such improvements, or until assurance in the form of an acceptable Improvements Agreement with approved guarantees is given to the Town Board of Trustees that the required improvements will be completed.**

4. Responsibility for Improvements

- (a) General Requirements - The following improvements shall be constructed at the expense of the Developer as stipulated in the Development Improvement Agreement in a manner approved by the Town Board of Trustees and in a manner which is consistent with sound construction and local standards. Where specific requirements are spelled out in other Sections of this Article of other applicable Articles the specific requirements shall apply:
1. Road, grading and surfacing.
 2. Curbs, if required.
 3. Boardwalks, Sidewalks and Greenways, if required.
 4. Sanitary sewer laterals where required.
 5. Storm sewers or storm drainage system, as required.
 6. Water distribution system, where applicable.
 7. Street signs at all street intersections.
 8. Permanent reference points.
 9. Landscaping features.
 10. Other facilities as may be specified or required in the Municipal Code, by the Board of Trustees.
- (b) Improvement Agreement - No Final Plat or Plan shall be approved until the developer has submitted a Development Improvement Agreement or a contract approved by the Town, agreeing to construct the required improvements as shown in documents supporting the Preliminary Plan. Suitable collateral, in an

amount stipulated in the Development Improvement Agreement, shall accompany the final plat submission, to ensure the completion of the improvements according to design and time specifications.

1. At such time as the various improvements are completed, the developer may apply to the Town for partial or full release of the collateral, subject to approval of the Town upon inspection of the improvement. If the improvements are not constructed in accordance with all of the specifications the Town shall notify the developers of the non-compliance and discuss with the developers the reasons for the non-compliance and proposed schedules for correcting the non-compliance. Wherever the cost of improvements is covered by a performance bond, the developer and the bonding company shall be severally and jointly liable for completing the improvements according to specifications.
 2. If the Town determines that the developers will not construct any or all of the improvements in accordance with all of the specifications, the Town shall have the power to withdraw and employ from the bond or deposit as specified, such funds as may be necessary to construct the improvement or improvements in accordance with the specifications.
 3. To insure that improvements are constructed in accordance with Town standards, the Board of Trustees shall require the Developer to sign an agreement to reimburse the Town for the costs of inspection of said improvements. **If the value of improvements in the Development Improvements Agreement is less than Ten Thousand (\$10,000) dollars the Board of Trustees may elect to waive this provision upon motion of the Board of Trustees.** These fees shall be due and upon demand of the Town. Failure of the Developer to pay these fees shall be cause for the Town to deny the issuance of building permits, water taps, or Certificates of Occupancy until all are paid.
 4. The Board of Trustees will not accept dedication of required improvements, nor release nor reduce a security agreement, until the Town Staff has submitted a certificate stating that all required improvements have been satisfactorily completed and until the developer's engineer or surveyor has certified to the Town of Grand Lake through submission of detailed "as-built" survey plat of the development, indicating location, dimensions, materials and other information required by the Planning Commission and Board of Trustees that the layout of the line and grade of all public improvements is in accordance with construction plans for the development **and that a title insurance policy has been furnished to and approved by the Town Attorney indicating that the improvements shall have been completed,** are ready for dedication to the Town, and are free and clear of any and all liens and encumbrances. Upon such approval and recommendation, the Board shall thereafter accept the improvements for dedication in accordance with the established procedure.
- (c) Release of Guarantee From time to time as the required improvements in a development are completed, the developer shall apply in writing to the Town for a partial or full release of the bond, credit deposit letter, certified check, or other collateral. Such release requests shall not be made to the Town more frequently than once every month. Upon receipt of such application in writing, the Town or its agent shall inspect that portion of the improvement which has been

completed.

1. If the Town determines from such inspection that the improvements thus far completed have been made in accordance with the Final Plat and the requirements of these regulations, a portion of the bond, credit deposit letter, certified check, or other collateral sufficient to cover the improvements thus far completed less ten percent (10%) retainage shall be released.
2. The retainage shall not be released until all required improvements have been made and a final inspection report from the Town Engineer has been received by the Board of Trustees recommending final acceptance of the improvements.

(D) Block, Lot, and Additional Setbacks

1. Block Standards

- (a) Blocks shall not exceed thirteen hundred twenty feet (1,320') in length nor be less than three hundred sixty feet (360') in length. The length of blocks shall be considered to be the distance from street centerline to opposite street centerline and shall be measured through adjacent back lot lines or through the center of the block. The total design should provide for convenient access and circulation for emergency vehicles. All blocks shall be abutted by a street or streets. Where blocks are longer than three hundred sixty feet (360') pedestrian walkways shall be provided to permit acceptable pedestrian access to abutting streets.
- (b) Service access to the interior of blocks may be permitted in certain instances, in which case such alleys must be indicated in the plan and plat.
- (c) Blocks shall have sufficient width for two (2) tiers of lots of appropriate depths. Exceptions to this prescribed block standard shall be permitted in blocks containing steep slopes or adjacent to major streets or streams and lakes.

2. Lot Requirements and Standards

(a) Developments

1. Lot Requirements: There shall be no minimum lot width, setbacks, or lot area requirements in a PD. Setbacks and lot widths shall be as required by the Planning Commission to provide adequate access and fire protection and to ensure proper ventilation, light, solar access and air. The stream and lake setback requirements of the Zoning Regulations shall be adhered to the greatest degree possible as a priority item. Deviations from these water setbacks will be judged according to Shoreline and Surface Water Regulations of the Zoning Code.
2. Lots created as part of a Development shall conform to the General Requirements and Standards as set forth in this section.

(b) Subdivisions

1. **Lot Requirements:** The minimum lot width, setbacks and/or lot area requirements for a development shall conform to the Zoning Regulations of the Municipal Code. The stream and lake setback requirements of the Zoning Regulations shall be adhered to. Deviations from these water setbacks will be judged according to Shoreline and Surface Water Regulations of the Zoning Code.
 2. Lots created as part of a Development shall conform to the General Requirements and Standards as set forth in this section.
- (c) General Requirements and Standards

1. Lot Standards for Townhouses: Notwithstanding any other provisions contained in the Municipal Code, widths and frontage for townhouses are permitted to vary from the standards imposed by the Grand Lake Zoning Ordinance without requiring a variance proceeding before the Board of Adjustment. In making its recommendation, the Planning Commission shall encourage variations from the minimum lot sizes and widths which provide a variety and diversity in design while still protecting the unique features of the site and protecting the surrounding neighborhood.
2. Lot Dimensions: Lot dimensions shall comply with the minimum standards of the Zoning Ordinance. Where lots are more than double the minimum required area for the zoning district, the Planning Commission may require that such lots be arranged so as to allow further development and the opening of future streets where they would be necessary to serve such potential lots, all in compliance with Municipal Code.
3. Division of Lots: No lot shall be divided by a municipal or county boundary line, road, alley or other lot.
4. Wedge-shaped Lots: In the case of wedge-shaped Lots, no Lot shall be less than forty feet (40') in width where the narrow side of the Lot is at the front property line.
5. Lot Lines: Side Lot Lines shall be substantially at right angles or radial to street lines. Where lot lines are not at right angles to the street lines, this shall be indicated.
6. Frontage on Public Street: All lots in developments shall front and have access on a public street.
7. Lot Arrangement: The lot arrangement shall be such that there will be no foreseeable difficulties, for reasons of topography or other conditions, in securing building permits to build on all lots in compliance with Municipal Code and in providing driveway access to buildings on such lots from an approved street.
8. Double Frontage Lots and Access to Lots
 - (i) Double Frontage Lots: Double frontage or reversed frontage lots shall be avoided except where necessary to provide separation of residential development from traffic arterials or to overcome specific disadvantages of topography and orientation.
 - (ii) Access From Arterials: Lots shall not, in general, derive access exclusively from a major arterial street. Where driveway access from a major arterial may be necessary for several adjoining lots, the Planning

Commission may require that such lots be served by a combined access drive in order to limit possible traffic hazard on such street. Driveways should not be designed and arranged so as to require vehicles to back into traffic on major arterials.

9. Corner Lots: Dimensions of corner lots shall be large enough to allow for erection of buildings, observing the minimum front-yard setback from both streets.
 - (i) Lots for residential use on corners shall have extra width to accommodate yard setbacks on both street frontages.
 - (ii) When corner lots exist along street ROW(s) of greater than sixty (60) feet, the standard setbacks for each properties reserved or laid out for business, commercial, or industrial purposes shall be adequate to provide for the off-street parking and loading facilities required for the type of use and development contemplated as established in the Municipal Code.
10. Lot Setback: Minimum building setbacks on the perimeter of such developments shall be in conformance with the Municipal Code.
11. Lot Drainage Lots shall be laid out so as to provide positive drainage away from all buildings and individual lots drainage shall be coordinated with the general storm drainage pattern for the area. Drainage shall be designed so as to avoid concentration of storm drainage water from each lot to adjacent lots.

3. Additional Development Setbacks

- (a) Where a development is adjacent to the State Highway 34 right-of-way, a permanent open space at least twenty feet (20') in width shall be required along the property line(s). This area shall be kept free of buildings and structures and contain permanently maintained landscaping, unless screened or protected by natural features. Parking areas may encroach up to five feet (5') into this setback.

(E) Structures and other Built Features

1. Building

- (a) Height - The height of buildings shall be governed by the limit defined in the existing zoning overlay. Height in excess of any of these existing limits may be granted, by a Board of Trustees variance. For those height variances outlined in Supplemental Setback, Height and Area Regulations of the Municipal Code the request shall be heard by the Town Board of Trustees with recommendation from the Planning Commission.

(b) Spacing

1. Each Development shall provide reasonable visual and acoustical privacy for dwelling units. Fences, walks, barriers, landscaping, and sound reducing construction techniques shall be used as appropriate for the aesthetic enhancement of property and the privacy of its occupants, the screening of objectionable views or uses, and the reduction of noise. A minimum of twenty (20) feet must be maintained between buildings.

2. All buildings will be located so as to take advantage of any passive or active solar gain as deemed appropriate by the developer in the interests of energy conservation.
 - (c) Construction - The design and construction plans shall take into account characteristics of soils, slopes and potential geological hazards, in a manner intended to protect the health, safety, and welfare of potential users. These aspects of the plan must be accompanied by a detailed soil engineering report on the suitability of the area for the intended use and the necessary precautions needed to bring the area to a state of structural soundness before building permits may be issued.
2. Additional Standards for **Conversions of Leased or Rented Space of Any Type to Townhouses or Condominiums**
- (a) General: Due to the special nature of converting existing rental spaces to townhouses, condominiums or other types of airspace ownership arrangements, the following regulations will apply specifically to these types of development projects. Except where otherwise noted herein, all conversion projects will also comply with the design standards of this Section.
 1. Physical Standards for Conversion: A report on the physical elements of all structures and facilities shall be submitted with the Preliminary Development Application. This report is to be compiled by a licensed professional structural engineer and/or registered architect, as appropriate, and shall include but not be limited to the following:
 - (i) Adequate Physical Condition
 1. A report detailing the structural condition of all elements of the property including foundations, plumbing, utilities, walls, ceilings, windows, recreational facilities, sound transmission of each building, fireplaces, insulation, electrical system, mechanical equipment, space heating devices, and appliances. Regarding each element, the report shall state, to the best knowledge or estimate of the applicant, the current condition of each element and any substantial variation of the physical condition of said element from the current Municipal Code, Health, Fire and Building Electrical and Plumbing Codes in effect in Grand Lake on the date of inspection. The report shall identify any defective or unsafe element and set forth the proposed corrective measures to be employed.

2. The developer shall provide to the Town and to any buyer of any unit before approval of the As-Built Plat written certification that all appliances, heating equipment and other mechanical equipment provided in the units are in operable working condition. At such time as the Owner's Association takes over management of the development, the developer shall provide written certification to the Town and to the Association that any mechanical equipment to be owned in common by the association is in operable working condition.
3. A statement of repairs and improvements to be made by the developer necessary to meet the deficiencies in (1) above.
4. All necessary repairs and improvements will need to be completed before approval of a Certificate of Occupancy Permit is granted.

(ii) Specific Physical Standards

1. Each conversion project will conform to the Grand Lake Building Code, the Plumbing and Electrical Codes including any exemptions provided therein, in effect at the date of application, and any other health and fire codes enforced in the Town.
2. Each conversion project shall meet all the off-street parking requirements of the Municipal Code, unless otherwise provided.
3. Each water using unit shall have a separate $\frac{3}{4}$ inch (minimum) service line, meter, and curb stop. A plant investment fee is required for each new tap so created. Each dwelling unit shall be separately metered for electrical and other utilities.
4. Each unit shall have at least two hundred (200) cubic feet of enclosed, weather-proofed and lockable storage space in addition to guest, linen, pantry and clothes closets provided. Such storage space may be located in any portion of the project, and no such space for any one unit may be split between two or more locations.
5. All main buildings, structures, fences, patio enclosures, carports and garages, accessory buildings, sidewalks, landscaped areas and additional elements as required by the Planning Commission shall be refurbished and restored as necessary to achieve a high degree of appearance, quality and safety.

6. All conversion projects will conform to minimum floor area and off-street parking requirements of the Municipal Code. In the case of conversions of hotels and motels to condo-hotel/motel rooms, equivalent required off-street parking must be provided within three hundred feet (300') of the project boundaries. The minimum floor area for condo-hotel/motel room projects shall be three hundred and fifty (350) square feet.
7. Open space requirements for each zone district shall apply to each conversion project. Developers of mixed use projects may follow the Mixed Use Open Space Schedule in the Zoning Regulations for the CT, C and RST Districts. Projects in the Town Core Area are eligible for open space negotiations with the Planning Commission.

2. Notification to Residential Tenants

- (i) A developer who converts a structure into condominium, townhouse or other individually owned airspace dwelling unit, immediately prior to Final Development Application submittal to the Grand Lake Planning Commission shall notify by certified receipt mail each residential tenant of the dwelling of such anticipated conversion and the anticipated date when the occupancy grade period as allowed by state law (C.R.S. 38-33-112) is to begin and end. Evidence of receipt of notice to convert by each tenant must be included with the Final Development Application.

1. No building permit will be issued for purposes of building construction activity associated with the conversion project until all tenants have vacated the building according to the procedures required under these regulations and (C.R.S. 38-33-112). Evidence that the building is completely vacated will be signed statements of termination of occupancy by the tenants that they were properly notified and that the developer has complied with state law.

3. Tenant's Right To Purchase

- (i) Any present tenant or tenants of any unit shall be given a non-transferable right of first refusal to purchase the unit occupied at a price no greater than the price offered to the general public. The right of first refusal shall extend for at least forty-five (45) days from the date of notification of the tenant. This requirement shall not, in itself, create a vested right in the tenant.

3. Additional Standards for Mobile Home Townhome Developments

- (a) General

1. Generally, the standards pertaining to developments set forth in these Regulations and others of the Town of Grand Lake that apply to development, construction, alteration or extension will apply to a mobile home townhome development. However, standards herein which are more stringent shall control.
 - (i) All buildings and utilities to be constructed, altered, or repaired in a mobile home townhome development must comply with all applicable codes adopted by the Town and the state including building, electrical, and plumbing.
 - (ii) All mobile home townhome developments must provide for management and maintenance of all common elements through a homeowner's association as per requirements of these Regulations.
 - (iii) HUD Seal: All mobile home townhomes must contain the U.S. Department of Housing and Urban Development (HUD) seal or subseal if a mobile home was constructed prior to the adoption of the HUD and Colorado Division of Housing seals. For those mobile home parks existing in the Town of Grand Lake prior to the adoption of these Regulations that wish to convert into a mobile home townhome development, all mobile homes contained within the development must either:
 1. Obtain such a seal or substantially conform to the requirements of said seal within five (5) years after the development is platted; or
 2. Be removed and replaced by a HUD certified seal mobile home.
- (b) Minimum Site: The minimum site for a mobile home townhome development is one (1) acre.
- (c) Density and Open Space: These standards are contained in the Municipal Code.
- (d) Landscaping: A minimum of ten percent (10%) of the open space area is to consist of landscaped buffers along the perimeter boundaries of the development to act as a visual and privacy screen for the development. Perimeter boundary landscaped setbacks shall be a minimum of fifteen feet (15') when developments face onto an internal road or cu-de-sac. Developments wishing to face onto a public street must get specific permission from the Planning Commission and conform to the setbacks in the Grand Lake zoning Ordinance. Landscaping in the remainder of the open space may consist of ground cover. The development developer will be responsible for the replacement of revegetation and landscape plantings for two (2) growing seasons after installation. Plants listed in CHAPTER 13: URBAN FORESTRY MANAGEMENT, are encouraged.
- (e) Parking Areas, Drives, and Retaining Walls: Each unit shall have a minimum of two (2) standard off-street parking spaces available with parking areas defined with cribbing or similar materials and parking stalls clearly defined. Parking areas and drives are to be surfaced with Class C gravel to a depth of two inches (2") as a minimum. Any retaining walls of over four feet (4') in height which are used for slope stabilization, parking and drives shall be engineered and

constructed as per the CHAPTER 9: BUILDING REGULATIONS.

- (f) A central trash deposit and pick-up area shall be provided for every fifteen (15) units in a development. The trash area shall be screened from public view.
- (g) The minimum base or pad size upon which mobile homes will be placed is 1,200 square feet. The remainder of the land area after open space and pad areas are deducted is to be used for parking, drives, trash areas and appurtenant (attached and detached) structures (screened porches, sheds, etc.) for the mobile home units. Walkways and a maximum of a six foot (6') by four foot (4') outside stair case and landing with canopy may be included as open space.
- (h) The minimum spacing between units including any appurtenant structures shall be twenty feet (20'). Mobile home townhome developments converting from mobile home parks existing prior to the adoption of these Regulations may have a fifteen foot (15') spacing between units upon specific recommendations of the Planning Commission.

4. Bridges

- (a) Bridges of primary benefit to the applicant, as determined by the Planning Commission and Board of Trustees, shall be constructed at the full expense of the applicant without reimbursement from the Town. The sharing of expenses for the construction of bridges not of primary benefit to the applicant as determined by the Planning Commission will be fixed by the improvements agreement between the Board of Trustees and the applicant. Said cost shall be charged to the applicant pro rata as the percentage of his land developed and so served.
 - 1. If any bridges are to be constructed within the Development on public or private ways (roads, streets, paths, etc.), these are to be built in full compliance with the dredge and fill laws of local, state and federal jurisdictions.

(F) Standards and Regulations for Improvements within Right-of-Ways

1. General Standards and Regulations

- (a) Street, Sidewalk and Boardwalk Plan: The arrangements, classification, extent, width, grade and location of all streets, sidewalks and boardwalks shall conform to the street, sidewalk and boardwalk plans and Municipal Code of the Town and shall be designed in relation to existing and planned streets, sidewalks and boardwalks topographical conditions, public convenience and safety, and the proposed uses of the land to be served by such streets, sidewalks and boardwalks. The construction standards are as follows:
 - 1. All street or highways shall be designed and constructed in accordance with the Street Development Standards of the Town of Grand Lake, adopted as a separate Article to this Code, and as amended from time to time.
 - (i) All calculations and co-efficients shall conform to requirements set forth in the CHAPTER 11:ARTICLE 2: STREET DEVELOPMENT POLICIES, STANDARDS, & SPECIFICATIONS.

2. All boardwalks and sidewalks shall be designed and constructed in accordance with the CHAPTER 11:ARTICLE 4:BOARDWALKS, SIDEWALKS, AND COMMUNITY GREENWAYS.

2. Additional Regulations

- (a) All public and private streets are to be paved and shall be dedicated to the Town as utility easements where said easements are necessary. All streets are to be completed and paved before a certificate of occupancy (C.O.) is issued on a structure(s). This requirement may be waived for nine (9) months should weather conditions necessitate it. All improvement bonds, escrow funds, etc., are to be held by the Town until paving is complete. A fugitive dust control plan is to be included in the PD documents and implemented during construction.

1. All private streets shall be conveyed to a private home or property owners association. If the private association or person(s) owning the private streets in the Development should in the future request that any private streets be changed to public streets, the private association or owner(s) will bear the full costs of reconstruction or any other action necessary to make the streets conform to the applicable standards for public streets. The private association or owner(s) shall also agree that these streets shall be made to conform and be dedicated to public use without compensation to the private association or owner(s).

(b) Additional Standards

1. Development Abutting Major Rights-of-Way

Where a development abuts or contains an existing or proposed primary street or highway, the Planning Commission may require service streets, reverse frontage lots with screen planting in a reservation strip along the rear property line, deep lots with rear service alleys abutting the primary street or highway, or such other treatment as may be necessary for adequate protection of residential properties and for separation of through and local traffic.

2. Development Containing Major Right-of-Ways

Where a development borders on or contains highway right-of-way, the Planning Commission may require a street approximately parallel to and on each side of such right-of-way, at a distance suitable for the appropriate use of the intervening land. Such land would be appropriately used for park purposes in residential districts, or for commercial or industrial purposes in non-residential districts. Such distances shall be determined with due regard for the requirements of approach grades and future grade separations.

3. Intersections

Intersections of local streets with major streets shall be kept to a minimum.

4. Street Names

Streets shall have the names of existing streets which are in alignment in the Town or in an adjoining county or municipality. There shall be no duplication of street names.

5. Streets shall be designed to bear a logical relationship to the topography. All streets in new developments shall be paved with asphalt or concrete.

6. Whenever streets are not aligned, off-sets shall be at least one hundred thirty-five feet (135'), centerline to centerline.
7. Cul-de-sacs shall be permitted, provided they are not more than five hundred feet (500') in length and have a turnaround diameter of one hundred feet (100'), with a pavement diameter of ninety feet (90'). If the topography dictates the use of a longer cul-de-sac, the approval of the Planning Commission shall be obtained. The drainage easement shall be required between the cul-de-sac and the rear lot line of the lowest lot.
8. A T-shaped and Y-shaped terminus may be provided in mountainside developments as an alternative to the circular turnaround. Where provided, the "wings" of the T or Y shall be at least twenty feet (20') deep, measured from the street boundary, and at least sixteen feet (16') wide exclusive of parking space. Curbs at the intersection of the street and the "wings" of the T or Y shall be rounded with a minimum radius of twenty feet (20').
9. Dead end streets, with the exception of cul-de-sacs, shall be prohibited.
10. Half streets shall be prohibited. This requirement supersedes those contained in CHAPTER 11:ARTICLE 2:STREET DEVELOPMENT POLICIES, STANDARDS, & SPECIFICATIONS. When a proposed half street in one development is adjacent to another property, the approval of the adjacent owner shall be obtained and the entire street shall be platted and dedicated by the owners. The responsibility for acquiring the additional right-of-way shall be with the developer.
11. Restriction of access shall be required when a development or portion thereof adjoins an arterial highway. Marginal access streets, reverse frontage with screen planting contained in a non-access reservation, deep lots or similar treatment shall be required to reduce the impact of traffic on residential properties and to avoid interference with the movement of the traffic on arterial highways.
12. Traffic control and street name signs shall be installed at all intersections in the development, according to the street names approved by the Planning Commission and the Board of Trustees. All signs shall be in conformance with standards established by the Planning Commission and the Board of Trustees of the Town of Grand Lake.

13. On all areas of land proposed for development whereon the general configuration of the undisturbed surface slopes fifteen percent (15%) or more in any direction, a grading plan showing revised contours for street construction shall be submitted. Such plan shall show the extent and percent slope of cut and fill areas created by street construction. Any proposed retaining structures shall be designed in detail. The Planning Commission may require wider roadbed widths for snow storage and guard rails where it feels these measures are appropriate. All cut and fill slopes and retaining structures shown as a result of street construction shall be located within the dedicated right-of-way proposed. No back slope shall exceed a ratio of one and one-half foot (1-1/2') vertical to one foot (1') horizontal. A revegetation plan shall be submitted for all cut and fill slopes in excess of one foot (1') vertical to three feet (3') horizontal. Such plan shall use native or similar plants and include a cost estimate. The revegetation plan shall be implemented concurrently with street construction.
14. Development road systems shall be designed with two (2) or more dedicated access roads for separate, multiple ingress and egress.
15. Private streets shall afford abutting properties reasonably adequate access for entry by private and emergency vehicles and should be designed to standards at least equal to public streets.
16. All public roads within a development shall be maintained (except for snow removal) by the developer for a period of one (1) year after which the developer may petition to have the TOWN formally accept the road into its street system for dedication and maintenance purposes. The Trustees will release the final fifty percent (50%) of the collateral required under the performance agreement when the road is determined to be in substantial compliance with TOWN road specifications.
17. Widening and Realignment of Existing Roads

Where a development borders an existing narrow road or when the Master Plan, Official Map, or zoning setback regulations indicate plans for realignment or widening a road that would require use of some of the land in the development, the applicant shall be required to improve and dedicate at his expense such areas for widening or realignment of such roads. Such frontage roads and streets shall be improved and dedicated by the applicant at his own expense to the full width as required by these Development Regulations. Land reserved for any road purposes may not be counted in satisfying yard or area requirements of the Municipal Code whether the land is to be dedicated to the Town in fee simple or an easement is granted to it.

3. Bike Paths and Walking Paths

- (a) Walking paths and/or bicycle path linkages will be required in accordance with the Master Plan pertaining to these amenities and/or in order to link up logically with established or planned ways in the Town or County in open spaces or developed areas. If no such Master Plan requirements or private development plans exist, the development shall include such pathways in development plans along logical routes recommended by the Planning Commission to serve residential, non-residential and recreational facilities provided in or adjacent to

the development. Such pathways shall be dedicated via easements to the public or property owner's association and may be included in any open space requirement of these or other regulations.

1. Where bicycle paths and walking paths exist side-by-side (closer than ten feet (10')), a clear separation shall define the two either in grade (minimum of six inches (6'')) or by other means. If separated by grade, the walking path shall be higher in elevation than the bicycle path.
2. Where walking and/or bicycle paths and automobile roadways exist side-by-side (closer than ten feet (10') from the shoulder and/or pavement edge), they shall be separated by a grade elevation of seven inches (7'') minimum with the walking and/or bicycle path being higher in elevation than the automobile roadways.
3. The minimum width of all pathways is eight feet (8').
4. Trails shall be posted with appropriate signage.

4. Parking and Loading

(a) Parking shall be provided as per the off-street parking requirements found in the Town of Grand Lake Zoning Regulations. In addition, the Planning Commission may determine that storage areas for boats, trailers, campers and other recreational vehicles shall be required where the necessity for such facilities has been demonstrated and where such facilities will preserve the required off-street parking for the use of automobiles.

1. Parking requirements in the Town Core area may be altered by the Planning Commission during its review of the Development Application. Alternative parking measures need to be considered, such as:
 - (i) Availability of future public parking facilities in the Town and their location.

5. Snow Storage and Solar Orientation

(a) Snow Storage

1. A snow storage plan designating adequate areas for the storage of plowed snow equivalent to a minimum of one-third (1/3) of the uncovered parking area and drive. The Condominium/Townhome/HOA Declarations shall provide for the removal of snow by the owners' association when storage areas are at capacity upon notice by the Town.
2. A snow storage and/or removal plan shall be required for all parking, loading and drive areas. The number of required spaces shall not be reduced in order to store snow.

(b) Solar Orientation

1. All developments subject to these Regulations should, in general, maximize solar access in building site planning in terms of street layouts, orientation of building sites on lots to the streets and avoidance of north facing slopes and windows.
 - (i) Development shall fit and take advantage of topography and solar orientation to the end that good building sites are provided and utilities

can be provided most economically.

- (ii) When the development abuts an area developed with or specified for high- or mid-rise buildings (or, in the case of a Development District, which will be developed with mid- or high-rise buildings), the location of open space wherever possible shall be such that it will protect shorter structures from shadows cast by taller buildings.
2. In particular, at the time of submission of Preliminary Development Application the developer shall submit an energy statement which shall include the following:
- (i) A generalized narrative speaking to the solar aspects of the development either as a whole or discussed in parts. Discussion of such aspects as orientation to the sun, slope, vegetative cover and other relevant solar data is appropriate.
 - (ii) A statement and shadow plan demonstrating that eighty percent (80%) of the lots are sized and designed so as to protect solar access to the base of a south facing wall of a theoretical building on December 21 between 9:00 a.m. and 4:00 p.m. while conforming to the lot sizes and setbacks of these and the Grand Lake Zoning Regulations.
 - 1. In the case of townhouses, apartments, condominiums and other mid- to high-rise developments, the above solar regulations apply on a building by building basis.
 - (iii) A Statement indicating how the structures in the proposed development will protect snow and ice shed from neighboring structures and adjoining properties.
 - (iv) Statements and clauses protecting solar access to the base of a south facing wall of any building shall be included in the protective covenants of any development. At the time of submission and approval of final development plats, protective covenants including the energy statement required by this Section shall be reviewed by the Planning Commission and Board of Trustees to determine compliance with the approved energy statement.

6. Alley and Easement Standards

(a) Alley Standards

- 1. Alleys in residential developments shall be prohibited unless they are necessary to continue an existing pattern. All alleys shall be a minimum of twenty feet (20') wide.
- 2. Alleys shall be provided in commercial and industrial areas, except that this provision may be waived when other provisions are made and approve for service.

(b) Easement Standards

- 1. Plats shall convey easements of sufficient size and width for utility purposes to the Town along all streets, roads, alleys, parking and loading areas.
 - (i) Easements shall follow rear and side lot lines whenever practical and shall have a minimum total width of twenty feet (20') apportioned equally in abutting properties when alleys are not provided.

- (ii) Such easements may be provided by ten foot (10') easements on each of the adjoining lots. Utility easements at different locations may be provided upon recommendation by the affected utility companies and approval of the Planning Commission.
 - (iii) Where front line easements are required, a minimum of fifteen feet (15') shall be allocated as a utility easement. Perimeter easements shall not be less than fifteen feet (15') in width extending throughout the peripheral area of the development.
2. Easements shall be designed so as to provide efficient installation of utilities. Special guying easements may be required at lot corners. Public utility installations shall be so located as to permit multiple installations within the easements. All utilities must be constructed within approved easements (except individual service lines). The developer shall establish final utility grades prior to utility installations.
 3. Right-of-access easements shall be provided in mountainside developments for access to any cut-and-fill slopes outside street rights-of-way.
 4. Where a development is traversed by a water course, drainage way, channel or stream, there shall be provided a storm water easement or drainage right-of-way conforming substantially with the lines of such water courses. Parallel streets or parkways may be required in connection therewith.

(G) Utilities

1. Water Utility Design Standards - All water utility facilities shall be designed and constructed in accordance with the Water System Design Standards of the Town of Grand Lake.
2. Sewer Utility Design Standards - All sewer utility facilities shall be designed and constructed in accordance with the recommendations set forth by Three Lakes Water and Sanitation District.
3. Telephone and Electric Utilities - All telephone and electric utility facilities in new developments or in re-subdivided areas shall be placed underground.
 - (a) The Planning Commission may require the placement of a public phone in the project as a safety precaution for occupants.

(H) Environmental Protection

1. General Environmental Protection
 - (a) Construction will be in conformance with the (Colorado Water Quality Control Act), (C.R.S. Title 25, Article 8, 1973, as amended), (Air Pollution Control Act, 1970), and (C.R.S. Title 25, Article 7, 1973, as amended).
2. Debris and Waste Standards
 - (a) General Provisions

1. No cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish, or other waste materials of any kind shall be buried in any land, or left or deposited on any lot or street at the time of the issuance of a Certificate of Occupancy, and the removal of same shall be required prior to issuance of any Certificate of Occupancy on a development. Nor shall any be left or deposited in any area of the development at the time of expiration of the performance bond or dedication of public improvements, whichever is sooner.
2. No cut trees, timber, debris, earth, rocks, stones, soil, junk, rubbish, or other waste materials of any kind shall be stored on the Town right of ways during or after construction.

3. Soils

- (a) The Planning Commission may require a soils test and report for review if, in their opinion, problem soils exist on the site.

4. Floodplain

- (a) Any land subject to flooding or located in a natural drainage channel shall not be platted for occupancy until adequate provisions to eliminate or control hazards are made and approved by the Board of Trustees. To ensure the applications of the following regulations regarding development in designated flood plains:
 1. Construction of buildings shall not be permitted in a designated floodway with a return frequency more often than a one hundred (100) year storm.
 2. Building construction may occur in that portion of the designated floodway where the return frequency is between a one hundred (100) year and a maximum probable storm, provided all useable floor space is constructed two feet (2') above the designated maximum probable flood level, as indicated by a licensed architect or engineer.
 3. Where floodway velocities are generally determined to be under five feet (5') per second and maximum flood depth will not exceed three feet (3'), such uses as cultivated agriculture, nurseries, parks and recreation facilities and accessory parking may be permitted.
 4. Any use of land is prohibited where flooding would create a public health problem. This includes shallow wells, uncased deep wells, sanitary landfills, septic tank and on-lot sewage disposal systems, water treatment plants, also sewage disposal systems not completely protected from inundation.
 5. Trailer parks, mobile homes and similar uses shall not be permitted in any designated floodway.
 6. Any contemplated flood plain encroachment or channeling shall be thoroughly analyzed and its effect on stream flow determined before it is undertaken. Any construction, dumping, and filling operations in a designated floodway constitute an encroachment.
 7. Any use of land in a designated flood plain shall conform to any special requirements set forth in the Grand Lake Flood Damage section of this Code.

5. Storm Drainage and Flood Plain Standards

- (a) Complete drainage systems for the entire development area shall be designed by

a professional engineer, licensed in the State of Colorado and qualified to perform such work and shall be shown graphically. All existing drainage features which are to be incorporated in the design shall be so identified. If the Final Plat is to be presented in sections, a general drainage plan for the entire area shall be presented with the first section and appropriate development stages for the drainage system for each section shall be indicated.

- (b) The drainage and flood plain systems shall be designed to ensure that surface runoff will not be created as a result of the development and be designed to:
 1. To permit the unimpeded flow of natural water courses.
 2. To ensure adequate drainage of all low points.

6. Drainage Regulations and Standards

- (a) The storm drainage and run-off system is to be designed for sufficient capacity to carry historical flow plus the increased run-off from all areas in its developed state; all drainage construction areas are to be re-landscaped. The Development may not divert historical incoming flows to adjacent properties nor create drainage flows in addition to historical flows to adjacent properties. All buildings will be provided with exterior drainage of run-off water from roofs, decks and snow storage areas in such a way so as not to increase run-off from historic flows onto adjacent properties or live streams.
- (b) The development shall ensure that surface runoff will not be created as a result of the development.
 1. The drainage plan shall utilize Best Management Practices (BMP's) wherever possible to avoid taxation to the Town's storm drainage system as well as neighboring property owners.
 - (i) Items such as bio-retention cells, swales and French drains are strongly encouraged for new developments.
 - (ii) Items such as percolation pits, settling ponds, infiltration galleries, sandtraps, grassed waterways and the ultimate maintenance of these items shall be addressed and resolved prior to final plat approval.
 2. The developer shall show evidence and plans to ensure that the proposed development will not result in degradation of streams. This condition shall apply both to the proposed development activities as well as the ultimate use of the land. No direct discharges to a creek, stream or river are allowed.
 - (i) The drainage plan shall include techniques and measures to prevent erosion on the site as well as into any lakes and streams during construction.
 - (ii) The drainage plan is to avoid point source drains from the development without design of catchment basins or other suitable means to reduce pollution and sedimentation of streams and lakes in the Grand Lake area.
 - (iii) All proposed surface-drainage structures shall be indicated and all appropriate designs, details and dimensions necessary to clearly explain proposed construction materials and elevations shall be included in the drainage plans.

- (iv) The drainage system shall be designed to consider the drainage basin as a whole and shall accommodate not only runoff from the development area but also, where applicable, the system shall be designed to accommodate the runoff from those areas adjacent to and “upstream” from the development itself, as well as its effects on lands downstream. The drainage plan shall result in a theoretical zero increase over historical levels in run-off volumes and velocities as a result of the development.
- 3. Drainage and erosion control structures shall be required to direct and control the flow of all permanent and seasonal water courses. Such structures shall be designed by a registered professional engineer with proficiency in the fields of hydrology hydraulics, and soils engineering. Further, such structures shall be designed to prevent heavy sedimentation within or erosion or overtopping of channels, or damage to the structure. Drainage structures shall be designed in a manner that will not:
 - (i) Relocate the point at which channels cross the boundary line of the development.
 - (ii) Increase the magnitude, depth, or velocity of flow at the point at which channels cross the boundary line of the development.
- (c) Curbs, gutters and sidewalks may be required where the Planning Commission deems them necessary for the proper drainage of storm water or for the protection of public safety and welfare.

7. Steep Slopes

- (a) Developments on slopes greater than twenty percent (20%) but less than forty percent (40%) will be required to have engineering studies prepared to determine the suitability of the geologic and soil structures for development and the types of mitigation measures improvements.
- (b) As a general policy, the Planning Commission will discourage developments on slopes over thirty percent (30%).
- (c) Development on slopes over forty percent (40%) is prohibited.

8. Revegetation and Erosion Control

- (a) Erosion control and revegetation plans are required for all developments. These plans will be designed to retain all soil on the construction site which is generated by the twenty-five (25) year, twenty-four (24) hour storm. All drainage from the site during construction must go through an erosion control device. Erosion can be controlled in a number of ways such as keeping the disturbed area small, quickly reestablishing disturbed areas, keeping storm water velocities low by minimizing disturbed and cut slope lengths and gradients, diversion of clean off-site water around the site or pipe through the site and retention of sediment within disturbed area.

1. All graded and disturbed areas are to be reseeded and/or revegetated with native or drought-resistant plant species. Topsoil shall be saved and protected from erosion during construction and used for revegetation of disturbed areas. Revegetation must be guaranteed by performance agreement to be successful for two (2) growing seasons. Native or drought-resistant plants are to be used wherever possible.
- (b) A landscaping plan shall be submitted which shall indicate the treatment and materials used for all open spaces of the development. At a minimum, the landscape plan shall depict:
 1. The location, type of plant species, height and spacing of existing vegetation to be preserved; and
 2. The location, type of plant species, height and spacing of revegetation of disturbed areas; and
 3. The location, type of plant species, height and spacing of any other proposed plantings; and
 4. The proposed treatment of the perimeter of the development, including materials and techniques used such as screens, fences and walls; and
 5. The location for the placement and storage of trash on the site. All trash storage areas are to be completely screened from public view and readily accessible for pick-up; and
 6. Location of drip irrigation lines and water connection.
- (c) A landscape plan shall be required detailing the landscape design, plant species choices, and permanent maintenance provisions for open space of a minimum of fifteen percent (15%) of the gross land area of the site.
- (d) The developer will be responsible for the replacement of revegetation and landscape plantings for two (2) growing seasons after installation. Drought-resistant plant species are encouraged.

(I) Other Development Improvements

1. Fencing

- (a) Each developer and/or developer shall be required to furnish and install fences wherever the Planning Commission determines that a hazardous condition may exist. The fences shall be constructed according to standards established by the Town Staff and shall be noted as to height and material on the development plan.
- (b) Large linear or multi-family developments (greater than eight (8) lots or units) of over two (2) acres in size shall not be bordered by exterior opaque fences greater than three feet (3') in height.
- (c) Development boundary fences of any kind surrounding more than one building are not encouraged in the Town of Grand Lake.

2. Street Lights

- (a) The Planning Commission may require the placement of street and security lights in the development as a safety precaution.

1. Installation of street and security lights shall be required in accordance with design and specification approved by the Planning Commission.
2. Lighting shall be pedestrian-scaled, down-cast and be 'Dark Sky' compliant.

3. Open Space

- (a) Residential Development - It is preferred that open space in residential developments be as provided by and consistent with the base overlay(s). Should the open space requirement be desired to be reduced, no more than five percent (5%) reduction from the base overlay will be allowed.
- (b) Commercial Developments - Open space in commercial developments shall, at a minimum, be provided by and as consistent with the Zoning Regulations or a minimum of fifteen percent (15%) of the gross commercial land area. This amount of open space may be further negotiated with the Planning Commission for developments located in the Town Core area, as defined by Comprehensive Plan Future Land Use Map.
- (c) Mixed Use Developments - Open space in a mixed use (must include residential in the mix) development shall, at a minimum, be provided and consistent with the Town of Grand Lake Zoning Regulations.
- (d) If the sequence of construction of various portions of the Final Development Plan is to occur in stages, then the open space and/or recreational facilities shall be developed in proportion to the number of dwelling units intended to be developed during any given stage of construction.
- (e) Natural Environmental Characteristics
 1. Streams, lakes, other bodies of water, slopes in excess of twenty percent (20%), and flood plains may be included as open space. This calculation may not exceed 1/3 of the total Open Space required. Land areas containing identified geologic hazards may not be included in the open space requirement.
 2. Any amount of common or public open space may be left in its natural state except where landscaping plans are required as long as the recreational needs of the residents of the development and the general public are being met in the opinion of the Planning Commission.
 3. The development shall be designed in a manner such that wherever possible it protects the environmental assets of the area including considerations of elements such as plant and wildlife, streams and lakes, scenic vistas, and other natural features.
- (f) Land Dedication – At the time of submission of the preliminary plan, the developer shall submit proposal for the dedication of land for public parks and school sites. Said proposal shall outline:
 1. Seven percent (7%) of the gross land area which shall be dedicated to the Town of Grand Lake for schools, parks, police and fire stations, or other public uses. This shall include the total size of the area to be dedicated.

2. In the case of a multi-family development on land previously annexed to the Town and subdivided for multi-family use where land was dedicated or payment of fees in-lieu of dedicated lands (proof of dedication or payment must be provided) was made to the Town, whether or not such dedication was required at the time of previous development, no additional dedications or payment of fees need to be made unless the density has increased through rezoning. In areas previously subdivided for multi-family use in Grand County where dedications or fees in lieu were paid for schools, a fee of three and one-half percent (3.5%) or equivalent dedicated land will be made to the Town for public purposes. If the density has been increased through rezonings, then the difference needs to be dedicated or paid as the case may be.
 - (i) If such circumstance is desirable to the developer, the developer shall provide a written request to the Town Board of Trustees for negotiation. A request for payment of cash does not guarantee 7% land will not be required.
 3. At the discretion of the Board of Trustees the developer may provide a combination of (1) and (2) above to satisfy the (Public) Open Space site requirement.
 4. Seven percent (7%) of the gross land area will not apply to developments that do not increase the density of the development.
 5. At the option of the Board of Trustees, the developer may, in lieu of such conveyance of land, pay to the Town of Grand Lake in cash or terms acceptable to the Board of Trustees, an amount equal to seven percent (7%) of the fair market value of the land as determined by an accepted appraisal on the date of the approval of the development, or determined by negotiation between the developer and the Board of Trustees. If the Town of Grand Lake and the developer fail to agree on the fair market value of the land, the fair market value shall be fixed and established by a qualified appraiser selected by the Town and the Developer.
- (g) Administration and Maintenance - The following provisions shall govern the administration of the common improvements and open space in all developments approved pursuant to these Regulations:
1. A development shall be approved subject to the submission of legal instruments setting forth a plan or manner of permanent care and maintenance of all common improvements, open space, and other facilities provided by the Final Plat or Plan. No such instrument shall be accepted until approved by the Town Attorney as to legal form and effect, and the Planning Commission as to suitability for the proposed use of the common facilities open space and subject recreation facilities.
 2. The common open space and other facilities provided may be conveyed to a public agency or private association. If the common improvements, open space or recreational facilities are conveyed to a private association, the developer shall file as a part of the aforementioned instruments, a declaration of covenants and restrictions that will govern the association. Developers unfamiliar with these legal instruments should consult an attorney familiar with them.

(h) Open space areas required by the Grand Lake Zoning Ordinance shall be established by dedication, reservation or conveyance. No such dedication, reservation or conveyance of open space shall be to the public or the Town of Grand Lake without specific written acceptance of such open space from the Board of Trustees of the Town of Grand Lake. If any dedication, reservation or conveyance is for the use of owners of units within the apartment house, condominium or townhouse area, then applicant shall provide for the creation of an owner's association with binding and perpetual powers of assessment for maintenance, improvements and upkeep of such areas. Articles of Incorporation, by-laws and other necessary documentation establishing the homeowner's association are to be submitted to the Planning Commission by the time it reviews the application. The owners of an apartment house shall be responsible for the upkeep in the apartment house area.

4. Signs

All signs are to conform to the Sign Code with the following exception.

(J) Elevations - Building elevation drawing shows the exterior views of the building, for each building face. Building elevation drawings show height relationships and exterior finish information. A building elevation drawing is required for each building face. Minimum information requirements for building elevations include, but are not limited to, the following: Title and scale; Height dimensions; Exterior finishes and materials; Roof slope/pitch; Window types; Roof venting; Exterior building components (walls, roof, doors, windows, etc.), and Attachment/relationship of existing buildings (where applicable).

(K) Signature Certificates

1. NOTICE

PUBLIC NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED DEVELOPMENT BY THE TOWN OF GRAND LAKE DOES NOT CONSTITUTE AN ACCEPTANCE OF THE ROADS AND RIGHTS-OF-WAY REFLECTED HEREON FOR MAINTENANCE BY SAID TOWN. Until such roads and rights-of-way meet town road specifications and are specifically accepted by this town by recording with the clerk of this town an official "acceptance", THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO Or AFFECTING SAID ROADS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF the OWNERS OF THE LAND EMBRACED WITHIN THIS DEVELOPMENT. TOWN "ACCEPTANCE" OF THE ROADS AND RIGHTS-OF-WAY OF THIS PLATTED DEVELOPMENT SHALL NOT BE GIVEN UNLESS ALL UTILITIES PROPOSED TO BE INSTALLED IN SUCH ROADS HAVE BEEN CONSTRUCTED AND THE ROADS AND RIGHTS-OF-WAY COMPLETED THEREAFTER TO TOWN STANDARDS.

NOTICE IS FURTHER GIVEN THAT NO MORE THAN TEN PERCENT (10%) OF THE BUILDING PERMITS WILL BE ISSUED BY OFFICIALS OF THIS TOWN FOR IMPROVEMENTS OF ANY NATURE ON ANY PROPERTY REFLECTED ON THIS PLATTED DEVELOPMENT UNTIL SUCH TIME AS THE "ACCEPTANCE" AS HEREINABOVE-DESCRIBED HAS BEEN FILED FOR RECORD WITH THE CLERK OF THIS TOWN.

2. DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ (Owner(s) and Lien Holder's Name) _____ is/are the owner and lien holder of that real property situated in the Town of Grand Lake, Colorado, described as follows:

(LEGAL DESCRIPTION)

That the owner(s) and lien holder(s) have caused said real property to be laid out and surveyed as (Development Name) _____, and does hereby dedicate and set apart all of the streets, alleys, and other public ways and places as shown on the accompanying plat to the use of the public forever, and does hereby dedicate those portions of said real property which are indicated as easements on the accompanying plat as easements.

Also that (Lien Holders Name) _____, who is the lien holder of the property, does not guarantee the accuracy of representations of existing fact set forth hereon.

IN WITNESS WHEREOF _____ (Owner's and Lien Holder's Name) _____ has caused its/his/her name(s) to be hereunto subscribed this _____ day of _____, A.D., 20__.

ATTEST:

(Owner's Name) _____

(Lien Holder's Name) _____

STATE OF COLORADO)

) SS

COUNTY OF GRAND

The foregoing instrument was acknowledged before me this _____ day of _____, A.D., 20__ by _____ (Owner's and Lien Holder's Name) _____.

Witness my hand and official seal.

My Commission Expires: (date) _____

(SEAL) _____ (Notary's Name) _____

NOTARY PUBLIC

3. SURVEYOR'S CERTIFICATE

I, _____ (Surveyor's Name) _____, a duly registered Land Surveyor in the State of Colorado, do hereby certify that this plat of _____ (Development Name) _____ truly and correctly represents the results of a survey made by me or under my supervision, and that said plat complies with the requirements of Title 38, Article 50 and 51, Colorado Revised Statutes, 1973, and that the monuments required by said Statutes and by the Town of Grand Lake Development Regulations have been placed on the ground.

_____ (Surveyor's Name) _____
 (Surveyor's stamp and registration number shall appear with this Certificate)

4. PLANNING COMMISSION CERTIFICATE

APPROVED THIS _____ (Date) _____ day of _____ (Month) _____ A.D., 20 _____ (Year),
 Town Planning Commission, Grand Lake, Colorado

_____ (Chairman's Name) _____
 Chairman

5. TOWN BOARD OF TRUSTEES CERTIFICATE

APPROVED THIS _____ (Date) _____ day of _____ (Month) _____ A.D., 20 _____ (Year), by the Board of Trustees, Grand Lake, Colorado. This Approval does not guarantee that the size or soil or flooding conditions of any Lot shown hereon are such that a building permit shall be issued. This approval is with the understanding that all expenses involving necessary improvements for all utility services, street improvements, paving, grading, landscaping, curbs, gutters, street lights, street signs, and sidewalks shall be financed by others and not the Town of Grand Lake. Also, that the Town of Grand Lake does not assume any responsibility for the correctness or accuracy of any information disclosed on this plat nor any representations or information presented to the Town which induced the Town to give this certificate.

ATTEST

 (Name of Town Clerk) _____ (Name of Mayor) _____
 Town Clerk Mayor

6. CLERK’S CERTIFICATE

STATE OF COLORADO)
TOWN OF GRAND LAKE)

I hereby certify that this Instrument was filed in my Office at (Hour) o’clock (P/A) .M.
, (Month) .
 (Date) , 20 (Year) , A.D., and is duly recorded

(Name of Town Clerk)
Town Clerk

7. OWNER’S STATEMENT

An owner’s statement in the form that follows:

I, _____, owner of the above-described property do hereby plat this parcel, and it will be known as _____.

This plat represents a true and accurate division of this property and that this plat is for the purposes as set forth in the declaration dated _____ and recorded in book _____ at page _____ in Grand County, Colorado records.

Owner’s Signature

STATE OF COLORADO)
COUNTY OF GRAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

Witness my hand and official seal.

My commission expires:

(SEAL)

Notary Public

(L) Declarations and Covenants

1. When any division of property creates a condominium or townhouse that is an individual airspace together with an interest in common elements, a Condominium/Townhome/HOA Declaration shall be executed by the fee title owners and lien holders which shall include as a minimum the following:

- (a) The legal description of the real property submitted to condominium or townhouse ownership.
- (b) Defining the general and limited common elements and rights of owners thereto.

In time share or interval ownership projects, maintenance and improvement periods shall be interspersed between the time interval shares and outlined herein.

- (c) Provide for the condominium and as-built plats.
- (d) Provide for the legal description of the individual units.
- (e) Non-terminable assessments for costs of maintenance, improvement and upkeep of common areas.
- (f) Provide for written permission from the Board of Trustees of Grand Lake prior to dissolution of any homeowner's association.

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The owner/developer may agree with the provisions thereof, in which case the same shall be submitted to the Board of Trustees as a joint finding and recommendation. However, if the owner/developer disagrees with all or any part of the staffs' report, the owner/developer may, at his sole expense, submit a written report detailing the owner/developer's finding with regard to the criteria set forth in this Subsection (1), and shall submit the same to the Board of Trustees. The Board of Trustees shall consider such reports at a public hearing and shall ultimately decide whether an exaction or dedication is required, and if so, the extent or amount of such exaction or dedication. The decision of the Board of Trustees shall be final, subject to the owner/developer's right to appeal to the Grand County District Court pursuant to Rule (Colorado Rules of Civil Procedure, Rule 106).

- (D) Criteria for Determination. In deciding whether to impose an affordable housing dedication or exaction requirement, the Board of Trustees shall consider those questions and criteria identified in 12-10-2(A), and shall be guided by the overriding principle that an exaction or dedication requirement is unfair, disproportionate and unconstitutional if it imposes a burden on an owner/developer which in equity in fairness should be borne by the public in general or by another specific owner/developer. However, any exaction or dedication requirement will be in compliance with all existing constitutional tests if the failure of the owner/developer to provide the dedication or exaction would fail to remedy a public problem created or exacerbated by the owner/developer's proposed project to such an extent that the Board of Trustees would be justified in denying approval for the project altogether.
- (E) Compliance with Ordinance a Condition Precedent to Rezoning or Plat Approval. No rezoning or subdivision approval shall be final unless and until the owner/developer has selected one of the procedures outlined above and the report required has been provided to the Board of Trustees. No rezoning or subdivision approval shall be deemed final unless and until the Board of Trustees has made a determination as to whether or not an affordable housing dedication or exaction requirement shall be imposed, and if so, the extent or amount thereof. Any person, individual, or entity that commences development of a property, or attempts to obtain a permit to develop property, prior or the determination required in this ordinance shall, upon conviction, be subject to a fine not to exceed \$300.00. Each day such violation is committed or permitted to continue shall constitute a separate offense. In addition to said remedy, the Town may seek and obtain either a stop work order or an injunction against the continuation or completion of any construction or pre-construction activity on a project or improvement until the determinations required herein have been made.

12-10-3 Inclusionary Zoning

(A) Purpose:

1. The purpose of this Section is to mitigate the impact of market rate housing construction on the limited supply of available land suitable for housing, and to increase the supply of housing that is attainable to a broad range of persons who work in the Town. In recent years, the cost of housing has increased at a rate much faster

than the increases in household earnings. This Section will prevent the Town of Grand Lake's land use regulations applicable to residential development from having the effect of excluding housing that meets the needs of all economic groups within Grand Lake.

2. This Section requires new residential development to provide at least 10% of the housing that it produces to be attainable to lower and moderate income households as further defined in the Local Employee Residency Requirements and Guidelines. Local Employee Residences shall be obtainable by persons having lower and median incomes, paying not more than 33% of their household income for mortgage principal and interest payments, insurance, and property taxes including Homeowners' Association assessments. Local Employee Residences should be disbursed throughout the community and, when possible, integrated into the existing community fabric.
 3. The Town of Grand Lake recognizes that attainable housing is a valuable community resource that needs to remain available not only for current residents and employees, but also for those who may come to the area in the future. For this reason, deed restrictions or other methods that assure that prices remain attainable over time are necessary.
- (B) Definitions: The terms, phrases, words and clauses used in this Section shall have the meanings assigned below. Any terms, phrases, words, and clauses not defined herein shall have the meaning as defined in other parts of the Grand Lake Municipal Code.
1. Area Median Income: Median family income estimates and program income limits compiled and released annually by the U.S. Department of Housing and Urban Development. Such figures shall be utilized by the Town in the establishment of initial maximum sales price for Local Employee Residences.
 2. Development: The division of a parcel of land into five (5) or more dwellings; the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any structure; any excavation, or other land disturbance; or any use or extension of use that alters the character of the property.
 3. Local Employee Residence: A residential lot or separate dwelling unit that is deed restricted in accordance with the Town of Grand Lake's Local Employee Residency Requirements and Guidelines, and in accordance with a deed restriction approved by the Board of Trustees or its designee.
 4. Local Employee Residency Requirements and Guidelines: The requirements and guidelines adopted by Resolution of the Board of Trustees may include, but shall not be limited to, standards concerning the procedure for qualifying to own or rent Local Employee Residences; the requirements (e.g., employment) for qualifying to own or rent Local Employee Residences; forms of approved deed restrictions; limitations on appreciation of sale prices of Local Resident Housing; procedures for sale of Local Employee Residences; priorities for persons bidding to purchase Local Employee Residences; occupancy requirements; size, rental, and sales price limitations; maximum sales and rental rate increases; standards for the number of residents per dwelling unit; quality of construction requirements for new Local Employee Residences; and possible incentives for the construction of Local Employee Residences. The Local Employee Residency Requirements and Guidelines, and any

subsequent amendments thereto, shall be adopted following a duly noticed public hearing at which such guidelines are considered.

- (a) Changes to the “Initial Sales Price Range” and the “Targeted Households by Income Category” will be updated yearly by Town Staff based upon the appropriate data for the area as determined by the United States Department of Housing and Urban Development. The updates for these two items will not necessitate holding a public hearing or adoption of a Resolution.

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

(D) Exemptions: The following development is exempt from the requirements of this Section:

1. Development of Local Employee Residences.
2. Proposed residential development of less than five (5) dwellings to be located on one or more contiguous parcels of land held under the same or substantially the same ownership.
3. Development which is exempt by virtue of a vested property right pursuant to a site specific development plan as defined and established in accordance with (C.R.S. 24-68-103, 1973) prior to the effective date of this Section, or which is otherwise specifically exempt pursuant to a Grand Lake Municipal Code.

(E) Residential Development Requirements

1. Number of Local Employee Residences Required. All new residential subdivisions, a re-subdivision (which contains residential units) of an existing subdivision, new planned developments containing residential units, and mixed use residential developments approved after the effective date of this Section, containing five (5) or more residential units, shall set aside at least 10% of those units as Local Employee Residences as defined in this Section and the Town’s Local Employee Residency Requirements and Guidelines. In addition, the developer of such project shall construct Local Employee Residences in accordance with the Local Employee Residency Requirements and Guidelines. For those developments of five (5) or more residential units whose calculation results in a fraction of a unit, the Local Employee Residence requirement shall be rounded to the nearest integer. In all cases one-half or .5 shall be rounded to the nearest upper integer. In cases where the result of the calculation is rounded down to an integer, that portion of the calculation which is rounded down shall be due as a cash payment for attainable housing per requirements as set forth in CHAPTER 12:ARTICLE 10: AFFORDABLE HOUSING REQUIREMENTS.
2. Determination of Mix Units. The mix of Local Employee Residences available for purchase shall average a price attainable to households earning 90% of the Maximum Income Limits as set forth in the Town’s Local Employee Residency Requirements and Guidelines. The attainable price shall be calculated based on mortgage principal, interest, taxes, Homeowner’s Association assessments, and insurance, not to exceed 33% of gross household income. The calculation shall assume a 95% loan to value

ratio, and a 30-year mortgage at prevailing interest rates. The average price may be achieved by providing units attainable to households not greater than 110% of the Maximum Income Limits as set forth in the (Town's Local Employee Residency Requirements and Guidelines).

3. Location and Character of Local Employee Residences. Local Employee Residences shall be distributed throughout the proposed development, to the extent possible. Off-site housing may be allowed only when a unique situation is present and the Board of Trustees determines that permitting off-site housing would be in the best interest of the Town. If off-site housing is allowed, the off-site housing must be located entirely within the Town limits of the Town of Grand Lake and is subject to the Local Employee Residency Program Requirements and Guidelines. The proposed character and density of Local Resident Housing units shall be compatible with the surrounding land uses and neighborhood character, and suitable for the proposed site. Development and construction of Local Resident Housing units shall comply with all other requirements of the Grand Lake Municipal Codes.
4. Schedule for Construction of Local Employee Residences. A developer shall construct the required Local Employee Residences prior to, or concurrently and proportionally with, the production of market rate housing or the sale of market rate lots. Prior to receiving development approval, the developer shall provide the Town with a proposed construction schedule for approval by the Town that clearly delineates the start and completion dates of the production of market rate units and/or the sale of market rate lots and the construction of Local Employee Residences in accordance with the (Town's Local Employee Residency Requirements and Guidelines).
5. Deed Restrictions. All Local Employee Residences required by this Section shall be deed restricted, in accordance with the requirements of the Local Employee Residency Requirements and Guidelines, and as approved by the Town Attorney, as to rental or ownership and occupancy by persons and as to the resale price of the unit. The deed restriction shall be provided to the developer for review at the time of approval of the developer's Local Employee Residency Plan. Prior to the issuance of any building permit within the development, the Town shall have an approved, executed and recorded deed restriction for all Local Employee Residence lots or units in the project or phase of the project, if applicable. Such deed restrictions shall not be subject to any recorded liens or encumbrances.

(F) Local Employee Residency Plan

1. All applications for approval of a new subdivision, a re-subdivision of an existing subdivision, new planned developments, mixed-use developments, and annexations containing five (5) or more residential units, shall be accompanied by a Local Employee Residency Plan, unless otherwise determined by the Town Planner. Such plan shall contain sufficient information to allow the Town to determine the Plan's compliance with this Section and the Town's Local Employee Residency Requirements and Guidelines. The local Employee Residency Plan shall include, but shall not be limited to, the information specifically required by the (Town's Local Employee Residency Requirements and Guidelines).
2. Upon receipt of a complete proposed Local Employee Residency Plan, the Town Planner shall evaluate the plan for compliance with this Section and the (Town's Local

Employee Residency Requirements and Guidelines). The Town Planner may make a recommendation of approval, recommendation of approval with appropriate conditions, or a recommendation of denial. Following receipt of the Town Planner's recommendation, and as a part of the Town's procedures for review and final approval of any application for an annexation, planned development, mixed use development, or subdivision containing five (5) or more residential units, the Town Board or administrative staff member vested with authority to approve any such development may approve the Plan, approve the Plan with appropriate conditions consistent with the Town's Local Employee Residency Requirements and Guidelines, or deny approval of such Plan. **No application for annexation, planned development, mixed use development, or subdivision containing five (5) or more residential units, shall be granted unless the Local Employee Residency Plan is approved or approved subject to conditions by the Town.**

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EXHIBIT 'A'



**TOWN OF GRAND LAKE
LOCAL EMPLOYEE RESIDENCE PROGRAM
MANUAL**

July 2008
Resolution 5-2008

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Town of Grand Lake Local Employee Residency Program (LERP) General Information

The purpose of this program is to create and maintain a suitable, year round attainable housing stock for people who work in Grand Lake. The Town of Grand Lake has committed to increase the supply of housing units to those who live and/or work in the Town or Grand Lake and Grand County. In recent years, the cost of housing has increased at a rate much faster than the increases in the earnings of low to moderate-income households. This, in turn, has affected the ability of the community to retain and attract employees.

The Town of Grand Lake Local Employee Residency Program requires new residential development of five (5) or more units to provide at least 10% of the housing that it produces as attainable to households defined herein. The program also seeks to distribute community housing throughout new developments and that these units will be produced in proportion to market rate housing that is constructed in any new development.

The Town of Grand Lake also recognizes that attainable housing is a valuable community resource that needs to remain available for not only current residents and employees, but also for those who may come to the area in the future. For this reason, units that are constructed or provided through this program will be held as permanently attainable. This will require deed restrictions to assure that prices remain attainable over time.

Basic requirements and obligations for ownership of a Local Employee Residence are, as follows. *Please consult the Local Employee Residence Program Requirements and Guidelines for more detailed qualification components.*

1. You must be currently employed or have a bona fide offer of employment within the Town of Grand Lake or Grand County to purchase a unit. You will be required to present proof of employment. Employment includes both retired and disabled persons. Priority is based on a three-tier system:
 - a. Tier I Qualifiers will be those persons who own, are full-time employed, or have retired from employment with, a business within the Town of Grand Lake municipal limits.
 - b. Tier II Qualifiers will be those persons who own, are full-time employed, or have retired from employment with, a business within 10 (ten) miles of the Town of Grand Lake municipal limits.
 - c. Tier III Qualifiers will be all other full-time employees, or have retired from employment with, a business within Grand County.
2. You may not own improved property elsewhere and you must occupy the Local Employee Residence property as your sole, exclusive, and permanent place of residence during the entire time you own.
3. The property may not be used for rental income unless:
 - a. You continue to reside in the residence and choose to bring in roommates;
 - b. You're moving and you have the property up for sale;
 - c. You have been approved for a temporary leave of absence; or
 - d. You have constructed an Accessory Dwelling Unit pursuant to the Town of Grand Lake Land Use Code, and provided you continue to reside in the main residence.
4. The units will be subject to an appreciation cap and specific resale procedures, both intended to make the initial price as low as possible and keep it that way well into the future.
5. You must be pre-qualified with a mortgage lender, and provide the Town of Grand Lake with a letter from the lender to that effect.

If you are interested in participating in the Town of Grand Lake's Local Employee Residence Program, please contact the Town of Grand Lake at 970.627.3435. Staff is available to assist you with this program.

Town of Grand Lake Local Employee Residency Program (LERP) Roles and Responsibilities

For the Local Employee Residence Program to be properly administered and managed, the following roles and responsibilities have been identified for each of the respective parties involved in the program.

Planning Commission

ROLE:

It is the role of the Town of Grand Lake's Planning Commission to act as the negotiator and facilitator for proposed developments that incorporate the Inclusionary Zoning (IZ) requirements.

RESPONSIBILITIES:

The Planning Commission is responsible to:

- Ensure the proposed development includes Inclusionary Zoning and a Local Employee Residency Plan
- Determine the number of IZ units to be built in the development
- Determine the size and type of IZ units to be built
- Determine the location of the IZ units in the development
- Determine the start and completion time frame for building each IZ unit
- Provide recommendations to the Board of Trustees for the IZ requirements

Board of Trustees

ROLE:

The Town Board of Trustees role is to be the responsible authority in charge of reviewing and granting approval of the subdivision plats that need to incorporate the Inclusionary Zoning requirements.

RESPONSIBILITIES:

It is the responsibility of the Town Board of Trustees to:

- Review plats
- Grant modifications or adjustments to the plat
- Evaluate and decide if off-site locations or other substitutions are appropriate
- Grant or deny leave of absences over three (3) months in duration
- Hear and approve all requests for capital improvement projects to a LERP home
- Review and either approve or deny the Local Employee Residency Plan for a development either prior to or concurrent with the application process for the development
- Approve or deny a request from a developer for a special review for variance from LERP guidelines

- Review and revise the Inclusionary Zoning Code as necessary
- Monitor the Program for achievement of goals

Program Administrator

ROLE:

The Program Administrator will be the central informational gathering and processing point for the LERP.

RESPONSIBILITIES:

The Program Administrator will be responsible for:

- Administering the LERP
- Issuing the certification of eligibility with a priority number to a qualified buyer
- Ensuring that authorized capital improvements (CI) are completed
- Updating all financial requirements and values based on yearly and CI adjustments
- Setting and adjusting the maximum sale price of the home per LERP guidelines
- Maintaining a list of qualified purchasers
- Maintaining a list of current and proposed LERP units
- Contacting applicable agencies and organizations when necessary
- Receiving and reviewing a request from a developer for a special review for variance from LERP guidelines
- Overseeing compliance with any rental of a LERP unit
- Advertising a LERP unit, if necessary
- Reviewing the necessary legal documents for a LERP unit sale

Prospective and Qualified Purchasers

RESPONSIBILITIES:

It is the prospective Purchaser's responsibility to:

- Submit all forms necessary in a timely manner
- Make sure that all forms are correct and complete
- Obtain a certification of eligibility from the LERP Program Administrator
- Enter into a contract with the developer for the purchase of a LERP unit
- Maintain up to date contact information and forms with the LERP Administrator
- Notify the LERP Administrator of any change in employment status
- Notify the LERP Administrator of any rental of the LERP unit
- Notify the LERP Administrator of a request to sell the LERP unit and any information about a proposed sale of the unit

Town of Grand Lake
Local Employee Residency Program (LERP)
Requirements and Guidelines
(updated 04-26-11)

1. Program Purpose

- a. The purpose of the Local Employee Residency Program for the Town of Grand Lake is to increase the supply of housing that is attainable to those who work in the Town. However, this program does not exclude those who work at other places throughout Grand County. In recent years, the cost of housing has increased at a rate that is faster than the increases in the earnings of low to moderate income households. This, in turn has affected the ability of the community to attract and retain employees.
- b. The Town of Grand Lake Local Employee Residency Program requires new residential developments of five (5) or more dwellings to provide at least 10% of the housing that it produces as attainable to households defined herein. The program also seeks to distribute community housing throughout new developments (no clustering of dwellings) and these units will be produced in proportion to market rate housing that is constructed in any new development.
- c. Lastly, the Town of Grand Lake recognizes that attainable housing is a valuable community resource that needs to remain available for not only current employees, but also those who may come to the area in the future. For this reason, units that are constructed or provided through this program will be held as permanently attainable. This will require deed restrictions or other methods that assure that prices remain attainable over time.

2. Definitions: The terms, phrases, words and clauses in the Local Employee Residency Requirements and Guidelines shall have the meaning assigned below. Any terms, phrases, words or clauses not defined herein shall have the meanings as defined in the Town of Grand Lake Municipal Code.

- a. **Area Median Income:** The Grand County estimates of median family income estimates and program income limits compiled and released annually by the U.S. Department of Housing and Urban Development. These figures are utilized in these guidelines and requirements to assist in the establishment of initial maximum sales prices for Local Employee Residences.
- b. **Bedroom:** A room designed to be used for sleeping purposes that may contain closets, may have access to a bathroom, and which meets applicable code requirements for light, ventilation, sanitation and egress.
- c. **Capital Improvements:** Unless otherwise defined in the Deed Restriction covering the Local Employee Residences, any fixture erected as a permanent improvement to real property excluding repair, replacement and maintenance costs.

- d. **Dependent:** A minor child (21 years or younger) or other relative of the owner of a Local Employee Residence, which child or relative is taken and listed as a dependent for federal income tax purposes by such owner or his or her present or former spouse.
 - e. **Development:** The division of a parcel of land into five (5) or more dwellings; the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any structure; any excavation, landfill or land disturbance; or any use or extension of use that alters the character of the property.
 - f. **Development Plan:** The entire plan to construct or place one or more dwelling units on a particular parcel or contiguous parcels of land within the Town including, without limitation, a planned unit development, development permit review or subdivision approval.
 - g. **Full-Time Employee:** A person who is employed on the basis of a minimum of 1500 hours worked per calendar year, which averages 35 hours a week, 10 months a year; or 32 hours a week, 11 months of the year; and/or resides in a Local Employee Residence a minimum of nine (9) months out of any twelve (12) months.
 - h. **Household:** All individuals who are occupying the unit regardless of legal status.
 - i. **Joint Tenancy:** Ownership of realty by two (2) or more persons, each having an undivided interest with the right of survivorship. Typically used by related persons.
 - j. **Local Employee Residence:** A separate dwelling unit that is deed restricted in accordance with a deed restriction approved by the Town of Grand Lake Board of Trustees or its delegate, substantially similar to Appendix A, attached hereto and incorporated herein by this reference.
 - k. **Lottery:** A drawing that is held to select a winner from applicants of equal priority seeking to purchase a Local Employee Residence.
 - l. **Maximum Resale Price:** Unless otherwise defined in the Deed Restriction covering the residence, the owner's purchase price multiplied by the allowable appreciation plus the present value of eligible capital improvement costs including labor, if professionally provided, and for which verification of the expenditure is provided.
3. **Development of Local Employee Residences:** An applicant for any annexation, new residential subdivisions, re-subdivisions (which contains residential units) of an existing subdivision, new planned developments containing residential units, and mixed use residential developments within the limits of the Town of Grand Lake is subject to the Inclusionary Residential Requirements for Local Employee Residency. Specifically requiring a minimum of 10% of the total of all new dwelling units of developments of five (5) or more units be constructed and deed restricted for Local Resident Housing with project percentage rounding to the nearest integer. In all cases one-half or .5 shall be rounded to the nearest upper integer. In cases where the result of the calculation is rounded down to an integer, that portion of the calculation which is rounded down shall be due as a cash payment for attainable housing per requirements as set forth in Grand Lake Municipal Code 12-10-3.
- a. **Minimum Square Footage:** Assurance of a minimum square footage is a function of these Guidelines and Requirements. Local Employee Residences will be as livable with regard to habitable space as any market-rate dwelling unit, based upon the

following table of minimum square footage and in accordance with all applicable zoning requirements.

MINIMUM SQUARE FOOTAGES

Unit Type	Min. Sq. Feet
Studio	500
1-Bedroom	750
2-Bedroom	1000
3-Bedroom	1,200
4-Bedroom	1,400

- b. **Unit Quality:** Local Employee Residences are assets that the Town of Grand Lake intends to have available for years to come. Because of this, the quality of the housing is very important. All units will meet local building codes and be built to a standard that will enhance durability over time. If market rate units, either built new or rehabilitated, include features such a dishwashers, disposals, air conditioning and energy efficient windows, it is expected that Local Employee Residences will contain similar features. Conversions of existing units into Local Employee Residences must contain similar features and amenities as the proposed market rate units.
- c. **Preference for Local Employee Residence Location:** It is the clear preference of the Local Employee Residency Program to include Local Employee Residences within the proposed development (on-site housing). These units are to be distributed throughout the proposed development, to the extent possible (no clustering). Off-site housing will be considered only in unique cases and when the Town Board of Trustees determines that it would be in the best interest of the Town. The type of Local Employee Residences shall reflect the type and mix the of market rate dwellings.
- d. **Local Employee Residence Schedule:** Developers are required to construct Local Employee Residences prior to, or concurrently and proportionally with, the production of market rate housing or the sale of market rate lots, as the case may be. Prior to receiving a development approval, the developer must provide the Program Administrator with a proposed production schedule that clearly delineates the expected start and completion dates of the market rate units and/or lots and the Local Employee Residences.
- e. **Local Employee Residency Plan:** In order to receive approval of an applicable land-use project, the Town Board of Trustees must review and approve the developer's Local Employee Residency Plan. This Local Employee Residency Plan will be considered prior to or concurrent with the application for the free market portion of the project.
1. **Written Requirements:** The Local Employee Residency Plan must include, at a minimum, the following written components:
 - A. Total number of proposed attached and detached residential units by bedroom configuration including:

- (1) Average expected size of finished square footage, excluding garages and unfinished basements, of the proposed Local Employee Residences and average expected size of finished square footage of market rate housing units, excluding unfinished basements and garages; and
 - (2) Average lot size of the proposed market-rate housing units, if applicable; and
- B. Total number of proposed attached and detached Local Employee Residential Housing units by bedroom configuration including:
- (1) Average expected size of finished square footage, excluding garages and unfinished basements, of the proposed Local Employee Residences and average expected size of finished square footage of market rate housing units, excluding unfinished basements and garages; and
 - (2) Average lot size of the proposed Local Employee Residential Housing units, if applicable; and
 - (3) Anticipated initial sales price for each unit
- C. Off-Site development proposal, if applicable. If off-site units are proposed, the applicant must include:
- (1) If off-site existing housing is requested, the minimum documentation and requirements for the off-site housing must be presented to the Planning Commission at the Preliminary Plat stage:
 - i. The legal description of the proposed off-site unit(s).
 - ii. The type, size (square footage of finished, heated living space), construction, age, condition, and bedroom and bathroom count of the off-site unit.
 - iii. A report from a qualified building inspector stating any problems or deficiencies with the proposed unit.
 - iv. The title for the proposed off-site unit must be clear of any liens or encumbrances.
 - v. The proposed date the unit will be available for purchase by a LERP qualified buyer.
 - vi. A committee from the Planning Commission must be allowed to inspect the proposed unit to determine if it satisfies the requirements.
 - vii.
 - (2) If off-site new construction housing is requested, the following documentation and requirements for the off-site housing must be presented to the Planning Commission at the Preliminary Plat stage:
 - i. The legal description of the proposed off-site unit.

- ii. The type, size (square footage of finished, heated living space), building plans, and bedroom and bathroom count of the off-site unit.
- iii. The title for the proposed off-site unit must be clear of any liens or encumbrances.
- iv. The proposed date the unit will be available for purchase by a LERP qualified buyer.
- v. Estimated construction schedule including actual start of construction and estimated completion of the Local Employee Residences in accordance with any proposed phases of the development proposal.
- vi. Concept for marketing to households that may be eligible for the Local Employee Residential units.
- vii. The average cost of the total initial sales prices of the Local Employee Residences computation that clearly delineates how the average cost of the Local Employee Residences was derived to meet the requirement that the average sales price of all Local Employee Residences is attainable to households earning 90% of the Maximum Income Limits as reflected in these Guidelines and Requirements.

2. **Drawing Requirements:** The Local Employee Residency Plan must include the following written components:

- A. Graphic documentation of the location and size of the Local Employee Residences in relation to market-rate housing units.
- f. **Deed Restrictions:** All Local Employee Residences are required to have a deed restriction as described in Municipal Code 12-10-3(E)(5). Such deed restriction shall not be subject to any recorded liens or encumbrances.
- g. **Subdivision Improvement Agreement.** An approved Local Employee Residency Plan will become part of the Subdivision Improvement Agreement, a condition of approval of a Development Permit or a Special Use Permit, or Annexation Agreement executed by the Town of Grand Lake for any approved project. Any amendment to the approved Local Employee Residency Plan will require the approval of the Program Administrator who may require review and approval by the Town Board of Trustees.
- h. **Development Incentives:** To offset costs incurred in the development process, the Town of Grand Lake may waive the Affordable Housing Fee, as set by Municipal Code, applicable to the Local Employee Residence Unit as well as may pay the Town of Grand Lake Water Tap Fee.
 - 1. If the Local Employee Residence Unit ever defaults into a market rate unit, then the above listed fees will be reinstated.

4. Sale, Resale, and Improvements

- a. **Deed Restriction:** In order to assure that there is an on-going supply of housing that is attainable in the Town of Grand Lake, all Local Employee Residences will carry a

deed restriction including a resale restriction that guides the future sales of these homes, substantially similar to Appendix A, attached hereto. The purchaser(s) of a Local Employee Residence must sign a document acknowledging the purchaser's agreement to be bound by the recorded deed restriction. This document must be executed concurrently with the closing of the sale and will be recorded, along with the deed restriction.

1. Generally, the deed restriction will describe the procedures for listing a home for-sale. It will include an appreciation cap that allows a home to increase in value by three percent (3%) for the first two (2) years of ownership, and thereafter by the lesser of the Denver-Boulder-Greeley CPI or 1½% annually, plus permitted capital improvements. A monthly prorating can be applied for fractions of a year. The appreciation is calculated on the previous sales price of the home (simple interest) plus permitted capital improvements. The deed restriction also restricts the occupancy and rental of local employee residences.
- b. **Sales Prices:** The following table sets forth the maximum sales price for each newly deed-restricted Local Employee Residence available to the initial purchaser.

INITIAL SALES PRICE RANGE

12/2021	Category 1 80%	Category 2 110%
Studio	\$171,278	\$280,460
1-Bedroom	\$192,112	\$309,107
2-Bedroom	\$254,615	\$395,049
3-Bedroom	\$312,635	\$474,826
4-Bedroom	\$362,892	\$543,724

Assumptions:

Down payment: 5%

Length of mortgage: 30 years

Interest rate: **3.3%**

Percent dedication of gross income: 33%

Other Costs: Uses \$500.00 for HOA and other household related expenses

1. Initial sales prices will be reviewed at least quarterly by the Program Administrator to reflect changes in any of the above assumptions. Sales prices for Local Employee Residences will be finalized as described above at the discretion and convenience of the developer/builder. It is the responsibility of the developer to obtain a sales price confirmation from the Program Administrator based upon the published Maximum Initial Sales Price Caps.
2. It will be the responsibility of the developer to obtain a sales price confirmation from the Program Administrator based upon the published

Maximum Initial Sales Price Caps at least thirty (30) days prior to submitting an application to the Town for a building permit for construction of a Local Employee Residence. If the published maximum price caps have changed after the sales price confirmation has been issued, the Developer may request the Program Administrator to issue a new sales price confirmation. The right to refuse any such request is hereby reserved by the Town.

3. Once a sales price confirmation has been obtained from the Program Administrator by the developer it is valid for 120 days from the date of confirmation. If Local Employee Residences are not sold at initial sales prices within the 120 day period, prices may be re-evaluated and adjusted so that they are more marketable to moderate income households. Adjustments to sale price will only be made if variables, such as median income, interest rates, or other similar conditions change to merit an adjustment.

c. **Initial Sales of Local Employee Residences:** The developer is required to provide the Program Administrator with a schedule that indicates the proposed date for when the Local Resident Housing units will become available for sale at least thirty (30) days prior to initiating the marketing program. The schedule must indicate when pre-marketing activities will begin and when a model may be available, if applicable. The initial marketing schedule should also include the unit type(s), bedroom configuration(s), square footages, address, and sales price for these units. The developer shall also provide evidence that a deed restriction approved by the Town Attorney has been recorded against the property. The developer shall conduct a good faith marketing effort to attract certified buyers who are currently employed in the Town of Grand Lake or Grand County. Upon obtaining potential qualified buyer(s) for a Local Employee Residence, the names of such persons and any appropriate information concerning such persons shall be submitted to the Program Administrator for review. The developer shall only enter into a contract for sale of a Local Employee Residence after certification of the potential qualified buyer(s) by the Program Administrator and a determination of the priority of potential qualified buyer(s).

1. The developer must assure that units are sold only to persons who are in possession of certification that they are eligible to purchase a unit and what their priority rating is. This certification should be presented to the developer, or their representative, prior to finalizing a purchase contract.

d. **Advertising the sale; bid procedures:** After the Local Employee Residence is registered for sale with the Town and in the event the owner elects to have the Town market the residence, the Town will arrange to advertise the unit for sale in two (2) consecutive weekly editions of the local newspaper of general circulation. When a unit is first registered, there is an initial two-week bid period during which the unit will be advertised with two open house dates when the unit may be viewed by interested parties. The initial two-week bid period ends on the Friday after the second

week of advertising. If no bids are received during the initial bid period, there will follow consecutive one-week bid periods, ending on Friday, until the unit is sold.

1. After the Local Employee Residence is registered for sale with the Town, the owner may elect to list the property for sale with a local licensed real estate broker. In such an event, the owner shall execute a standard listing contract on forms approved by the Colorado Real State Commission with a local licensed real estate broker providing for a thirty (30) day listing period. The local licensed real estate broker shall then promptly advertise the Local Employee Residence for sale to qualified buyers. Any offers to purchase may be received by the real estate broker during the thirty (30) day listing period, but no contract for sale shall be entered into between the owner and a potential purchaser during such period. At the conclusion of the thirty (30) day listing period, the Program Administrator shall determine if the persons making offers to purchase the Local Employee Residence are qualified buyers, and shall determine the priority of offers received from qualified buyers in accordance with these Local Employee Residence Requirements. The owner may then proceed to enter into a contract for sale of the Residence with the qualified buyer of the highest priority.
2. In the event the owner desires to sell the Local Employee Residence, but is not required to sell the Residence by these Local Employee Residency Requirements or the deed restriction attached hereto as Appendix A, the owner may elect to market the property for sale himself or herself, after the Local Employee Residence is registered for sale with the Town. In such an event, the owner shall advertise the Local Employee Residence for sale in four (4) consecutive weekly editions of the local newspaper of general circulation. During such advertising period, the Owner shall schedule at least two (2) open house dates when the unit may be viewed by interested parties. During this advertising period, offers to purchase the Local Employee Residence shall be received by the owner, but no contract for sale of the unit shall be entered into between the owner and a potential purchaser. At the conclusion of the thirty (30) day advertising period, the Program Administrator shall determine if the persons making offers to purchase the Local Employee Residence are qualified buyers, and shall determine the priority of offers received from qualified buyers in accordance with these Local Employee Residence Requirements and Guidelines. The owner may then proceed to enter into a contract for sale of the Local Employee Residence with the qualified buyer of the highest priority submitting the highest offered price, not to exceed the maximum permitted sales price as established by these Local Employee Residence Requirements and the deed restriction attached hereto as Appendix A.
3. If more than one (1) bid is in top priority, a lottery will be held and the winner will be notified. If the winner of the lottery does not proceed to contract within five (5) business days after notification, the next in line will be notified and so on, until the unit is under contract for purchase. Backup contracts in the priority order set forth in the lottery will be accepted.

4. Prospective purchasers must be pre-qualified by a lender prior to submitting a bid for a Local Employee Residence.
 5. Sales and Other Fees:
 - A. Administration Fee: Unless otherwise set forth in the deed restriction covering the unit, at the closing of the sale the seller will pay the Town of Grand Lake an administration fee equal to one and one-half percent (1.5%) of the sales price if the owner selected the Town to market the Local Employee Residence for sale. The Town may instruct the title company to pay said fees to the Town out of funds held for the seller at the closing. Unless otherwise specified in the deed restriction, every seller shall pay a one-half percent (.5%) fee at the time of registration of the unit for sale with the Program Administrator. In the event the seller fails to perform under the listing contract, rejects all offers at maximum price in cash or cash-equivalent terms, or should withdraw the registration after advertising by the Town has commenced, that portion of the fee will not be refunded. In the event the seller withdraws for failure of any bids to be received at maximum price or with acceptable terms, the advertising and administrative costs incurred by the Town will be deducted from the fee, with the balance credited to the owner's sales fee when the property is sold.
 - B. Rental During Period of Registration for Sale: If a Local Employee Residence is listed for sale and the owner must relocate to another area prior to completing the sale, the unit may, upon approval of the Program Administrator or the Town of Grand Lake, be rented to a qualified individual at the owner's cost as described in Section 5(e) Leave of Absence. A written request must be sent to the Program Administrator seeking permission to rent the unit until it is sold. A month to month written lease must be provided to the tenant with a thirty (30) day move out clause upon notification that the unit is sold. All tenants must be qualified as described in Section 5(E). The lease must stipulate that the Local Employee Residence is listed for sale and that the tenant will be required to allow for showings of the property, with sufficient notice. The lease must also stipulate that the agreement may be terminated by either party with a thirty (30) day written notice.
- e. **Re-sale of a Local Resident Housing Unit:** An owner of a Local Employee Residence who intends to sell their unit should contact the Program Administrator to review the deed restriction covering the unit in order to determine the maximum sales price permitted and other applicable provisions concerning a sale. Unless otherwise provided in the deed restriction, the unit must be registered for sale with the Program Administrator or designated agent. Following registration, the owner may elect to have the Town of Grand Lake market the unit for sale, or the owner may elect to list the unit for sale with a local licensed real estate broker, as further described in the deed restriction. If the owner has voluntarily elected to sell the unit, the owner may also choose to market the unit himself. At the discretion of the Program Administrator or the Town of Grand Lake, a lottery may be held if there are a number of qualified

households of the same priority who would purchase the unit. The Program Administrator will oversee the sale in accordance with these Local Employee Residence Requirements and Guidelines that are in effect at the time of the registration. Any termination of the sale may require the payment of administrative and advertising costs.

1. These requirements are intended to assure that all purchasers and all sellers will be treated fairly, equitably, and impartially. Questions will be answered and help provided to any potential purchasers or sellers equally in accordance with the current guidelines and requirements. Listings, sales contracts, extensions to contracts, and closing documents will be prepared and all actions necessary to consummate the sale will be undertaken. The Program Administrator will be acting on the behalf of the Town of Grand Lake. It should be clearly understood by and between all parties to a sales transaction that staff members are not acting as licensed brokers to the transaction, but as representatives of the Town of Grand Lake and its interests. The Town shall nevertheless attempt to help both parties consummate a fair and equitable sale in accordance with the adopted Guidelines and Requirements.
 2. All purchasers and sellers are advised to consult legal counsel regarding examination of title and all contracts, agreements, and title documents. The retention of such counsel, licensed real estate brokers, or such related services, will be at purchaser's or seller's own expense. Certain fees paid to the Town are to be paid regardless of any actions or services that the purchaser or seller may undertake or acquire.
- f. **Improvements:** The Town of Grand Lake encourages maintenance of a Local Employee Residence in good condition, while also balancing the need to assure there will be an ongoing supply of attainable housing for future residents. To that end, the selling owner may add the cost of certain capital improvements to the selling price of a Local Employee Residence during the time that the selling owner held title to the unit. The cost of such permitted capital improvement shall not exceed 1% of the prior purchase price for each year period (or fraction thereof) of the selling owner's ownership of the unit.
1. Examples of Permitted Capital Improvements are:
 - A. The addition of a habitable room or a storage space;
 - B. The finishing of uninhabitable space if it is converted into a habitable room;
 - C. The conversion of a carport into a completely enclosed garage;
 - D. The conversion of surface parking into a carport or garage (if allowed under the development/subdivision agreement);
 - E. Modifications or improvements to accommodate a person with a disability as defined in the Americans with Disabilities Act of 1990;
 - F. Improvements that reduce the consumption of energy;
 - G. Kitchen and bathroom renovations;
 - H. Replacement of the roof;
 - I. Replacement of the furnace;

- J. Replacement of worn carpet with a similar grade and quality.
2. No other categories or types of expenditures may qualify as eligible capital improvements unless approved by the Town of Grand Lake Board of Trustees. In order to receive credit for the capital improvements, a request must be submitted in writing prior to initiating the work. Plans for each capital improvement must be submitted at least twenty-one (21) days prior to initiating the work. Notification will be given to the owner within fourteen (14) days as to whether or not the proposal is conditionally approved. Upon completion of the work, copies of receipts must be submitted to the Program Administrator. A ten percent (10%) “sweat equity” credit may be added to the cost of the permitted capital improvements so long as no labor costs are included in the submitted receipts.
 3. The value of the improvements will be added to the unit in the year in which the improvements were completed. The year(s) in which eligible improvements are made will adjust the base value of the home from which a future home price will be established. Nothing in the deed restriction prohibits other improvements to the Local Employee Residence, however, credit will only be provided for **approved** capital improvements.

5. Eligibility and Occupancy

- a. **Eligibility:** In order to be eligible to purchase a home under the Local Employee Residency Program, an interested person must be a full-time employee, as defined, working in the Town of Grand Lake or Grand County or for a business with its principal office located in Grand Lake or Grand County, a retired person who has been a full-time employee in the area for a minimum of four (4) years immediately prior to retirement, a disabled person who has been a full-time employee in the area a minimum of two (2) years immediately prior to their disability, or a person with a bona fide offer of employment in the Town of Grand Lake or Grand County; or the spouse or dependent of any such qualified employee, retired person, or disabled person. It is the responsibility of the individual or household to demonstrate eligibility. All persons working in unincorporated Grand County or other municipalities within Grand County are not excluded from this program. It is the clear preference of this program to first provide attainable units to those persons that are full-time employees in the Town of Grand Lake.
 1. A person will not be considered eligible if he owns any improved property.
 2. Eligibility for Local Employee Residences will be made without regard to race, color, creed, religion, sex, disability, national origin, familial status or marital status.
- b. **Application and Certification:** A person seeking to purchase a Local Employee Residence must apply to the Town of Grand Lake Program Administrator to receive a certification that they are eligible to purchase a unit. Since eligibility is based primarily on an applicant’s location of employment, reasonable proof of employment

will be required. An applicant will not be required to meet any maximum income requirements.

1. Upon determination of place of employment, the applicant will receive a letter stating; (1) that they are eligible to purchase a Local Employee Residence; and (2) a Tier priority number. The purpose of this is to assure the developer/realtor that the applicant is qualified for the program and what the priority number is. This letter will also serve as notification to the buyer that they are eligible to participate in a lottery that may be held for any of the Local Employee Residences to be sold under this program, if such lottery is deemed necessary. It is the responsibility of the applicant to enter into a contract to purchase a Local Employee Residence.
 2. A waiting list for Local Employee Residences will be maintained. The Program Administrator or the Town of Grand Lake will maintain a list of qualified applicants which contains the priority number they were assigned. The waiting list will be based on a first come-first served basis only.
 3. Priority numbering is established as follows:
 - A. Tier I Qualifiers will be those persons who own or are full-time employees of, have retired from employment with, or a person with a bona fide offer of employment from a business within the Town of Grand Lake municipal limits.
 - B. Tier II Qualifiers will be those persons who own or are full-time employees of, have retired from employment with, or a person with a bona fide offer of employment from a business within 10 (ten) miles of the Town of Grand Lake municipal limits.
 - C. Tier III Qualifiers will be all other full-time employees, have retired from employment with, or a person with a bona fide offer of employment from a business within Grand County, but more than ten (10) miles from the Town of Grand Lake.
- c. **Income Guidelines:** A household seeking to purchase a Local Employee Residence need not meet any minimum or maximum income guidelines. The income standards are established herein only for the purpose of establishing Maximum Initial Purchase Prices of Local Employee Residences. Housing that is provided through this program will be priced to persons and families of moderate income. These ranges have been established based upon an Area Median Income published by the U.S. Department of Housing and Urban Development. The Program Administrator will annually adjust Income ranges upon the publication of new Area Median Income figures, Census data or any other information deemed to be relevant.

**TARGETED HOUSEHOLDS
BY INCOME CATEGORY**

Household Size	Category 1 ≥ 80%	Category 2 ≤ 110%
1-Person	\$39,350	\$54,120
2-Person	\$44,950	\$61,820
3-Person	\$50,550	\$69,520

4-Person	\$56,150	\$77,220
5-Person	\$60,650	\$83,490
6+ Persons	\$65,150	\$89,650

- d. **Occupancy:** The purchaser of a Local Employee Residence must occupy the unit as his or her primary residence. The owner shall be deemed to have ceased to use the unit as his or her primary residence by accepting permanent employment outside of the Grand County area, or by residing in the unit for fewer greater than nine (9) months out of any twelve (12) months unless permitted pursuant to Section e, Leave of Absence.
- e. **Leave of Absence:** If an owner must leave the Town of Grand Lake for a limited period of time and desires to rent the unit during the absence, a leave of absence may be granted by the Town Board of Trustees for up to one year. The owner must submit a request, to the Program Administrator, to rent the unit at least thirty (30) days prior to when the owner plans to leave the area. The request shall include the reason(s) for the leave of absence, expected duration, and the intent of the owner to rent the unit. A leave of absence for more than one (1) year may be approved based upon a unique situation; however, such leave of absence may not extend longer than two (2) years.
1. The rent that may be charged shall not exceed the owner's monthly mortgage, homeowner's association dues, utilities remaining in the owner's name, taxes and property insurance not included in the monthly mortgage amount, land lease costs (if any), plus an additional twenty dollars (\$20.00). The owner may impose a security deposit and damage deposit at the time a lease is executed, however, the combination of the security and damage deposits may not exceed 1.5 times the monthly rent.
 2. The owner shall rent to an employee of a business in the Town of Grand Lake or Grand County who meets the eligibility provisions of the Local Resident Housing guidelines and requirements (Sub-Sections a and b). The tenant must complete an application form to certify eligibility and agree to abide by the homeowner's association covenants, rules and restrictions for the unit. Both the owner and tenant must sign a statement indicating that the covenants have been provided to the tenant and the tenant has received these covenants for his review. In addition, a copy of the lease agreement executed between the owner and tenant shall be provided to the Program Administrator.

6. Grievances – Alternative Dispute Resolution

- a. **Agreement to Avoid Litigation:** All persons subject to Grand Lake Municipal Code 12-10-3, including developers, purchasers of Local Employee Residences, the Town of Grand Lake, Colorado, and any duly designated housing authority (collectively, "Bound Parties"), agree to encourage the amicable resolution of disputes involving such Ordinance, and these Requirements and Guidelines, without emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described herein ("Claims") shall be resolved using the mediation and arbitration procedures set forth below.

- b. **Claims:** Unless specifically exempted below, all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of Grand Lake Municipal Code 12-10-3, and these Requirements and Guidelines, or the rights, obligations and duties of any Bound Party under such Ordinance and these Requirements and Guidelines shall be subject to the provisions of this Section. The Town of Grand Lake is not required to follow the alternative dispute resolution process set forth in this Section when seeking equitable relief to enforce the terms of the Ordinance, these Requirements and Guidelines, or a master deed restriction, including but not limited to, an action for specific performance or injunctive relief. The alternative dispute resolution process also does not apply to the Town's criminal enforcement of Grand Lake Municipal Code 12-10-3.
- c. **Mandatory Procedures:**
1. Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (collectively, the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:
 - A. The nature of the Claim, including the persons involved and Respondent's role in the Claim;
 - B. The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);
 - C. Claimant's proposed remedy; and
 - D. That Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.
 2. Negotiation and Mediation
 - A. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation.
 - B. If the Parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of a reputable and knowledgeable mediation group providing such services in Grand County, or, if the Parties otherwise agree, to an independent agency providing dispute resolution services in the Grand County, Colorado area.
 - C. If Claimant does not submit a Claim to mediation within thirty (30) days after Termination of Negotiations, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant.
 - D. Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation

proceedings (“Termination of Mediation”). The Termination of Mediation notice shall set forth that the Parties are at an impasse. Upon issuance of a Termination of Mediation, the Parties shall proceed with binding arbitration as set forth below.

3. Arbitration

- A. Any Claim not resolved by mediation shall be decided by arbitration in accordance with the simplified rules of the American Arbitration Association currently in effect and the Uniform Arbitration Act, Sections 13-22-201 *et. seq.*, C.R.S., unless the Parties mutually agree otherwise.
- B. A Demand for Arbitration shall be filed in writing by the Claimant with each Respondent. A Demand for Arbitration may be made concurrently with the Notice set forth in subsection c.1. above, or may be made within twenty (20) days after issuance of the Termination of Mediation. The Demand for Arbitration shall contain the same information as set forth in subsection C.1. a through c above. In no event shall the Demand for Arbitration be made after the date when institution of legal or equitable proceedings based upon such Claim would be barred by the applicable statute of limitations.
- C. Within twenty (20) days following submission of a Demand for Arbitration or the issuance of a Termination of Mediation, which ever shall last occur, Claimant, shall appoint, by written notice to Respondent, an arbitrator. Within twenty (20) days after receipt of such notice from the Claimant, Respondent shall appoint a second arbitrator, and in default of such second appointment the first arbitrator shall be deemed the sole arbitrator.
- D. Within twenty (20) days after appointment of the two (2) arbitrators as provided for above, the arbitrators shall, if possible, agree on a third arbitrator and shall appoint him or her by written notice signed by both of them with a copy mailed to each Party within twenty (20) days after such appointment.
- E. In the event twenty (20) days shall elapse after the appointment of the second arbitrator without notice of appointment of the third arbitrator as provided for above, then either Party, or both, may in writing, within twenty (20) additional days, request the Grand County District Court to appoint the third arbitrator in accordance with the Uniform Arbitration Act.
- F. Upon appointment of the arbitrators as provided for above, such arbitrators shall hold an arbitration hearing at a location designated within Grand County, within ninety (90) days after such appointments. At the hearing, the simplified rules of the American Arbitration Association and the Uniform Arbitration Act, Sections 13-22-201 *et. seq.*, C.R.S., shall apply. The arbitrators shall allow each Party to present that Party’s case, evidence and witnesses, if any, and shall render their award, including a provision for payment of the costs and expenses of arbitration, to be paid by one or both of the parties as the

arbitrators deem just. A written decision by the arbitrators shall be issued within thirty (30) days after the close of the submission of evidence.

- G. The decision of the majority of the arbitrators shall be binding on the Bound Parties, and may only be appealed as set forth in the Uniform Arbitration Act, Sections 13-22-201 *et. seq.*, C.R.S. Upon application of either Party, the Grand County District Court shall confirm an award of the arbitrators and such order may be enforced as any other court judgment or decree, as further set forth in the Uniform Arbitration Act.

APPENDIX “A”

**MASTER DECLARATION OF COVENANTS AND RESTRICTIONS
CONCERNING THE OCCUPANCY AND RESALE OF PROPERTY
DESIGNATED BY THE TOWN OF GRAND LAKE
AS A LOCAL EMPLOYEE RESIDENCE**

THIS MASTER DECLARATION OF COVENANTS AND RESTRICTIONS CONCERNING THE OCCUPANCY AND RESALE OF PROPERTY DESIGNATED BY THE TOWN OF GRAND LAKE AS A LOCAL EMPLOYEE RESIDENCE (the “Declaration”) is made and entered into this _____ day of _____, 20____, by _____, whose address is _____, (the “Declarant”), and for the benefit of and specifically enforceable by the Declarant, the Owner, and the Town of Grand Lake, Colorado, a municipal corporation (the “Town”).

RECITALS

WHEREAS, Declarant owns the real property described in Exhibit “A”, attached hereto and incorporated herein by this reference (the “Property”). For purposes of this Declaration, the Property shall include the real property and all dwellings, appurtenances, improvements and fixtures associated therewith; and

WHEREAS, in accordance with the Town’s Local Employee Residency Program Requirements and Guidelines, Declarant and the Town desire to provide for certain restrictions relating to ownership and occupancy of the Property, qualifications of subsequent purchasers of the Property, and limitations on the resale price of the Property in the future, as more particularly provided herein, in order to increase the supply of housing that is affordable to persons who live and/or work in the Town of Grand Lake, and

WHEREAS, Declarant agrees that this Declaration shall constitute a resale agreement setting forth the provisions controlling the resale of the Property should Declarant’s purchaser or any subsequent purchaser desire to sell its interest in the Property at any time after the date of this Declaration.

NOW, THEREFORE, Declarant does hereby publish and declare the following terms, restrictions and limitations which shall be deemed to run with the Property and shall be a burden to any person acquiring or owning any interest in the Property subsequent to the Declarant, their grantees, personal representatives, heirs, successors and assigns for so long as this Declaration remains in force and effect with respect to the Property:

SECTION 1

DEFINITIONS

Terms used in this Declaration shall have the same meaning as set forth in the Town of Grand Lake's Local Employee Residency Program Requirements and Guidelines. In addition, the following terms shall have the meaning assigned below:

1.1 Accessory Dwelling Unit ("ADU"). A complete, separate housekeeping unit, which is secondary to and isolated from the principal dwelling unit on the Property, and which may be attached to the principal structure or free-standing.

1.2 Declarant. _____, its grantees, personal representatives, heirs, successors and assigns.

1.3 Declaration. This Master Declaration of Covenants and Restrictions Concerning the Occupancy and Resale of Property Designated by the Town of Grand Lake as a Local Employee Residence.

1.4 Local Broker. A real estate broker licensed to sell real estate in the State of Colorado, with a local office in Grand County, Colorado.

1.5 Local Employee Residency Program Requirements. The Town of Grand Lake's Local Employee Residency Program Requirements and Guidelines, or its substitute, as adopted by the Town of Grand Lake, Colorado, or its successor, as amended and effective at the time of the closing of the sale of the Property from Declarant to the Qualified Buyer, or from subsequent Owners to Qualified Buyers. To the extent there are any conflicts between the Local Employee Residency Program Requirements and this Declaration, this Declaration shall govern and control.

1.6 Maximum Resale Price. The Owner's purchase price together with the original value of Permitted Capital Improvements, plus allowable appreciation, as further described in Section 6 of this Declaration.

1.7 Permitted Capital Improvements. Certain improvements to the Property made by the Owner which is included in the calculation of the Maximum Resale Price, as further described in subsection 6.3 of this Declaration.

1.8 Owner. A Qualified Buyer or other person or persons, or entity, other than the Town, who acquires an ownership interest in the Property in compliance with the terms and provisions of this Declaration; it being understood that such person, persons or entity shall be deemed an Owner hereunder only during the period of his, her, their or its ownership in the Property, and shall be obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during such period.

1.9 Property. The property described in Exhibit "A", attached hereto and incorporated herein by this reference.

1.10 Program Administrator. The person designated by the Town Manager who is responsible for the administration and enforcement of the Town of Grand Lake's Local Employee Residency Program.

1.11 Qualified Buyer. A natural person or persons meeting the residency and/or employment qualifications set forth in the Local Employee Residency Program Requirements.

1.12 Qualified Owner. An Owner of the Property who met the qualifications for a Qualified Buyer, at the time such Owner obtained title to the Property.

1.13 Town. The Town of Grand Lake, Colorado, a municipal corporation.

1.14 Unqualified Owner. An Owner of the Property who was not a Qualified Buyer at the time such Owner obtained title to the Property.

SECTION 2

COVENANTS RUNNING WITH PROPERTY

This Declaration constitutes covenants running with the Property as a burden thereon, for the benefit of, and specifically enforceable by, the Declarant, any Owner and the Town by any appropriate legal action, including but not limited to, specific performance, injunction, reversion, or eviction of non-complying Owners and occupants. By taking ownership to or occupying the Property, any Owner or other person thereby expressly agrees to be and shall be bound by this Declaration, representations, covenants and agreements contained herein. Any Owner shall execute and record a Memorandum of Acceptance in a form substantially similar to the form attached hereto as Exhibit "B", and incorporated herein by this reference, prior to or simultaneous with taking title to the Property. Provided, however, the failure of an Owner to execute such form shall not invalidate application of this Declaration. In the event of a conflict between this Declaration and any other covenants, conditions or restrictions governing the Property, this Declaration shall control, unless otherwise specified herein.

SECTION 3

RESTRICTIONS ON USE AND OCCUPANCY OF PROPERTY

3.1 Housing for Natural Persons Only. The use and occupancy of the Property shall henceforth be limited exclusively to housing for natural persons who meet the definition of Qualified Buyers and their families, and shall not be used or occupied by a partnership, corporation, limited liability company or other business entity.

3.2 Occupancy as Primary Residence. An Owner (other than Declarant or the Town), in connection with the purchase and ownership of the Property, must occupy the principal dwelling unit on the Property as his or her sole, exclusive and permanent place of residence

during the time that the Property is owned by such Owner, except as otherwise provided in this Section of the Declaration. If an Accessory Dwelling Unit (“ADU”) is located on the Property, the Owner shall not occupy the ADU as his or her primary residence. A permanent residence shall mean the home or place in which one’s habitation is fixed and to which one, whenever he or she is absent, has a present intention of returning after a departure or absence therefrom. In determining what is a permanent residence, the following circumstances relating to the Owner may be considered: business pursuits, employment, income sources, residence for income or other tax purposes, residence of parents, spouse and children, if any, location of Owner’s personal and real property, residence for voter registration purposes, residence for motor vehicle registration and license purposes, and any other information relevant for the purposes of determining the permanent place of residence of the Owner.

Unless a leave of absence is granted by the Town in accordance with the Local Employee Residency Program Requirements, the Owner shall be deemed to have ceased using the Property as his or her sole, exclusive and permanent place of residence by accepting permanent employment outside of Grand County, or residing in the Property for fewer than nine (9) months out of any twelve (12) consecutive month period. In the event the Property is owned by more than one Owner, at least one co-owner of the Property must utilize the Property as his or her sole, exclusive and permanent place of residence.

3.3 Leave of Absence. If the Owner must leave the Grand Lake area for a limited period of time and desires to rent the Property during his or her absence, a leave of absence may be granted by the Town for up to one (1) year, however consecutive leaves of absence shall not extend longer than two (2) years. The Owner must submit a request and intent to rent for such leave of absence to the Program Administrator at least thirty (30) days prior to the date the Owner plans to leave the area. The rental of the Property shall be in accordance with Section 4 of this Declaration and the Local Employee Residency Program Requirements.

3.4 Business Activity Prohibited. An Owner shall not engage in any business activity on or in the Property, other than as permitted in the zone district in which the Property is located under applicable Town ordinances.

3.5 Restriction on Resale of Property. An Owner shall not sell or otherwise transfer the Property except in accordance with Section 5 of this Declaration and the Local Employee Residency Program Requirements. An Owner shall not sell or otherwise transfer the Property for use in any trade or business.

3.6 Compliance with Declaration Required. An Owner shall not permit any use or occupation of the Property by others, except in compliance with this Declaration.

SECTION 4
RENTAL OF THE PROPERTY

4.1 Rental of Property Restricted. An Owner shall not rent the Property for any period of time, except that this subsection shall not preclude:

- 4.1.1 An Owner from sharing occupancy of the principal dwelling unit located on the Property with non-owners on a rental basis provided the Owner continues to reside in the principal dwelling unit located on the Property and meet the obligations contained in this Declaration; or
- 4.1.2 An Owner from renting the principal dwelling unit located on the Property so long as the rental is for more than one (1) month and less than three (3) months unless granted a leave of absence, and the Owner, at the time the lease agreement is signed, has a bona fide good faith intent to reoccupy the Property as his or her permanent residence upon termination of the lease. In such an event, the Owner shall only rent the Property in accordance with this Section 4; or
- 4.1.3 An Owner from renting the principal dwelling unit located on the Property in accordance with this Section 4 during any period that the Owner has moved from the Property and obtained a leave of absence in accordance with subsection 3.3 above and the Local Employee Residency Program Requirements; or
- 4.1.4 A personal representative of the Owner from renting the principal dwelling unit located on the Property in accordance with this Section 4 after the death of the Owner, so long as the personal representative is pursuing sale of the Property in accordance with the requirements of subsection 5.4 of this Declaration; or
- 4.1.5 A foreclosing holder of a bona fide promissory note secured by a bona fide first priority deed of trust on the Property from renting the Property so long as it is actively pursuing such foreclosure; or
- 4.1.6 An Owner from renting the Accessory Dwelling Unit (“ADU”), if an ADU is located on the Property.
- 4.1.7 An Owner from renting the principal dwelling unit located on the Property in accordance with this Section 4, so long as the Owner is pursuing sale of the Property in accordance with the requirements of subsection 5.4 of this

Declaration; or

4.2 Amount of Rent. In the event the Owner, or other person identified in subsection 4.1 above, except a foreclosing holder as set forth in subsection 4.1.5 above, desires to rent the principal dwelling unit located on the Property and such rental is permitted by this Declaration, the amount of the monthly rent charged by such Owner or other person shall not exceed the Owner's monthly mortgage payment; plus homeowner's association assessments; plus the cost of utilities remaining in the Owner's name; plus applicable real property taxes and property insurance not included in the monthly mortgage amount, prorated on a monthly basis; plus an additional twenty dollars (\$20.00). The Owner or other lessor may require a security deposit and damage deposit at the time a lease for the Property is executed, provided, however, the combination of such security and damage deposits shall not exceed 1.5 times the amount of the monthly rental payment.

4.3 Qualified Lessees Required. The Owner, or other person identified in subsection 4.1 above, except a foreclosing holder as set forth in subsection 4.1.5 above, shall only rent the principal dwelling unit located on the Property to a person who meets the eligibility requirements for a Qualified Purchaser as set forth in the Local Employee Residency Program Requirements. Prior to any lease of the principal dwelling unit located on the Property, the proposed lessee must complete an application form provided by the Town for certification of eligibility, and the proposed lessee must further agree to abide by any covenants, conditions and restrictions for the Property and any homeowners' association rules and restrictions applicable to the Property.

4.4 Lease Agreement Required. A copy of the lease agreement executed between the Owner, or other lessor identified in subsection 4.1 above, and the lessee for lease of the principal dwelling unit located on the Property shall be submitted to the Program Administrator for approval. Such lease agreement shall prohibit a sublease of the principal dwelling unit, and shall provide for termination of the lease upon thirty (30) days notice following sale of the Property. The Owner, or other permitted lessor, and the proposed lessee shall sign a statement indicating that any applicable covenants, conditions and restrictions for the Property have been provided to the proposed lessee by the Owner.

4.5 Additional Consideration Prohibited. The Owner or other permitted lessor shall not require or accept any consideration for lease of the principal dwelling unit located on the Property other than that stated in the lease agreement and allowed by the terms of this Section 4.

SECTION 5

SALE OF THE PROPERTY

5.1 Initial Sale by Declarant. At least thirty (30) days prior to submitting an application to the Town for a building permit for construction of a dwelling unit on the Property, the Declarant shall consult with the Program Administrator in order to determine the maximum initial sales price for the Property (at issuance of the building permit) in accordance with the

Local Employee Residency Program Requirements. Upon a determination of the maximum initial sales price for the Property by the Program Administrator, such price may be reevaluated upon issuance of a certificate of occupancy for any increase in the Denver-Boulder-Greeley CPI. During such period, the Declarant may market the Property in any manner that it determines appropriate. Upon obtaining potential Qualified Buyer(s), as defined by Section 1.11, for the Property, the names of such potential Qualified Buyer(s) and any appropriate residency information concerning such persons, as requested by the Program Administrator, shall be submitted to the Program Administrator for review. The Program Administrator shall render a decision concerning certifications within thirty (30) days following receipt of such information. The Declarant shall only enter into a contract for the sale of the Property following certification of the potential Qualified Buyer(s) by the Program Administrator, and a determination of the priority of potential Qualified Buyer(s), if necessary.

Upon payment of the sale price by the Qualified Buyer to the Declarant, not to exceed the maximum initial sales price as approved by the Program Administrator, the Declarant shall convey the Property to the Qualified Buyer by general warranty deed, free and clear of any liens and encumbrances, and subject to this Declaration and any other declaration of covenants, conditions and restrictions that may be applicable to the Property. Any real estate sales commission applicable to the transaction shall be paid by the Declarant. Closing costs shall be apportioned as described in subsection 5.7 of this Declaration.

5.2 Involuntary Sale by Qualified Owner. In the event a Qualified Owner is required to sell the Property pursuant to this Declaration, such Owner, following notice from the Town, shall immediately register the Property for sale with the Program Administrator or his designated agent. At that time, the Program Administrator, or his designated agent, shall determine the Minimum and Maximum Resale Prices in accordance with Section 6 below. Following determination of the Minimum and Maximum Resale Prices, the Owner may elect to have the Program Administrator market the Property for sale, or shall promptly list the Property for sale with a Local Broker. Normal Broker costs, as listed in Appendix 'F', will be the responsibility of the Owner.

In the event the Owner elects to have the Program Administrator market the Property, the Program Administrator shall arrange to advertise the Property for sale in accordance with the Local Employee Residency Program Requirements. During such initial period during which the Property will be advertised, two (2) open house dates shall be scheduled when the Owner will make the Property available for inspection by prospective purchasers.

In the event the Owner elects to list the Property with a Local Broker, the Owner shall execute a standard listing contract on forms approved by the Colorado Real Estate Commission with a Local Broker providing for a thirty (30) day listing period. The Local Broker shall then promptly advertise the Property for sale to Qualified Buyers. Offers to purchase shall be received by the Local Broker during the thirty (30) day listing period, but no contract for sale shall be entered into between the Owner and a potential purchaser during such period. At the

conclusion of the thirty (30) day listing period, the Program Administrator shall determine if the persons making offers to purchase the Property are Qualified Buyers, and shall determine the priority of offers received from potential Qualified Buyers in accordance with the Local Employee Residency Program Requirements. The Owner shall then proceed to enter into a contract for sale of the Property with the Qualified Buyer of the highest priority offering the highest price, not to exceed the Maximum Resale Price.

In the event that only one offer is received from a Qualified Buyer equal to the Maximum Resale Price, the Property shall be sold by Owner to such person at the Maximum Resale Price. If more than one (1) offer is received from Qualified Buyers in the amount of the Maximum Resale Price, the purchaser shall be selected by the Program Administrator according to the priorities set forth in the Local Employee Residency Program Requirements. If more than one (1) offer are of equal priority, the Program Administrator shall conduct a lottery to determine the purchaser and the Program Administrator shall notify the winner of such lottery. If the winner of the lottery does not proceed to contract with the Owner within five (5) business days after notification, a new lottery will be conducted among the remaining offerors of equal priority, if necessary, or a Qualified Purchaser in the next priority category will be selected. Such process shall be followed until the Property is under contract for purchase. Backup contracts in the priority order set forth in the lottery will be accepted.

If all offers to purchase received by the Program Administrator or the Local Broker are for less than the advertised Maximum Resale Price, the Owner shall accept the highest offer from a Qualified Buyer, as long as it meets the Minimum Sale Price of that unit as established by Section 6 and except as otherwise provided in subsection 5.5.1 below.

If no offers are received during the initial listing or marketing period, the Program Administrator shall continue to advertise the Property in accordance with the Local Employee Residency Program Requirements until the Property is under contract for purchase, or the Owner may list the Property with a Local Broker for an additional thirty (30) day listing period and the process described above shall be followed until the Property is under contract for purchase.

5.3 Voluntary Sale by Qualified Owner. In the event a Qualified Owner desires to sell the Property, but is not required to sell the Property by the provisions of this Declaration, such Owner shall contact the Program Administrator, or his designated agent, to determine the Maximum Resale Price permitted, other applicable provisions concerning such sale, and register the Property for sale with the Program Administrator. After the Property is registered for sale with the Program Administrator, the Owner may elect to have the Program Administrator market the Property for sale, or may elect to market the Property for sale him or herself, or may elect to list the Property for sale with a Local Broker. Normal Broker costs, as listed in Appendix 'F', will be the responsibility of the Owner.

In the event the Owner elects to have the Program Administrator market the Property, the Program Administrator shall proceed to advertise the Property in accordance with the provisions

of the Local Employee Residency Program Requirements. When the Property is first registered, there shall be an initial advertising period during which two (2) open house dates shall be scheduled when the Owner will make the Property available for inspection by prospective purchasers. If no bid is received for the Maximum Resale Price from a Qualified Buyer during the initial bid period, the Program Administrator shall continue to advertise the Property in accordance with the Local Employee Residency Program Requirements until the Property is under contract for purchase.

In the event the Owner elects to market the Property him or herself, the Owner shall advertise the Property for sale as set forth in the Local Employee Residency Program Requirements. During said period, the Owner shall schedule at least two (2) open house dates when the Owner will make the Property available for inspection by prospective purchasers. Offers may be received by the Owner during such initial advertising period, but no contract for sale shall be entered into between the Owner and a prospective purchaser. At the conclusion of the initial advertising period, the Program Administrator shall promptly determine if the persons making offers to purchase the Property are Qualified Buyers, and shall determine the priority of offers received from Qualified Buyers in accordance with the Local Employee Residency Program Requirements. The Owner may then proceed to enter into a contract for sale of the Property with the Qualified Buyer of the highest priority.

In the event the Owner elects to list the Property with a Local Broker, the Owner shall execute a standard listing contract on forms approved by the Colorado Real Estate Commission with a Local Broker providing for a thirty (30) day listing period. The Local Broker shall then promptly advertise the Property for sale to Qualified Buyers. Offers shall be received by the Local Broker during the thirty (30) day listing period, but no contract for sale shall be entered into between the Owner and a potential purchaser. At the conclusion of the thirty (30) day listing period, the Program Administrator shall promptly determine if the persons making offers to purchase the Property are Qualified Buyers, and shall determine the priority of offers received from Qualified Buyers in accordance with the Local Employee Residency Program Requirements. The Owner may then proceed to enter into a contract for the sale of the Property with the Qualified Buyer of the highest priority offering the highest price, not to exceed the Maximum Resale Price.

If more than one (1) offer is received from Qualified Buyers during any advertising or listing period for the Maximum Resale Price, the Qualified Buyer shall be selected according to the priorities set forth in the Local Employee Residency Program Requirements. If more than one (1) offer received for the Maximum Resale Price are of equal priority, the Program Administrator shall conduct a lottery to determine the purchaser and such person shall be notified by the Program Administrator. If the person winning such lottery does not proceed to contract with the Owner within five (5) business days after notification by the Program Administrator, another lottery shall be conducted among the remaining offerors of equal priority by the Program Administrator, if necessary, and the Program Administrator shall notify such winner, or the Qualified Buyer in the next priority category will be selected and shall be notified. Such process

shall continue until the Property is under contract for purchase. Backup contracts in the priority order set forth in a lottery shall be accepted by the Program Administrator.

Subject to the provisions concerning administration fees set forth in subsection 5.6 below, an Owner voluntarily registering the Property for sale may withdraw the Property from sales registration after advertising has commenced, and may reject any or all offers at the Maximum Resale Price or otherwise, unless otherwise prohibited under the terms of a listing contract between the Owner and a Local Broker.

If the terms of the proposed purchase contract, other than price, as initially presented to the Owner, are unacceptable to the Owner, there shall be a mandatory negotiation period of three (3) business days to allow the Owner and potential buyer to reach an agreement regarding said terms, including but not limited to, the closing date and financing contingencies. If, after the negotiation period is over, the Owner and potential buyer have not reached an agreement, the next purchase offer in priority from a Qualified Purchaser will then be presented to the Owner for consideration and a three (3) business day negotiation period shall commence again. This process shall be followed until the Property is under contract for purchase.

If all offers to purchase received are below the Maximum Resale Price, an Owner may accept or reject the highest qualified offer. If all offers to purchase are below the Maximum Resale Price and two (2) or more offers are for the same price, the Qualified Buyer shall be selected by lottery conducted by the Program Administrator from among the highest qualified offerors offering the highest price.

5.4 Sale by Unqualified Owner. In the event that title to the Property vests by devise or descent or otherwise in an Owner who is not a Qualified Buyer, as that term is defined in subsection 1.11 of this Declaration, the Property shall, within six (6) months after the property is conveyed to them, be registered for sale by the Owner and advertised or listed for sale as set forth in subsection 5.2 above, and the highest offer to purchase received from a Qualified Buyer, for not less than ninety-five percent (95%) of the Maximum Resale Price, or the appraised market value, which ever is less, shall be accepted by the Owner. If all bids received by the Program Administrator are below ninety-five percent (95%) of the Maximum Resale Price, or the appraised market value, which ever is less, the Property shall continue to be advertised for sale by the Program Administrator, or listed with a Local Broker until an offer in accordance with this subsection is received by the Owner, which offer shall be accepted by the Unqualified Owner. The cost of the appraisal referred to herein shall be paid by the Unqualified Owner.

An Unqualified Owner(s) shall join in the sale, conveyance or transfer of the Property to a Qualified Buyer, as set forth herein, and shall execute any and all documents necessary to do so. The Unqualified Owner agrees not to: (a) occupy the Property; (b) rent all or any part of the Property, except in strict compliance with Section 4 hereof; (c) engage in any business activity on or in the Property; (d) sell or otherwise transfer the Property except in accordance with this Declaration and the Local Employee Residency Program Requirements; or (e) sell or otherwise

transfer the Property for use in a trade or business.

When the provisions of this subsection apply, the Program Administrator may require the Unqualified Owner to rent the Property, pending sale, in accordance with the provisions of Section 4 of this Declaration.

5.5 Default in Loan Payments by Owner. It shall be a breach of this Declaration for the Owner to default in payments or other obligations due or to be performed under a promissory note secured by a first deed of trust encumbering the Property.

5.5.1 The Owner must notify the Program Administrator and the Town, in writing, of any notification received from a lender, or its assigns, of past due payments or a default in payment or other obligations due to be performed under a promissory note secured by a first deed of trust within five (5) calendars days of Owner's receipt of notification from the lender, or its assigns, of said default or past due payments.

Upon notification from the Owner, as provided above, or upon other notice of such default, the Town may require the Owner to sell the Property to avoid the commencement of any foreclosure proceeding against the Property. In the event the Town determines that sale of the Property is necessary, Owner shall immediately register the Property for sale with the Program Administrator in accordance with subsection 5.2 above. In the event of required registration of the Property for sale pursuant to this subsection 5.5, the Owner shall accept the highest bid from a Qualified Buyer which satisfies the Owner's financial or other obligations due under the promissory note secured by the first deed of trust, and any deed of trust in favor of the Town, as described in subsection 5.5.2, and shall convey the Property to such Qualified Buyer.

5.5.2 Upon receipt of notice as provided in subsection 5.5.1, the Town shall have the right, in its sole discretion, to cure the default or any portion thereof. In such event, the Owner shall be personally liable to the Town for past due payments made by the Town together with interest thereon at the rate specified in the promissory note secured by the first deed of trust, plus one percent (1%) per annum, and all expenses, including, but not limited to, staff time and actual monetary outlay, of the Town incurred in curing the default. The Owner shall then be required by the Town to execute a promissory note secured by a deed of trust encumbering the Property in favor of the Town for the amounts expended by the Town as specified herein, including future advances made for such purposes. The Owner may cure the default and satisfy his or her obligation to the Town under this subsection at any time prior to execution of a contract for sale,

upon such reasonable terms as specified by the Town. Otherwise, Owner's indebtedness to the Town shall be satisfied from the Owner's proceeds at closing of the sale of the Property.

5.6 Sales Administration Fees. In the event the Owner is required to, or desires to, sell the Property pursuant to this Declaration, the Owner shall deposit with the Town an initial administration fee in an amount equal to one-half percent (.5%) of the estimated sales price of the Property. In the event the Owner fails to perform pursuant to the registration of the Property for sale as required by this Declaration and the Local Employee Residency Program Requirements, rejects all offers at the Maximum Resale Price in cash or cash equivalent terms, or in the event the Owner withdraws the Property from registration for sale after advertising or listing with a Local Broker has commenced, such fee shall not be refunded. In the event the Owner withdraws the Property from registration for sale because of the failure of any bids to be received at the Maximum Resale Price or with acceptable terms, the advertising (if any) and administrative costs incurred by the Town shall be deducted from such fee, with the balance credited to the Owner's administration fee when the Property is sold.

In the event the Owner selected the Program Administrator to market the Property for sale, the Town shall be paid a Sales Administration Fee equal to two percent (2%) of the sales price, including the initial administration fee paid as set forth above. If the amount of the Sales Administration Fee has been included in the calculation of the Maximum Resale Price which is paid to the Owner, at the time of closing of the Property sales transaction, the Owner shall pay to the Town an additional Sales Administration Fee in an amount equal to one and one-half percent (1.5%) of the sales price. If the Sales Administration Fee has not been included in the calculation of the resale price paid to the Owner, the Qualified Buyer shall pay to the Town all applicable Sales Administration Fees. Upon such payment, the Town shall reimburse to the Owner the initial administration fee which was paid by the Owner. The Town may instruct the title company or other entity closing the sales transaction to pay the amount of the fee due to the Town at the closing of the sales transaction.

5.7 Closing Costs. The Owner and the Qualified Buyer shall each pay their respective, reasonable, and customary closing costs (See Exhibit 'F'). Provided, however, if not included in the resale price, the Qualified Buyer shall pay the Sales Administration Fees as set forth in subsection 5.6 above and/or applicable real estate sales commissions, not to exceed a total amount equal to two percent (2%) of the resale price. The selling Owner shall be responsible for the payment of any additional real estate sales commission owed to the Local Broker which shall be paid from the proceeds of the sale held for the selling Owner at the closing of the sales transaction. A selling Owner shall not permit any prospective buyer to assume any or all of the Owner's customary closing costs or real estate sales commission costs, except as herein provided, nor accept any other consideration which would cause an increase in the purchase price above the offered price so as to induce the Owner to sell to such prospective buyer.

SECTION 6
MAXIMUM RESALE PRICE FOR THE PROPERTY

6.1 Sale in Excess of Maximum Resale Price Prohibited. In no event shall the Property be sold by any Owner for an amount greater than the Maximum Resale Price as calculated pursuant to this Section so long as this Declaration remains in effect.

6.2 Determination of Maximum Resale Price. The Maximum Resale Price is calculated by adding to the purchase price paid for the Property by the selling Owner (the “Prior Purchase Price”), which may include all reasonable and customary expenses of the purchase incurred at the time of purchase by the selling Owner as evidenced by a title company settlement sheet (including, but not limited to, title insurance premiums, Sales Administration Fees as set forth in subsection 5.6 above or real estate sales commissions not to exceed a total amount equal to two percent (2%) of the purchase price, if such fees and commissions were not originally included in the purchase price paid for the Property, but specifically excluding any costs of financing) the following:

- 6.2.1 For the first two (2) years of ownership, the appreciation shall be set at 3% of the prior purchase price. For each year thereafter until the date of registration of the Property for sale, appreciation in an amount equal to the lesser of the percentage increase in the most recent Denver-Boulder-Greeley CPI (hereinafter defined) for such year *or 1½% of the Prior Purchase Price*, plus the cost of Permitted Capital Improvements, if any. Any such increase shall be prorated for any partial years. “Denver-Boulder-Greeley CPI” shall mean the United States Department of Labor (Bureau of Labor Statistics) Consumer Price Index for the consolidated metropolitan statistical area which includes the City and County of Denver, Colorado, the City of Boulder, Colorado, and the City of Greeley, Colorado, which are published on a monthly basis. In the event that the Denver-Boulder-Greeley CPI is substantially changed, renamed, or abandoned by the United States government, then in its place shall be substituted the index established by the United States government that most closely resembles the Denver-Boulder-Greeley CPI; and
- 6.2.2 Sales Administration Fees as set forth in subsection 5.6 above and/or real estate sales commissions to be paid at time of closing, not to exceed a total amount equal to two percent (2%) of the sum equal to the Prior Purchase Price plus the amount calculated pursuant to subsection 6.2.1 above.

Appreciation shall be calculated based on compounded interest calculated annually, from the date of purchase to the date of Owner’s registration of the Property for sale with the Program Administrator. Following registration for sale with the Program Administrator, the Maximum Resale Price may be recalculated from time to time as provided in the Local Employee

Residency Program Requirements.

6.3 Determination of Minimum Sale Price. The Minimum Sale Price shall be determined by multiplying the Maximum Sale Price of the unit by ninety-five (95%).

6.4 Permitted Capital Improvements. The cost of Permitted Capital Improvements installed or constructed during the time that the selling Owner held title to the Property may be added to the Prior Purchase Price in calculating the Maximum Resale Price. The cost of such Permitted Capital Improvements shall not exceed one percent (1%) of the Prior Purchase Price for each year period (or fraction thereof) of the selling Owner's ownership of the Property.

In order to receive credit for Permitted Capital Improvements, a request must be submitted by the Owner in writing to the Program Administrator prior to constructing or installing the improvements. Plans for each Permitted Capital Improvement must be submitted at least twenty-one (21) days prior to initiating work on a Permitted Capital Improvement. Notification will be given by the Program Administrator to the Owner within fourteen (14) days following receipt of such plans as to whether or not the proposed Permitted Capital Improvement is conditionally approved. Within sixty (60) days following completion of the work, the Owner must furnish to the Program Administrator the following information with respect to the Permitted Capital Improvement which the Owner seeks to include in the calculation of the Maximum Resale Price: (a) original or duplicate receipts to verify the actual costs expended by the Owner for the Permitted Capital Improvement; (b) Owner's affidavit verifying that the receipts are valid and correct receipts tendered at the time of purchase; and (c) true and correct copies of any building permit or certificate of occupancy required to be issued by the Town's Building Department with respect to the Permitted Capital Improvement. Upon receipt of such information by the Town, and upon approval by the Program Administrator, or his designee, the value of the Permitted Capital Improvements, as approved, will be added to the value of the Property in the year in which the improvements were completed, for purposes of calculating the Maximum Resale Price. The Permitted Capital Improvements, as approved, will adjust the base value of the Property in the year(s) the Permitted Capital Improvements are installed from which the Maximum Resale Price will be calculated.

Only the cost of the Permitted Capital Improvements described in Exhibit "C", attached hereto and incorporated herein by this reference, or the cost of permanent improvements constructed or installed as a result of any requirement imposed by any governmental agency, provided that written certification is provided to the Program Administrator of both the applicable requirement and the information required in the above paragraph, may be included in the calculation of the Maximum Resale Price. In calculating the costs of Permitted Capital Improvements, the Owner may include his or her labor costs or "sweat equity" in an amount not to exceed ten percent (10%) of the purchased materials and supplies provided no labor costs have been included in the submitted and approved invoices described above.

Nothing contained in this Declaration shall prohibit an Owner from making other

improvements to the Property, including construction of an Accessory Dwelling Unit if permitted by applicable Town zoning ordinances; however, credit for such costs, for the purpose of calculating the Maximum Resale Price, will only be granted for Permitted Capital Improvements, as approved.

6.5 Example of Calculation of Maximum Resale Price. The following example is a hypothetical calculation, for illustrative purposes only, of the Maximum Resale Price associated with the Property acquired by a selling Owner on December 31, 2003, and proposed for resale on June 30, 2008. The Denver-Boulder-Greeley CPI-All Items Index is assumed to increase two percent (2%) in 2004, four percent (4%) in 2005, and one and one-half percent (1.5%) in 2006, two and two-tenths percent (2.2%) in 2007, and one percent (1%) for the first six (6) months of 2008. It is also assumed that approved Permitted Capital Improvements with a value of two thousand dollars (\$2,000.00) were installed at the beginning of 2005 and additional Permitted Capital Improvements with a value of twenty-four thousand dollars (\$24,000.00) were installed at the beginning of 2008. It is also assumed the Property was marketed by the Program Administrator and a two percent (2%) Sales Administration Fee was assessed pursuant to subsection 5.6. (All dollar amounts are rounded to the nearest dollar)

MAXIMUM SALE PRICE	EXPLANATION
\$228,000.00	Prior Purchase Price (including customary expenses of purchase and two percent (2%) Sales Administration Fee) on December 31, 2003
\$234,840.00	Three percent (3%) increase for year 2004 according to Denver-Boulder-Greeley CPI ($\$228,000.00 \times .03 = \$6,840.00$)
\$236,840.00	\$2,000.00 of Permitted Capital Improvements completed and certified by Town at beginning of 2005 (allowed 2% of \$228,000.00 or \$4,560.00)
\$243,945.00	Three percent (3%) increase for 2005 ($\$236,840.00 \times .03 = \$7,105.00$) Note: Limited to three percent (3%) pursuant to this Declaration even though Denver-Boulder-Greeley CPI increase was four percent (4%) in 2005
\$247,604.00	One and one-half percent (1.5%) increase for year 2006 according to Denver-Boulder-Greeley CPI ($\$243,945.00 \times .015 = \$3,659.00$)
\$251,318.00	One and one-half percent (1.5 %) increase for 2007 ($\$247,604.00 \times .015 = \$3,714.00$) Note: Limited to one and one-half percent (1.5 %) pursuant to this Declaration even though Denver-Boulder-Greeley CPI increase was two and two-tenths percent (2.2%) in 2007.
\$260,718.00	Permitted Capital Improvements completed and certified by Town at beginning of 2008. Note: \$24,000.00 in additional improvements were installed. However, \$14,600.00 was disallowed because the total cost of Permitted Capital Improvements cannot exceed one percent (1%) of the Prior Purchase Price for each year period. ($\$228,000.00 \times .05 = \$11,400.00$) Maximum amount of Permitted Capital Improvements allowed (\$11,400.00)

	- 2005 improvements (\$2,000.00) = remaining amount of Permitted Capital Improvements allowed for credit (\$9,400.00)
\$262,673.00	Three quarter of a percent (.75%) increase for first six (6) months of year 2008 (\$260,718.00 x .0075 = \$1,955.00) for sale registered on June 30, 2008. Note: Limited to ¾ % pursuant to this Declaration even though Denver-Boulder-Greeley CPI increase was 1% for the first six (6) months of 2008.
\$262,673.00	Maximum Resale Price Subtotal
\$5,253.00	Sales Administration Fee-two percent (2%) of Maximum Resale Price Subtotal (\$262,673.00 x .02)
\$267,926.00	Total Maximum Resale Price for sale registered on June 30, 2008 Minimum Sale Price would be \$254,530.00

THE MAXIMUM RESALE PRICE REPRESENTS ONLY THE HIGHEST PRICE THAT A SELLING OWNER MAY OBTAIN UPON SALE OF THE PROPERTY SUBJECT TO THIS DECLARATION, AND NOTHING HEREIN SHALL BE CONSTRUED TO CONSTITUTE A REPRESENTATION, WARRANTY OR GUARANTEE BY THE DECLARANT, OR THE TOWN OF GRAND LAKE, COLORADO, THAT UPON TRANSFER OF THE PROPERTY, THE SELLING OWNER WILL OBTAIN THE MAXIMUM RESALE PRICE.

IN ADDITION, NOTHING CONTAINED IN THIS DECLARATION SHALL BE DEEMED TO PREVENT A SELLING OWNER OR THE TOWN OF GRAND LAKE, COLORADO, AS AN OWNER, AND ANY QUALIFIED PURCHASER, FROM ENTERING INTO AN AGREEMENT TO PURCHASE AND SELL THE PROPERTY AT ANY PRICE, NOT IN EXCESS OF THE MAXIMUM RESALE PRICE, TO WHICH SUCH PARTIES AGREE.

SECTION 7

FORECLOSURE OF THE PROPERTY

7.1 Town's Option to Purchase Upon Foreclosure. In the event of a foreclosure by the holder (including assigns of the holder) of a bona fide promissory note secured by a bona fide first priority deed of trust on the Property, the Town shall have the option to purchase the Property which shall be exercised in accordance with this Section 7 and Exhibit "D", attached hereto and incorporated herein by this reference.

7.2. Notice. The holder, as defined herein, shall give such notice to the Town as is required by law in the foreclosure proceeding as further described in Exhibit "D", attached hereto.

7.3 Release of Declaration if Town's Rights Not Exercised. In the event that the holder, as defined in this Section, is issued a public trustee's deed and the Town does not elect to purchase the Property in accordance with the terms of this Section 7 and Exhibit "D", attached

hereto, or then this Declaration shall be terminated and of no further force and effect and the Town shall cause to be recorded in the office of the Clerk and Recorder of Grand County, Colorado, a full and complete release of this Declaration as further described in Exhibit “D”, attached hereto. Such release shall be placed of record within fourteen (14) days following expiration of the option to purchase, without demand by holder, as further described in Exhibit “D”.

7.4 Town’s Right to Purchase Pending Foreclosure. As a condition of the purchase of the Property, each Qualified Buyer shall execute a right of first refusal agreement as set forth in Exhibit “E”, attached hereto and incorporated herein by this reference, following purchase of the Property. Under such agreement, in the event a foreclosure action is filed or pending related to the Property, and the Qualified Buyer desires to offer to sell the Property, the Town shall have a right of first refusal to purchase the Property, as further described in Exhibit “E”. Such agreement shall be subordinate and junior to the legal operation and effect of any present or future bona fide first mortgage or first deed of trust against the Property.

7.5 Not Applicable to Foreclosure of Other Liens. The provisions of this Section 7 shall not apply to the foreclosure, or conveyance in lieu of foreclosure, of any interest in the Property except an interest created by a bona fide first priority deed of trust, and shall not include, without limitation, interests created by a second priority deed of trust, a sheriff’s deed, judicial lien, tax lien, and similar liens. This Declaration shall specifically survive the conveyance by foreclosure or deed in lieu of foreclosure of any such liens.

SECTION 8

ALTERNATIVE DISPUTE RESOLUTION

8.1 Agreement to Avoid Litigation. All persons subject to this Declaration, including without limitation, the Declarant, the Owner, and the Town (collectively the “Bound Parties”) agree to encourage the amicable resolution of disputes involving this Declaration and the application thereof without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees that those claims, grievances or disputes described herein (“Claims”) shall be resolved using the procedures set forth in this Section prior to filing suit in any court of law.

8.2 Claims. Unless specifically exempted in subsection 7.6 below, all claims, grievances or disputes arising out of or relating to the interpretation, application or enforcement of this Declaration, or the rights, obligations and duties of any Bound Party under this Declaration, shall be subject to the provisions of this Section 7.

8.3 Notice of Claim. Any Bound Party having a Claim (“Claimant”) against any other Bound Party (“Respondent”) (collectively, the “parties”) shall notify each Respondent in writing (the “Notice”), stating plainly and concisely:

- 8.3.1 The nature of the Claim, including the persons involved and Respondent's role in the Claim;
- 8.3.2 The legal basis of the Claim (i.e., a specific authority out of which the Claim arises);
- 8.3.3 Claimant's proposed remedy; and
- 8.3.4 That Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

8.4 Negotiation and Mediation. The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If the parties do not resolve the Claim within thirty (30) days of the date of the Notice (or within such other period of time as may be agreed upon by the parties) ("Termination of Negotiations"), Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of a reputable and knowledgeable mediation group providing such services in Grand County, or, if the parties otherwise agree, to an independent agency providing dispute resolution services in the Grand County, Colorado area.

If Claimant does not submit a Claim to mediation within thirty (30) days after Termination of Negotiations, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant.

Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, or within such time as determined by the mediator, the mediator shall issue a notice of termination of the mediation proceedings ("Termination of Mediation Notice"). The Termination of Mediation Notice shall set forth that the parties are at an impasse.

8.5 Exemptions. The provisions of this Section 7 shall not apply to violations of this Declaration as set forth in subsections 8.1, 8.3 and 8.5 below.

SECTION 9

DEFAULT AND REMEDIES

9.1 Default; Inspection and Notice. In the event that the Town has reasonable cause to believe that the Owner is violating any provision of this Declaration, the Town, by its authorized representative, may inspect the Property between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, after providing the Owner with no less than twenty-four (24) hours prior written notice and provided that the Owner or his or her authorized representative

shall be entitled to be present during such inspection. In the event that a violation of this Declaration shall be discovered during such inspection, the Town shall send a written notice of a violation to the Owner stating in detail the nature of the violation and allowing the Owner thirty (30) days after the effective date of the notice of violation to cure the same. Said notice of violation shall further state that the Owner may request a hearing before the Town Board of Trustees, by notice to the Program Administrator within fifteen (15) days after the effective of the notice of violation, to determine the merits of the allegations. An Owner shall be deemed to be in default of this Declaration if: (a) no hearing is requested and the violation is not cured within thirty (30) days after the effective date of the notice of violation; or (b) the Owner requests a hearing and the violation is not cured within thirty (30) days after the effective date of written notice from the Town to the Owner of the determination of said hearing finding a violation exists.

9.2 Remedies - General Provisions. There is hereby reserved to the parties hereto, including the Town, any and all remedies provided at law or in equity for breach of this Declaration or any of its terms, including but not limited to, specific performance, a mandatory injunction requiring sale of the Property, reversion or eviction. In the event that the parties resort to litigation with respect to any provision of this Declaration, the substantially prevailing party shall be entitled to recover damages and costs, including a mandatory award of reasonable attorney's fees (including legal assistants' fees) incurred by the substantially prevailing party.

9.3 Sale in Violation of Declaration Void. In the event that the Property is sold or conveyed without compliance with the provisions of this Declaration, such sale or conveyance shall be wholly null and void and shall confer no title whatsoever upon the purported transferee. Each and every conveyance of the Property, for all purposes, shall be deemed to include and incorporate by this reference the covenants herein contained, even without reference therein to this Declaration. The Town shall be authorized to issue a certificate, in recordable form, to the selling Owner of the Property upon closing of the sale thereof, which certificate shall evidence the selling Owner's full compliance with the terms and conditions of this Declaration, and the issuance and recording of such certificate in connection with a sale of the Property shall be conclusive evidence as against the Town that the sale was completed in full compliance with this Declaration.

9.4 Forfeiture of Resale Gain. If the Owner is finally determined to have breached any provision of this Declaration, and if such Owner fails to cure such breach as provided in this Declaration, then, in addition to all other remedies available to it, the Town may determine that the defaulting Owner, his or her heirs, successors or assigns, shall forfeit any resale gain in the Property, in which case the Maximum Resale Price of the Property shall be the Prior Purchase Price of the Property without regard to the provisions of subsection 1.6 and Section 6 of this Declaration.

9.5 Penalties. If the Town determines that there has been a violation of the occupancy restrictions as contained in this Declaration and applicable provisions of the Grand

Lake Municipal Code, the Town may commence an action in the Grand Lake Municipal Court. In any such action, the defendant shall be subject to the penalties set forth in the applicable provisions of the Grand Lake Municipal Code upon conviction.

9.6 Declaration Enforceable Only by Parties. The provisions and remedies provided in this Declaration shall be enforceable only by the Declarant, the Town and Owner, unless the rights and obligations of the parties hereunder have been assigned pursuant to the provisions of this Declaration. No private right of action in any other person or entity shall be created by this Declaration, and it is the specific intent of the Declarant that no third party beneficiary right shall be created thereby.

9.7 Limitation on Actions. If no action is taken to enforce a breach of this Declaration, or any provision thereof, within three (3) years after the breach occurs, then a party shall be precluded from enforcing that particular breach. No action to set aside or void a transfer of the Property pursuant to this Section may be brought by the Town more than three (3) years after the deed evidencing the transfer is filed for record with the Clerk and Recorder of Grand County, Colorado.

SECTION 10
MISCELLANEOUS PROVISIONS

10.1 Assignment by Town. The Town may assign its rights under this Declaration to any other governmental, quasi-governmental or private entity formed for the purpose of promoting affordable housing, including without limitation, any housing department of the County of Grand, Colorado. Any such assignment shall be evidenced by a document signed by the assignee and recorded in the real property records of Grand County, Colorado.

10.2 Notices. Any notice, consent or approval which is required to be given hereunder shall be given by mailing the same, certified mail, return receipt requested, properly addressed and with postage fully prepaid, to the addresses set forth below, or to any subsequent mailing address of the party as long as prior written notice of the change of address has been given to the other parties to this Declaration. Notices shall be effective upon receipt, as evidenced by the certified mail return receipt.

Said notices, consents and approvals shall be sent to the parties hereto at the following addresses unless otherwise notified in writing:

To Declarant: _____

To the Town: Town of Grand Lake

Post Office Box 99
Grand Lake, CO 80447
Attention: Local Employee Residency Program Administrator

To the Owner: The address on the deed to the Owner recorded with respect to each transfer of the Property, or such other address as such Owner shall subsequently give notice of to the Town.

10.3 Severability. Whenever possible, each provision of this Declaration shall be interpreted in such manner as to be valid under applicable law; but if any provision of this Declaration shall be declared to be invalid or prohibited by a court of competent jurisdiction, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remaining provisions of this Declaration.

10.4 Choice of Law. This Declaration and each and every related document is to be governed and construed in accordance with the laws of the State of Colorado.

10.5 Successors. Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties.

10.6 Section Headings. Section or subsection headings within this Declaration are inserted solely for convenience of reference, and are not intended to, and shall not govern, limit or aid in the construction of any terms or provisions contained herein.

10.7 Waiver. No claim of waiver, consent or acquiescence with respect to any provision of this Declaration shall be valid against any party hereto except on the basis of a written instrument executed by the parties to this Declaration.

10.8 Gender and Number. Whenever the context so requires herein, the neuter gender shall include any or all genders and vice versa and the use of the singular shall include the plural and vice versa.

10.9 Personal Liability. Owner agrees that he or she shall be personally liable for any of the transactions contemplated herein.

10.10 Further Actions. The parties to this Declaration agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Declaration or any agreement or document relating hereto or entered into in connection herewith.

10.11 Modifications. The parties to this Declaration agree that any modifications of this Declaration shall be effective only when made by a writing signed and recorded with the Clerk

and Recorder of Grand County, Colorado. Notwithstanding the foregoing, the Town reserves the right to amend this Declaration unilaterally where deemed necessary to effectuate the purpose and intent of this Declaration, and where such unilateral action does not materially impair the Owner's rights under this Declaration. Moreover, the Town reserves the right, and Owner hereby grants to the Town the right, to amend or revise the Local Employee Residency Program Requirements and related Town ordinances after a public hearing on any such amendments or revisions with prior notice of the public hearing published in a locally available newspaper.

10.12 Limitation of Liability. Officers, employees and agents of the Town shall not be liable to any Owner or other person for any actions taken in good faith to enforce the terms and conditions of this Declaration.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first above written.

DECLARANT:

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF GRAND)

Subscribed and sworn to before me this _____ day of _____, 20____, by
_____..

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____
Notary Public

ACCEPTANCE BY THE TOWN OF GRAND LAKE, COLORADO

The foregoing Master Declaration of Covenants and Restrictions Concerning the Occupancy And Resale of Property Designated by the Town of Grand Lake as a Local Employee Residence for

[LEGAL DESCRIPTION]

and its terms are hereby ratified, approved, accepted, agreed to and adopted by the Town.

ATTEST:

TOWN OF GRAND LAKE, COLORADO,
a municipal corporation

Ronda Kolinske, Town Clerk

By: _____
John A. Rhone, Mayor Pro-tem

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "B"

MEMORANDUM OF ACCEPTANCE OF MASTER DECLARATION OF COVENANTS AND RESTRICTIONS CONCERNING THE OCCUPANCY AND RESALE OF PROPERTY DESIGNATED BY THE TOWN OF GRAND LAKE AS A LOCAL EMPLOYEE RESIDENCE

RECITALS

WHEREAS, _____, the Owner of the following described real property (the "Buyer") has simultaneously with execution of this Memorandum purchased certain real property described as:

_____ ;and

WHEREAS, the Town of Grand Lake, Colorado, and the Declarant, _____, are requiring, as a condition of such sales transaction, that the Buyer acknowledge and agree to the terms, conditions and restrictions found in that certain instrument entitled "Master Declaration of Covenants and Restrictions Concerning the Occupancy and Resale of Property Designated by the Town of Grand Lake as a Local Employee Residence," recorded on _____, 20__, as Reception No. _____ of the records of the Clerk and Recorder of Grand County, Colorado (the "Declaration").

NOW, THEREFORE, as required by the Declaration, and in consideration of the covenants and agreements contained therein, and contained herein, the Buyer agrees and acknowledges as follows:

1. The undersigned has carefully read the entire Declaration, has had the opportunity to consult with legal and financial counsel of his or her choice concerning the Declaration, fully understands the Declaration, and agrees to comply with all covenants, restrictions and requirements thereof.

2. Notices to the Buyer, pursuant to subsection 9.2 of the Declaration should be sent to:

3. This Memorandum shall be placed of record in the records of the Grand County, Colorado Clerk and Recorder.

DATED THIS _____ DAY OF _____, 20__.

BUYER:

STATE OF COLORADO)
) ss.
COUNTY OF GRAND)

Subscribed and sworn to before me this _____ day of _____, 20 __, by

_____.

WITNESS MY HAND AND OFFICIAL SEAL.

My commission expires: _____
Notary Public

APPROVED:

ATTEST:

TOWN OF GRAND LAKE, COLORADO,
a municipal corporation

Ronda Kolinske, Town Clerk

By: _____
John A. Rhone, Mayor Pro-tem

EXHIBIT “C”

PERMITTED CAPITAL IMPROVEMENTS

1. The term “Permitted Capital Improvements,” as used in the Declaration, shall only include the following:

- a. The addition of a habitable room or storage space;
- b. The finishing of uninhabitable space if it is converted into a habitable room;
- c. The conversion of a carport into a completely enclosed garage;
- d. The conversion of surface parking into a carport or garage (if allowed under applicable development/subdivision improvements agreement and Town zoning regulations);
- e. Modifications or improvements to accommodate a person with a disability as defined in the Americans with Disabilities Act of 1990;
- f. Improvements that reduce the consumption of energy and/or water;
- g. Kitchen and bathroom renovations;
- h. Replacement of the roof; and
- i. Replacement of the furnace.

2. No other categories or types of expenditures shall qualify as Permitted Capital Improvements unless expressly approved in writing by the Town.

3. All Permitted Capital Improvement items and costs shall be approved by the Town **prior** to commencement of the work if Owner desires such items to be included in the calculation of the Maximum Resale Price.

4. All Permitted Capital Improvements must comply with all local, State, and Federal laws, including, but not limited to, Zoning and Building Codes.

EXHIBIT "D"**OPTION TO BUY**

In the event of a foreclosure by the holder (including here and hereinafter assigns of the holder) of the promissory note secured by a bona fide first deed of trust on _____ (the "Property"), and subject to the issuance of a public trustees deed to the holder following the expiration of all statutory redemption rights, the Town of Grand Lake, Colorado shall have the option to buy the Property pursuant to subsection 7.1 of Section 7 of the Declaration, which shall be exercised in the following manner:

5. Notice.

Pursuant to subsection 7.2 of Section 7 of the Declaration, the holder shall give such notice to the Town as is required by law in the foreclosure proceeding.

Said notice shall be sent by certified mail, return receipt requested, and addressed as follows:

Local Employee Residency Program Administrator
Town of Grand Lake
P.O. Box 99
Grand Lake, CO 80447

6. Option to Buy.

The Town shall have thirty (30) days after issuance of the public trustee's deed in which to exercise this option to buy by tendering to the holder, in cash or certified funds, an amount equal to the redemption price which would have been required of the borrower or any person who might be liable upon a deficiency on the last day of the statutory redemption period(s) and any additional reasonable costs incurred by the holder during the option period which are directly related to the foreclosure.

7. Title.

Upon receipt of the option price, the holder shall deliver to the Town a special warranty deed, conveying the property to the Town. The holder shall convey only such title as it received through the public trustee's deed and will not create or participate in the creation of any additional liens or encumbrances against the Property following issuance of the public trustee's deed to the holder. The holder shall not be liable for any of the costs of conveyance to the Town or its designee.

8. Release.

In the event the holder is issued a public trustee's deed and the Town does not exercise the option to purchase, as provided herein, the Town shall cause to be recorded in the

records of the Clerk and Recorder of Grand County a full and complete release of the Master Declaration of Covenants and Restrictions concerning the Occupancy and Resale of Property Designated by the Town of Grand Lake as a Local Employee Residence, affecting the Property, which appears in said records as Reception No. _____ . Such release shall be placed in the record within fourteen (14) days without demand therefore by the holder following expiration of the option and a certified copy of the release shall be mailed to the holder upon its recordation.

9.Perpetuities Savings Clause.

If any of the terms, covenants, conditions, restrictions, uses, limitations, obligations or options created by this Option to Buy shall be unlawful or void for violation of: (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing like or similar time limits, then such provision shall continue only for a period of the lives of the current duly elected and seated members of the Board of Trustees of the Town of Grand Lake, Colorado, their now living descendants, if any, and the survivors of them, plus twenty-one (21) years.

10.Successors and Assigns.

Except as otherwise provided herein, the provisions and covenants contained herein shall inure to and be binding upon the heirs, successors and assigns of the parties hereto.

11.Modifications.

The parties hereto agree that any modification to this Option to Buy shall be effective only when made by writings signed by all parties and recorded with the Clerk and Recorder of Grand County, Colorado.

EXHIBIT "E"**RIGHT OF FIRST REFUSAL AGREEMENT**

THIS RIGHT OF FIRST REFUSAL AGREEMENT ("Agreement") is dated _____, 20____, by and between _____ (the "Buyer"), and the Town of Grand Lake, Colorado, a Colorado municipal corporation (the "Town").

RECITALS

WHEREAS, Buyer is the owner of the real property described as _____, Town of Grand Lake, Grand County, Colorado (the "Property"); and

WHEREAS, the Buyer desires to grant to the Town, for a period of thirty (30) years beginning on the date hereof and expiring on the thirtieth (30th) anniversary of the date hereof, a right of first refusal to purchase the Property in the event a foreclosure is filed affecting the Property on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) in hand paid by the Town to the Buyer and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. If, at any time after the date of this Agreement, there shall be a foreclosure action filed related to the Property and pending, and Buyer shall desire to offer to sell the Property or any interest therein, or shall receive from a third party a bona fide offer to purchase the Property or any part thereof which the Buyer desires to accept, the Buyer, before making or accepting the offer, as the case may be, shall send the Town two (2) copies of a contract for the sale of the Property embodying the terms of the offer, both copies of which shall have been duly executed by the Buyer, together with a written notification from the Buyer of Buyer's intention to make or accept the offer embodied in the contract, as the case may be, if the offer is not accepted by the Town. The Town shall have the right, within thirty (30) days of the receipt of the contract and the written notice, to purchase the Property or such part thereof on the terms and conditions set forth in the contract. In the event the Town elects to accept the offer embodied in the contract, the Town must do so by executing one (1) copy of the contract and returning it to the Buyer within twenty-one (21) days of receipt of such contract.

2. If the Town does not accept the offer embodied in the contract within the twenty-one (21) day period provided in paragraph 1 hereof, then the offer to the Town embodied in the contract shall be deemed withdrawn and the Buyer shall be free for a period of six (6) months from the expiration of the twenty-one (21) day period to sell or offer to sell the Property or such part thereof to third parties on terms not less favorable to the Buyer than those set forth in the contract and clear of this Right of First Refusal. In the event the Property or such part thereof is

not sold to a third party within the six (6) month period, then any further offer to sell or to purchase the Property or any part thereof must first be submitted to the Town in accordance with the provisions of paragraph 1.

3. In the event the Buyer shall, during the aforesaid six (6) month period (or during a subsequent six (6) month period as in this paragraph 3 provided), decide to revise the terms of its offer so that the Property or any part thereof shall be offered for sale upon terms less favorable to the Buyer than those contained in any contract previously submitted to the Town, or shall receive from a third party a bona fide offer to purchase the Property or any part thereof on less favorable terms, which offer the Buyer is willing to accept (such less favorable terms, which offer the Buyer is willing to accept, being hereinafter referred to as a "New Offer"), then the Buyer shall, with respect to each such New Offer, before offering the Property or such part thereof for sale to others on the terms embodied in the New Offer, or accepting the New Offer, as the case may be, offer to sell the Property or such part thereof to the Town on the terms contained in the then current New Offer. The terms of the New Offer shall be embodied in a new contract for the sale of the Property or such part thereof, which shall be submitted to the Town in accordance with the requirements of paragraph 1 above. If the Town shall not accept the New Offer within twenty-one (21) days after the receipt of the new contract and the written notice referred to in paragraph 1 above, then the Buyer shall be free for a period of six (6) months from the expiration of the twenty-one (21) day period to sell or offer to sell the Property or such part thereof to third parties on terms not less favorable to the Buyer than those contained in the New Offer free and clear of this Right of First Refusal; provided, however, that in the event the Property or such part thereof is not sold to a third party within the six (6) month period, then any further offers with respect to the Property or any part thereof must be submitted to the Town in accordance with the provisions of paragraph 1.

4. In the event the Town fails to purchase the Property in accordance with this Right of First Refusal Agreement and the Buyer sells the Property to a third party in accordance with this Right of First Refusal Agreement, the Town shall cause to be recorded in the records of the Clerk and Recorder of Grand County a full and complete release of the Master Declaration of Covenants and Restrictions Concerning the Occupancy and Resale of Property Designated by the Town of Grand Lake as a Local Employee Residence, affecting the Property, which appears in said records as Reception No. _____. Such release shall be placed of record within fourteen (14) days following sale of the Property and a certified copy of the release shall be mailed to the third party purchaser upon its recordation.

5. This Agreement shall be subordinate and junior to the legal operation and effect of any present or future bona fide first priority mortgage or deed of trust which is now or hereafter becomes a lien on the Property.

6. The Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, heirs and assigns.

My commission expires: _____ Notary Public: _____

The above and foregoing instrument was acknowledged before me
_____, 20____, by _____.

Witness my hand and official seal.

My commission expires: _____ Notary Public: _____

EXHIBIT “F”**TOWN OF GRAND LAKE
LOCAL EMPLOYEE RESIDENCY PROGRAM (LERP)
CUSTOMARY CLOSING COSTS**

Closing costs are the fees and expenses, over and above the sale price of the property, incurred by the buyer and seller in the property ownership transfer. Although some of the closing costs can be negotiated at the time of sale, the Town of Grand Lake’s Local Employee Residency Program identifies the customary closing costs that the buyer and seller will be responsible for. Any and all units created by and through the Town of Grand Lake’s Local Employee Residency Program will adhere to the following customary closing costs.

Qualified Buyer:

The Qualified Buyer will be responsible for costs incurred from the following:

- Sales Administration Fee
- Mortgage Origination Fee
- Mortgage Discount Points
- Radon and/or Termite Inspection(s)
- Appraisal Fee(s)
- Tax Service Fee
- Document Preparation Fee(s)
- Mortgage (Lender) Title Insurance Policy
- Title Insurance Endorsements
- Flood Certification Fee
- No greater than 2% of the real estate sales commission

Seller (Declarant):

The Seller will be responsible for costs incurred from the following:

- Title Search
- Owners Title Insurance Policy
- Survey
- Recording Fees
- Prorates for taxes and utilities (up to the day of closing)
- All other costs associated (as chosen by the Seller)

**Town of Grand Lake
Local Employee Residency Program (LERP)
Application Materials**

Town of Grand Lake
Local Employee Residency Program (LERP)
Application Form

RETURN TO:

Town of Grand Lake
Local Employee Residency Program
P.O. Box 99
Grand Lake, CO 80447
970-627-3435
970-627-9290 (F)

Please fully review the attached information, then complete this application form and return it with the following additional documents:

1. Proof of residency and/or employment in the Town of Grand Lake or Grand County. The applicant(s) must provide one (1) of either (a) or (b), and one (1) of (c), (d) or (e):
 - a. Copy of a current lease in your name for a property in the Town of Grand Lake or Grand County;
 - b. A current utility bill in your name for that property;
 - c. Last two (2) pay check stubs from your employer in the Town of Grand Lake or Grand County;
 - d. Income and Expense statement for the last twelve (12) months if you are self-employed in the Town of Grand Lake or Grand County; or
 - e. Letter from an employer confirming your acceptance of an offer to be employed in the Town of Grand Lake or Grand County.
 1. This supersedes the requirement of providing either (a) or (b) above and stands alone as proof of future residency and/or employment.
2. Pre-approved Loan Letter from Lender
3. Prospective Purchaser Affidavit
4. Loan Authorization Form

ALL INFORMATION IS CONFIDENTIAL

Please note that we cannot accept applications with incomplete documentation. If you have any questions, please contact the Town of Grand Lake at 970-627-3435. Staff is available to assist you with this program.

If you are applying individually, please fill out only the first column. If two (2) persons are applying for a single unit, please fill out one column for each. At least one (1) person must be fully qualified to purchase a Local Employee Residence. Be as thorough as possible. If you have any questions, please contact Town of Grand Lake Local Employee Residence Program at 970-627-3435.

Name		
Mailing Address		
Street Address		
Home Phone		
Cell Phone		
Work Phone		
E-mail Address		
Current Employer		
Contact Name		
Contact Phone		
Date of Hire		
Full/Part/Seasonal Work		
Hours/week work		

Please confirm that all contact information, e-mail, and phone numbers are accurate.

Please indicate the LERP Unit(s) you are interested in purchasing:

**Town of Grand Lake
Local Employee Residency Program (LERP)
Prospective Purchase Affidavit**

By my signature below, I hereby verify the following:

1. I wish to submit my application to participate in the Town of Grand Lake Local Employee Residency Program.
2. I have been provided with a Prospective Purchaser Application for the Local Employee Residency Program, including an Application Form, General Information Sheet, Requirements and Guidelines, a copy of the Local Employee Residence Deed Restriction and a copy of the Fannie Mae or Freddie Mac program approval letter.
3. I have fully reviewed each of these documents, and I understand my rights and obligations as detailed therein.
4. I have had the opportunity to seek professional legal and/or financial advice regarding my rights and obligations with respect to the purchase of a deed-restricted unit in the Town of Grand Lake under the Local Employee Residency Program.
5. I am willing and able to comply with all residency and occupancy requirements, annual appreciation limits, permitted capital improvement limits, resale marketing procedures and resale price limitations for deed-restricted units in the Local Employee Residency Program.
6. I have personally met with a least one (1) mortgage lender, and provided him with all current, required and pertinent financial and employment information. I also have provided the Town of Grand Lake with a letter from a mortgage lender confirming my financial pre-qualification for the purchase of a residential unit in the Local Employee Residency Program.
7. I understand that at or prior to the time of purchase of a unit in the Local Employee Residency Program, additional information may be required by the Town of Grand Lake in order to remain eligible to participate in the Local Employee Residency Program.
8. All information I have provided to the Town of Grand Lake is true and accurate. I understand that in order to remain eligible to purchase a unit in the Local Employee Housing Program, the information I have provided to the Town of Grand Lake must also be true and accurate at the time I purchase the unit.
9. I understand that if it is determined that any or all information is inaccurate or not verifiable, I will be disqualified from the application process and notified of the reasons for such disqualification.

Signature _____

Print Name _____

Date _____

**Town of Grand Lake
Local Employee Residency Program (LERP)
Authorization to Obtain a Copy of Loan Application**

By my signature below, I hereby authorize my lender to furnish a copy of my completed loan application to:

Town of Grand Lake
Local Employee Residency Program
P.O. Box 99
Grand Lake, CO 80447
970-627-3435
970-627-9290 (F)

My lender is _____ .

Signature

Signature

Print Name

Print Name

Date

Date

To the Applicant(s):

This document authorizes the Town of Grand Lake to request a copy of your actual loan document from your lender. It is not necessary to specify a lender at this time; only your authorization is required to complete your application. In the event, you sign a contract and find a lender, you must provide the Town of Grand Lake with the name of your lender. We would use this form to request a copy of your original loan document, and provide the lender with evidence that you have approved their release of the loan document to the Town of Grand Lake. If you have any questions, please contact the Town of Grand Lake at 970-627-3435.

**Town of Grand Lake
Local Employee Residency Program (LERP)
Municipal Code Information**

**TOWN OF GRAND LAKE
ORDINANCE NO. 7 – 2008**

**AN ORDINANCE CREATING MUNICIPAL CODE SECTION 12-10-3, INCLUSIONARY ZONING, AS PART
OF CHAPTER 12, ARTICLE 10, OF THE CODE OF THE TOWN OF GRAND LAKE**

WHEREAS, amendments to the Affordable Housing Regulations, Chapter 12, Article 10, of the Town of Grand Lake Code are permitted following public notice and public meeting; and,

WHEREAS, program materials, guidelines and requirements will be annually reviewed and updated, by Town Staff and adopted by Resolution by the Town Board of Trustees; and,

WHEREAS, the Town of Grand Lake Planning Commission held a public meeting, following public notification, on June 4th, 2008; and,

WHEREAS, following the public meeting, the Planning Commission recommended approval of the proposed amendments to the Affordable Housing Regulations of the Town of Grand Lake Code to the Board of Trustees; and,

WHEREAS, the Board of Trustees held a public hearing, following public notification, on July 14, 2008; and,

WHEREAS, following the public hearing, the Board of Trustees agreed with the recommendation of the Planning Commission regarding the proposed amendments to the Affordable Housing Regulations of the Town of Grand Lake Code,

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

PART 1. Section 10, Chapter 12, of the code of the Town of Grand Lake, Colorado, is hereby amended to read as follows:

Section 12-10-3: INCLUSIONARY ZONING

A. Purpose:

- (1) The purpose of this Section is to mitigate the impact of market rate housing construction on the limited supply of available land suitable for housing, and to increase the supply of housing that is attainable to a broad range of persons who work in the Town. In recent years, the cost of housing has increased at a rate much faster than the increases in household earnings. This Section will prevent the Town of Grand Lake's land use regulations applicable to residential development from having the effect of excluding housing that meets the needs of all economic groups within Grand Lake.
- (2) This Section requires new residential development to provide at least 10% of the housing that it produces to be attainable to lower and moderate income households as further defined in the Local Employee Residency Requirements and Guidelines. Local Employee Residences shall be obtainable by persons having lower and median incomes, paying not more than 33% of their household income for mortgage principal and interest payments, insurance, and property taxes including Homeowners' Association assessments. Local Employee Residences should be disbursed throughout the community and, when possible, integrated into the existing community fabric.
- (3) The Town of Grand Lake recognizes that attainable housing is a valuable community resource that needs to remain available not only for current residents and employees, but also for those who may come to the area in the future. For this reason, deed restrictions or other methods that assure that prices remain attainable over time are necessary.

B. Definitions: The terms, phrases, words and clauses used in this Section shall have the meanings assigned below. Any terms, phrases, words, and clauses not defined herein shall have the meaning as defined in other parts of the Grand Lake Municipal Code.

- (1) Area Median Income: Median family income estimates and program income limits compiled and released annually by the U.S. Department of Housing and Urban Development. Such figures shall be utilized by the Town in the establishment of initial maximum sales price for Local Employee Residences.
- (2) Development: The division of a parcel of land into five (5) or more dwellings; the construction, reconstruction, conversion, structural alteration, relocation or enlargement of any structure; any excavation, or other land disturbance; or any use or extension of use that alters the character of the property.

- (3) Local Employee Residence: A residential lot or separate dwelling unit that is deed restricted in accordance with the Town of Grand Lake's Local Employee Residency Requirements and Guidelines, and in accordance with a deed restriction approved by the Board of Trustees or its designee.
- (4) Local Employee Residency Requirements and Guidelines: The requirements and guidelines adopted by resolution of the Board of Trustees, from time to time, which may include, but shall not be limited to, standards concerning the procedure for qualifying to own or rent Local Employee Residences; the requirements (e.g., employment) for qualifying to own or rent Local Employee Residences; forms of approved deed restrictions; limitations on appreciation of sale prices of Local Resident Housing; procedures for sale of Local Employee Residences; priorities for persons bidding to purchase Local Employee Residences; occupancy requirements; size, rental, and sales price limitations; maximum sales and rental rate increases; standards for the number of residents per dwelling unit; quality of construction requirements for new Local Employee Residences; and possible incentives for the construction of Local Employee Residences. The Local Employee Residency Requirements and Guidelines, and any subsequent amendments thereto, shall be adopted following a duly noticed public hearing at which such guidelines are considered.
- C. Applicability: Local Employee Residences shall be required as a condition of approval for all residential and mixed-use developments including planned developments (PDs), subdivisions, annexations and multi-family residential development permits.
- D. Exemptions: The following development is exempt from the requirements of this Section:
- (1) Development of Local Employee Residences.
 - (2) Proposed residential development of less than five (5) dwellings to be located on one or more contiguous parcels of land held under the same or substantially the same ownership.
 - (3) Development which is exempt by virtue of a vested property right pursuant to a site specific development plan as defined and established in accordance with Section 24-68-103, C.R.S. prior to the effective date of this Section, or which is otherwise specifically exempt pursuant to a Grand Lake Municipal Code.
- E. Residential Development Requirements
- (1) Number of Local Employee Residences Required. All new residential subdivisions, a re-subdivision (which contains residential units) of an existing subdivision, new planned developments containing residential units, and mixed use residential developments approved after the effective date of this Section, containing five (5) or more residential units, shall set aside at least 10% of those units as Local Employee Residences as defined in this Section and the Town's Local Employee Residency Requirements and Guidelines. In addition, the developer of such project shall construct Local Employee Residences in accordance with the Local Employee Residency Requirements and Guidelines. For those developments of five (5) or more residential units whose calculation results in a fraction of a unit, the Local Employee Residence requirement shall be rounded to the nearest integer. In all cases one-half or .5 shall be rounded to the nearest upper integer. In cases where the result of the calculation is rounded down to an integer, that portion of the calculation which is rounded down shall be due as a cash payment for attainable housing per requirements as set forth in Grand Lake Municipal Code 12-10.
 - (2) Determination of Mix Units. The mix of Local Employee Residences available for purchase shall average a price attainable to households earning 90% of the Maximum Income Limits as set forth in the Town's Local Employee Residency Requirements and Guidelines. The attainable price shall be calculated based on mortgage principal, interest, taxes, Homeowner's Association assessments, and insurance, not to exceed 33% of gross household income. The calculation shall assume a 95% loan to value ratio, and a 30-year mortgage at prevailing interest rates. The average price may be achieved by providing units attainable to households not greater than 110% of the Maximum Income Limits as set forth in the Town's local Employee Residency Requirements and Guidelines.
 - (3) Location and Character of Local Employee Residences. Local Employee Residences shall be distributed throughout the proposed development, to the extent possible. Off-site housing may be allowed only when a unique situation is present and the Board of Trustees determines that permitting off-site housing would be in the best interest of the Town. If off-site housing is allowed, the off-site housing must be located entirely within the Town limits of the Town of Grand Lake and is subject to the Local Employee Residency Program Requirements and Guidelines. The proposed character and density of Local Resident Housing units shall be compatible with the surrounding land uses and neighborhood character, and suitable for the proposed site. Development and construction of Local Resident Housing units shall comply with all other requirements of the Grand Lake Municipal Codes.
 - (4) Schedule for Construction of Local Employee Residences. A developer shall construct the required Local Employee Residences prior to, or concurrently and proportionally with, the production of market rate housing or the sale of market rate lots. Prior to receiving development approval, the developer shall provide the Town with a proposed construction schedule for approval by the Town that clearly delineates the start and completion dates of the production of market rate units and/or the sale of market rate lots and the construction of Local Employee Residences in accordance with the Town's Local Employee Residency Requirements and Guidelines.
 - (5) Deed Restrictions. All Local Employee Residences required by this Section shall be deed restricted, in accordance with the requirements of the Local Employee Residency Requirements and Guidelines, and as approved by the Town Attorney, as to rental or ownership and occupancy by persons and as to the resale price of the unit. The deed restriction shall be provided to the developer for review at the time of approval of the developer's Local Employee Residency Plan. Prior to the issuance of any building permit within the development, the Town shall have an approved, executed and recorded deed restriction for all

Local Employee Residence lots or units in the project or phase of the project, if applicable. Such deed restrictions shall not be subject to any recorded liens or encumbrances.

F. Local Employee Residency Plan

- (1) All applications for approval of a new subdivision, a re-subdivision of an existing subdivision, new planned developments, mixed-use developments, and annexations containing five (5) or more residential units, shall be accompanied by a Local Employee Residency Plan, unless otherwise determined by the Town Planner. Such plan shall contain sufficient information to allow the Town to determine the Plan’s compliance with this Section and the Town’s Local Employee Residency Requirements and Guidelines. The local Employee Residency Plan shall include, but shall not be limited to, the information specifically required by the Town’s Local Employee Residency Requirements and Guidelines.
- (2) Upon receipt of a complete proposed Local Employee Residency Plan, the Town Planner shall evaluate the plan for compliance with this Section and the Town’s Local Employee Residency Requirements and Guidelines. The Town Planner may make a recommendation of approval, recommendation of approval with appropriate conditions, or a recommendation of denial. Following receipt of the Town Planner’s recommendation, and as a part of the Town’s procedures for review and final approval of any application for an annexation, planned development, mixed use development, or subdivision containing five (5) or more residential units, the Town Board or administrative staff member vested with authority to approve any such development may approve the Plan, approve the Plan with appropriate conditions consistent with the Town’s Local Employee Residency Requirements and Guidelines, or deny approval of such Plan. No application for annexation, planned development, mixed use development, or subdivision containing five (5) or more residential units, shall be granted unless the Local Employee Residency Plan is approved or approved subject to conditions by the Town.

PART 3. Except as specifically amended herein, the other provisions of Chapter 12, Article 10 of the Grand Lake Town Code shall remain in full force and effect.

PART 4. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or unconstitutionality of the remaining portions of this ordinance, and each section, subsection, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared invalid or unconstitutional.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 14TH DAY OF JULY, 2008.

(SEAL)

Votes Approving: 6
 Votes Opposing: 0
 Votes Abstaining: 0
 Absent:

ATTEST:

TOWN OF GRAND LAKE

/s/

Ronda Kolinske
 Town Clerk

/s/

J. Aron Rhone
 Mayor Pro-Tem

**MAXIMUM INITIAL SALES PRICE
AFFORDABILITY FORMULA
FOR YEAR 2021**

Income Limits Effective 2021

Range targeted by Housing Study

AMI=Area Median Income

AMI will change in subsequent years and sales price will also change as a result

unit size	family size	60% AMI	70% AMI	80% AMI	90%AMI	95%AMI	100%AMI	105%AMI	110%AMI	115% AMI	120%AMI
studio	1 person	33120	38640	44160	49,680	52,440	55,200	57,960	60,720	63,480	66,240
1 bedroom	1.5 person	35490	41405	47320	53,235	56,193	59,150	62,108	65,065	68,023	70,980
	2 person	37860	44170	50480	56,790	59,945	63,100	66,255	69,410	72,565	75,720
2 bedroom	3 person	42600	49700	56800	63,900	67,450	71,000	74,550	78,100	81,650	85,200
	4 person	47280	55160	63040	70,920	74,860	78,800	82,740	86,680	90,620	94,560
3 bedroom	4.5person	49200	57400	65600	73,800	77,900	82,000	86,100	90,200	94,300	98,400
	5 person	51120	59640	68160	76,680	80,940	85,200	89,460	93,720	97,980	102,240
4 bedroom	6 person	49410	60848	73200	82,350	86,925	91,500	96,075	100,650	105,225	109,800
studio		2,760	3,220	3,680	4,140	4,370	4,600	4,830	5,060	5,290	5,520
1 bedroom	annual income	2,958	3,450	3,943	4,436	4,683	4,929	5,176	5,422	5,669	5,915
2 bedroom	divided by 12	3,550	4,142	4,733	5,325	5,621	5,917	6,213	6,508	6,804	7,100
3 bedroom	=monthly income	4,100	4,783	5,467	6,150	6,492	6,833	7,175	7,517	7,858	8,200
4 bedroom		4,118	5,071	6,100	6,863	7,244	7,625	8,006	8,388	8,769	9,150
studio		911	1,063	1,214	1,366	1,442	1,518	1,594	1,670	1,746	1,822
1 bedroom	monthly income x	976	1,139	1,301	1,464	1,545	1,627	1,708	1,789	1,871	1,952
2 bedroom	0.33	1,172	1,367	1,562	1,757	1,855	1,953	2,050	2,148	2,245	2,343
3 bedroom	=max housing expenses	1,353	1,579	1,804	2,030	2,142	2,255	2,368	2,481	2,593	2,706
4 bedroom		1,359	1,673	2,013	2,265	2,390	2,516	2,642	2,768	2,894	3,020
studio		411	563	714	866	942	1,018	1,094	1,170	1,246	1,322
1 bedroom	Amount available for PITI	476	639	801	964	1,045	1,127	1,208	1,289	1,371	1,452
2 bedroom	considers \$500	672	867	1,062	1,257	1,355	1,453	1,550	1,648	1,745	1,843
3 bedroom	for HOA & interest, taxes, H	853	1,079	1,304	1,530	1,642	1,755	1,868	1,981	2,093	2,206
4 bedroom		859	1,173	1,513	1,765	1,890	2,016	2,142	2,268	2,394	2,520

MAXIMUM SALES PRICES BY BEDROOM COUNT

studio	use interest	\$98,490	\$134,884	\$171,278	\$207,672	\$225,869	\$244,066	\$262,263	\$280,460	\$298,657	\$316,854
1 bedroom	rate of 3.3%	\$114,115	\$153,114	\$192,112	\$231,111	\$250,610	\$270,109	\$289,608	\$309,107	\$328,607	\$348,106
2 bedroom	to calculate max	\$160,992	\$207,804	\$254,615	\$301,426	\$324,832	\$348,238	\$371,643	\$395,049	\$418,455	\$441,860
3 bedroom	affordable sales price	\$204,507	\$258,571	\$312,635	\$366,698	\$393,730	\$420,762	\$447,794	\$474,826	\$501,858	\$528,890
4 bedroom	then increase by 5% to account for down payment	\$205,892	\$281,301	\$362,743	\$423,070	\$453,233	\$483,397	\$513,561	\$543,724	\$573,888	\$604,051



TOWN OF
GRAND LAKE

January 10, 2022

To: Mayor Kudron and Town Trustees
From: Jennifer Thompson, Town Clerk *J.T.*
RE: Special Events Liquor Permit Approval

An application for a Special Event Liquor Permit was received from the Grand Lake Chamber of Commerce with the certificate of good standing as a non-profit, appropriate fee and diagram showing liquor boundaries at Gene Stover Lakefront Park.

The request is to sell malt, vinous and spirituous liquor by the drink for consumption on the premises only for their Annual Pond Hockey tournament to be held Saturday, January 22, 2022, from 8 a.m. to 8 p.m. on Grand Lake and the lakefront park.

Grand Lake Chamber of Commerce qualifies for a Special Events Liquor Permit in that it is incorporated with the State of Colorado as a non-profit, and has not received more than 15 Special Events Liquor License Permits for 2022, this is their *first* request. The proposed location is more than 500 feet from any educational institution; therefore, State Statute does not prohibit liquor from being sold from this location.

Public notice was posted on the premises on January 1, 2022. The Grand County Sheriff's Department reviewed the application and found no adverse information which would affect this permit.

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

Suggested Motion:

I move to approve the Special Events Liquor Permit Application from the Grand Lake Chamber of Commerce for their Annual Pond Hockey tournament to be held Saturday, January 22, 2022, from 8 a.m. to 8 p.m. on Grand Lake and Lakefront Park.

P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099

PH. 970/627-3435

FAX 970/627-9290

E-MAIL: town@townofgrandlake.com

Application for a Special Events Permit

Departmental Use Only
E339



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

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

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

1. Name of Applicant Organization or Political Candidate GRAND LAKE Chamber		State Sales Tax Number (Required) 01201097-0000
2. Mailing Address of Organization or Political Candidate (include street, city/town and ZIP) P.O. Box 429 14700 US Hwy 34 GRAND LAKE, CO. 80447	3. Address of Place to Have Special Event (include street, city/town and ZIP) Pond Hockey 1117 Lake Avenue GRAND LAKE, CO. 80447	

4. Authorized Representative of Qualifying Organization or Political Candidate Emily Hagen	Date of Birth 5/25/1986	Phone Number 303-653-3694
Authorized Representative's Mailing Address (if different than address provided in Question 2.)		

5. Event Manager Emily Hagen	Date of Birth 5/25/1986	Phone Number 303-653-3694
Event Manager Home Address (Street, City, State, ZIP) 198 CR. 469 B 231 GRAND LAKE CO 80447	Email Address of Event Manager emily@grandlakechamber.com	

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

8. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed? Yes No

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

Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	Date	Hours	From	To	
1-22-2022																				
		8A	8P																	

Oath of Applicant

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

Signature emily hagen	Title EXEC. DIRECTOR	Date 12-16-21
---------------------------------	--------------------------------	-------------------------

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

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

THEREFORE, THIS APPLICATION IS APPROVED.

Local Licensing Authority (City or County)	<input type="checkbox"/> City <input type="checkbox"/> County	Telephone Number of City/County Clerk
--	--	---------------------------------------

Signature	Title
-----------	-------

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

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



GRAND COUNTY SHERIFF'S OFFICE

E360

BRETT D. SCHROETLIN
SHERIFF

WAYNE SCHAFFER
UNDERSHERIFF

1-3-2022

TO: Grand Lake Area Chamber of Commerce

ATTN: Jenn Thompson

RE: Special Event Liquor Permit-
Pond Hockey Tournament
Gene Stover Lake Front Park
1117 Lake Ave
Grand Lake CO

The Grand County Sheriff's Office has completed a background check on:

Event Manager/Executive Director
Emily Hagen

Grand Lake Chamber
147 US Hwy 34
Grand Lake CO 80447

We have no record of negative information on the above establishment.

The Grand County Sheriff's Office recommendation is:

No reason found to disapprove this establishment at this time.

Disapproval.

Carolyn Motz
Support Services

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

GRAND LAKE CHAMBER OF COMMERCE

is a

Nonprofit Corporation

formed or registered on 07/10/1946 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871111053 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/17/2021 that have been posted, and by documents delivered to this office electronically through 12/20/2021 @ 11:41:34 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/20/2021 @ 11:41:34 in accordance with applicable law. This certificate is assigned Confirmation Number 13664717 .



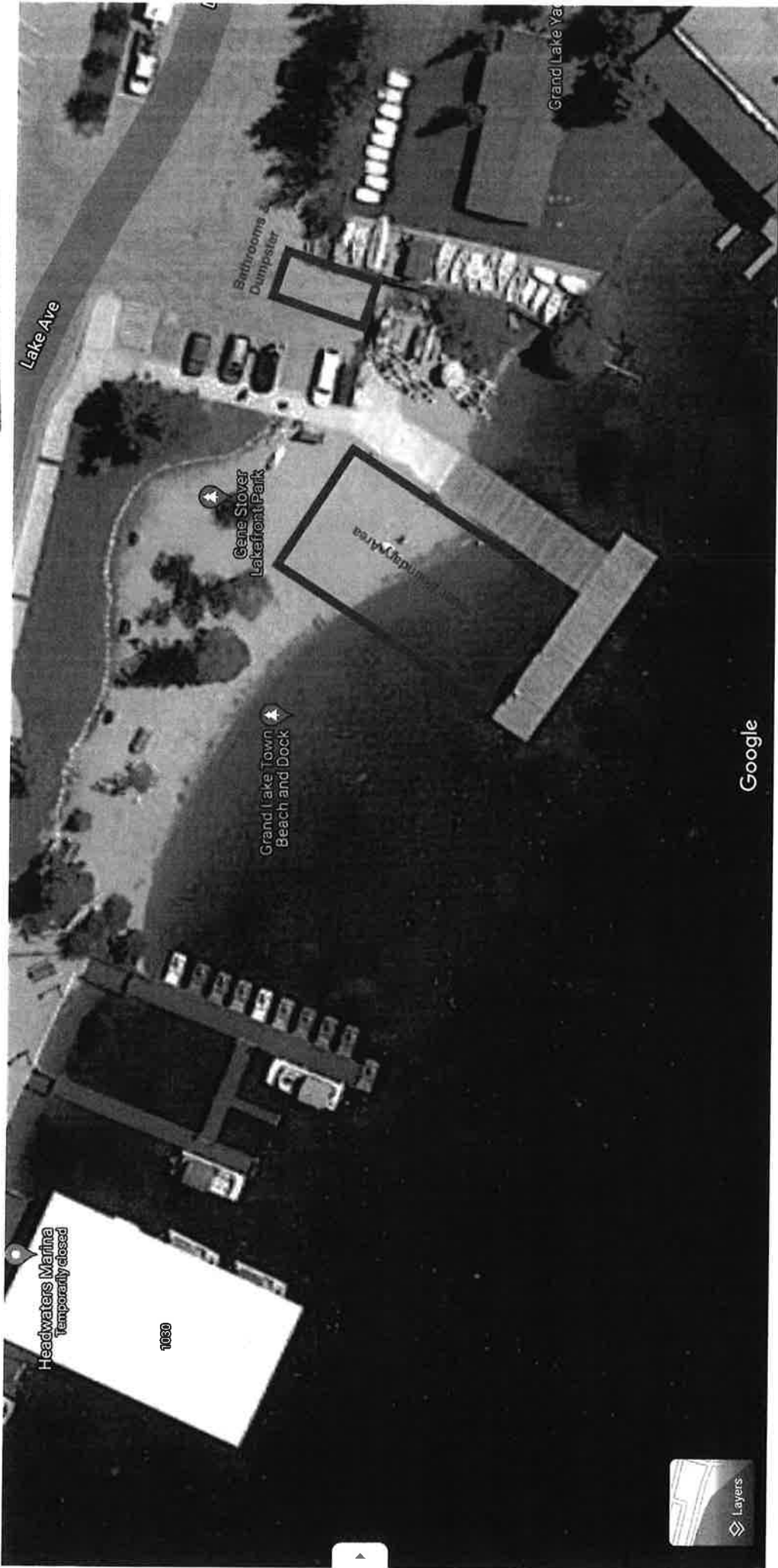
Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

RECEIVED
DEC 14 2021
By _____



E362



To: Mayor Kudron and the Board of Trustees
From: Heike Wilson, Town Treasurer
Re: Approval of supplemental budget for 2021 and 2022
Date: January 6, 2022

Background

Additional revenues were awarded and/or received in 2021 and/or in 2022 for the following projects.

- MSOB-G1044 – Grand Lake Open for Business 2021-2022
- EV Project
- Colorado Tree Coalition Grant
- Revitalizing Main Street Revenue

Also, after reviewing the 2021 budget it was noticed that the Streetscape funding of \$125,000 was listed twice under two different accounts. We are eliminating the one under 10-931-974.

Also, after reviewing the 2021 budget the Streetscape expenses were not broken out into the appropriate expense line items. And after reviewing the invoices for the project which are not broken down in a way to categorize them into different line items it was decided to just have one Streetscape expense item. All invoices are located at the Town Hall for review if needed.

To comply with state statute 29-1-109, the Board must approve two resolutions for the 2021 & 2022 Budget Supplemental Appropriation.

Motion

If the Board of Trustees desires to approve the 2021 and 2022 Supplemental Appropriation, it may do so by approving the following motions:

I move to adopt Resolution 01-2022, A Resolution for supplemental budget & appropriation for for the Town of Grand Lake, Colorado, for the Calendar Year 2021.

I move to adopt Resolution 02-2022, A Resolution for supplemental budget & appropriation for for the Town of Grand Lake, Colorado, for the Calendar Year 2022.

**TOWN OF GRAND LAKE BOARD OF TRUSTEES
RESOLUTION FOR SUPPLEMENTAL BUDGET AND APPROPRIATION
RESOLUTION NO. 02-2022**

A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY FOR GRANT MONIES AWARDED FOR THE TOWN OF GRAND LAKE, COLORADO, FOR THE 2022 BUDGET YEAR.

WHEREAS, the Department of Local Affairs has awarded The Town of Grand Lake \$958,782.10 for MSOB-G1044 – Grand Lake Open for Business 2021-2022 project (half the funds were for 2021 and half for 2022). The project consists of providing funding for façade improvements and/or energy efficient projects in the Town of Grand Lake.

WHEREAS, the Colorado Tree Coalition has awarded The Town of Grand Lake \$1,500 funds to purchase trees for the Town of Grand Lake. The project consists of purchasing trees.

WHEREAS, the Colorado Department of Transportation has awarded The Town of Grand Lake \$100,000; with \$10,000 matching funds from in-kind contributions, staff time from public department to assemble, install and place the equipment for Revitalizing Main Streets Program Opp 2 SB 110 2021 project. The project consists of downtown improvements by providing benches, bicycle racks, replacing old picnic tables, replacing old play equipment, wildlife-proofing waste bins and dog-waste stations in the Town of Grand Lake.

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

the 2021 Budget Grant Revenues for the MSOB – G1044 Open for Business 2021-2022 is hereby added in grant revenues in the amount of \$479,391.05 and expensed in the amount of \$481,310.98 for the following purpose: for façade improvements and/or energy efficient projects in the Town of Grand Lake.

the 2021 Budget Grant Revenues for more trees is hereby added in grant revenues in the amount of \$1,500 and expensed in the amount of \$1,500 for the following purpose: purchase trees for the Town of Grand Lake.

the 2021 Budget Grant Revenues for Revitalizing Main Streets Program Opp 2 SB 110 2021 is hereby added in grant revenues in the amount of \$110,000 and expensed in the amount of \$110,000 for the following purpose: downtown improvements by providing benches, bicycle racks, replacing old picnic tables, replacing old play equipment, wildlife-proofing waste bins and dog-waste stations in the Town of Grand Lake.

ADOPTED, this 10th day of January 2022.

(S E A L)

Votes Approving:
Votes Opposed:

Absent:
Abstained:

ATTEST:

TOWN OF GRAND LAKE

Jennifer Thompson
Town Clerk

Steve Kudron
Mayor

**TOWN OF GRAND LAKE BOARD OF TRUSTEES
RESOLUTION FOR SUPPLEMENTAL BUDGET AND APPROPRIATION
RESOLUTION NO. Resolution 01-2022**

A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY FOR MONIES AWARDED FOR THE TOWN OF GRAND LAKE, COLORADO, FOR THE 2021 BUDGET YEAR.

WHEREAS, the Department of Local Affairs has awarded The Town of Grand Lake \$958,782.10 for MSOB-G1044 – Grand Lake Open for Business 2021-2022 project (half the funds are for 2021 and half for 2022). The project consists of providing funding for façade improvements and/or energy efficient projects in the Town of Grand Lake.

WHEREAS, The Town of Grand Lake has partnered with Mountain Park Electric to install two electric vehicle charging stations in the Town of Grand Lake as part of the EV Project. The cost of the project totals \$186,895. We have been awarded \$87,886.13 in capital credits from Mountain Parks Electric; \$70,000 from Colorado Energy Office Charge Ahead Colorado Grant and \$10,000 rebate from Mountain Parks Electric for a total amount of project contributions of \$167,886.13. The Town of Grand Lake will be responsible for \$19,008.87 for the project.

WHEREAS, the 2021 Budget stated Streetscape funding of \$125,000 for account 10-931-974 and 90-931-912 when only one \$125,000 funding was to be issued.

WHEREAS, the 2021 Budget Streetscape Capital Improvement Project was broken down into Maintenance, Plan/Project Manager, Below Ground, Above Ground, Misc. and Landscaping which is tough to breakdown into these categories since the contractor invoices are not broken down this way.

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

the 2021 Budget Grant Revenues for the MSOB – G1044 Open for Business 2021-2022 is hereby added in grant revenues in the amount of \$479,391.05 and expensed in the amount of \$477,481.12 for the following purpose: for façade improvements and/or energy efficient projects in the Town of Grand Lake.

the 2021 Budget Revenues for EV Project is hereby added in projected revenues in the amount of \$188,360 and expenses in the amount of \$207,368.87 for the following purpose: two electrical car charging stations.

the 2021 Budget Revenues has been decreased by \$125,000 and eliminated from 10-931-974.

The 2021 Budget expenses for the Streetscape Project will be shown in one line item 90-931-910.

ADOPTED, this 10th day of January 2022.

(S E A L)

Votes Approving:
Votes Opposed:
Absent:
Abstained:

ATTEST:

TOWN OF GRAND LAKE

Jennifer Thompson
Town Clerk

Steve Kudron
Mayor

	A	B	C	D	E	F	G	H	I
			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
2									
3		General Fund - Revenues							
4		Taxes							
5	10-311-100	Property Taxes	\$274,602	\$274,592	\$280,701	\$280,701	\$310,000	\$333,658	2021 Mill Levy = 6.812- UPDATED 10/7/2020
6									
7	10-311-110	Specific Ownership	\$15,000	\$23,541	\$18,000	\$18,000	\$15,000	\$15,000	Property tax on vehicles
8	10-311-120	Interest & Penalty - Property Tax	\$550	\$700	\$550	\$550	\$250	\$300	
9	10-311-130	Motor Vehicle Use Tax	\$33,000	\$48,200	\$38,000	\$38,000	\$30,000	\$40,000	4% - Use (sales) tax on vehicles - from Clerk & Rec by check
10	10-311-140	Sales Tax	\$1,398,867	\$1,736,567	\$1,659,230	\$1,659,230	\$1,800,000	\$1,741,825	4% Actual 1/20-6/20 + 07/19-12/19, less 3.5%
11	10-311-150	Building Use Tax	\$30,000	\$56,956	\$30,000	\$30,000	\$30,000	\$45,000	Revenue based on permits closed, not issued (year end adjustment)
12	10-311-160	Cigarettes-Select Sales Tax	\$3,300	\$3,962	\$3,300	\$3,300	\$2,500	\$3,000	
13	10-316-170	Cable Franchise Fees	\$22,000	\$22,326	\$22,000	\$22,000	\$20,000	\$21,000	5% gross revenues, paid quarterly
14	10-316-171	Telephone Franchise	\$4,500	\$3,604	\$3,500	\$3,500	\$5,700	\$5,500	\$1/mo. per account, paid quarterly
15	10-316-172	Electric Franchise	\$30,000	\$34,332	\$30,000	\$30,000	\$30,000	\$30,000	2%, paid quarterly
16	10-316-173	Natural Gas Franchise	\$13,000	\$14,676	\$13,000	\$13,000	\$10,000	\$11,000	3% gross revenues, paid monthly
17			<u>\$1,824,819</u>	<u>\$2,219,455</u>	<u>\$2,098,281</u>	<u>\$2,098,281</u>	<u>\$2,253,450</u>	<u>\$2,246,283</u>	
18		Licenses & Permits							
19	10-321-100	Liquor License	\$4,500	\$2,408	\$2,500	\$2,500	\$4,500	\$4,500	
20	10-321-120	Town Sales Tax License	\$400	\$475	\$400	\$400	\$550	\$500	\$5 Town Sales Tax Licenses Road & Bridge registration fees - paid electronically by GC Treasurer with
21	10-321-130	Motor Vehicle License	\$2,300	\$3,043	\$2,000	\$2,000	\$1,200	\$2,000	Property Taxes
22	10-321-140	Sign Permit	\$300	\$555	\$300	\$300	\$200	\$300	Includes Town Off Premise Sign Fees
23	10-321-150	Grading Permit	\$100	\$75	\$200	\$200	\$200	\$200	
24	10-321-160	Animal License	\$100	\$65	\$100	\$100	\$125	\$150	
25	10-321-170	Encroachment Permit/Lic	\$500	\$455	\$300	\$300	\$350	\$400	
26	10-321-175	Business License	\$50,625	\$31,097	\$30,000	\$30,000	\$25,387	\$30,000	\$750 license; STR Helper software renewal \$12,000; Remaining revenue transferred to Attainable Housing Fund at year end, funds usually given to
27	10-321-180	Nightly Rental License	\$75,000	\$65,700	\$84,000	\$84,000	\$72,600	\$70,000	Chamber (2019 \$30K)
28	10-321-190	Boardwalk Sales Permit	\$0	\$170	\$150	\$150	\$75	\$150	
29			<u>\$133,825</u>	<u>\$104,042</u>	<u>\$119,950</u>	<u>\$119,950</u>	<u>\$105,187</u>	<u>\$108,200</u>	

	A	B	C	D	E	F	G	H	I
			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
30		General Fund - Revenues							
31		Intergovernmental							
32	10-335-130	Grand Cnty Road & Bridge	\$7,231	\$6,492	\$6,492	\$6,492	\$6,492	\$6,492	Actual number from Road & Bridge received in December CV x 0.000179
33	10-335-200	Highway User Tax Fund	\$34,065	\$40,514	\$31,000	\$31,000	\$31,000	\$30,000	
34	10-335-800	Conservation Trust Fund	\$2,000	\$2,858	\$2,000	\$2,000	\$1,800	\$2,000	
35	10-335-900	Other Intergovernmental	\$1,200	\$1,465	\$1,200	\$1,200	\$500	\$1,000	State Severance Tax & Federal Mineral Funds
36			<u>\$44,496</u>	<u>\$51,330</u>	<u>\$40,692</u>	<u>\$40,692</u>	<u>\$39,792</u>	<u>\$39,492</u>	
37									
38		Charges for Services							
39	10-341-100	Court Fees	\$0	\$80	\$0	\$0	\$0	\$0	
40	10-341-200	Cemetery	\$6,500	\$6,250	\$5,000	\$5,000	\$4,000	\$3,200	Perpetual Care & Reservation Fees (3 cremations, 1 traditional)
41	10-341-201	Headstone Deposit	\$1,800	\$1,400	\$1,000	\$1,000	\$1,000	\$1,000	Deposits paid until placement of headstone can be made x 4
42	10-341-300	Zoning & Subdivision Review	\$12,000	\$14,769	\$2,000	\$2,000	\$300	\$2,000	
43	10-341-400	Attainable Housing Fee	\$5,000	\$24,094	\$2,000	\$2,000	\$500	\$2,000	Based on new construction paid at building permit pick-up
44	10-341-500	EV Charging Station	\$200	\$674	\$300	\$300	\$400	\$300	
45	10-341-600	Fuel Depot Surcharge	\$1,000	\$1,743	\$1,000	\$1,000	\$4,500	\$1,000	
46	10-341-625	Special Event/Materials Recovery Fee	\$0	\$0	\$10,000	\$10,000	\$0	\$0	
47	10-341-700	Copies/Faxes/Soda	\$200	\$72	\$100	\$100	\$50	\$100	
48	10-341-850	Nightly Rental Application Fee	\$1,200	\$2,930	\$1,200	\$1,200	\$3,000	\$1,200	
49	10-350-101	GL Center - Rental Fees	\$32,000	\$45,112	\$17,600	\$17,600	\$17,600	\$17,600	
50	10-350-111	GL Center - (T) Merch Sales	\$2,000	\$950	\$1,000	\$1,000	\$0	\$0	
51	10-350-115	GL Center - (N) Merch Sales	\$0	\$159	\$0	\$0	\$100	\$0	
52	10-350-121	GL Center - Memberships	\$42,000	\$45,266	\$54,660	\$54,660	\$25,000	\$30,000	Incl. Employee GLC Membership Benefit
53	10-350-131	GL Center - Rec Fees	\$0	\$0	\$17,600	\$17,600	\$4,000	\$12,000	
54	10-350-201	GL Center - Donations	\$0	\$1,950	\$0	\$0	\$0	\$0	
55			<u>\$103,900</u>	<u>\$145,449</u>	<u>\$113,460</u>	<u>\$113,460</u>	<u>\$60,450</u>	<u>\$70,400</u>	
56		Fines and Forfeitures							
57	10-351-100	Ordinance/Traffic Fines	\$0	\$100	\$0	\$0	\$0	\$0	
58									
59		Fees and Leases							
60	10-353-180	Rent - Visitors Center	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	VC Service Agreement requirement for Maintenance on VC; See 10-415-723.
61									

	A	B	C	D	E	F	G	H	I
			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
62		General Fund - Revenues							
63		Net Investment Income							
64	10-355-100	Interest Revenue	\$18,000	\$25,872	\$18,000	\$18,000	\$15,000	\$18,000	
65									
66		Other Revenue							
67	10-334-210	Orton - Comm Heart & Soul	\$10,000	\$15,000	\$10,000	\$10,000	\$5,000	\$0	Exp 10-415-355
68	10-334-900	Grants - Other	\$25,000	\$0	\$25,000	\$25,000	\$25,000	\$0	
69	10-360-130	Municipal Fee	\$0	\$155	\$0	\$0	\$50	\$50	Muni fee penalty
70	10-360-140	Rents - Land, Buildings	\$10,500	\$12,820	\$10,000	\$10,000	\$8,000	\$10,000	Pavilion, Comm. House, Lakefront Park, Lakefront to RM SUP, etc.
71	10-360-160	Rent - Enterprise Fund Sites	\$2	\$2	\$2	\$2	\$2	\$2	Marina, PAYT
72	10-360-190	Gifts - Donations	\$0	\$0	\$0	\$0	\$0	\$0	
73	10-360-200	Misc. Revenues-General	\$6,500	\$41,882	\$7,000	\$7,000	\$1,000	\$5,000	
74	10-360-230	Memorial Benches	\$600	\$0	\$0	\$0	\$0	\$0	
75			<u>\$52,602</u>	<u>\$69,859</u>	<u>\$52,002</u>	<u>\$52,002</u>	<u>\$39,052</u>	<u>\$15,052</u>	
76		Contributions							
77	10-377-200	Capital Contribs (Interfund)	\$130,000	\$24,420	\$100,000	\$100,000	\$25,000	\$0	
78									
79		Capital Specific Revenue							
80	10-360-110	Sale of Assets	\$0	\$700	\$25,000	\$25,000	\$0	\$25,000	2021 sell fleet; one truck and subaru
81	10-377-350	Developer Letter of Credit	\$0	\$0	\$0	\$0	\$0	\$0	
82	10-377-100	Capital Lease Proceeds	\$81,000	\$68,927	\$0	\$0	\$0	\$0	
83	10-377-120	Certificate of Participation	\$0	\$0	\$0	\$0	\$0	\$1,565,000	Funds in, expense is 10-952-970
84	10-377-140	Grants - Capital	\$332,047	\$0	\$175,962	\$175,962	\$150,500	\$440,000	2020: Space to creat grants, 225,000 grant and 325,000 grant less the 110K already spent
85	10-377-150	CDOT Off-System Bridge Program	\$671,983	\$719,966	\$0	\$0	\$0	\$0	
86	10-377-154	CO Parks & Wildlife	\$0	\$0	\$0	\$0	\$0	\$0	
87	10-377-157	DOLA Tier 1 EIAF #07832 - W Portal Br	\$0	\$0	\$0	\$0	\$0	\$0	
88			<u>\$1,085,030</u>	<u>\$789,593</u>	<u>\$200,962</u>	<u>\$200,962</u>	<u>\$150,500</u>	<u>\$2,030,000</u>	
89		Total Revenues	\$3,395,172	\$3,432,621	\$2,745,847	\$2,745,847	\$2,690,931	\$4,529,927	

	A	B	C	D	E	F	G	H	I
			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
90		General Fund - Expenditures							
91		Cemetery Committee							
92	10-410-211	General Supplies/Misc Expenses	\$3,900	\$152	\$4,500	\$4,500	\$2,500	\$4,500	\$2,000 Mapping; \$2,500 General Supplies
93	10-410-215	Grave Markers	\$2,800	\$2,190	\$1,675	\$1,675	\$1,325	\$3,050	1050 for 7 new @150 each, 2000 for refunds
94	10-410-242	General Maintenance	\$4,000	\$0	\$4,000	\$4,000	\$2,565	\$4,000	General maintenance (tree removal)
95			<u>\$10,700</u>	<u>\$2,342</u>	<u>\$10,175</u>	<u>\$10,175</u>	<u>\$6,390</u>	<u>\$11,550</u>	
96									
97		Planning Commission/Board of Adjustments							
98	10-412-211	General Office Supplies	\$1,000	\$1,002	\$1,000	\$1,000	\$1,000	\$1,000	based on overall Admin General Office Supplies expense
99	10-412-311	Postage/Ads/Legal Notices	\$2,000	\$1,398	\$2,200	\$2,200	\$19	\$1,000	
100	10-412-314	Purchased Services	\$10,000	\$5,118	\$10,000	\$10,000	\$6,520	\$2,000	Reimbursable from developers/owners
101	10-412-319	Miscellaneous Services	\$100	\$0	\$100	\$100	\$0	\$300	
102	10-412-320	Computer Hardware/Software	\$0	\$0	\$0	\$0	\$0	\$7,000	
103	10-412-351	Planning Legal Services	\$2,000	\$6,357	\$2,000	\$2,000	\$0	\$3,000	Rezoning and development, Town expects reimbursement from developers for expenses incurred in connection with development.
104	10-412-370	Training/Travel	\$0	\$0	\$0	\$0	\$1,500	\$6,000	Planner in Admin, classes, online seminar
105	10-412-380	Comp Plan Update	\$38,000	\$3,812	\$50,000	\$50,000	\$47,554	\$0	
106			<u>\$53,100</u>	<u>\$17,687</u>	<u>\$65,300</u>	<u>\$65,300</u>	<u>\$56,593</u>	<u>\$20,300</u>	
107									
108		Greenways Committee							
109	10-414-211	General Supplies	\$1,100	\$1,103	\$2,000	\$2,000	\$1,100	\$2,000	Hilly Lawn-Fuel (\$1100 for fuel purchases elsewhere-1,700 mile equivalent); GL Hardware; Flowering of Grand Lake supplies
110	10-414-238	Trees/Shrubs/Plantings	\$6,000	\$6,679	\$6,000	\$6,000	\$6,000	\$6,500	Requested a \$500 increase for additional plantings/planters and increase in costs of goods
111	10-414-241	Arbor Day Supplies	\$150	\$215	\$250	\$250	\$200	\$250	Arbor Day programs for Tree City USA requirements; Seedlings from CSU Extension
112	10-414-319	Contract Labor	\$35,803	\$35,803	\$36,698	\$36,698	\$36,698	\$38,535	2021: Increase of 5% hourly based on 40 hour week is \$37.05
113	10-414-726	Miscellaneous Services	\$150	\$0	\$150	\$150	\$0	\$150	
114	10-414-870	Contingency	\$150	\$0	\$150	\$150	\$0	\$150	
115			<u>\$43,353</u>	<u>\$43,800</u>	<u>\$45,248</u>	<u>\$45,248</u>	<u>\$43,998</u>	<u>\$47,585</u>	
116									

	A	B	C	D	E	F	G	H	I
			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
117		General Fund - Expenditures							
118		Board of Trustees							
119	10-413-142	Workers' Compensation	\$250	\$149	\$309	\$309	\$350	\$309	
120	10-413-211	Office/meeting supplies	\$0	\$0	\$0	\$0	\$0	\$2,400	New account for meeting supplies for 2021
121	10-413-215	Elections	\$250	\$31	\$2,000	\$2,000	\$3,000	\$2,000	
122	10-413-316	Dues/Memberships	\$7,500	\$7,626	\$7,700	\$7,700	\$7,500	\$7,700	Empl Council, CAST, CML, NWCCOG/RRR/QQ, Club 20, 3 Lakes Watershed, GCWIN, I-70 Coalition, Arbor Day Foundation, Downtown CO Inc, Rky Mtn Conservancy
123	10-413-370	Training/Travel	\$7,000	\$6,636	\$7,500	\$7,500	\$2,000	\$7,500	Currently booking meeting supplies here, will move for future
124	10-413-460	Long Range/Misc	\$1,000	\$1,300	\$1,500	\$1,500	\$1,200	\$500	BOT retreat facilitator and misc. expenses
125	10-413-461	Appreciation Program	\$3,300	\$2,876	\$3,300	\$3,300	\$1,128	\$3,000	Appreciation Dinner; Misc appreciation expenses
126	10-413-462	Computer Equip/Hardware	\$1,000	\$1,546	\$1,000	\$1,000	\$476	\$1,000	
127	10-413-463	Water Quality Issues	\$1,000	\$0	\$1,000	\$1,000	\$0	\$0	GCWIN - Continued toxin monitoring
128	10-413-465	Computer Software	\$425	\$425	\$425	\$425	\$950	\$1,000	Liberty software annual support - was in ADMIN
129	10-413-870	Board Contingency	\$250	\$0	\$250	\$250	\$350	\$250	
130	10-413-452	Headwaters Trails Alliance	\$4,500	\$4,500	\$4,500	\$4,500	\$4,500	\$0	
131	10-413-722	Grand Lake Trail Grooming	\$22,500	\$22,500	\$22,500	\$22,500	\$22,500	\$0	
132	10-413-723	Grand Lake Historical Soc	\$3,610	\$3,610	\$347	\$347	\$347	\$0	
133	10-413-728	Miscellaneous Donations	\$1,500	\$150	\$500	\$500	\$37,500	\$50,000	Fire Relief- Business Support - Attachment A
134	10-413-731	Grnd Cnty Council on Aging	\$3,600	\$3,600	\$3,600	\$3,600	\$3,600	\$0	
135	10-413-782	Advocates	\$1,350	\$1,350	\$1,350	\$1,350	\$1,350	\$0	
136	10-413-793	GL Fireworks Org.	\$12,600	\$12,600	\$10,000	\$10,000	\$3,000	\$0	Moved to Marina
137	10-413-796	Mountain Family Center	\$5,850	\$5,850	\$5,400	\$5,400	\$5,400	\$0	
138	10-413-797	Grand Arts Council	\$1,620	\$1,620	\$1,980	\$1,980	\$1,980	\$0	
139	10-413-843	Rocky Mtn Rep Theatre	\$1,350	\$1,350	\$1,350	\$1,350	\$1,350	\$1,350	Year 13 of 20
140	10-413-845	GC Rural Health Network	\$900	\$900	\$500	\$500	\$500	\$0	
141	10-413-850	Grand Lake Yacht Club Sailing	\$225	\$225	\$225	\$225	\$225	\$0	
142	10-413-852	Grand Angels	\$0	\$0	\$0	\$0	\$0	\$0	
143	10-413-854	GC Search & Rescue	\$0	\$0	\$0	\$0	\$0	\$0	
144	10-413-855	GL US Constitution Week	\$4,050	\$4,050	\$4,050	\$4,050	\$4,050	\$0	
145	10-413-856	Grand Enterprise Initiative	\$900	\$900	\$0	\$0	\$0	\$0	
146	10-413-860	GC Housing Assistance Fund	\$13,500	\$13,500	\$0	\$0	\$0	\$0	
147	10-413-859	Grand Foundation	\$750	\$750	\$750	\$750	\$750	\$35,000	
148	10-413-861	Grand Activities Program - Grand Foundat	\$0	\$0	\$1,000	\$1,000	\$1,000	\$0	
149			\$100,780	\$98,044	\$83,036	\$83,036	\$105,006	\$112,009	
150		Subtotal Boards and Committees	\$207,933	\$161,873	\$203,759	\$203,759	\$211,987	\$191,444	

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			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
151		General Fund - Expenditures							
152		Administration							
153		Personnel							
154	10-415-100	Gross Wages - Administration	\$260,022	\$265,505	\$212,399	\$212,399	\$210,000	\$310,121	Increased Code Enforcement to full time, Added a Media/Communications staff to full time, Cost of Living 3.1% to all employees. - See attachment A
155	10-415-103	Comp Time Buyout	\$0	\$0	\$0	\$0	\$2,427	\$0	
156	10-415-105	Bonus - Administration	\$1,134	\$1,134	\$1,550	\$1,550	\$5,000	\$4,800	\$600 per employee
157	10-415-110	Gross Wages - PT/Seasonal	\$18,720	\$16,084	\$22,065	\$22,065	\$18,000	\$23,476	
158	10-415-134	Alternative Benefit	\$0	\$0	\$6,000	\$6,000	\$6,000	\$6,000	
159	10-415-130	GLC Membership Benefit	\$0	\$0	\$2,130	\$2,130	\$0	\$1,750	
160	10-415-131	Longevity	\$588	\$425	\$0	\$0	\$370	\$0	
161	10-415-132	ICMA Town Paid Benefit	\$16,085	\$11,896	\$18,758	\$18,758	\$13,000	\$27,072	8% Maximum
162	10-415-133	Health/Dental-Employee	\$42,363	\$33,909	\$35,750	\$35,750	\$23,000	\$32,845	Medical/Dental/Life/Vision
163	10-415-135	Dep Health/Dental	\$556	\$479	\$6,178	\$6,178	\$3,882	\$6,282	
164	10-415-136	Medical Benefit Allowance	\$3,533	\$804	\$3,348	\$3,348	\$2,712	\$6,588	
165	10-415-141	Unemployment Insurance	\$841	\$850	\$726	\$726	\$684	\$1,015	.3% of wages
166	10-415-142	Workers' Compensation	\$400	\$280	\$539	\$539	\$471	\$943	
167	10-415-143	Social Security Match	\$18,386	\$18,211	\$16,168	\$16,168	\$14,942	\$22,659	6.2% of wages+Town ICMA
168	10-415-144	Medicare Match	\$4,300	\$4,259	\$3,781	\$3,781	\$3,495	\$5,299	1.45% of wages+Town ICMA
169			<u>\$366,928</u>	<u>\$353,835</u>	<u>\$329,392</u>	<u>\$329,392</u>	<u>\$303,982</u>	<u>\$448,850</u>	
170		Supplies							
171	10-415-211	General Office Supplies	\$3,300	\$2,577	\$3,600	\$3,600	\$3,500	\$4,500	
172	10-415-215	Computer Software	\$11,602	\$11,134	\$20,622	\$20,622	\$20,622	\$16,622	Firewall, Malware, Antivirus, Adobe, STR Helper (\$9,350), ESRI (\$700); Caselle Ongoing; O365 (10 lic),
173	10-415-220	Computer Hardware	\$4,500	\$3,898	\$0	\$0	\$3,289	\$7,000	Replacement Server
174	10-415-226	Small Equipment	\$2,100	\$2,123	\$2,100	\$2,100	\$2,500	\$2,100	Copier lease
175	10-415-252	Resale Supplies	\$0	\$0	\$0	\$0	\$0	\$0	
176			<u>\$21,502</u>	<u>\$19,732</u>	<u>\$26,322</u>	<u>\$26,322</u>	<u>\$29,911</u>	<u>\$30,222</u>	
177		Repairs and Maintenance							
178	10-415-231	Gas/Fuel	\$1,900	\$910	\$1,000	\$1,000	\$1,000	\$1,000	
179	10-415-232	Vehicle Maintenance	\$500	\$118	\$1,000	\$1,000	\$500	\$1,000	(2) vehicles
180	10-415-233	Office Equipment Maintenance	\$2,200	\$1,933	\$2,500	\$2,500	\$600	\$2,500	Copier Maint agreement
181	10-415-237	Building Maintenance	\$2,500	\$2,728	\$15,500	\$15,500	\$1,634	\$15,500	2021=replace Town Hall stairs/ramp + \$500 Contingency
182	10-415-238	Town Hall Furnishings	\$250	\$1,578	\$250	\$250	\$0	\$250	
183			<u>\$7,350</u>	<u>\$7,267</u>	<u>\$20,250</u>	<u>\$20,250</u>	<u>\$3,734</u>	<u>\$20,250</u>	

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			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
184		General Fund - Expenditures							
185		Administration							
186		Purchased Services							
187	10-415-311	Postage/Freight	\$2,200	\$1,886	\$2,100	\$2,100	\$1,200	\$2,000	Meter lease + postage meter refills
188	10-415-312	Computer Services	\$9,950	\$9,620	\$14,750	\$14,750	\$13,000	\$62,000	60% IT contract; 1/2 Caselle support (get rid of PR); Paychex, 40K for new town website, time clock system- See Attachment A
189	10-415-314	Ads & Legal Notices	\$750	\$3,044	\$750	\$750	\$4,676	\$750	
190	10-415-316	Dues & Memberships	\$1,650	\$1,662	\$1,650	\$1,650	\$1,650	\$1,650	APA, IIMC, CMCA, CCCMA, CAMCA, CGFOA, Amazon Prime, ALERT/SAM, ICMA
191	10-415-318	Janitorial Services	\$3,640	\$2,730	\$0	\$0	\$0	\$0	
192	10-415-319	Miscellaneous Services	\$150	\$56	\$150	\$150	\$140	\$150	
193	10-415-330	Bank Fees	\$675	\$495	\$675	\$675	\$675	\$675	Safe deposit box/returned checks/direct deposit fees
194			\$19,015	\$19,491	\$20,075	\$20,075	\$21,341	\$67,225	
195		Utilities							
196	10-415-341	Electric Utility	\$4,100	\$3,712	\$4,100	\$4,100	\$4,100	\$3,500	
197	10-415-342	Sewer Utility	\$1,050	\$1,030	\$1,050	\$1,050	\$1,000	\$1,000	
198	10-415-343	Water Utility	\$1,500	\$931	\$1,500	\$1,500	\$1,000	\$1,200	
199	10-415-344	Telephone/Internet Utility	\$4,300	\$5,765	\$4,300	\$4,300	\$4,500	\$5,000	Includes internet service, cell phone
200	10-415-345	Natural Gas Utility	\$2,500	\$2,158	\$2,500	\$2,500	\$1,723	\$2,500	
201	10-415-346	Internet Hosting Services	\$600	\$708	\$750	\$750	\$888	\$800	Website Hosting (Rain Retail-\$588)
202	10-415-347	Recycling - Town Hall	\$900	\$969	\$1,300	\$1,300	\$1,000	\$1,300	
203			\$14,950	\$15,272	\$15,500	\$15,500	\$14,211	\$15,300	
204		Professional Services							
205	10-415-351	Legal Services	\$30,000	\$29,868	\$40,000	\$40,000	\$10,000	\$30,000	
206	10-415-352	Audit	\$10,500	\$10,188	\$10,060	\$10,060	\$10,050	\$10,300	60% of audit - (1/2) of \$5,000 single audit
207	10-415-353	Judge-Municipal Court	\$800	\$0	\$800	\$800	\$0	\$500	As-needed basis
208	10-415-355	Professional Services-Other	\$32,380	\$38,073	\$52,700	\$52,700	\$6,500	\$11,700	ABC Flex, Background checks
209			\$73,680	\$78,129	\$103,560	\$103,560	\$26,550	\$52,500	

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			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
210		General Fund - Expenditures							
211		Administration							
212		Marketing							
213	10-415-560	Treasurer's Fees	\$5,803	\$5,506	\$5,986	\$5,986	\$8,000	\$6,980	2% of Property Taxes calculated from COV+Interest and Penalties
214	10-415-721	Chamber Service Agreement (VC)	\$32,732	\$32,732	\$32,732	\$32,732	\$32,732	\$32,732	\$32,732 for VC services by Chamber
215	10-415-722	BLC Fee Remittance (Marketing)	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000	For marketing services by Chamber
216	10-415-723	Visitor Center Repairs & Maint	\$0	\$1,523	\$15,102	\$15,102	\$15,102	\$15,102	
217	10-415-724	Visitor Center Operations & Mktg	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	For PT Visitor Center employee by Chamber
218	10-415-800	Attainable Housing Expenses	\$0	\$0	\$0	\$0	\$12,206	\$0	
219	10-415-870	Contingency - General Admin	\$1,000	\$32,044	\$5,000	\$5,000	\$0	\$5,000	
220	10-415-875	Marketing Contingency	\$150	\$0	\$150	\$150	\$0	\$150	
221	10-415-880	Chamber Public Relations	\$0	\$0	\$0	\$0	\$0	\$10,000	
222	10-415-885	Town Events	\$0	\$0	\$0	\$0	\$0	\$10,000	
223			\$107,685	\$139,805	\$126,970	\$126,970	\$136,040	\$147,964	
224		Other Expenses							
225	10-415-370	Training/Travel	\$9,750	\$5,624	\$9,750	\$9,750	\$2,500	\$10,750	Planner (\$750); Clerk (\$3,000); Treasurer (\$3,250); Code (\$750); Manager (\$3,000)
226	10-415-371	Misc Employee Expenses	\$0	\$0	\$0	\$0	\$0	\$14,000	Employee Enrichment
227	10-415-393	Document Recording	\$250	\$0	\$250	\$250	\$0	\$250	
228	10-415-394	Developer Reimbursement	\$1,000	\$175	\$1,000	\$1,000	\$0	\$1,000	
229	10-415-513	Property/Casualty Insurance	\$20,000	\$18,709	\$25,000	\$25,000	\$20,000	\$25,000	
230	10-415-514	Position Bonds	\$400	\$366	\$400	\$400	\$950	\$400	Employee/Trustee Blanket Bonds
231	10-415-540	Grants to Neighborhoods	\$0	\$0	\$0	\$0	\$0	\$0	
232			\$31,400	\$24,874	\$36,400	\$36,400	\$23,450	\$51,400	
233		Transit							
234	10-415-385	Transit Service	\$0	\$0	\$0	\$0	\$0	\$40,000	See Attachment A
235	10-415-386	Transit Planning	\$0	\$0	\$0	\$0	\$0	\$10,000	See Attachment A
236	10-415-387	Transit Capital Investment	\$0	\$0	\$0	\$0	\$0	\$0	
237			\$0	\$0	\$0	\$0	\$0	\$50,000	
238									
239		Economic Development Grants							
240	10-416-100	Trail Groomers	\$0	\$0	\$0	\$0	\$0	\$25,000	
241	10-416-150	Heart and Soul	\$0	\$0	\$0	\$0	\$0	\$0	
242	10-416-200	Space to Create	\$0	\$0	\$0	\$0	\$0	\$0	Using 10-915-950
243	10-416-250	Headwaters Trail Assoc- HTA	\$0	\$0	\$0	\$0	\$0	\$5,000	
244	10-416-260	Grand Art Council	\$0	\$0	\$0	\$0	\$0	\$2,200	
245	10-416-270	Rocky Mtn Rep	\$0	\$0	\$0	\$0	\$0	\$0	
246			\$0	\$0	\$0	\$0	\$0	\$32,200	
247									
248		Subtotal Administration	\$642,510	\$658,406	\$678,469	\$678,469	\$559,220	\$915,911	

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			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
249		General Fund - Expenditures							
250		Public Safety							
251		Personnel							
252	10-421-100	Gross Wages - Public Safety	\$39,295	\$28,656	\$0	\$0	\$0	\$0	Moved Code Enforcement office to Admin
253	10-421-103	Comp Time Buyout	\$0	\$0	\$0	\$0	\$0	\$0	
254	10-421-105	Bonus	\$374	\$374	\$0	\$0	\$1,000	\$0	
255	10-421-110	Gross Wages - Part-Time	\$0	\$0	\$16,640	\$16,640	\$1,500	\$0	
256	10-421-130	GLC Membership Benefit	\$0	\$0	\$355	\$355	\$0	\$0	
257	10-421-131	Longevity	\$168	\$0	\$0	\$0	\$0	\$0	
258	10-421-132	ICMA Town Paid Benefit	\$3,145	\$928	\$1,331	\$1,331	\$0	\$0	
259	10-421-133	Health/Dental-Employee	\$11,327	\$7,543	\$0	\$0	\$7,200	\$0	
260	10-421-135	Dep Health/Dental	\$0	\$0	\$0	\$0	\$0	\$0	
261	10-421-136	Medical Benefit	\$982	\$982	\$0	\$0	\$0	\$0	
262	10-421-141	Unemployment Insurance	\$120	\$83	\$50	\$50	\$50	\$0	
263	10-421-142	Workers' Compensation	\$700	\$402	\$93	\$93	\$100	\$0	
264	10-421-143	Social Security Match	\$2,664	\$1,780	\$1,114	\$1,114	\$1,114	\$0	
265	10-421-144	Medicare Match	\$624	\$416	\$294	\$294	\$294	\$0	
266			<u>\$59,399</u>	<u>\$41,164</u>	<u>\$19,877</u>	<u>\$19,877</u>	<u>\$11,258</u>	<u>\$0</u>	
267		Purchased Services							
268	10-421-314	Dispatch Operations	\$19,166	\$18,893	\$20,858	\$20,858	\$20,858	\$20,858	
269	10-421-339	Sheriff's Contract	\$188,679	\$188,231	\$145,000	\$145,000	\$291,900	\$145,000	
270	10-421-340	Special Event Security	\$0	\$0	\$0	\$0	\$0	\$0	
271			<u>\$207,845</u>	<u>\$207,124</u>	<u>\$165,858</u>	<u>\$165,858</u>	<u>\$312,758</u>	<u>\$165,858</u>	
272		Subtotal Public Safety	<u>\$267,244</u>	<u>\$248,288</u>	<u>\$185,735</u>	<u>\$185,735</u>	<u>\$324,016</u>	<u>\$165,858</u>	
273									

	A	B	C	D	E	F	G	H	I
			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
274		General Fund - Expenditures							
275		Public Works							
276		Personnel							
277	10-431-100	Gross Wages - Public Works	\$238,562	\$226,421	\$214,082	\$214,082	\$217,168	\$233,034	2020 didn't include an estimate of OT, plus 3.1% increase
278	10-431-103	Comp Time Buyout	\$0	\$0	\$9,350	\$9,350	\$13,832	\$15,000	
279	10-431-105	Bonus	\$1,600	\$1,600	\$1,500	\$1,500	\$5,000	\$2,400	
280	10-431-111	On Call Pay	\$13,628	\$13,514	\$18,200	\$18,200	\$17,057	\$22,575	
281	10-431-130	GLC Membership Benefit	\$0	\$0	\$1,420	\$1,420	\$0	\$0	
282	10-431-131	Longevity	\$3,450	\$3,270	\$0	\$0	\$1,050	\$0	
283	10-431-317	Clothing Allowance	\$1,800	\$1,631	\$2,400	\$2,400	\$2,400	\$2,400	
284	10-431-132	ICMA Deferred Compensation	\$17,378	\$11,063	\$17,127	\$17,127	\$15,000	\$21,841	8% Maximum
285	10-431-133	Health/Dental-Employee	\$48,448	\$42,571	\$50,470	\$50,470	\$43,000	\$68,544	Medical/Dental/Life/Vision
286	10-431-135	Dep Health/Dental	\$14,520	\$7,937	\$6,087	\$6,087	\$13,895	\$6,240	
287	10-431-136	Medical Benefit Allowance	\$4,200	\$882	\$4,800	\$4,800	\$2,800	\$4,800	
288	10-431-141	Unemployment Insurance	\$777	\$765	\$724	\$724	\$497	\$819	.3% of wages + On Call
289	10-431-142	Workers' Compensation	\$11,000	\$8,800	\$16,896	\$16,896	\$16,851	\$16,900	
290	10-431-143	Social Security Match	\$17,138	\$15,608	\$16,003	\$16,003	\$16,375	\$16,927	6.2% of wages + Town ICMA + On Call
291	10-431-144	Medicare Match	\$3,932	\$3,650	\$3,744	\$3,744	\$3,830	\$3,959	1.45% of wages + Town ICMA + On Call
292			<u>\$376,433</u>	<u>\$337,712</u>	<u>\$362,803</u>	<u>\$362,803</u>	<u>\$368,755</u>	<u>\$415,438</u>	
293		Supplies							
294	10-431-222	General Supplies	\$4,000	\$4,697	\$4,000	\$4,000	\$200	\$5,000	
295	10-431-224	Safety Supplies	\$3,000	\$740	\$5,000	\$5,000	\$750	\$7,000	Crowd-control fencing, snow fencing, cones
296	10-431-226	Vehicle Supplies	\$0	\$0	\$2,500	\$2,500	\$0	\$3,000	Truck tool boxes
297	10-431-227	Tools	\$5,750	\$5,478	\$5,000	\$5,000	\$25	\$6,000	
298			<u>\$12,750</u>	<u>\$10,915</u>	<u>\$16,500</u>	<u>\$16,500</u>	<u>\$975</u>	<u>\$21,000</u>	
299		Repairs and Maintenance							
300	10-431-231	Gas/Fuel/Liquids	\$18,000	\$17,318	\$20,000	\$20,000	\$12,000	\$22,000	Plus 1 barrel of oil
301	10-431-232	Vehicle Maintenance	\$7,500	\$1,580	\$7,500	\$7,500	\$2,351	\$8,500	
302	10-431-233	Equipment Maintenance	\$25,000	\$18,618	\$25,000	\$25,000	\$16,000	\$25,000	
303	10-431-235	Tires/Chains	\$3,000	\$2,706	\$12,000	\$12,000	\$5,000	\$12,000	
304	10-431-236	Misc. Bridge Work	\$500	\$0	\$17,000	\$17,000	\$17,000	\$5,000	
305	10-431-237	Building Maintenance	\$2,000	\$1,581	\$5,000	\$5,000	\$1,000	\$5,000	
306	10-431-238	Street Light Maintenance	\$1,000	\$148	\$2,000	\$2,000	\$1,000	\$3,000	
307	10-431-239	Miscellaneous Maintenance	\$250	\$1,099	\$500	\$500	\$0	\$1,000	
308	10-431-242	Road Maintenance	\$75,000	\$39,433	\$76,000	\$76,000	\$45,000	\$100,000	Pot holes/ seal cracks in road/maintaining streets. See attachment A
309	10-431-245	Boardwalk Maintenance	\$0	\$0	\$100,000	\$100,000	\$0	\$0	
310	10-431-253	Tree Removal	\$1,000	\$0	\$1,500	\$1,500	\$0	\$500	
311	10-431-254	Tree Spraying	\$0	\$0	\$0	\$0	\$0	\$0	
312	10-431-255	Stormwater Filter Maintenance	\$0	\$0	\$500	\$500	\$0	\$1,500	
313			<u>\$133,250</u>	<u>\$82,482</u>	<u>\$267,000</u>	<u>\$267,000</u>	<u>\$99,351</u>	<u>\$183,500</u>	

	A	B	C	D	E	F	G	H	I
			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
314		General Fund - Expenditures							
315		Public Works							
316		Purchased Services							
317	10-431-312	Computer Services	\$0	\$0	\$2,070	\$2,070	\$500	\$4,000	
318	10-431-314	Ads/Bid Notices	\$1,800	\$5,305	\$1,800	\$1,800	\$0	\$2,000	
319	10-431-319	Misc. Purchased Services	\$1,500	\$1,672	\$1,500	\$1,500	\$2,100	\$2,500	Required physicals, fuel bond, Hep B shots, ChargePoint fees
320			<u>\$3,300</u>	<u>\$6,976</u>	<u>\$5,370</u>	<u>\$5,370</u>	<u>\$2,600</u>	<u>\$8,500</u>	
321		Utilities							
322	10-431-318	Trash/Recycle Services	\$6,100	\$8,884	\$9,000	\$9,000	\$5,600	\$9,000	
323	10-431-341	Electric Utility	\$5,400	\$4,776	\$6,000	\$6,000	\$6,000	\$8,000	
324	10-431-343	Water Utility	\$600	\$548	\$600	\$600	\$580	\$1,000	
325	10-431-344	Telephone/Internet Utility	\$3,200	\$5,363	\$3,200	\$3,200	\$4,500	\$6,000	
326	10-431-345	Natural Gas Utility	\$4,200	\$4,021	\$4,500	\$4,500	\$3,000	\$4,500	
327	10-431-349	Street Light Electric Utility	\$23,000	\$18,070	\$24,000	\$24,000	\$17,000	\$24,000	
328			<u>\$42,500</u>	<u>\$41,662</u>	<u>\$47,300</u>	<u>\$47,300</u>	<u>\$36,680</u>	<u>\$52,500</u>	
329		Professional Services							
330	10-431-354	Engineering/Surveying Services	\$0	\$0	\$2,000	\$2,000	\$1,000	\$2,000	
331									
332		Other							
333	10-431-370	Training/Travel	\$250	\$964	\$3,000	\$3,000	\$117	\$5,000	
334	10-431-399	Equipment Rental	\$1,500	\$0	\$8,000	\$8,000	\$5,000	\$17,000	Water truck, roller, rent street sweeper
335	10-431-870	Contingency- Public Works	\$250	\$1,841	\$500	\$500	\$2,500	\$500	
336			<u>\$2,000</u>	<u>\$2,805</u>	<u>\$11,500</u>	<u>\$11,500</u>	<u>\$7,617</u>	<u>\$22,500</u>	
337		Subtotal Public Works	<u>\$570,233</u>	<u>\$482,553</u>	<u>\$712,473</u>	<u>\$712,473</u>	<u>\$516,977</u>	<u>\$705,438</u>	
338									

	A	B	C	D	E	F	G	H	I
			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
339		General Fund - Expenditures							
340		Grand Lake Center							
341		Personnel							
342	10-450-100	Gross Wages - GL Center	\$64,220	\$74,150	\$107,553	\$107,553	\$107,553	\$99,376	25% PW/Parks/GLC employee, 10% Treasurer, 3% Town Mgr., 5% Admin/Bookkeeper
343	10-450-103	Comp Time Buyout	\$0	\$0	\$275	\$275	\$1,233	\$0	
344	10-450-105	Bonus	\$560	\$560	\$550	\$550	\$2,000	\$1,350	
345	10-450-110	Gross Wages - GLC Seasonal	\$21,285	\$21,304	\$0	\$0	\$240	\$0	
346	10-450-130	GLC Membership Benefit	\$0	\$0	\$799	\$799	\$0	\$700	
347	10-450-131	Longevity	\$142	\$142	\$0	\$0	\$87	\$0	
348	10-450-317	Clothing Allowance	\$113	\$113	\$150	\$150	\$150	\$150	1 employee @ .25 for allowance
349	10-450-132	ICMA Deferred Compensation	\$4,671	\$3,001	\$8,604	\$8,604	\$3,060	\$8,058	8% Maximum
350	10-450-133	Health/Dental-Employee	\$17,345	\$15,786	\$30,073	\$30,073	\$28,000	\$35,404	Medical/Dental/Life/Vision
351	10-450-135	Dep Health/Dental	\$2,038	\$256	\$1,765	\$1,765	\$500	\$1,765	
352	10-450-136	Medical Benefit Allowance	\$1,503	\$973	\$2,856	\$2,856	\$1,319	\$2,916	
353	10-450-141	Unemployment Insurance	\$259	\$258	\$331	\$331	\$327	\$298	.3% of wages
354	10-450-142	Workers' Compensation	\$700	\$349	\$2,273	\$2,273	\$1,100	\$1,800	
355	10-450-143	Social Security Match	\$5,641	\$5,504	\$7,334	\$7,334	\$6,955	\$6,745	6.2% of wages+Town ICMA
356	10-450-144	Medicare Match	\$1,319	\$1,287	\$1,715	\$1,715	\$1,627	\$1,577	1.45% of wages+Town ICMA
357			<u>\$119,796</u>	<u>\$123,683</u>	<u>\$164,278</u>	<u>\$164,278</u>	<u>\$154,150</u>	<u>\$160,139</u>	
358		Supplies							
359	10-450-211	General Office Supplies	\$1,500	\$1,255	\$1,500	\$1,500	\$650	\$1,500	
360	10-450-220	General Operating Supplies	\$5,000	\$4,428	\$3,000	\$3,000	\$3,500	\$0	Moved to Park Improvements
361	10-450-226	Office Equipment Lease	\$1,000	\$988	\$1,000	\$1,000	\$1,000	\$3,000	Copier Lease
362	10-450-252	Resale Supplies	\$1,500	\$348	\$1,000	\$1,000	\$0	\$1,000	Items purchased for resale: towels, water bottles, T-shirts, etc.
363			<u>\$9,000</u>	<u>\$7,018</u>	<u>\$6,500</u>	<u>\$6,500</u>	<u>\$5,150</u>	<u>\$5,500</u>	
364		Repairs and Maintenance							
365	10-450-233	Office Equip Maint	\$720	\$276	\$600	\$600	\$600	\$600	Copier maintenance
366	10-450-235	Fitness Equipment Maintenance	\$1,500	\$40	\$1,500	\$1,500	\$0	\$1,500	
367	10-450-237	Building Maintenance	\$18,200	\$26,076	\$25,000	\$25,000	\$5,000	\$21,000	
368	10-450-239	Minor Infrastructure Maint	\$0	\$0	\$0	\$0	\$0	\$10,000	Split 15K from supplies to account for possible remodel after massage business vaccates
369	10-450-250	Backflow Maintenance	\$400	\$300	\$400	\$400	\$225	\$400	
370	10-450-350	Maintenance Agreement	\$4,200	\$3,946	\$4,200	\$4,200	\$4,200	\$4,200	Honeywell heating system
371			<u>\$25,020</u>	<u>\$30,638</u>	<u>\$31,700</u>	<u>\$31,700</u>	<u>\$10,025</u>	<u>\$37,700</u>	

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			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
372		General Fund - Expenditures							
373		Grand Lake Center							
374		Utilities							
375	10-450-318	Trash/Recycle Services	\$500	\$100	\$480	\$480	\$0	\$480	
376	10-450-341	Electric Utility	\$14,000	\$10,815	\$14,000	\$14,000	\$14,000	\$14,000	
377	10-450-342	Sewer Utility	\$4,500	\$3,373	\$4,500	\$4,500	\$4,500	\$4,500	
378	10-450-343	Water Utility	\$2,500	\$1,756	\$2,500	\$2,500	\$980	\$2,500	
379	10-450-344	Telephone/Internet Utility	\$3,700	\$4,590	\$4,000	\$4,000	\$5,000	\$4,000	
380	10-450-345	Natural Gas Utility	\$7,500	\$5,174	\$7,500	\$7,500	\$5,000	\$7,500	
381			<u>\$32,700</u>	<u>\$25,808</u>	<u>\$32,980</u>	<u>\$32,980</u>	<u>\$29,480</u>	<u>\$32,980</u>	
382		Professional Services							
383	10-450-312	Computer Services	\$1,000	\$3,418	\$2,820	\$2,820	\$2,330	\$2,820	7% of IT contract + 1.5 hr/mo @ \$115/hr
384	10-450-351	Legal Services	\$1,000	\$18	\$1,000	\$1,000	\$0	\$1,000	
385	10-450-352	Audit	\$882	\$882	\$882	\$882	\$910	\$910	7% of audit
386	10-450-355	Purchased Professional Services	\$2,000	\$1,156	\$2,000	\$2,000	\$1,500	\$2,000	
387			<u>\$4,882</u>	<u>\$5,474</u>	<u>\$6,702</u>	<u>\$6,702</u>	<u>\$4,740</u>	<u>\$6,730</u>	
388		Other							
389	10-450-234	Signage	\$5,000	\$1,114	\$1,000	\$1,000	\$0	\$0	
390	10-450-236	Minor Equipment/Misc Equipment	\$4,000	\$2,282	\$2,500	\$2,500	\$3,000	\$4,500	
391	10-450-238	Minor / Misc Furnishings	\$2,000	\$626	\$2,000	\$2,000	\$2,500	\$4,000	Furnish new community business center
392	10-450-320	Marketing	\$10,000	\$7,374	\$10,000	\$10,000	\$4,000	\$10,000	website, brochures/booklets
393	10-450-360	Sales Tax	\$170	\$77	\$92	\$92	\$0	\$92	
394	10-450-370	Training/Travel	\$300	\$942	\$300	\$300	\$419	\$300	
395	10-450-513	Property/Casualty Insurance	\$6,600	\$6,468	\$8,000	\$8,000	\$8,000	\$8,000	
396	10-450-755	Exercise Equipment	\$2,000	\$1,648	\$2,000	\$2,000	\$2,000	\$2,000	
397	10-450-870	Contingency - GL Center	\$2,500	\$859	\$1,000	\$1,000	\$2,275	\$1,000	
398			<u>\$32,570</u>	<u>\$21,390</u>	<u>\$26,892</u>	<u>\$26,892</u>	<u>\$22,194</u>	<u>\$29,892</u>	
399		Subtotal Grand Lake Center	<u>\$223,968</u>	<u>\$214,011</u>	<u>\$269,052</u>	<u>\$269,052</u>	<u>\$225,739</u>	<u>\$272,941</u>	
400									

	A	B	C	D	E	F	G	H	I
			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
401		General Fund - Expenditures							
402		Parks							
403		Personnel							
404	10-452-100	Gross Wages - Parks	\$36,760	\$37,337	\$38,347	\$38,347	\$38,112	\$40,509	
405	10-452-103	Comp Time Buyout	\$0	\$0	\$1,575	\$1,575	\$1,631	\$0	
406	10-452-105	Bonus	\$300	\$300	\$300	\$300	\$0	\$0	
407	10-452-130	GLC Membership Benefit	\$0	\$0	\$266	\$266	\$0	\$0	
408	10-452-131	Longevity	\$720	\$720	\$0	\$0	\$45	\$0	
409	10-452-317	Clothing Allowance	\$338	\$337	\$450	\$450	\$450	\$600	
410	10-452-132	ICMA Deferred Compensation	\$2,942	\$1,909	\$3,068	\$3,068	\$1,280	\$3,241	8% Maximum
411	10-452-133	Health/Dental-Employee	\$9,087	\$9,074	\$9,458	\$9,458	\$9,090	\$7,454	Medical/Dental/Life/Vision
412	10-452-135	Dep. Health/Dental	\$5,837	\$6,018	\$6,087	\$6,087	\$6,434	\$4,188	
413	10-452-136	Medical Benefit Allowance	\$788	\$568	\$900	\$900	\$493	\$900	
414	10-452-141	Unemployment Insurance	\$127	\$128	\$133	\$133	\$129	\$122	.3% of wages
415	10-452-142	Workers' Compensation	\$2,000	\$1,244	\$2,413	\$2,413	\$2,257	\$2,400	
416	10-452-143	Social Security Match	\$2,818	\$2,723	\$2,924	\$2,924	\$2,739	\$2,712	6.2% of wages+Town ICMA
417	10-452-144	Medicare Match	\$658	\$637	\$684	\$684	\$640	\$634	1.45% of wages+Town ICMA
418			\$62,375	\$60,997	\$66,605	\$66,605	\$63,300	\$62,760	
419		Supplies							
420	10-452-220	Operating Supplies	\$13,500	\$11,268	\$13,500	\$13,500	\$15,000	\$15,000	Includes supplies for Public Restrooms; Christmas Lights
421	10-452-226	Small Equipment	\$1,500	\$0	\$2,550	\$2,550	\$0	\$3,000	Walk-behind weedeater replacement (\$550)
422	10-452-227	Small Tools	\$0	\$0	\$1,000	\$1,000	\$944	\$1,000	Incl. electric conduit for new dryers in Pavilion RR
423			\$15,000	\$11,268	\$17,050	\$17,050	\$15,944	\$19,000	
424		Repairs and Maintenance							
425	10-452-232	Bear Resistant Cans Maint	\$3,000	\$1,817	\$3,000	\$3,000	\$6,500	\$3,000	
426	10-452-233	Equipment Maintenance	\$1,000	\$792	\$2,500	\$2,500	\$1,000	\$2,500	
427	10-452-234	Information Signs	\$1,500	\$671	\$2,000	\$2,000	\$100	\$2,000	
428	10-452-235	Greenbelt Maintenance	\$7,500	\$728	\$7,500	\$7,500	\$1,000	\$7,500	
429	10-452-236	Sand & Dredge	\$500	\$0	\$1,000	\$1,000	\$0	\$1,000	
430	10-452-237	Buildings Maintenance	\$3,000	\$1,310	\$3,000	\$3,000	\$500	\$3,000	
431	10-452-238	Docks Maintenance	\$3,000	\$997	\$5,000	\$5,000	\$1,000	\$5,000	
432	10-452-239	Miscellaneous Maintenance	\$8,000	\$1,402	\$8,000	\$8,000	\$1,000	\$8,000	
433	10-452-243	Benches/Planters/Fences	\$500	\$173	\$1,000	\$1,000	\$0	\$2,000	
434	10-452-244	Thomasson Park Maintenance	\$500	\$0	\$1,000	\$1,000	\$248	\$2,000	
435	10-452-248	Irrigation System Maintenance	\$2,500	\$465	\$3,000	\$3,000	\$1,000	\$3,000	
436	10-452-250	Backflow Maintenance	\$3,000	\$1,125	\$3,000	\$3,000	\$1,118	\$3,000	
437	10-452-319	Miscellaneous Service	\$800	\$429	\$2,000	\$2,000	\$1,737	\$2,000	
438	10-452-399	Equipment Rental	\$2,600	\$900	\$3,500	\$3,500	\$1,575	\$3,500	
439			\$37,400	\$10,807	\$45,500	\$45,500	\$16,778	\$47,500	

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			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
440		General Fund - Expenditures							
441		Parks							
442		Utilities							
443	10-452-341	Electric Utility	\$6,500	\$5,424	\$6,500	\$6,500	\$5,000	\$6,500	
444	10-452-342	Sewer Utility	\$500	\$714	\$1,000	\$1,000	\$600	\$1,000	
445	10-452-343	Water Utility	\$8,500	\$10,565	\$8,500	\$8,500	\$13,000	\$13,000	
446	10-452-345	Natural Gas Utility	\$3,500	\$3,355	\$4,000	\$4,000	\$3,100	\$4,000	
447			<u>\$19,000</u>	<u>\$20,058</u>	<u>\$20,000</u>	<u>\$20,000</u>	<u>\$21,700</u>	<u>\$24,500</u>	
448		Other							
449	10-452-400	Grand Avenue Gardens	\$1,500	\$0	\$2,500	\$2,500	\$0	\$0	
450	10-452-450	Park Improvements	\$1,000	\$0	\$1,000	\$1,000	\$2,169	\$6,000	Ice Rink Liner, moved from Admin
451	10-452-870	Contingency - Parks	\$250	\$1,215	\$250	\$250	\$250	\$250	
452	10-452-961	Memorial Benches	\$3,500	\$0	\$3,500	\$3,500	\$0	\$500	
453			<u>\$6,250</u>	<u>\$1,215</u>	<u>\$7,250</u>	<u>\$7,250</u>	<u>\$2,419</u>	<u>\$6,750</u>	
454		Subtotal Parks	<u>\$140,025</u>	<u>\$104,344</u>	<u>\$156,405</u>	<u>\$156,405</u>	<u>\$120,141</u>	<u>\$160,510</u>	

	A	B	C	D	E	F	G	H	I
			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
455		General Fund - Expenditures							
456		Debt Service							
457	10-815-982	Land Acquisition - Principal	\$13,783	\$13,783	\$14,488	\$14,488	\$14,488	\$80,000	Principal for COP during 2021
458	10-815-983	Land Acquisition-Interest	\$12,092	\$12,092	\$11,387	\$11,387	\$11,387	\$10,000	Added \$10K for interest on new deal. 2019 Mower; 2018 grader; 2015 Loader- Gov Leasing endor 173 JD Tractor
459	10-831-500	Capital Equip Lease Principal	\$86,532	\$113,793	\$70,803	\$70,803	\$76,476	\$68,645	end of lease balloon
460	10-831-510	Equipment Lease Interest	\$17,059	\$16,299	\$12,562	\$12,562	\$13,775	\$4,058	2019 Mower; 2018 grader; 2015 Loader- Gov Leasing endor 173
461			<u>\$129,466</u>	<u>\$155,967</u>	<u>\$109,240</u>	<u>\$109,240</u>	<u>\$116,125</u>	<u>\$162,703</u>	
462									
463	10-413-999	TABOR Reserves	\$81,129	\$0	\$0	\$0	\$0	\$0	Moved Reserves to a liability line item
464									
465		Capital Outlay							
466	10-915-922	Admin Capital Expenditures	\$0	\$12,916	\$0	\$0	\$50,000	\$0	
467	10-915-923	Town Hall Capital Outlay	\$15,000	\$0	\$25,000	\$25,000	\$6,718	\$25,000	
468	10-915-986	Replacement Vehicle	\$0	\$0	\$0	\$0	\$0	\$0	
469	10-915-950	Space to Create	\$320,000	\$86,364	\$150,000	\$150,000	\$225,000	\$440,000	Offset- See 10-377-140
470	10-931-910	Capital Equipment Purchase	\$81,000	\$68,744	\$313,066	\$313,066	\$269,083	\$131,627	Compact Excavator \$59K, Brushcat \$7K, Truck attachments \$64K Attachment
471	10-931-911	Capitalized Equipment Repair	\$0	\$0	\$0	\$0	\$0	\$0	
472	10-931-921	Paving	\$10,175	\$0	\$325,000	\$325,000	\$151,812	\$200,000	Partial Grand to Ellsworth
473	10-931-922	Drainage	\$0	\$0	\$0	\$0	\$0	\$100,000	
474	10-952-970	Land Purchase	\$0	\$335,000	\$0	\$0	\$50,000	\$1,417,678	Pay off Thomasson, new property 195 GCR 48
475	10-931-974	Streetscape Project Funding	\$0	\$0	\$165,000	\$165,000	\$0		Transfer into Streetscape for use on Boardwalk
476	10-931-972	W Portal Bridge Rehab	\$848,269	\$902,825	\$0	\$0	\$0	\$0	
477	10-931-973	Public Way Finding Signs	\$10,000	\$0	\$0	\$0	\$0	\$0	
478	10-931-923	Building Maintenance	\$0	\$0	\$0	\$0	\$18,985	\$0	
479	10-950-710	Other Capital Assets - No depr	\$0	\$0	\$0	\$0	\$0	\$0	
480	10-952-500	Dock Improvements	\$0	\$5,527	\$0	\$0	\$0	\$0	
481	10-952-971	Park Improvements	\$139,094	\$11,050	\$182,500	\$182,500	\$27,042	\$100,000	Town Park Marquee rebuild (\$30,000), Asphalt at E. Inlet (\$20,000), Gazebo and other park improvements (\$50,000)
482	10-952-972	Boardwalks	\$25,000	\$0	\$0	\$0	\$0	\$0	
483	10-952-995	Lakefront Improvements	\$107,250	\$18,893	\$0	\$0	\$0	\$0	
484			<u>\$1,555,788</u>	<u>\$1,441,320</u>	<u>\$1,160,566</u>	<u>\$1,160,566</u>	<u>\$798,639</u>	<u>\$2,414,305</u>	
485		Total General Fund Expenditures	<u>\$3,818,296</u>	<u>\$3,466,762</u>	<u>\$3,475,699</u>	<u>\$3,475,699</u>	<u>\$2,872,844</u>	<u>\$4,989,110</u>	
486									

	A	B	C	D	E	F	G	H	I
			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
487		Water Fund - Revenues							
488	20-344-100	Water Sales	\$578,896	\$612,819	\$610,441	\$610,441	\$575,000	\$600,000	Current rate is top of 10 year schedule
489	20-344-105	HP Net Meter Revenue	\$1,500	\$161	\$1,500	\$1,500	\$97	\$500	
490	20-344-120	Resale Meters	\$10,000	\$3,085	\$2,000	\$2,000	\$0	\$500	
491	20-344-140	Interest Revenue	\$7,400	\$24,312	\$10,000	\$10,000	\$18,000	\$20,000	
492	20-344-160	Misc. Revenues	\$0	\$249	\$0	\$0	\$605	\$0	
493	20-344-190	Bulk Water Permits	\$650	\$1,110	\$500	\$500	\$500	\$500	Includes Public Works/Parks and overage
494	20-344-110	Tap Fees - Capital	\$13,000	\$84,500	\$13,000	\$32,500	\$65,000	\$30,000	
495	20-344-150	Sale/Trade-In of Assets	\$0	\$0	\$0	\$0	\$0	\$0	
496	20-344-200	Capital Lease Proceeds	\$244,000	\$248,643	\$0	\$0	\$0	\$0	
497	20-344-260	Reimbursement Income	\$0	\$0	\$0	\$0	\$1,547	\$0	
498		Total Revenues	\$855,446	\$974,878	\$637,441	\$656,941	\$660,749	\$651,500	
499									

	A	B	C	D	E	F	G	H	I
			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
500		Water Fund - Expenditures							
501		Personnel							
502	20-430-100	Gross Wages - Water	\$205,041	\$208,550	\$208,759	\$190,307	\$172,000	\$196,426	
503	20-430-103	Comp Time Buyout	\$0	\$0	\$6,300	\$5,900	\$1,200	\$15,000	
504	20-430-105	Bonus	\$972	\$972	\$1,000	\$1,000	\$3,600	\$1,800	
505	20-430-110	Gross Wages - PT/Seasonal	\$4,992	\$9,724	\$5,884	\$49,863	\$48,247	\$81,524	Town Hall admin
506	20-430-111	On Call Pay	\$18,200	\$17,700	\$18,200	\$18,200	\$18,000	\$20,500	
507	20-430-119	Year End Leave Expense	\$1,000	-\$2,252	\$1,000	\$1,000	\$1,170	\$0	Year end financial reporting requirement
508	20-430-130	GLC Membership Benefit	\$0	\$0	\$710	\$710	\$0	\$0	
509	20-430-131	Longevity	\$2,735	\$2,706	\$0	\$0	\$189	\$0	
510	20-430-317	Clothing Allowance	\$900	\$900	\$1,200	\$1,200	\$1,200	\$1,800	
511	20-430-132	ICMA Deferred Compensation	\$15,749	\$13,507	\$17,172	\$19,213	\$13,000	\$24,020	8% Maximum
512	20-430-133	Health/Dental-Employee	\$37,744	\$35,542	\$37,118	\$37,118	\$34,000	\$39,424	Medical/Dental/Life/Vision
513	20-430-135	Dep Health/Dental	\$263	\$339	\$7,942	\$7,942	\$1,100	\$8,000	
514	20-430-136	Medical Benefit Allowance	\$3,237	\$1,990	\$3,516	\$3,516	\$760	\$4,956	
515	20-430-141	Unemployment Insurance	\$699	\$669	\$724	\$799	\$721	\$901	.3% of wages + On Call
516	20-430-142	Workers' Compensation	\$6,100	\$4,202	\$9,786	\$13,253	\$8,950	\$13,176	
517	20-430-143	Social Security Match	\$15,432	\$15,728	\$16,028	\$17,712	\$15,652	\$20,105	6.2% of wages + Town ICMA + On Call
518	20-430-144	Medicare Match	\$3,609	\$3,678	\$3,750	\$4,142	\$3,660	\$4,702	1.45% of wages + Town ICMA + On Call
519			\$316,673	\$313,956	\$339,089	\$371,875	\$323,449	\$432,333	
520		Office Supplies							
521	20-430-210	Office Supplies	\$2,200	\$1,166	\$2,200	\$2,200	\$1,100	\$1,285	Based on overall Admin General Office Supplies expense; water billing forms
522	20-430-211	Computer Supplies	\$0	\$0	\$1,000	\$1,000	\$0	\$600	
523	20-430-215	Computer Software	\$5,000	\$0	\$6,500	\$6,500	\$4,000	\$6,500	Telemetry; Caselle Budgeting (\$4,000)
524	20-430-220	Computer Hardware	\$10,000	\$1,197	\$2,500	\$2,500	\$288	\$2,500	Telemetry upgrade
525			\$17,200	\$2,364	\$12,200	\$12,200	\$5,388	\$10,885	
526		Operational Supplies							
527	20-430-221	Chemicals	\$14,000	\$14,201	\$15,000	\$15,000	\$8,500	\$10,000	
528	20-430-222	Lab Supplies/Equipment	\$1,000	\$1,660	\$2,500	\$2,500	\$1,000	\$1,500	
529	20-430-223	Well/Plant Supplies	\$700	\$133	\$1,000	\$1,000	\$500	\$600	
530	20-430-225	Meter Parts	\$1,000	\$0	\$500	\$500	\$200	\$300	
531	20-430-227	Small Equipment/Tools	\$6,000	\$3,880	\$1,000	\$1,000	\$129	\$600	
532	20-430-228	Safety Equipment	\$250	\$0	\$500	\$500	\$1,200	\$1,000	
533	20-430-229	Misc Operating Supplies	\$100	\$0	\$100	\$100	\$0	\$100	
534			\$23,050	\$19,874	\$20,600	\$20,600	\$11,529	\$14,100	

	A	B	C	D	E	F	G	H	I
1			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
									2021 Budget Explanatory Notes
535		Water Fund - Expenditures							
536		Repairs and Maintenance							
537	20-430-231	Gas/Fuel/Fluids	\$4,000	\$2,485	\$4,000	\$4,000	\$2,420	\$2,500	
538	20-430-232	Vehicle Maintenance	\$1,000	\$142	\$1,000	\$1,000	\$250	\$600	
539	20-430-233	Equipment Maintenance	\$1,500	\$0	\$1,000	\$1,000	\$0	\$600	
540	20-430-234	Well/Plant Maintenance	\$5,000	\$3,026	\$5,000	\$5,000	\$3,500	\$3,000	Plant - pretreatment/treatment
541	20-430-235	Tires & Chains	\$0	\$0	\$1,000	\$1,000	\$0	\$600	
542	20-430-237	Building Maintenance	\$1,000	\$878	\$1,000	\$1,000	\$31	\$1,000	
543	20-430-238	Distribution Line Maintenance	\$20,000	\$12,891	\$25,000	\$25,000	\$2,000	\$25,000	
544	20-430-239	Misc. Maintenance	\$300	\$75	\$250	\$250	\$75	\$150	
545	20-430-240	Road Materials	\$5,000	\$0	\$5,000	\$5,000	\$0	\$3,000	Road base for use in winter - stored at Public Works yard.
546	20-430-241	Motors & Pumps	\$2,500	\$881	\$2,500	\$2,500	\$2,368	\$2,500	
547			<u>\$40,300</u>	<u>\$20,378</u>	<u>\$45,750</u>	<u>\$45,750</u>	<u>\$10,644</u>	<u>\$38,950</u>	
548		Resale Supplies							
549	20-430-251	Resale Parts	\$500	\$0	\$250	\$250	\$0	\$150	Parts for new construction meters
550	20-430-252	Resale Meters	\$0	\$0	\$0	\$0	\$0	\$0	Meters & Setters for new construction - Reported on COGS line
551	20-430-253	COGS-Meter	\$10,000	\$4,362	\$10,000	\$10,000	\$0	\$5,500	Financial reporting requirement
552			<u>\$10,500</u>	<u>\$4,362</u>	<u>\$10,250</u>	<u>\$10,250</u>	<u>\$0</u>	<u>\$5,650</u>	
553		Purchased Services							
554	20-430-310	Misc Service Fees	\$50	\$56	\$0	\$0	\$239	\$0	
555	20-430-311	Postage/Freight	\$2,000	\$1,715	\$2,100	\$2,100	\$1,200	\$1,200	
556	20-430-314	Legal Notices/Ads	\$500	\$240	\$500	\$500	\$350	\$200	Publication of CCR
557	20-430-316	Memberships	\$700	\$599	\$700	\$700	\$694	\$600	CRWA; American Water Works Association (2) lead/copper; Groundwater source testing rule 3-yr cycle; Also have a 9-yr cycle
558	20-430-318	Testing Services	\$4,800	\$2,149	\$5,000	\$5,000	\$1,200	\$3,000	
559	20-430-319	Miscellaneous Services	\$190,200	\$188,883	\$200	\$200	\$0	\$100	2019=water tank demo; Includes document recording
560	20-430-320	Telemetry Maintenance	\$3,500	\$510	\$5,000	\$5,000	\$800	\$2,000	
561	20-430-330	Bank Fees	\$250	\$298	\$300	\$300	\$400	\$300	Water customer Auto debit fees
562	20-430-321	Computer System Support	\$8,682	\$7,355	\$9,920	\$9,920	\$9,920	\$9,920	20% IT contract; 1/2 Caselle; Itron
563			<u>\$210,682</u>	<u>\$201,805</u>	<u>\$23,720</u>	<u>\$23,720</u>	<u>\$14,803</u>	<u>\$17,320</u>	

	A	B	C	D	E	F	G	H	I
			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
564		Water Fund - Expenditures							
565		Utilities							
566	20-430-341	Electric Utility	\$34,000	\$29,870	\$32,000	\$32,000	\$31,000	\$30,000	
567	20-430-344	Telephone Utility	\$2,800	\$2,065	\$2,500	\$2,885	\$2,300	\$2,000	
568	20-430-345	Natural Gas Utility	\$5,200	\$4,077	\$4,500	\$4,500	\$4,000	\$4,000	
569	20-430-347	Internet Service	\$0	\$0	\$0	\$0	\$0	\$0	
570			<u>\$42,000</u>	<u>\$36,012</u>	<u>\$39,000</u>	<u>\$39,385</u>	<u>\$37,300</u>	<u>\$36,000</u>	
571		Professional Services							
572	20-430-351	Legal Services	\$8,000	\$0	\$1,000	\$1,000	\$0	\$600	
573	20-430-352	Audit	\$5,020	\$4,770	\$5,020	\$5,020	\$5,020	\$5,100	20% Water; 1/2 of single audit
574	20-430-354	System Analysis/Eng & Survey	\$8,000	\$0	\$5,000	\$5,000	\$4,500	\$5,000	
575	20-430-355	State Fees	\$800	\$310	\$400	\$400	\$310	\$300	Legislature has not been funding - will catch up soon
576			<u>\$21,820</u>	<u>\$5,080</u>	<u>\$11,420</u>	<u>\$11,420</u>	<u>\$9,830</u>	<u>\$11,000</u>	
577		Other Expenses							
578	20-430-370	Training/Travel	\$2,000	\$369	\$2,000	\$2,000	\$110	\$2,000	Dave & Jerry + Treasurer Caselle
579	20-430-513	Property/Casualty Insurance	\$10,500	\$10,780	\$13,000	\$13,000	\$13,000	\$13,000	
580	20-430-514	Position Bonds	\$150	\$123	\$150	\$150	\$146	\$150	Position Bond
581	20-430-870	Contingency-Operations	\$1,000	\$0	\$1,000	\$1,000	\$0	\$1,000	
582			<u>\$13,650</u>	<u>\$11,272</u>	<u>\$16,150</u>	<u>\$16,150</u>	<u>\$13,256</u>	<u>\$16,150</u>	
583		Water Fund - Expenditures							
584		Debt Service							
585	20-830-640	DWRF Loan - Principal	\$67,600	\$67,599	\$68,958	\$68,958	\$131,214	\$67,247	
586	20-830-645	DWRF Loan - Interest	\$31,600	\$31,555	\$30,196	\$30,196	\$58,342	\$27,541	
587			<u>\$99,200</u>	<u>\$99,154</u>	<u>\$99,154</u>	<u>\$99,154</u>	<u>\$189,556</u>	<u>\$94,788</u>	
588		Capital Outlay							
589	20-930-750	Transfer Out (Capital)	\$0	\$0	\$0	\$0	\$0	\$0	
590	20-930-994	System Upgrades	\$0	\$0	\$0	\$0	\$0	\$0	
591	20-930-995	Capital Contingency	\$0	\$0	\$0	\$26,000	\$25,857	\$1	
592	20-930-996	Capital Lease Purchase	\$0	\$0	\$0	\$0	\$0	\$0	
593	20-930-997	Capital Direct Purchase	\$0	\$19,383	\$0	\$0	\$0	\$0	
594	20-930-998	Hydro Power Generator	\$0	\$0	\$0	\$0	\$0	\$0	
595			<u>\$0</u>	<u>\$19,383</u>	<u>\$0</u>	<u>\$26,000</u>	<u>\$25,857</u>	<u>\$1</u>	
596		Total Water Fund Expenditures	<u>\$795,075</u>	<u>\$733,639</u>	<u>\$617,333</u>	<u>\$676,504</u>	<u>\$641,612</u>	<u>\$677,177</u>	
597									

	A	B	C	D	E	F	G	H	I
			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
598		Marina Fund - Revenues							
599	40-344-113	Rentals	\$240,000	\$280,205	\$250,000	\$250,000	\$450,000	\$325,000	
600	40-344-115	Tours	\$60,000	\$67,185	\$65,000	\$65,000	\$40,000	\$65,000	
601	40-344-120	Building Space Rental	\$3,300	\$3,300	\$3,300	\$3,300	\$1,100	\$3,300	Kayak Shak agreement ends 9/2020
602	40-344-140	Seasonal Slip Rentals	\$0	\$0	\$0	\$0	\$137	\$0	
603	40-344-145	Kayak Slip Rental	\$3,000	\$3,600	\$4,200	\$4,200	\$3,300	\$4,000	(12) spaces; (2) whole racks for Mtn. Paddlers (\$900 each)
604	40-344-155	Stand Up Paddleboard Slip Rental	\$900	\$900	\$900	\$900	\$0	\$900	RMSUP agreement ends 9/2021
605	40-344-160	Misc Revenue	\$0	\$100	\$0	\$0	\$1,047	\$0	
606	40-344-170	Interest Earned	\$1,000	\$11,343	\$7,000	\$7,000	\$5,975	\$4,000	
607	40-344-180	Boat Damage	\$1,000	\$250	\$1,000	\$1,000	\$1,600	\$1,000	
608	40-344-200	Sale of Assets	\$15,000	\$0	\$20,000	\$20,000	\$9,551	\$20,000	
609	40-344-220	Contributed Services	\$2,480	\$2,000	\$2,500	\$2,500	\$0	\$2,000	See 40-460-301 in kind
610		Total Revenues	\$326,680	\$368,883	\$353,900	\$353,900	\$512,710	\$425,200	
611									

	A	B	C	D	E	F	G	H	I
			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
612		Marina Fund - Expenditures							
613		Personnel							
614	40-460-100	Gross Wages - Marina	\$15,940	\$16,078	\$12,941	\$12,941	\$12,941	\$57,666	Admin time, Captain full time- See Attachment B
615	40-460-103	Comp Time Buyout	\$0	\$0	\$0	\$0	\$2,534	\$0	
616	40-460-105	Bonus	\$60	\$60	\$100	\$100	\$2,000	\$600	
617	40-460-110	Gross Wages - PT/Seasonal	\$119,000	\$118,672	\$125,471	\$125,471	\$122,000	\$125,622	Seasonal employees, Admin PT
618	40-460-119	Accrued Leave Expense	\$500	-\$782	\$500	\$500	-\$473	\$0	
619	40-460-130	GLC Membership Benefit	\$0	\$0	\$2,663	\$2,663	\$0	\$0	
620	40-460-131	Longevity	\$57	\$57	\$0	\$0	\$54	\$0	
621	40-460-132	ICMA Deferred Compensation	\$958	\$812	\$1,153	\$1,153	\$1,100	\$4,661	8% Maximum
622	40-460-133	Health/Dental - Employee	\$2,457	\$1,934	\$1,932	\$1,932	\$1,930	\$16,190	Medical/Dental/Life/Vision 4.7% increase plus add Rick
623	40-460-135	Dep Health/Dental	\$68	\$76	\$1,765	\$1,765	\$1,700	\$0	
624	40-460-136	Medical Benefit Allowance	\$211	\$117	\$180	\$180	\$180	\$1,380	
625	40-460-141	Unemployment Insurance	\$366	\$457	\$415	\$415	\$415	\$552	.3% of wages
626	40-460-142	Workers' Compensation	\$3,500	\$4,060	\$9,813	\$9,813	\$9,000	\$9,809	
627	40-460-143	Social Security Match	\$7,618	\$8,407	\$8,660	\$8,660	\$8,435	\$11,690	6.2% of wages + Town ICMA
628	40-460-144	Medicare Match	\$1,782	\$1,966	\$2,024	\$2,024	\$1,973	\$2,734	1.45% of wages + Town ICMA
629			\$152,517	\$151,914	\$167,617	\$167,617	\$163,788	\$230,904	
630		Office Supplies							
631	40-460-211	General Office Supplies	\$1,500	\$1,137	\$1,500	\$1,500	\$1,000	\$875	
632	40-460-214	Small Equip/Comp Hrdware	\$400	\$480	\$2,000	\$2,000	\$2,144	\$500	
633			\$1,900	\$1,617	\$3,500	\$3,500	\$3,144	\$1,375	
634		Operational Supplies							
635	40-460-222	Shop Supplies	\$1,000	\$356	\$1,000	\$1,000	\$1,523	\$2,500	
636	40-460-223	Boat Supplies	\$2,000	\$3,151	\$2,000	\$2,000	\$300	\$2,500	
637	40-460-227	Tools	\$100	\$49	\$500	\$500	\$282	\$500	
638	40-460-231	Fuel	\$8,000	\$6,348	\$10,000	\$10,000	\$5,912	\$10,000	Marina vehicle & For refueling rentals, not for resale
639			\$11,100	\$9,904	\$13,500	\$13,500	\$8,016	\$15,500	
640		Repairs and Maintenance							
641	40-460-232	Vehicle Maintenance	\$500	\$500	\$1,000	\$1,000	\$200	\$600	
642	40-460-233	Equipment Maintenance	\$15,000	\$13,803	\$17,000	\$17,000	\$13,142	\$15,000	
643	40-460-237	Building/Facility Maintenance	\$2,000	\$2,748	\$2,000	\$2,000	\$2,000	\$1,200	
644			\$17,500	\$17,050	\$20,000	\$20,000	\$15,342	\$16,800	

	A	B	C	D	E	F	G	H	I
			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
645		Marina Fund - Expenditures							
646		Purchased Services							
647	40-460-312	Computer Services	\$1,500	\$853	\$1,500	\$1,500	\$1,500	\$1,500	10% IT contract
648	40-460-314	Ads and Legal Notices	\$300	\$100	\$100	\$100	\$2,500	\$2,000	
649	40-460-316	Dues/Memberships	\$500	\$275	\$500	\$500	\$275	\$275	
650	40-460-317	Uniforms	\$1,000	\$687	\$1,000	\$1,000	\$1,400	\$2,500	
651	40-460-318	Miscellaneous Services	\$100	\$1,305	\$500	\$500	\$200	\$300	
652	40-460-320	Marketing	\$2,000	\$1,547	\$2,000	\$2,000	\$578	\$1,000	
653	40-460-330	Bank/Credit Card Fees	\$8,000	\$8,794	\$8,000	\$8,000	\$20,000	\$13,000	Heartland service fees
654			\$13,400	\$13,560	\$13,600	\$13,600	\$26,453	\$20,575	
655		Permits and Fees							
656	40-460-350	Boat Registration	\$850	\$833	\$1,500	\$1,500	\$904	\$875	
657	40-460-351	Licenses	\$165	\$0	\$165	\$165	\$0	\$100	
658			\$1,015	\$833	\$1,665	\$1,665	\$904	\$975	
659		Utilities							
660	40-460-341	Electric Utility	\$600	\$552	\$750	\$750	\$750	\$500	
661	40-460-342	Sewer Utility	\$400	\$396	\$400	\$400	\$400	\$400	
662	40-460-343	Water Utility	\$550	\$548	\$600	\$600	\$600	\$500	
663	40-460-344	Telephone Utility/Internet	\$3,000	\$2,822	\$2,500	\$2,500	\$2,500	\$1,400	Includes Cell Phone
664			\$4,550	\$4,318	\$4,250	\$4,250	\$4,250	\$2,800	
665		Professional Services							
666	40-460-355	Purchased Professional Services	\$1,000	\$712	\$1,000	\$1,000	\$950	\$1,000	Background checks
667	40-460-510	Legal	\$0	\$0	\$0	\$0	\$0	\$0	
668	40-460-512	Audit	\$1,103	\$1,103	\$1,260	\$1,260	\$1,300	\$1,300	10% Marina
669	40-460-515	Engineering/Survey	\$0	\$0	\$0	\$0	\$2,600	\$0	
670			\$2,103	\$1,815	\$2,260	\$2,260	\$4,850	\$2,300	
671		Other Expenses							
672	40-460-301	Contributions	\$2,480	\$2,000	\$2,500	\$2,500	\$0	\$0	Sales tax on the boat that was purchased in 2019 and will be in use 2021. See
673	40-460-360	Sales Tax	\$0	\$0	\$25,300	\$25,300	\$0	\$25,300	Attachment B
674	40-460-370	Training/Travel	\$100	\$0	\$1,000	\$1,000	\$999	\$600	
675	40-460-513	Property/Casualty Insurance	\$2,522	\$2,606	\$3,000	\$3,000	\$3,000	\$2,000	
676	40-460-514	Position Bonds	\$200	\$119	\$200	\$200	\$142	\$150	Cash-handling Marina employees on blanket public employee bond
677	40-460-516	Site Lease	\$1	\$1	\$1	\$1	\$1	\$1	\$1 Lease of Marina from GF
678	40-460-750	Fireworks	\$0	\$0	\$0	\$0	\$0	\$26,000	See Attachment B
679	40-460-870	Contingency	\$367	\$0	\$1,000	\$1,000	\$5,000	\$5,000	COVID???
680			\$5,670	\$4,726	\$33,001	\$33,001	\$9,143	\$59,051	

	A	B	C	D	E	F	G	H	I
1			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
681		Marina Fund - Expenditures							2021 Budget Explanatory Notes
682		Capital Outlay							
683	40-960-610	Capital Equipment	\$154,000	\$154,119	\$40,000	\$40,000	\$39,103	\$92,597	2021: New Tour Boat- See Attachment B
684	40-960-750	Capital Contribs (Interfund)	\$111,025	\$24,420	\$100,000	\$100,000	\$0	\$0	
685	40-960-995	Facilities Improvements	\$0	\$0	\$0	\$0	\$0	\$125,000	2021: Doors for Dock (\$25,000), New Roof at Marina (\$100,000) - See Attachment B
686			\$265,025	\$178,539	\$140,000	\$140,000	\$39,103	\$217,597	
687		Total Marina Fund Expenditures	\$474,780	\$384,278	\$399,393	\$399,393	\$274,992	\$567,877	
688									

	A	B	C	D	E	F	G	H	I
			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
689		Pay-As-You-Throw Fund - Revenues							
690	50-344-110	Bags: Direct Sales (T)	\$2,000	\$3,887	\$2,000	\$2,000	\$1,500	\$4,150	increased 66% for increase in prices
691	50-344-115	Bags: Vendor Purchase (NT)	\$45,000	\$47,436	\$45,000	\$45,000	\$45,000	\$74,700	increased 66% for increase in prices
692	50-344-140	Interest Revenue	\$150	\$308	\$200	\$200	\$300	\$200	
693		Total Revenues	\$47,150	\$51,631	\$47,200	\$47,200	\$46,800	\$79,050	
694									
695		Pay-As-You-Throw Fund - Expenditures							
696		Operations Supplies							
697	50-470-200	Bags for Resale	\$0	\$0	\$0	\$0	\$0	\$0	WasteZero
698	50-470-250	COGS - Bags	\$4,000	\$4,518	\$4,000	\$4,000	\$4,500	\$6,000	Financial reporting requirement; COGS=Cost of Goods Sold
699			\$4,000	\$4,518	\$4,000	\$4,000	\$4,500	\$6,000	
700		Repairs and Maintenance							
701	50-470-315	Site Maintenance	\$2,000	\$13,017	\$2,000	\$2,000	\$10,000	\$13,000	PW/Admin staff time
702									
703		Purchased Services							
704	50-470-300	Dumpster Service	\$31,000	\$17,520	\$30,000	\$30,000	\$20,000	\$30,000	
705	50-470-301	Recycling Contribution	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500	
706	50-470-305	Recycling Program	\$0	\$0	\$0	\$0	\$0	\$5,000	
707	50-470-312	Computer Services	\$125	\$0	\$450	\$450	\$0	\$450	3% IT contract
708			\$32,625	\$19,020	\$31,950	\$31,950	\$21,500	\$36,950	
709									
710		Professional Services							
711	50-470-512	Audit	\$157	\$157	\$378	\$378	\$378	\$390	3% of audit
712									
713		Other Expenses							
714	50-470-310	Site Lease	\$1	\$1	\$1	\$1	\$1	\$1	
715	50-470-320	Business License	\$200	\$0	\$200	\$200	\$0	\$200	
716	50-470-350	Sales Tax	\$186	\$280	\$300	\$300	\$298	\$382	Direct Sales times 9.2%
717	50-470-870	Contingency	\$0	\$79	\$0	\$0	\$4,035	\$0	
718			\$387	\$361	\$501	\$501	\$4,334	\$583	
719		Capital Outlay							
720	50-970-750	Capital Contribs (Interfund)	\$0	\$0	\$0	\$0	\$0	\$0	
721	50-970-751	Site Improvements	\$0	\$0	\$0	\$0	\$0	\$15,000	
722		Total Expenditures	\$39,169	\$37,072	\$38,829	\$38,829	\$40,712	\$71,923	
723									

	A	B	C	D	E	F	G	H	I
			Budget FY2019	Actual FY2019	ORIGINAL Budget FY2020	FINAL Budget FY2020	YTD Estimate ending for FY 2020 FY2020	Budget FY2021	
1									2021 Budget Explanatory Notes
724		Capital Improvement Fund - Streetscape Project ONLY							
725		Revenues							
726	90-344-110	1% Sales & use tax	\$355,882	\$460,379	\$445,635	\$445,635	\$450,000	\$435,000	1% Sales & MV Use Tax actual 1/20-6/2020 + actual 7/19-12/19, less 3.5%
727	90-344-140	Interest revenues	\$10,000	\$20,845	\$18,000	\$18,000	\$10,000	\$15,000	
728	90-344-910	DOLA 2017 Tier II Phase 1	\$0	\$0	\$0	\$0	\$0	\$0	
729	90-344-920	DOLA 2018 Tier II Phase 2	\$1,000,000	\$68,122	\$553,670	\$553,670	\$0	\$700,000	
730	90-391-360	Transfer In (GF Parking in Lieu)	\$0	\$0	\$0	\$0	\$0	\$206,000	81,000 Parking in Lieu, 125,000 boardwalk
731		Total Revenues	\$1,365,882	\$549,346	\$1,017,305	\$1,017,305	\$460,000	\$1,356,000	
732									
733		Expenditures							
734		Other Expenses							
735	90-431-500	Transfer Out to General Fund	\$0	\$0	\$0	\$0	\$0	\$0	
736	90-431-870	Miscellaneous Services	\$1,000	\$250	\$1,000	\$1,000	\$0	\$1,000	US Bank fee
737			\$1,000	\$250	\$1,000	\$1,000	\$0	\$1,000	
738		Debt Service							
739	90-431-120	Issuance costs	\$0	\$0	\$0	\$0	\$0	\$0	
740	90-831-471	Sales tax bonds - principal	\$105,000	\$105,000	\$110,000	\$110,000	\$110,000	\$115,000	
741	90-831-472	Sales tax bonds - interest	\$170,400	\$170,400	\$167,250	\$167,250	\$167,250	\$163,950	
742			\$275,400	\$275,400	\$277,250	\$277,250	\$277,250	\$278,950	
743									
744	90-431-999	TABOR Emergency Reserve	\$40,976	\$0	\$0	\$0	\$0	\$0	Not required.
745									
746		Capital Outlay							
747	90-931-910	Streetscape	\$2,044,020	\$183,650	\$1,657,631	\$1,657,631	\$0	\$1,977,795	
748									
749									
750									
751									
752		Total Expenditures	\$2,361,396	\$459,300	\$1,935,881		\$277,250	\$2,257,745	
753									
754		MSOB-G1044 Grand Lake Open for Business 2021-2022							
755									
756	TBD	MSOB - Grant Funds Revenue						\$479,391	Other half of grant will be recived and spent in 2022
757	TBD	MSOB - Expenses						\$477,481	
758								\$1,910	
759									
760									
761									
762									

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
3								
4		General Fund - Revenues						
5		Taxes						
6	10-311-100	Property Taxes	\$280,701	\$340,657	\$333,658	\$333,658	\$401,968	2022 Mill Levy = 6.812- Assessed value \$59M see Certification
7								
8	10-311-110	Specific Ownership	\$18,000	\$23,305	\$15,000	\$10,000	\$15,000	Property tax on vehicles
9	10-311-120	Interest & Penalty-Prop Taxes	\$550	\$1,398	\$300	\$300	\$300	
10	10-311-130	Motor Vehicle Use Tax	\$38,000	\$44,293	\$40,000	\$37,537	\$40,000	4% - Use (sales) tax on vehicles - from Clerk & Rec by check
11	10-311-140	Sales Tax	\$1,659,230	\$1,979,311	\$1,741,825	\$2,461,018	\$2,461,018	4% Actual 1/21-8/21 + 09/20-12/20
12	10-311-150	Building Use Tax	\$30,000	\$28,186	\$45,000	\$71,350	\$45,000	Revenue based on permits closed, not issued (year end adjustment)
13	10-311-160	Cigarettes-Select Sales Tax	\$3,300	\$3,344	\$3,000	\$2,233	\$3,000	
14	10-316-170	Cable Franchise	\$22,000	\$5,252	\$21,000	\$5,898	\$10,000	5% gross revenues, paid quarterly
15	10-316-171	Telephone Franchise	\$3,500	\$17,053	\$5,500	\$13,569	\$10,000	\$1/mo. per account, paid quarterly
16	10-316-172	Electric Franchise	\$30,000	\$24,891	\$30,000	\$28,897	\$30,000	2%, paid quarterly
17	10-316-173	Natural Gas Franchise	\$13,000	\$9,336	\$11,000	\$4,385	\$11,000	3% gross revenues, paid monthly
18			\$2,098,281	\$2,477,026	\$2,246,283	\$2,968,845	\$3,027,286	
19		Licenses & Permits						
20	10-321-100	Liquor License	\$2,500	\$3,986	\$4,500	\$719	\$4,500	
21	10-321-120	Town Sales Tax License	\$400	\$593	\$500	\$500	\$500	\$5 Town Sales Tax Licenses
22	10-321-130	Motor Vehicle License	\$2,000	\$1,888	\$2,000	\$1,000	\$2,000	Road & Bridge registration fees - paid electronically by GC Treasurer with Property Taxes
23	10-321-140	Sign Permit	\$300	\$180	\$300	\$275	\$300	Includes Town Off Premise Sign Fees
24	10-321-150	Grading Permit	\$200	\$180	\$200	\$200	\$200	
25	10-321-160	Animal License	\$100	\$125	\$150	\$100	\$150	
26	10-321-170	Rent - Visitors Center	\$300	\$655	\$400	\$1,700	\$400	
27	10-321-175	Business License Commission	\$30,000	\$25,387	\$30,000	\$30,000	\$30,000	
28	10-321-180	Nightly Rental License	\$84,000	\$76,200	\$70,000	\$40,055	\$50,000	\$750 license; STR Helper software renewal \$12,000; Remaining revenue transferred to Attainable Housing Fund at year end, funds usually given to Chamber (2019 \$30K)
29	10-321-190	Boardwalk Sales Permit	\$150	\$25	\$150	\$0	\$150	
30			\$119,950	\$109,219	\$108,200	\$74,549	\$88,200	

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
31		General Fund - Revenues						
32		Intergovernmental						
33	10-335-130	Grand Cnty Road & Bridge	\$6,492	\$3,940	\$6,492	\$3,942	\$6,492	
34	10-335-200	Highway User Tax Fund	\$31,000	\$27,600	\$30,000	\$30,000	\$30,000	
35	10-335-800	Conservation Trust Fund	\$2,000	\$2,608	\$2,000	\$2,000	\$2,000	
36	10-335-900	Other Intergovernmental	\$1,200	\$175	\$1,000	\$0	\$1,000	State Severance Tax & Federal Mineral Funds
37			\$40,692	\$34,323	\$39,492	\$35,942	\$39,492	
38								
39		Charges for Services						
40	10-341-100	Court Fees	\$0	\$0	\$0	\$0	\$0	
41	10-341-200	Cemetery	\$5,000	\$6,150	\$3,200	\$9,175	\$3,200	Perpetual Care & Reservation Fees (3 cremations, 1 traditional)
42	10-341-201	Headstone Deposit	\$1,000	\$800	\$1,000	\$1,000	\$1,000	Deposits paid until placement of headstone can be made x 4
43	10-341-300	Zoning & Subdivision Review	\$2,000	\$300	\$2,000	\$3,300	\$2,000	
44	10-341-400	Attainable Housing Fee	\$2,000	\$70	\$2,000	\$0	\$2,000	Based on new construction paid at building permit pick-up
45	10-341-500	EV Charging Station	\$300	\$515	\$300	\$764	\$300	
46	10-341-600	Fuel Depot Surcharge	\$1,000	\$10,587	\$1,000	\$9,992	\$1,000	
47	10-341-625	Spec Ev/Material Recovery Fee	\$10,000	\$0	\$0	\$0	\$0	
48	10-341-700	Copies/Faxes/Soda	\$100	\$164	\$100	\$49	\$100	
49	10-341-850	Nightly Rental Application Fee	\$1,200	\$3,220	\$1,200	\$1,425	\$1,200	
50	10-350-101	GL Center - Rental Fees	\$17,600	\$19,603	\$17,600	\$11,560	\$17,600	
51	10-350-111	GL Center - (T) Merch Sales	\$1,000	\$0	\$0	\$0	\$0	
52	10-350-115	GL Center - (N) Merch Sales	\$0	\$60	\$0	\$65	\$0	
53	10-350-121	GL Center - Memberships	\$54,660	\$26,485	\$30,000	\$17,313	\$30,000	Incl. Employee GLC Membership Benefit
54	10-350-131	GL Center - Rec Fees	\$17,600	\$5,385	\$12,000	\$4,508	\$12,000	
55	10-350-201	GL Center - Donations	\$0	\$0	\$0	\$650	\$0	
56			\$113,460	\$73,337	\$70,400	\$59,801	\$70,400	
57		Fines and Forfeitures						
58	10-351-100	Ordinance/Traffic Fines	\$0	\$0	\$0	\$0	\$0	
59								
60		Fees and Leases						
61	10-353-180	Rent - Visitors Center	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	VC Service Agreement requirement for Maintenance on VC; See 10-415-723.
62								

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
63		General Fund - Revenues						
64		Net Investment Income						
65	10-355-100	Interest Revenue	\$18,000	\$11,652	\$18,000	\$4,437	\$5,000	Interest rates will not rebound enough in 2022 for this to be more
66								
67		Other Revenue						
68	10-334-210	Orton - Community Heart & Soul	\$10,000	\$5,000	\$0	\$0	\$0	Exp 10-415-355
69	10-334-900	Grants - Other	\$25,000	\$116,620	\$0	\$63,591	\$0	
70	10-360-130	Municipal Fee	\$0	\$90	\$50	\$0	\$50	Muni fee penalty
71	10-360-140	Rent - Land, Buildings	\$10,000	\$5,955	\$10,000	\$3,315	\$10,000	Pavilion, Comm. House, Lakefront Park, Lakefront to RM SUP, etc.
72	10-360-160	Rent - Enterprise Fund Sites	\$2	\$2	\$2	\$0	\$0	Marina, PAYT
73	10-360-190	Gifts - Donations	\$0	\$0	\$0	\$0	\$0	
74	10-360-200	Misc. Revenues - General	\$7,000	\$5,962	\$5,000	\$69,666	\$5,000	NEED TO RECLASS
75	10-360-230	Memorial Benches	\$0	\$0	\$0	\$0	\$0	
76			\$52,002	\$133,629	\$15,052	\$136,573	\$15,050	
77		Contributions						
78	10-377-200	Capital Contribs (Interfund)	\$100,000	\$0	\$0	\$0	\$0	
79								
80		Capital Specific Revenue						
81	10-360-110	Sale of Assets	\$25,000	\$0	\$25,000	\$0	\$25,000	2021 sell fleet; one truck and subaru
82	10-377-350	Developer Letter of Credit	\$0	\$0	\$0	\$0	\$0	
83	10-377-100	Capital Lease Proceeds	\$0	\$0	\$0	\$0	\$0	
84	10-377-120	Certificate of Participation	\$0	\$0	\$1,565,000	\$1,570,000	\$0	Funds in, expense is 10-952-970
85	10-377-140	Grants - Capital	\$175,962	\$0	\$440,000	\$63,579	\$376,421	325,000 grant less the 110K already spent- assuming current balance of 64K out of total
86	10-377-150	CDOT Off-System Bridge Program	\$0	\$0	\$0	\$0	\$0	
87	10-377-154	CO Parks & Wildlife	\$0	\$0	\$0	\$0	\$0	
88	10-377-157	DOLA Tier 1 - W. Portal Bridge	\$0	\$0	\$0	\$0	\$0	
89			\$200,962	\$0	\$2,030,000	\$1,633,579	\$401,421	
90		Total Revenues	\$2,745,847	\$2,841,686	\$4,529,927	\$4,916,225	\$3,649,349	

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
91		General Fund - Expenditures						
92		Cemetery Committee						
93	10-410-211	General Supplies/Misc Expenses	\$4,500	\$1,728	\$4,500	\$1,000	\$4,500	\$2,000 Mapping; \$2,500 General Supplies
94	10-410-215	Grave Markers	\$1,675	\$1,325	\$3,050	\$200	\$3,050	1050 for 7 new @150 each, 2000 for refunds
95	10-410-242	General Maintenance	\$4,000	\$2,565	\$4,000	\$1,188	\$4,000	General maintenance (tree removal)
96			\$10,175	\$5,618	\$11,550	\$2,388	\$11,550	
97								
98		Planning Commission/Board of Adjustments						
99	10-412-211	General Office Supplies	\$1,000	\$1,559	\$1,000	\$74	\$1,000	based on overall Admin General Office Supplies expense
100	10-412-311	Postage/Ads/Legal Notices	\$2,200	\$19	\$1,000	\$94	\$1,000	Reimbured by applicant
101	10-412-314	Purchased Services	\$10,000	\$6,520	\$2,000	\$6,096	\$18,000	Reimbursable from developers/owners-\$1500/mo RG assoc
102	10-412-319	Misc.-Planning Commission/BOA	\$100	\$0	\$300	\$600	\$1,000	
103	10-412-320	Computer Hardware	\$0	\$0	\$7,000	\$1,720	\$7,000	software renewals, large format scanner for records
104	10-412-351	Planning Legal Services	\$2,000	\$0	\$3,000	\$0	\$6,000	Rezoning and development, Town expects reimbursement from developers for expenses incurred in connection with development.
105	10-412-370	Training/Travel	\$0	\$2,051	\$6,000	\$1,173	\$6,000	Planner in Admin, classes, online seminar
106	10-412-380	Comp Plan Update	\$50,000	\$47,554	\$0	\$0	\$50,000	plan.
107			\$65,300	\$57,703	\$20,300	\$9,758	\$90,000	
108								
109		Greenways Committee						
110	10-414-211	General Supplies	\$2,000	\$833	\$2,000	\$5,954	\$6,000	Hilly Lawn-Fuel (\$1100 for fuel purchases elsewhere-1,700 mile equivalent); GL Hardware; Flowering of Grand Lake supplies
111	10-414-238	Trees/Shrubs/Plantings	\$6,000	\$5,805	\$6,500	\$1,717	\$6,500	Requested a \$500 increase for additional plantings/planters and increase in costs of goods
112	10-414-241	Arbor Day Supplies	\$250	\$0	\$250	\$214	\$250	Arbor Day programs for Tree City USA requirements; Seedlings from CSU Extension
113	10-414-319	Contract Labor	\$36,698	\$37,362	\$38,535	\$38,000	\$38,535	2021: Increase of 5% hourly based on 40 hour week is \$37.05
114	10-414-726	Miscellaneous Services	\$150	\$0	\$150	\$16	\$150	
115	10-414-870	Contingency	\$150	\$0	\$150	\$0	\$150	
116			\$45,248	\$44,000	\$47,585	\$45,901	\$51,585	
117								

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
118		General Fund - Expenditures						
119		Board of Trustees						
120	10-413-142	Workers' Compensation	\$309	\$229	\$309	\$115	\$300	
121	10-413-211	Office/meeting supplies	\$0	\$37	\$2,400	\$630	\$2,400	New account for meeting supplies for 2021
122	10-413-215	Elections	\$2,000	\$2,442	\$2,000	\$1,050	\$1,200	
123	10-413-316	Dues/Memberships	\$7,700	\$8,896	\$7,700	\$7,000	\$17,700	Empl Council, CAST, CML, NWCCOG/RRR/QQ, Club 20, 3 Lakes Watershed, GCWIN, I-70 Coalition, Arbor Day Foundation, Downtown CO Inc, Rky Mtn Conservancy, Grand Foundation Corporate Sponsorship
124	10-413-370	Training/Travel	\$7,500	\$1,867	\$7,500	\$1,265	\$7,500	
125	10-413-460	Long Range/Misc	\$1,500	\$818	\$500	\$355	\$500	BOT retreat facilitator and misc. expenses
126	10-413-461	Appreciation Program	\$3,300	\$1,128	\$3,000	\$4,386	\$3,000	Appreciation Dinner; Misc appreciation expenses
127	10-413-462	Computer Equipment	\$1,000	\$476	\$1,000	\$2,369	\$2,400	
128	10-413-463	Water Quality Issues	\$1,000	\$0	\$0	\$0	\$0	GCWIN - Continued toxin monitoring
129	10-413-465	Computer Software	\$425	\$980	\$1,000	\$1,000	\$1,000	Liberty software annual support - was in ADMIN
130	10-413-870	Board Contingency	\$250	\$350	\$250	\$0	\$250	
131	10-413-452	Headwater Trails Alliance	\$4,500	\$4,500	\$5,000	\$0	\$0	
132	10-413-722	Grand Lake Trailgrooming	\$22,500	\$22,500	\$25,000	\$0	\$0	
133	10-413-723	Grand Lake Historical Society	\$347	\$347	\$0	\$0	\$0	
134	10-413-728	Miscellaneous Donations	\$500	\$37,500	\$50,000	\$50,000	\$45,000	2020, 2021 for business support, 2022 \$5,000 for substance abuse counseling, \$25,000 for Community House upgrades, \$10,000 for kiln for GLC, \$5,000 for GCWC
135	10-413-731	Grnd Cnty Council on Aging	\$3,600	\$3,600	\$0	\$0	\$0	
136	10-413-782	Advocates	\$1,350	\$1,350	\$0	\$0	\$0	
137	10-413-793	GL Fireworks Organization	\$10,000	\$3,000	\$0	\$0	\$0	Moved to Marina
138	10-413-796	Mountain Family Center	\$5,400	\$5,400	\$0	\$100	\$0	
139	10-413-797	Grand Arts Council	\$1,980	\$1,980	\$2,200	\$0	\$0	
140	10-413-843	Rocky Mtn Rep Theatre	\$1,350	\$1,350	\$1,350	\$1,350	\$1,350	Year 13 of 20
141	10-413-845	GC Rural Health Network	\$500	\$500	\$0	\$0	\$0	
142	10-413-850	Grand Lake Yacht Club Sailing	\$225	\$225	\$0	\$0	\$0	
143	10-413-852	Grand Angels	\$0	\$0	\$0	\$0	\$0	
144	10-413-854	GC Search & Rescue	\$0	\$0	\$0	\$0	\$0	
145	10-413-855	GL US Constitution Week	\$4,050	\$4,050	\$0	\$0	\$0	
146	10-413-856	Grand Enterprise Initiative	\$0	\$0	\$0	\$0	\$0	
147	10-413-860	GC Housing Assistance Fund	\$0	\$0	\$0	\$0	\$0	
148	10-413-859	Grand Foundation	\$750	\$750	\$35,000	\$35,000	\$50,000	Increased for 2021
149	10-413-861	GAP - Grand Foundation	\$1,000	\$0	\$0	\$0	\$0	

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
150			\$83,036	\$104,274	\$144,209	\$104,619	\$132,600	
151		Subtotal Boards and Committees	\$203,759	\$211,594	\$223,644	\$162,665	\$285,735	

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
152		General Fund - Expenditures						
153		Administration						
154		Personnel						
155	10-415-100	Gross Wages - Administration	\$212,399	\$214,383	\$310,121	\$275,461	\$348,886	
156	10-415-103	OT/Comp Time Buyout	\$0	\$2,427	\$0	\$1,429	\$0	
157	10-415-105	Bonus	\$1,550	\$5,000	\$4,800	\$0	\$7,000	\$1000 per employee
158	10-415-110	Gross Wages-Admin PT/Seasonal	\$22,065	\$12,175	\$23,476	\$2,617	\$26,411	
159	10-415-134	Alternative Benefit	\$6,000	\$6,000	\$6,000	\$6,000	\$6,600	
160	10-415-130	GLC Membership Benefit	\$2,130	\$0	\$1,750	\$0	\$1,925	
161	10-415-131	Longevity Benefit	\$0	\$370	\$0	\$0	\$0	
162	10-415-132	ICMA Town Paid Benefit	\$18,758	\$13,108	\$27,072	\$25,308	\$30,456	8% Maximum
163	10-415-133	Health/Dental-Employee	\$35,750	\$29,535	\$32,845	\$37,251	\$34,487	Medical/Dental/Life/Vision
164	10-415-135	Dep Health/Dental	\$6,178	\$4,560	\$6,282	\$0	\$6,596	
165	10-415-136	Medical Benefit Allowance	\$3,348	\$1,975	\$6,588	\$8,414	\$7,412	
166	10-415-141	Unemployment Insurance	\$726	\$460	\$1,015	\$553	\$1,142	.3% of wages
167	10-415-142	Workers' Compensation	\$539	\$577	\$943	\$1,610	\$1,061	
168	10-415-143	Social Security Match	\$16,168	\$15,412	\$22,659	\$18,422	\$25,491	6.2% of wages+Town ICMA
169	10-415-144	Medicare Match	\$3,781	\$3,596	\$5,299	\$4,307	\$5,961	1.45% of wages+Town ICMA
170			\$329,392	\$309,579	\$448,850	\$381,373	\$503,428	
171		Supplies						
172	10-415-211	General Office Supplies	\$3,600	\$2,959	\$4,500	\$10,787	\$5,000	
173	10-415-215	Computer Software	\$20,622	\$21,587	\$16,622	\$15,954	\$17,000	Firewall, Malware, Antivirus, Adobe, STR Helper (\$9,350), ESRI (\$700); Caselle Ongoing; O365 (10 lic),
174	10-415-220	Computer Hardware	\$0	\$3,289	\$7,000	\$0	\$7,000	Replacement Server
175	10-415-226	Small Equipment	\$2,100	\$3,226	\$2,100	\$2,100	\$2,100	Copier lease
176	10-415-252	Resale Supplies	\$0	\$0	\$0	\$0	\$0	
177			\$26,322	\$31,062	\$30,222	\$28,841	\$31,100	
178		Repairs and Maintenance						
179	10-415-231	Gas/Fuel	\$1,000	\$1,975	\$1,000	\$1,237	\$1,000	
180	10-415-232	Vehicle Maintenance	\$1,000	\$7	\$1,000	\$1,130	\$1,000	(2) vehicles
181	10-415-233	Office Equipment Maintenance	\$2,500	\$542	\$2,500	\$0	\$2,500	Copier Maint agreement
182	10-415-237	Building Maintenance	\$15,500	\$1,634	\$15,500	\$0	\$0	
183	10-415-238	Town Hall Furnishings	\$250	\$0	\$250	\$0	\$250	
184			\$20,250	\$4,159	\$20,250	\$2,367	\$4,750	

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
185		General Fund - Expenditures						
186		Administration						
187		Purchased Services						
188	10-415-311	Postage/Freight	\$2,100	\$1,657	\$2,000	\$4,813	\$5,000	Meter lease + postage meter refills
189	10-415-312	Computer Services	\$14,750	\$13,032	\$62,000	\$50,000	\$62,000	60% IT contract; 1/2 Caselle support (get rid of PR); Paychex, 40K for new town website, time clock system- See Attachment A
190	10-415-314	Ads & Legal Notices	\$750	\$4,676	\$750	\$4,578	\$5,000	Increased usage in 2020 and 2021
191	10-415-316	Dues & Memberships	\$1,650	\$963	\$1,650	\$1,213	\$1,650	APA, IIMC, CMCA, CCCMA, CAMCA, CGFOA, Amazon Prime, ALERT/SAM, ICMA
192	10-415-318	Janitorial Services	\$0	\$0	\$0	\$0	\$0	
193	10-415-319	Miscellaneous Services	\$150	\$140	\$150	\$3,650	\$5,000	
194	10-415-330	Bank Fees	\$675	\$1,165	\$675	\$1,371	\$1,500	Safe deposit box/returned checks/direct deposit fees
195			\$20,075	\$21,632	\$67,225	\$65,625	\$80,150	
196		Utilities						
197	10-415-341	Electric Utility	\$4,100	\$3,175	\$3,500	\$3,500	\$3,500	
198	10-415-342	Sewer Utility	\$1,050	\$1,092	\$1,000	\$1,154	\$1,000	
199	10-415-343	Water Utility	\$1,500	\$870	\$1,200	\$882	\$1,200	
200	10-415-344	Telephone/Internet Utility	\$4,300	\$8,411	\$5,000	\$7,000	\$7,500	Includes internet service, cell phone- increased to reflect higher costs from vendor
201	10-415-345	Natural Gas Utility	\$2,500	\$1,723	\$2,500	\$2,500	\$2,500	
202	10-415-346	Website Hosting Services	\$750	\$888	\$800	\$720	\$800	Website Hosting (Rain Retail-\$588)
203	10-415-347	Recycling - Town Hall	\$1,300	\$936	\$1,300	\$1,031	\$1,300	
204			\$15,500	\$17,095	\$15,300	\$16,787	\$17,800	
205		Professional Services						
206	10-415-351	Legal Services	\$40,000	\$11,867	\$30,000	\$65,000	\$85,000	Reflects increase in 2021 assuming maintained in 2022
207	10-415-352	Audit	\$10,060	\$10,050	\$10,300	\$10,300	\$10,300	60% of audit - (1/2) of \$5,000 single audit
208	10-415-353	Judge-Municipal Court	\$800	\$0	\$500	\$0	\$500	As-needed basis
209	10-415-355	Professional Services-Other	\$52,700	\$17,993	\$11,700	\$12,270	\$15,000	ABC Flex, Background checks
210			\$103,560	\$39,910	\$52,500	\$87,570	\$110,800	

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
211		General Fund - Expenditures						
212		Administration						
213		Marketing						
214	10-415-560	Treasurer's Fees	\$5,986	\$6,746	\$6,980	\$6,362	\$8,039	2% of Property Taxes calculated from COV+Interest and Penalties
215	10-415-721	Chamber Service Agreement	\$32,732	\$32,732	\$32,732	\$32,732	\$32,732	\$32,732 for VC services by Chamber
216	10-415-722	BLC Fee Remittance	\$38,000	\$38,000	\$38,000	\$38,000	\$38,000	For marketing services by Chamber
217	10-415-723	Visitor Center Repairs & Maint	\$15,102	\$15,102	\$15,102	\$15,102	\$15,102	
218	10-415-724	NRL VC Op	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	For PT Visitor Center employee by Chamber
219	10-415-800	Attainable Housing Expenses	\$0	\$11,141	\$0	\$9,290	\$15,000	Increased to reflect increased cost
220	10-415-870	Contingency - General Admin	\$5,000	\$0	\$5,000	\$991	\$11,000	for Chamber general expenses
221	10-415-875	Marketing Contingency	\$150	\$0	\$150	\$0	\$150	
222	10-415-880	Chamber Public Relations	\$0	\$0	\$10,000	\$10,000	\$10,000	
223	10-415-885	Town Events	\$0	\$0	\$10,000	\$5,000	\$10,000	
224			\$126,970	\$133,721	\$147,964	\$147,477	\$170,023	
225		Other Expenses						
226	10-415-370	Training/Travel	\$9,750	\$2,118	\$10,750	\$2,953	\$10,750	Planner (\$750); Clerk (\$3,000); Treasurer (\$3,250); Code (\$750); Manager (\$3,000)
227	10-415-371	Misc Employee Expenses	\$0	\$0	\$14,000	\$11,322	\$14,000	Employee Enrichment
228	10-415-393	Document Recording	\$250	\$0	\$250	\$0	\$250	
229	10-415-394	Developer Reimbursement	\$1,000	\$7,976	\$1,000	\$0	\$1,000	
230	10-415-513	Property/Casualty Insurance	\$25,000	\$24,644	\$25,000	\$23,364	\$25,000	
231	10-415-514	Position Bonds	\$400	\$890	\$400	\$1,278	\$400	Employee/Trustee Blanket Bonds
232	10-415-540	Grants to Neighborhoods	\$0	\$0	\$0	\$0	\$0	
233			\$36,400	\$35,629	\$51,400	\$38,916	\$51,400	
234		Transit						
235	10-415-385	Transit Service	\$0	\$0	\$40,000	\$0	\$40,000	See Attachment A; carry over from 2021
236	10-415-386	Transit Planning	\$0	\$0	\$10,000	\$0	\$10,000	See Attachment A; carry over from 2021
237	10-415-387	Transit Capital Investment	\$0	\$0	\$0	\$0	\$0	
238			\$0	\$0	\$50,000	\$0	\$50,000	
239								
240		Economic Development Grants						
241	10-416-100	Trail Groomers	\$0	\$0	\$25,000	\$25,000	\$25,000	
242	10-416-150	Heart and Soul	\$0	\$0	\$0	\$0	\$0	
243	10-416-200	Space to Create	\$0	\$0	\$0	\$0	\$0	Using 10-915-950
244	10-416-250	Headwaters Trail Assoc- HTA	\$0	\$0	\$5,000	\$5,000	\$5,000	

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
245	10-416-260	Grand Art Council	\$0	\$0	\$2,200	\$2,200	\$2,200	
246	10-416-270	Rocky Mtn Rep	\$0	\$0	\$0	\$0	\$0	
247			\$0	\$0	\$32,200	\$32,200	\$32,200	Other grants moved to Grand Foundation line under BoT
248								
249		Subtotal Administration	\$678,469	\$592,786	\$915,911	\$801,157	\$1,051,651	

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
250		General Fund - Expenditures						
251		Public Safety						
252		Personnel						
253	10-421-100	Gross Wages - Public Safety	\$0	\$0	\$0	\$0	\$0	Moved Code Enforcement office to Admin
254	10-421-103	Comp Time Buyout	\$0	\$0	\$0	\$0	\$0	
255	10-421-105	Bonus	\$0	\$1,000	\$0	\$0	\$0	
256	10-421-110	Gross Wages-Public Safety PT	\$16,640	\$16,469	\$0	\$0	\$0	
257	10-421-130	GLC Membership Benefit	\$355	\$0	\$0	\$0	\$0	
258	10-421-131	Longevity Benefit	\$0	\$0	\$0	\$0	\$0	
259	10-421-132	ICMA Town Paid Benefit	\$1,331	\$0	\$0	\$0	\$0	
260	10-421-133	Health/Dental-Employee	\$0	\$14,495	\$0	\$0	\$0	
261	10-421-135	Dep Health/Dental	\$0	\$612	\$0	\$0	\$0	
262	10-421-136	Medical Benefit	\$0	\$26	\$0	\$0	\$0	
263	10-421-141	Unemployment Insurance	\$50	\$39	\$0	\$0	\$0	
264	10-421-142	Workers' Compensation	\$93	\$339	\$0	\$0	\$0	
265	10-421-143	Social Security Match	\$1,114	\$1,031	\$0	\$0	\$0	
266	10-421-144	Medicare Match	\$294	\$241	\$0	\$0	\$0	
267			\$19,877	\$34,252	\$0	\$0	\$0	
268		Purchased Services						
269	10-421-314	Dispatch Operations	\$20,858	\$20,858	\$20,858	\$20,858	\$25,000	Increase from 2021
270	10-421-339	Sheriff's Contract	\$145,000	\$145,950	\$145,000	\$166,808	\$257,000	Increase from 2021, added coverage
271	10-421-340	Special Event Security	\$0	\$0	\$0	\$0	\$0	
272			\$165,858	\$166,808	\$165,858	\$187,665	\$282,000	
273		Subtotal Public Safety	\$185,735	\$201,060	\$165,858	\$187,665	\$282,000	
274								

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
275		General Fund - Expenditures						
276		Public Works						
277		Personnel						
278	10-431-100	Gross Wages - Public Works	\$214,082	\$215,579	\$233,034	\$213,541	\$262,163	
279	10-431-103	OT/Comp Time Buyout	\$9,350	\$13,832	\$15,000	\$20,573	\$16,875	
280	10-431-105	Bonus	\$1,500	\$5,000	\$2,400	\$5,500	\$4,000	
281	10-431-111	On Call Pay	\$18,200	\$16,900	\$22,575	\$17,800	\$24,833	
282	10-431-130	GLC Membership Benefit	\$1,420	\$0	\$0	\$15,281	\$0	
283	10-431-131	Longevity	\$0	\$1,050	\$0	\$0	\$0	
284	10-431-317	Uniform Allowance	\$2,400	\$2,572	\$2,400	\$3,000	\$2,640	
285	10-431-132	ICMA Deferred Compensation	\$17,127	\$13,096	\$21,841	\$26,424	\$24,571	8% Maximum
286	10-431-133	Health/Dental-Employee	\$50,470	\$37,256	\$68,544	\$57,827	\$68,000	Medical/Dental/Life/Vision
287	10-431-135	Dep Health/Dental	\$6,087	\$14,338	\$6,240	\$0	\$6,552	
288	10-431-136	Medical Benefit Allowance	\$4,800	\$1,927	\$4,800	\$2,952	\$4,800	
289	10-431-141	Unemployment Insurance	\$724	\$497	\$819	\$828	\$921	.3% of wages + On Call
290	10-431-142	Workers' Compensation	\$16,896	\$16,820	\$16,900	\$15,918	\$19,013	
291	10-431-143	Social Security Match	\$16,003	\$15,997	\$16,927	\$16,325	\$19,043	6.2% of wages + Town ICMA + On Call
292	10-431-144	Medicare Match	\$3,744	\$3,740	\$3,959	\$3,819	\$4,454	1.45% of wages + Town ICMA + On Call
293			\$362,803	\$358,604	\$415,439	\$399,787	\$457,865	
294		Supplies						
295	10-431-222	General Supplies	\$4,000	\$334	\$5,000	\$5,000	7,000	
296	10-431-224	Safety Supplies	\$5,000	\$680	\$7,000	\$7,000	7,000	Crowd-control fencing, snow fencing, cones
297	10-431-226	Vehicle Supplies	\$2,500	\$0	\$3,000	\$3,000	4,000	Truck tool boxes
298	10-431-227	Small Tools	\$5,000	\$14	\$6,000	\$6,000	8,000	
299			\$16,500	\$1,028	\$21,000	\$21,000	\$26,000	
300		Repairs and Maintenance						
301	10-431-231	Gas/Fuel/Liquids	\$20,000	\$12,250	\$22,000	\$22,000	25,000	
302	10-431-232	Vehicle Maintenance	\$7,500	\$2,351	\$8,500	\$8,500	10,000	
303	10-431-233	Equipment Maintenance	\$25,000	\$17,035	\$25,000	\$25,000	28,000	
304	10-431-235	Tires/Chains	\$12,000	\$1,326	\$12,000	\$12,000	15,000	
305	10-431-236	Misc. Bridge Work	\$17,000	\$16,074	\$5,000	\$5,000	5,000	
306	10-431-237	Building Maintenance	\$5,000	\$211	\$5,000	\$5,000	6,000	
307	10-431-238	Street Light Maintenance	\$2,000	\$212	\$3,000	\$3,000	3,000	
308	10-431-239	Miscellaneous Maintenance	\$500	\$0	\$1,000	\$1,000	3,000	
309	10-431-242	Road Maintenance	\$76,000	\$32,924	\$100,000	\$100,000	150,000	Pot holes/ seal cracks in road/maintaining streets. See attachment A
310	10-431-245	Boardwalk Maintenance	\$100,000	\$0	\$0	\$0	0	
311	10-431-253	Tree Removal	\$1,500	\$0	\$500	\$500	5,000	
312	10-431-254	Tree Spraying	\$0	\$0	\$0	\$0	500	
313	10-431-255	Stormwater Filter Maintenance	\$500	\$0	\$1,500	\$1,500	\$15,000	replace filters
314			\$267,000	\$82,382	\$183,500	\$183,500	\$265,500	

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
315		General Fund - Expenditures						
316		Public Works						
317		Purchased Services						
318	10-431-312	Computer Services	\$2,070	\$806	\$4,000	\$4,000	4,000	
319	10-431-314	Ads/Bid Notices	\$1,800	\$0	\$2,000	\$2,000	2,000	
320	10-431-319	Misc. Purchased Services	\$1,500	\$2,261	\$2,500	\$2,500	2,500	Required physicals, fuel bond, Hep B shots
321			\$5,370	\$3,066	\$8,500	\$8,500	\$8,500	
322		Utilities						
323	10-431-318	Trash/Recycle Services	\$9,000	\$12,020	\$9,000	\$9,000	11,000	
324	10-431-341	Electric Utility	\$6,000	\$4,429	\$8,000	\$8,000	11,000	
325	10-431-343	Water Utility	\$600	\$530	\$1,000	\$1,000	\$1,000	
326	10-431-344	Telephone/Internet Utility	\$3,200	\$5,202	\$6,000	\$6,000	7,000	
327	10-431-345	Natural Gas Utility	\$4,500	\$3,397	\$4,500	\$4,500	\$4,500	
328	10-431-349	Street Light Electric Utility	\$24,000	\$18,405	\$24,000	\$24,000	\$24,000	
329			\$47,300	\$43,983	\$52,500	\$52,500	\$58,500	
330		Professional Services						
331	10-431-354	Engineering/Surveying Services	\$2,000	\$1,078	\$2,000	\$2,000	\$10,000	
332								
333		Other						
334	10-431-370	Training/Travel	\$3,000	\$117	\$5,000	\$5,000	\$6,000	
335	10-431-399	Equip Rental	\$8,000	\$3,052	\$17,000	\$17,000	\$10,000	
336	10-431-870	Contingency- Public Works	\$500	\$1,750	\$500	\$500	\$500	
337			\$11,500	\$4,918	\$22,500	\$22,500	\$16,500	
338		Subtotal Public Works	\$712,473	\$495,059	\$705,439	\$689,787	\$842,865	
339								

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
340		General Fund - Expenditures						
341		Grand Lake Center						
342		Personnel						
343	10-450-100	Gross Wages - GL Center	\$107,553	\$107,597	\$99,376	\$101,274	\$111,798	25% PW/Parks/GLC employee, 10% Treasurer, 3% Town Mgr., 5% Admin/Bookkeeper
344	10-450-103	OT/Comp Time Buyout	\$275	\$1,550	\$0	\$402	\$0	
345	10-450-105	Bonus	\$550	\$2,000	\$1,350	\$0	\$1,485	
346	10-450-110	Gross Wages-GLC PT/Seasonal	\$0	\$240	\$0	\$400	\$0	
347	10-450-130	GLC Membership Benefit	\$799	\$0	\$700	\$0	\$770	
348	10-450-131	Longevity Benefit	\$0	\$99	\$0	\$0	\$0	
349	10-450-317	Uniform Allowance	\$150	\$109	\$150	\$0	\$150	1 employee @ .25 for allowance
350	10-450-132	ICMA Town Paid Benefit	\$8,604	\$3,813	\$8,058	\$8,724	\$9,065	8% Maximum
351	10-450-133	Health/Dental-Employee	\$30,073	\$28,511	\$35,404	\$23,122	\$37,174	Medical/Dental/Life/Vision
352	10-450-135	Dep. Health/Dental	\$1,765	\$197	\$1,765	\$0	\$1,853	
353	10-450-136	Medical Benefit Allowance	\$2,856	\$1,678	\$2,916	\$2,990	\$3,281	
354	10-450-141	Unemployment Insurance	\$331	\$223	\$298	\$331	\$335	.3% of wages
355	10-450-142	Workers' Compensation	\$2,273	\$2,981	\$1,800	\$1,240	\$2,025	
356	10-450-143	Social Security Match	\$7,334	\$7,057	\$6,745	\$6,588	\$7,588	6.2% of wages+Town ICMA
357	10-450-144	Medicare Match	\$1,715	\$1,651	\$1,577	\$1,524	\$1,774	1.45% of wages+Town ICMA
358			\$164,278	\$157,707	\$160,139	\$146,595	\$177,299	
359		Supplies						
360	10-450-211	Gen Office Supplies	\$1,500	\$1,819	\$1,500	\$1,265	\$1,500	
361	10-450-220	General Operating Supplies	\$3,000	\$5,365	\$0	\$2,017	\$3,000	Moved to Park Improvements in 2021 will move back in 2022
362	10-450-226	Office Equip Lease	\$1,000	\$988	\$3,000	\$1,152	\$1,200	Copier Lease
363	10-450-252	Resale Supplies	\$1,000	\$0	\$1,000	\$0	\$1,000	Items purchased for resale: towels, water bottles, T-shirts, etc.
364			\$6,500	\$8,171	\$5,500	\$4,434	\$6,700	
365		Repairs and Maintenance						
366	10-450-233	Office Equip Maint	\$600	\$204	\$600	\$289	\$600	Copier maintenance
367	10-450-235	Fitness Equip Maint	\$1,500	\$0	\$1,500	\$0	\$1,500	
368	10-450-237	Building Maintenance	\$25,000	\$4,678	\$21,000	\$492	\$21,000	
369	10-450-239	Minor Infrastructure Maint	\$0	\$0	\$10,000	\$0	\$10,000	
370	10-450-250	Backflow Maintenance	\$400	\$225	\$400	\$0	\$400	
371	10-450-350	Maintenance Agreement	\$4,200	\$3,425	\$4,200	\$1,411	\$4,200	Honeywell heating system
372			\$31,700	\$8,533	\$37,700	\$2,191	\$37,700	

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
373		General Fund - Expenditures						
374		Grand Lake Center						
375		Utilities						
376	10-450-318	Trash/Recycle Services	\$480	\$0	\$480	\$0	\$500	
377	10-450-341	Electric Utility	\$14,000	\$12,149	\$14,000	\$13,127	\$14,000	
378	10-450-342	Sewer Utility	\$4,500	\$3,696	\$4,500	\$3,907	\$4,500	
379	10-450-343	Water Utility	\$2,500	\$1,774	\$2,500	\$1,176	\$2,500	
380	10-450-344	Telephone/Internet/TV Utility	\$4,000	\$6,191	\$4,000	\$4,000	\$4,000	
381	10-450-345	Natural Gas Utility	\$7,500	\$4,684	\$7,500	\$7,500	\$7,500	
382			\$32,980	\$28,495	\$32,980	\$29,711	\$33,000	
383		Professional Services						
384	10-450-312	Computer Services	\$2,820	\$2,330	\$2,820	\$2,236	\$2,820	7% of IT contract + 1.5 hr/mo @ \$115/hr
385	10-450-351	Legal Services	\$1,000	\$0	\$1,000	\$0	\$1,000	
386	10-450-352	Audit	\$882	\$910	\$910	\$0	\$910	7% of audit
387	10-450-355	Purchased Professional Serv.	\$2,000	\$1,130	\$2,000	\$1,530	\$2,000	
388			\$6,702	\$4,370	\$6,730	\$3,766	\$6,730	
389		Other						
390	10-450-234	Signage	\$1,000	\$0	\$0	\$6	\$0	
391	10-450-236	Minor/Misc Equipment	\$2,500	\$2,614	\$4,500	\$2,613	\$4,500	
392	10-450-238	Minor/Misc Furnishings	\$2,000	\$2,077	\$4,000	\$2,985	\$4,000	
393	10-450-320	Marketing	\$10,000	\$3,385	\$10,000	\$3,803	\$10,000	website, brochures/booklets
394	10-450-360	Sales Tax	\$92	\$0	\$92	\$0	\$92	
395	10-450-370	Training/Travel	\$300	\$419	\$300	\$0	\$300	
396	10-450-513	Property/Casualty Insurance	\$8,000	\$7,564	\$8,000	\$6,679	\$8,000	
397	10-450-755	Exercise Equipment	\$2,000	\$1,063	\$2,000	\$44,216	\$2,000	Purchase golf sim in 2021
398	10-450-870	Contingency - GL Center	\$1,000	\$2,275	\$1,000	\$378	\$31,000	\$30,000 for summer day camp
399			\$26,892	\$19,396	\$29,892	\$60,679	\$59,892	
400		Subtotal Grand Lake Center	\$269,052	\$226,672	\$272,941	\$247,376	\$321,321	
401								

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
402		General Fund - Expenditures						
403		Parks						
404		Personnel						
405	10-452-100	Gross Wages - Parks	\$38,347	\$39,786	\$40,509	\$36,853	\$45,573	
406	10-452-103	OT/Comp Time Buyout	\$1,575	\$1,523	\$0	\$0	\$0	
407	10-452-105	Bonus	\$300	\$0	\$0	\$0	\$0	
408	10-452-130	GLC Membership Benefit	\$266	\$0	\$0	\$0	\$0	
409	10-452-131	Longevity	\$0	\$765	\$0	\$0	\$0	
410	10-452-317	Uniform Allowance	\$450	\$319	\$600	\$0	\$660	
411	10-452-132	ICMA Deferred Compensation	\$3,068	\$1,208	\$3,241	\$1,640	\$3,646	8% Maximum
412	10-452-133	Health/Dental-Employee	\$9,458	\$8,458	\$7,454	\$2,729	\$7,827	Medical/Dental/Life/Vision
413	10-452-135	Dep. Health/Dental	\$6,087	\$6,252	\$4,188	\$0	\$4,397	
414	10-452-136	Medical Benefit Allowance	\$900	-\$135	\$900	\$338	\$1,013	
415	10-452-141	Unemployment Insurance	\$133	\$88	\$122	\$0	\$137	.3% of wages
416	10-452-142	Workers' Compensation	\$2,413	\$2,481	\$2,400	\$3,734	\$2,700	
417	10-452-143	Social Security Match	\$2,924	\$2,290	\$2,712	\$2,427	\$3,051	6.2% of wages+Town ICMA
418	10-452-144	Medicare Match	\$684	\$596	\$634	\$583	\$713	1.45% of wages+Town ICMA
419			\$66,605	\$63,631	\$62,760	\$48,304	\$69,717	
420		Supplies						
421	10-452-220	Operating Supplies	\$13,500	\$23,902	\$15,000	\$17,807	\$18,000	Includes supplies for Public Restrooms; Christmas Lights
422	10-452-226	Small Equipment	\$2,550	\$0	\$3,000	\$9,000	\$5,000	2021:overage, Walk-behind weedeater replacement (\$550)
423	10-452-227	Small Tools	\$1,000	\$944	\$1,000	\$1,440	\$2,500	2021: overage Incl. electric conduit for new dryers in Pavilion RR
424			\$17,050	\$24,846	\$19,000	\$28,247	\$25,500	
425		Repairs and Maintenance						
426	10-452-232	Bear-Resistant Cans Maint	\$3,000	\$4,950	\$3,000	\$34	\$4,000	
427	10-452-233	Equipment Maintenance	\$2,500	\$32	\$2,500	\$0	\$5,000	
428	10-452-234	Information Signs	\$2,000	\$129	\$2,000	\$609	\$2,500	
429	10-452-235	Greenbelt Maintenance	\$7,500	\$2,297	\$7,500	\$0	\$7,500	
430	10-452-236	Sand & Dredge	\$1,000	\$0	\$1,000	\$0	\$8,000	
431	10-452-237	Building Maintenance	\$3,000	\$3,951	\$3,000	\$1,214	\$55,000	includes \$45,000 to replace steps and paint Community House
432	10-452-238	Dock Maintenance	\$5,000	\$284	\$5,000	\$0	\$20,000	
433	10-452-239	Miscellaneous Maintenance	\$8,000	\$2,133	\$8,000	\$1,205	\$5,000	
434	10-452-243	Benches/Planters/Fences	\$1,000	\$0	\$2,000	\$0	\$5,000	
435	10-452-244	Thomasson Park Maintenance	\$1,000	\$248	\$2,000	\$0	\$4,000	
436	10-452-248	Irrigation System Maintenance	\$3,000	\$659	\$3,000	\$444	\$4,000	

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
437	10-452-250	Backflow Maintenance	\$3,000	\$1,118	\$3,000	\$0	\$4,000	
438	10-452-319	Miscellaneous Services	\$2,000	\$1,737	\$2,000	\$1,716	\$3,000	
439	10-452-399	Equipment Rental	\$3,500	\$1,575	\$3,500	\$23,803	\$5,000	
440			\$45,500	\$19,112	\$47,500	\$29,025	\$132,000	

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
441		General Fund - Expenditures						
442		Parks						
443		Utilities						
444	10-452-341	Electric Utility	\$6,500	\$5,171	\$6,500	\$6,064	\$6,500	
445	10-452-342	Sewer Utility	\$1,000	\$483	\$1,000	\$511	\$1,000	
446	10-452-343	Water Utility	\$8,500	\$20,762	\$13,000	\$12,978	\$13,000	
447	10-452-345	Natural Gas Utility	\$4,000	\$3,066	\$4,000	\$3,986	\$4,000	
448			\$20,000	\$29,483	\$24,500	\$23,539	\$24,500	
449		Other						
450	10-452-400	Grand Avenue Gardens	\$2,500	\$0	\$0	\$0	\$2,500	
451	10-452-450	Park Improvements	\$1,000	\$2,169	\$6,000	\$3,544	\$10,000	
452	10-452-870	Contingency - Parks	\$250	\$104	\$250	\$0	\$250	
453	10-452-961	Memorial Benches	\$3,500	\$0	\$500	\$0	\$500	
454			\$7,250	\$2,273	\$6,750	\$3,544	\$13,250	
455		Subtotal Parks	\$156,405	\$139,344	\$160,510	\$132,658	\$264,967	

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
456		General Fund - Expenditures						
457		Debt Service						
458	10-815-982	Land Acquisition - Principal	\$14,488	\$14,488	\$80,000	\$95,000	\$85,000	Principal for COP
459	10-815-983	Land Acquisition-Interest	\$11,387	\$11,387	\$10,000	\$32,564	\$42,038	Interest for COP
460	10-831-500	Capital Equip Lease Principal	\$70,803	\$70,803	\$68,645	\$68,645	\$68,645	2019 Mower; 2018 grader; 2015 Loader- Gov Leasing endor 173 JD Tractor end of lease balloon
461	10-831-510	Capital Equip Lease Interest	\$12,562	\$12,562	\$4,058	\$4,058	\$4,058	2019 Mower; 2018 grader; 2015 Loader- Gov Leasing endor 173
462			\$109,240	\$109,239	\$162,703	\$200,267	\$199,741	
463								
464	10-413-999	TABOR Reserves	\$0	\$0	\$0	\$0	\$0	Moved Reserves to a liability line item
465								
466		Capital Outlay						
467	10-915-922	Admin Capital Expenditures	\$0	\$50,000	\$0	\$0	\$0	
468	10-915-923	Town Hall Capital Outlay	\$25,000	\$6,718	\$25,000	\$0	\$25,000	
469	10-915-986	Replacement Vehicle	\$0	\$0	\$0	\$0	\$0	
470	10-915-950	Space to Create Expenditures	\$150,000	\$150,000	\$440,000	\$0	\$376,421	Offset- See 10-377-140
471	10-931-910	Capital Equipment Purchase	\$313,066	\$269,083	\$131,627	\$131,627	\$368,800	Sweeper 275,000, Titl deck trailer 10,500, Skid Sprayer 2,300 plus 1,000 freight, est. high end range aerator \$20,000, 1-ton pick-up truck \$60000
472	10-931-911	Capitalized Equipment Repair	\$0	\$0	\$0	\$0	\$0	
473	10-931-921	Paving	\$325,000	\$151,812	\$200,000	\$200,000	\$200,000	Center and Rainbow Bridge, Chip seal numerous
474	10-931-922	Drainage	\$0	\$0	\$100,000	\$5,160	\$100,000	
475	10-952-970	Land Purchase	\$0	\$0	\$1,417,678	\$1,486,484	\$0	
476	10-931-974	Streetscape Project Funding	\$165,000	\$0		\$0	\$0	
477	10-931-972	W Portal Bridge Rehab	\$0	\$0	\$0	\$0	\$0	
478	10-931-973	Public Way Finding Signs	\$0	\$0	\$0	\$0	\$0	
479	10-931-923	Town Shop Capital Outlay	\$0	\$18,985	\$0	\$0	\$0	
480	10-950-710	Other Capital Assets - No Depr	\$0	\$0	\$0	\$0	\$0	
481	10-952-500	Dock Improvements	\$0	\$0	\$0	\$0	\$0	
482	10-952-971	Park Improvements	\$182,500	\$27,042	\$100,000	\$700	\$100,000	Town Park Marquee rebuild (\$30,000), Asphalt at E. Inlet (\$20,000), Gazebo and other park improvements (\$50,000)
483	10-952-972	Boardwalks	\$0	\$0	\$0	\$0	\$0	
484	10-952-995	Lakefront Improvements	\$0	\$0	\$0	\$0	\$0	
485			\$1,160,566	\$673,639	\$2,414,305	\$1,823,971	\$1,170,221	
486		Total General Fund Expenditures	\$3,475,699	\$2,649,394	\$5,021,311	\$4,245,546	\$4,418,500	
487								

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
488		Water Fund - Revenues						
489	20-344-100	Water Sales	\$610,441	\$607,499	\$600,000	\$588,708	\$600,000	Current rate is top of 10 year schedule
490	20-344-105	HP Net Meter Revenue	\$1,500	\$97	\$500	\$0	\$500	
491	20-344-120	Resale Meters	\$2,000	\$0	\$500	\$0	\$500	
492	20-344-140	Interest Revenue	\$10,000	\$11,447	\$20,000	\$615	\$1,000	Interest in 2022 will not be that high
493	20-344-160	Misc. Revenues	\$0	\$605	\$0	\$0	\$0	
494	20-344-190	Bulk Water Permits	\$500	\$525	\$500	\$300	\$500	Includes Public Works/Parks and overage
495	20-344-110	Tap Fees - Capital	\$32,500	\$104,000	\$30,000	\$26,000	\$30,000	
496	20-344-150	Sale/Trade-In of Assets	\$0	\$0	\$0	\$0	\$0	
497	20-344-200	Capital Lease Proceeds	\$0	\$0	\$0	\$0	\$0	
498	20-344-260	Reimbursement Income	\$0	\$1,547	\$0	\$0	\$0	
499		Total Revenues	\$656,941	\$725,720	\$651,500	\$615,623	\$632,500	
500								

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
501		Water Fund - Expenditures						
502		Personnel						
503	20-430-100	Gross Wages - Water	\$190,307	\$183,750	\$196,426	\$208,975	\$220,979	2021:Gerry cash out PTO, Vaca
504	20-430-103	OT/Comp Time Buyout	\$5,900	\$747	\$15,000	\$292	\$16,875	
505	20-430-105	Bonus	\$1,000	\$3,600	\$1,800	\$2,000	\$1,980	
506	20-430-110	Gross Wages-Water PT/Seasonal	\$49,863	\$34,444	\$81,524	\$780	\$91,715	Move Kyle to FT
507	20-430-111	On Call Pay	\$18,200	\$18,150	\$20,500	\$17,500	\$22,550	
508	20-430-119	Year End Leave Expense	\$1,000	\$1,170	\$0	\$0	\$0	Year end financial reporting requirement
509	20-430-130	GLC Membership Benefit	\$710	\$0	\$0	\$0	\$0	
510	20-430-131	Longevity	\$0	\$1,742	\$0	\$0	\$0	
511	20-430-317	Uniform Allowance	\$1,200	\$1,200	\$1,800	\$1,200	\$1,980	
512	20-430-132	ICMA Deferred Compensation	\$19,213	\$13,180	\$24,020	\$21,254	\$27,023	8% Maximum
513	20-430-133	Health/Dental-Employee	\$37,118	\$30,368	\$39,424	\$27,511	\$41,395	Medical/Dental/Life/Vision
514	20-430-135	Dep Health/Dental	\$7,942	\$1,213	\$8,000	\$0	\$8,400	
515	20-430-136	Medical Benefit Allowance	\$3,516	-\$534	\$4,956	\$2,071	\$5,576	
516	20-430-141	Unemployment Insurance	\$799	\$512	\$901	\$444	\$1,014	.3% of wages + On Call
517	20-430-142	Workers' Compensation	\$13,253	\$9,010	\$13,176	\$12,804	\$14,823	
518	20-430-143	Social Security Match	\$17,712	\$15,760	\$20,105	\$16,569	\$22,618	6.2% of wages + Town ICMA + On Call
519	20-430-144	Medicare Match	\$4,142	\$3,692	\$4,702	\$4,143	\$5,290	1.45% of wages + Town ICMA + On Call
520			\$371,875	\$318,003	\$432,334	\$315,543	\$482,216	
521		Office Supplies						
522	20-430-210	Office Supplies	\$2,200	\$2,499	\$1,285	\$1,285	\$1,285	Based on overall Admin General Office Supplies expense; water billing forms
523	20-430-211	Computer Supplies	\$1,000	\$0	\$600	\$0	\$21,845	New Itron product
524	20-430-215	Computer Software	\$6,500	\$4,314	\$6,500	\$692	\$6,500	Telemetry; Caselle Budgeting (\$4,000)
525	20-430-220	Computer Hardware	\$2,500	\$288	\$2,500	\$0	\$2,500	Telemetry upgrade
526			\$12,200	\$7,100	\$10,885	\$1,977	\$32,130	
527		Operational Supplies						
528	20-430-221	Chemicals	\$15,000	\$15,050	\$10,000	\$11,651	\$10,000	
529	20-430-222	Lab Supplies/Equipment	\$2,500	\$655	\$1,500	\$1,275	\$1,500	
530	20-430-223	Well/Plant Supplies	\$1,000	\$382	\$600	\$75	\$600	
531	20-430-225	Meter Parts	\$500	\$459	\$300	\$0	\$300	
532	20-430-227	Small Equipment/Tools	\$1,000	\$129	\$600	\$22	\$600	
533	20-430-228	Safety Equipment	\$500	\$1,075	\$1,000	\$0	\$1,000	
534	20-430-229	Misc Operating Supplies	\$100	\$0	\$100	\$0	\$100	
535			\$20,600	\$17,751	\$14,100	\$13,024	\$14,100	

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
536		Water Fund - Expenditures						
537		Repairs and Maintenance						
538	20-430-231	Gas/Fuel/Fluids	\$4,000	\$2,420	\$2,500	\$3,620	\$2,500	
539	20-430-232	Vehicle Maintenance	\$1,000	\$80	\$600	\$0	\$600	
540	20-430-233	Equipment Maintenance	\$1,000	\$0	\$600	\$0	\$10,704	Monthly software support for new itron
541	20-430-234	Well/Plant Maintenance	\$5,000	\$3,148	\$3,000	\$985	\$3,000	Plant - pretreatment/treatment
542	20-430-235	Tires & Chains	\$1,000	\$0	\$600	\$0	\$600	
543	20-430-237	Building Maintenance	\$1,000	\$31	\$1,000	\$9	\$1,000	
544	20-430-238	Distribution Line Maintenance	\$25,000	\$2,986	\$25,000	\$23,768	\$25,000	
545	20-430-239	Misc. Maintenance	\$250	\$75	\$150	\$0	\$150	
546	20-430-240	Road Materials	\$5,000	\$0	\$3,000	\$0	\$3,000	Road base for use in winter - stored at Public Works yard.
547	20-430-241	Motors & Pumps	\$2,500	\$2,368	\$2,500	\$914	\$2,500	
548			\$45,750	\$11,107	\$38,950	\$29,297	\$49,054	
549		Resale Supplies						
550	20-430-251	Resale Parts	\$250	\$0	\$150	\$0	\$150	Parts for new construction meters
551	20-430-252	Resale Meters	\$0	\$0	\$0	\$10,296	\$0	Meters & Setters for new construction - Reported on COGS line
552	20-430-253	COGS-Meter	\$10,000	\$0	\$5,500	\$0	\$5,500	Financial reporting requirement
553			\$10,250	\$0	\$5,650	\$10,296	\$5,650	
554		Purchased Services						
555	20-430-310	Misc Service Fees	\$0	\$239	\$0	\$0	\$0	
556	20-430-311	Postage/Freight	\$2,100	\$2,035	\$1,200	\$1,200	\$1,200	
557	20-430-314	Legal Notices/Ads	\$500	\$233	\$200	\$0	\$200	Publication of CCR
558	20-430-316	Memberships	\$700	\$694	\$600	\$550	\$600	CRWA; American Water Works Association
559	20-430-318	Testing Services	\$5,000	\$2,299	\$3,000	\$200	\$3,000	(2) lead/copper; Groundwater source testing rule 3-yr cycle; Also have a 9-yr cycle
560	20-430-319	Miscellaneous Services	\$200	\$0	\$100	\$0	\$100	2019=water tank demo; Includes document recording
561	20-430-320	Telemetry Maintenance	\$5,000	\$1,020	\$2,000	\$1,020	\$2,000	
562	20-430-330	Bank Fees	\$300	\$492	\$300	\$743	\$300	Water customer Auto debit fees
563	20-430-321	Computer System Support	\$9,920	\$6,146	\$9,920	\$9,900	\$9,920	20% IT contract; 1/2 Caselle; Itron
564			\$23,720	\$13,158	\$17,320	\$13,613	\$17,320	

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
565		Water Fund - Expenditures						
566		Utilities						
567	20-430-341	Electric Utility	\$32,000	\$31,084	\$30,000	\$32,283	\$30,000	
568	20-430-344	Telephone Utility	\$2,885	\$2,336	\$2,000	\$2,462	\$2,000	
569	20-430-345	Natural Gas Utility	\$4,500	\$3,800	\$4,000	\$5,318	\$4,000	
570	20-430-347	Internet Service	\$0	\$0	\$0	\$0	\$0	
571			\$39,385	\$37,219	\$36,000	\$40,063	\$36,000	
572		Professional Services						
573	20-430-351	Legal Services	\$1,000	\$0	\$600	\$0	\$600	
574	20-430-352	Audit	\$5,020	\$4,850	\$5,100	\$0	\$5,100	20% Water; 1/2 of single audit
575	20-430-354	System Analysis/Eng & Survey	\$5,000	\$4,500	\$5,000	\$0	\$5,000	
576	20-430-355	State Fees	\$400	\$310	\$300	\$0	\$300	Legislature has not been funding - will catch up soon
577			\$11,420	\$9,660	\$11,000	\$0	\$11,000	
578		Other Expenses						
579	20-430-370	Training/Travel	\$2,000	\$110	\$2,000	\$2,000	\$2,000	
580	20-430-513	Property/Casualty Insurance	\$13,000	\$13,196	\$13,000	\$11,547	\$13,000	
581	20-430-514	Position Bonds	\$150	\$146	\$150	\$378	\$150	Position Bond
582	20-430-870	Contingency-Operations	\$1,000	\$0	\$1,000	\$0	\$1,000	
583			\$16,150	\$13,452	\$16,150	\$13,924	\$16,150	
584		Water Fund - Expenditures						
585		Debt Service						
586	20-830-640	DWRF Loan - Principal	\$68,958	\$65,607	\$67,247	\$67,247	\$67,247	
587	20-830-645	DWRF Loan - Interest	\$30,196	\$29,171	\$27,541	\$28,538	\$27,541	
588			\$99,154	\$94,778	\$94,788	\$95,785	\$94,788	
589		Capital Outlay						
590	20-930-750	Transfer Out (Capital)	\$0	\$0	\$0	\$0	\$0	
591	20-930-994	System Upgrades	\$0	\$0	\$0	\$0	\$0	
592	20-930-995	Capital Contingency	\$26,000	\$25,857	\$1	\$0	\$1	
593	20-930-996	Capital Lease Purchase	\$0	\$0	\$0	\$0	\$0	
594	20-930-997	Capital Direct Purchase	\$0	\$0	\$0	\$0	\$0	
595	20-930-998	Hydro Power Generator	\$0	\$0	\$0	\$0	\$0	
596			\$26,000	\$25,857	\$1	\$0	\$1	
597		Total Water Fund Expenditures	\$676,504	\$548,085	\$677,178	\$533,522	\$758,409	
598								

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
599		Marina Fund - Revenues						
600	40-344-113	Rentals (Non-Taxable)	\$250,000	\$459,989	\$325,000	\$321,869	\$375,000	
601	40-344-115	Tours	\$65,000	\$46,291	\$65,000	\$51,950	\$65,000	
602	40-344-120	Building Space Rental	\$3,300	\$1,100	\$3,300	\$345	\$3,300	Kayak Shak agreement ends 9/2020
603	40-344-140	Seasonal Slip Rentals	\$0	\$137	\$0	\$0	\$0	
604	40-344-145	Kayak Slip Rental	\$4,200	\$3,300	\$4,000	\$4,000	\$4,000	(12) spaces; (2) whole racks for Mtn. Paddlers (\$900 each)
605	40-344-155	SUP Slip Rental	\$900	\$0	\$900	\$900	\$900	RMSUP agreement ends 9/2021
606	40-344-160	Misc Revenue	\$0	\$1,047	\$0	\$0	\$0	
607	40-344-170	Interest Earned	\$7,000	\$3,275	\$4,000	\$500	\$1,000	
608	40-344-180	Boat Damage	\$1,000	\$1,600	\$1,000	\$500	\$1,000	
609	40-344-200	Sale of Assets	\$20,000	\$9,551	\$20,000	\$0	\$20,000	
610	40-344-220	Contributed Services	\$2,500	\$0	\$2,000	\$0	\$2,000	See 40-460-301 in kind
611		Total Revenues	\$353,900	\$526,290	\$425,200	\$380,064	\$472,200	
612								

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
613		Marina Fund - Expenditures						
614		Personnel						
615	40-460-100	Gross Wages - Marina	\$12,941	\$26,170	\$57,666	\$84,692	#N/A	Admin time, Captain full time- See Attachment B
616	40-460-103	OT/Comp Time Buyout	\$0	\$2,534	\$0	\$2,698	\$0	
617	40-460-105	Bonus	\$100	\$2,000	\$600	\$0	\$1,000	
618	40-460-110	Gross Wages-Marina PT/Seasonal	\$125,471	\$85,646	\$125,622	\$37,732	\$141,325	Seasonal employees, Admin PT
619	40-460-119	Accrued Leave Expense	\$500	-\$473	\$0	\$0	\$0	
620	40-460-130	GLC Membership Benefit	\$2,663	\$0	\$0	\$0	\$0	
621	40-460-131	Longevity	\$0	\$54	\$0	\$0	\$0	
622	40-460-132	ICMA Deferred Compensation	\$1,153	\$1,150	\$4,661	\$307	\$5,244	8% Maximum
623	40-460-133	Health/Dental - Employee	\$1,932	\$3,581	\$16,190	\$6,662	\$15,000	Medical/Dental/Life/Vision 4.7% increase plus add Rick
624	40-460-135	Dep Health/Dental	\$1,765	\$182	\$0	\$0	\$0	
625	40-460-136	Medical Benefit Allowance	\$180	\$463	\$1,380	\$159	\$1,449	
626	40-460-141	Unemployment Insurance	\$415	\$301	\$552	\$334	\$621	.3% of wages
627	40-460-142	Workers' Compensation	\$9,813	\$6,771	\$9,809	\$4,617	\$11,035	
628	40-460-143	Social Security Match	\$8,660	\$7,174	\$11,690	\$4,182	\$13,151	6.2% of wages + Town ICMA
629	40-460-144	Medicare Match	\$2,024	\$1,679	\$2,734	\$1,009	\$3,076	1.45% of wages + Town ICMA
630			\$167,617	\$137,233	\$230,904	\$142,391	#N/A	
631		Office Supplies						
632	40-460-211	General Office Supplies	\$1,500	\$1,569	\$875	\$875	\$893	
633	40-460-214	Small Equip/Comp Hrdware	\$2,000	\$2,144	\$500	\$500	\$510	
634			\$3,500	\$3,713	\$1,375	\$1,375	\$1,403	
635		Operational Supplies						
636	40-460-222	Shop Supplies	\$1,000	\$1,523	\$2,500	\$2,000	\$2,550	
637	40-460-223	Boat Supplies	\$2,000	\$312	\$2,500	\$2,000	\$2,550	
638	40-460-227	Tools	\$500	\$282	\$500	\$500	\$510	
639	40-460-231	Fuel	\$10,000	\$5,912	\$10,000	\$2,500	\$10,200	Marina vehicle & For refueling rentals, not for resale
640			\$13,500	\$8,028	\$15,500	\$7,000	\$15,810	
641		Repairs and Maintenance						
642	40-460-232	Vehicle Maintenance	\$1,000	\$6,779	\$600	\$0	\$612	
643	40-460-233	Equipment (Boat) Maintenance	\$17,000	\$13,142	\$15,000	\$15,000	\$15,300	
644	40-460-237	Building/Facility Maintenance	\$2,000	\$1,945	\$1,200	\$1,200	\$1,224	
645			\$20,000	\$21,866	\$16,800	\$16,200	\$17,136	

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
646		Marina Fund - Expenditures						
647		Purchased Services						
648	40-460-312	Computer Services	\$1,500	\$1,710	\$1,500	\$1,000	\$1,530	10% IT contract
649	40-460-314	Ads and Legal Notices	\$100	\$4,351	\$2,000	\$2,310	\$2,040	
650	40-460-316	Dues/Memberships	\$500	\$275	\$275	\$275	\$281	
651	40-460-317	Uniforms	\$1,000	\$1,288	\$2,500	\$204	\$2,550	
652	40-460-318	Miscellaneous Services	\$500	\$239	\$300	\$0	\$306	
653	40-460-320	Marketing	\$2,000	\$578	\$1,000	\$250	\$1,020	
654	40-460-330	Bank/Credit Card Fees	\$8,000	\$13,710	\$13,000	\$13,000	\$13,260	Heartland service fees
655			\$13,600	\$22,151	\$20,575	\$17,039	\$20,987	
656		Permits and Fees						
657	40-460-350	Boat Registration	\$1,500	\$904	\$875	\$974	\$893	
658	40-460-351	Licenses	\$165	\$0	\$100	\$0	\$102	
659			\$1,665	\$904	\$975	\$974	\$995	
660		Utilities						
661	40-460-341	Electric Utility	\$750	\$549	\$500	\$545	\$510	
662	40-460-342	Sewer Utility	\$400	\$420	\$400	\$222	\$408	
663	40-460-343	Water Utility	\$600	\$530	\$500	\$294	\$510	
664	40-460-344	Telephone/Internet Utility	\$2,500	\$1,775	\$1,400	\$996	\$1,428	Includes Cell Phone
665			\$4,250	\$3,274	\$2,800	\$2,056	\$2,856	
666		Professional Services						
667	40-460-355	Purchased Professional Serv.	\$1,000	\$911	\$1,000	\$970	\$1,020	Background checks
668	40-460-510	Legal	\$0	\$0	\$0	\$0	\$0	
669	40-460-512	Audit	\$1,260	\$1,300	\$1,300	\$0	\$1,326	10% Marina
670	40-460-515	Engineering/Survey	\$0	\$2,600	\$0	\$0	\$40,000	Engineering for a new seawall and dock system
671			\$2,260	\$4,811	\$2,300	\$970	\$42,346	
672		Other Expenses						
673	40-460-301	Contributions	\$2,500	\$0	\$0	\$0	\$0	
674	40-460-360	Sales Tax	\$25,300	\$0	\$25,300	\$0	\$25,300	Sales tax on the boat that was purchased in 2019 and will be in use 2021. See Attachment B
675	40-460-370	Training/Travel	\$1,000	\$999	\$600	\$643	\$612	
676	40-460-513	Property/Casualty Insurance	\$3,000	\$2,701	\$2,000	\$1,965	\$2,040	
677	40-460-514	Position Bonds	\$200	\$142	\$150	\$189	\$300	Cash-handling Marina employees on blanket public employee bond
678	40-460-516	Site Lease	\$1	\$1	\$1	\$0	\$1	Lease of Marina from GF
679	40-460-750	Fireworks	\$0	\$0	\$26,000	\$24,000	\$33,500	fireworks and barge repair

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
680	40-460-870	Contingency	\$1,000	\$4,521	\$5,000	\$0	\$5,100	
681			\$33,001	\$8,364	\$59,051	\$26,797	\$66,853	

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
682		Marina Fund - Expenditures						
683		Capital Outlay						
684	40-960-610	Capital Equipment	\$40,000	\$31,640	\$92,597	\$0	\$130,000	4 new Crestliner boats
685	40-960-750	Capital Contribs (Interfund)	\$100,000	\$0	\$0	\$0	\$0	
686	40-960-995	Facilities Improvements	\$0	\$0	\$125,000	\$0	\$150,000	2021: Doors for Dock (\$25,000), New Roof at Marina (\$100,000)
687			\$140,000	\$31,640	\$217,597	\$0	\$280,000	
688		Total Marina Fund Expenditures	\$399,393	\$241,983	\$567,877	\$214,802	#N/A	
689								

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
690		Pay-As-You-Throw Fund - Revenues						
691	50-344-110	Bags: Direct Sales (T)	\$2,000	\$1,827	\$4,150	\$8,022	\$4,150	
692	50-344-115	Bags: Vendor Purchase (NT)	\$45,000	\$58,544	\$74,700	\$70,000	\$74,700	
693	50-344-140	Interest Revenue	\$200	\$251	\$200	\$131	\$200	
694		Total Revenues	\$47,200	\$60,622	\$79,050	\$78,153	\$79,050	
695								
696		Pay-As-You-Throw Fund - Expenditures						
697		Operations Supplies						
698	50-470-200	Bags for Resale	\$0	\$7,550	\$0	\$0	\$0	WasteZero
699	50-470-250	COGS - Bags	\$4,000	\$0	\$6,000	\$6,000	\$6,000	Financial reporting requirement; COGS=Cost of Goods Sold
700			\$4,000	\$7,550	\$6,000	\$6,000	\$6,000	
701		Repairs and Maintenance						
702	50-470-315	Site Maintenance	\$2,000	\$355	\$13,000	\$13,000	\$20,000	PW/Admin staff time
703								
704		Purchased Services						
705	50-470-300	Dumpster Service	\$30,000	\$14,005	\$30,000	\$30,000	\$30,000	
706	50-470-301	Recycling Contribution	\$1,500	\$1,375	\$1,500	\$1,500	\$1,500	
707	50-470-305	Recycling Program	\$0	\$0	\$5,000	\$5,000	\$5,000	
708	50-470-312	Computer Services	\$450	\$0	\$450	\$450	\$450	3% IT contract
709			\$31,950	\$15,380	\$36,950	\$36,950	\$36,950	
710								
711		Professional Services						
712	50-470-512	Audit	\$378	\$390	\$390	\$390	\$390	3% of audit
713								
714		Other Expenses						
715	50-470-310	Site Lease	\$1	\$1	\$1	\$0	\$0	
716	50-470-320	Business License	\$200	\$0	\$200	\$0	\$0	
717	50-470-350	Sales Tax	\$300	\$298	\$382	\$738	\$700	Direct Sales times 9.2%
718	50-470-870	Contingency	\$0	\$0	\$0	\$0	\$0	
719			\$501	\$299	\$583	\$738	\$700	
720		Capital Outlay						
721	50-970-750	Capital Contribs (Interfund)	\$0	\$0	\$0	\$0	\$0	
722	50-970-751	Site Improvements	\$0	\$0	\$15,000	\$15,000	\$0	
723		Total Expenditures	\$38,829	\$23,974	\$71,923	\$57,078	\$64,040	
724								

	A	B	C	D	E	F	G	H
2			Budget FY2020	Actual FY2020	Budget FY2021	YTD Estimate ending for FY 2021	Budget FY2022	2022 Budget Explanatory Notes
725		Capital Improvement Fund - Streetscape Project ONLY						
726		Revenues						
727	90-344-110	1% Sales & use tax	\$445,635	\$494,828	\$435,000	\$615,252	\$615,252	1% Sales & MV Use Tax actual 1/21-8/2021 + actual 9/20-12/20
728	90-344-140	Interest revenues	\$18,000	\$6,650	\$15,000	\$1,084	\$2,000	
729	90-344-910	DOLA 2017 Tier II Phase 1	\$0	\$0	\$0	\$0	\$0	
730	90-344-920	DOLA 2017 Tier II Phase 2	\$553,670	\$0	\$700,000	\$700,000	\$0	
731	90-391-360	Transfer in	\$0	\$0	\$206,000	\$206,000	\$0	
732		Total Revenues	\$1,017,305	\$501,477	\$1,356,000	\$1,316,336	\$617,252	
733								
734		Expenditures						
735		Other Expenses						
736	90-431-500	Transfer Out to General Fund	\$0	\$0	\$0	\$0	\$0	
737	90-431-870	Contingency	\$1,000	\$0	\$1,000	\$0	\$0	US Bank fee
738			\$1,000	\$0	\$1,000	\$0	\$0	
739		Debt Service						
740	90-431-120	Issuance costs	\$0	\$0	\$0	\$0	\$0	
741	90-831-471	Sales tax bonds - principal	\$110,000	\$110,000	\$115,000	\$115,000	\$115,000	
742	90-831-472	Sales tax bonds - interest	\$167,250	\$167,250	\$163,950	\$163,950	\$163,950	
743			\$277,250	\$277,250	\$278,950	\$278,950	\$278,950	
744								
745	90-431-999	TABOR Emergency Reserve	\$0	\$0	\$0	\$0	\$0	Not required.
746								
747		Capital Outlay						
748	90-931-910	Streetscape	\$1,657,631	\$0	\$0	\$1,977,795	\$165,000	planning for Phase IV, 45,000 sq. ft. of boardwalks in Town Sealing
755		Total Expenditures	\$1,935,881	\$277,250	\$279,950	\$2,256,745	\$443,950	
756								

	A	B	C	D	E	F	G	H	I	J	K	L	M	
757														
758		MSOB-G1044 Grand Lake Open for Business 2021-2022												
759														
760	TBD	MSOB - Grant Funds Revenue				\$ 479,391.05	\$ 479,391.05							
761	TBD	MSOB - Expenses				\$ 477,481.12	\$ 481,310.98							
762						\$ 1,909.93	\$ (1,919.93)							
763														
764														
765														
766		Colorado Tree Coalition Grant												
767														
768	TBD	Colorado Tree Coalition Grant Revenue					\$ 1,500.00							
769	TBD	Colorado Tree Coalition Grant Expenses					\$ 1,500.00							
770							\$ -							
771		Revitalizing Main Street												
772														
773	TBD	Revitalizing Main Street Revenue					\$ 100,000.00							
774	TBD	Revitalizing Main Street Expenses					\$ 110,000.00							
775							\$ (10,000.00)							



To: Mayor Kudron and the Grand Lake Board of Trustees
From: John Crone, Town Manager
Re: Ordinance 01-2022, Approval of a Fee Schedule for Town Services and Property Rentals
Date: January 10, 2022

Background

Pursuant to Grand Lake Municipal Code 2-3-2. The Board of Trustees has the authority to set fees, charges, and deposits for various services (including rentals) provided by the Town. The last time that the Town adopted a fee schedule was in 2018 (applicable in 2019).

Since adoption of the last fee schedule, there have been numerous changes in the types of services provided and there is a better understanding of the costs incurred by the Town in providing certain services. The attached proposed fee schedule has eliminated services no longer provided by the Town and added certain services that we now provide. Several fees and deposits have been updated to reflect the actual cost incurred by the Town for providing those services.

New services and proposed changes to costs have been highlighted in yellow.

Motion

Staff recommends the adoption of the updated fee schedule by approving the following motion:

I move to adopt Ordinance 01-2022, an Ordinance Adopting a Fee and Deposit Schedule for the Town of Grand Lake (*with the following changes*).

TOWN OF GRAND LAKE FEE AND DEPOSIT SCHEDULE

TYPE OF FEE/DEPOSIT	AMOUNT	TYPE
Administrative and Public Works		
Staff Time (unless otherwise indicated)	\$50.00 per hour	Fee
Records Request	\$30.00 per hr after the 1 st hr & material	Fee
Copying – Letter Size	25¢ per page	Fee
Copying – Ledger Size	\$1.00 per page	Fee
Copy of Zoning Code	\$12.50 per copy	Fee
Copy of Subdivision Code	\$10.00 per copy	Fee
24"x36" Zoning Map	\$15.00 per map	Fee
Send Fax – 1-2 Pages (No International)	\$2.00 per request	Fee
Send Fax – 3-5 Pages (No International)	\$4.00 per request	Fee
Send Fax – 6-10 Pages (No International)	\$6.00 per request	Fee
Send Fax – 11-20 Pages (No International)	\$10.00 per request	Fee
Any Motorized Equipment	\$100.00 per hour	Fee
Road Material (Road base/asphalt, etc.)	Cost per ton plus Equip & Staff per request	Fee
Other Materials (Acetylene, etc.)	Cost plus Equip & Staff per request	Fee
Fuel Surcharge	10% of sale	Fee
Pay – As – You – Throw (PAYT) Program		
Small Bag- 25 gal. (Blue)	\$3.00 per bag	Fee
Big Bag- 40 gal. (Green)	\$5.00 per bag	Fee
Business Licenses		
Fixed Business License (Half if purchased between 1/1 - 6/30)	\$165.00 per license	Fee
Fixed Business with Liquor License	\$187.00 per license	Fee
Non-Fixed Business License (Half if purchased between 1/1 – 6/30)	\$82.50 per license	Fee
Transient Merchant License	\$15.00 per license	Fee
Animal Drawn Vehicle License	\$50.00 per license	Fee
Sign Permit Application	\$10.00 per permit	Fee
Appeal to a denied Sign Permit Application	\$50.00 per appeal	Fee
Building Permit & Grading Permit Applications		
Building Permit		
Demolition	\$5.00 per permit	Fee
All other permits	See Grand County Building Dept	Fee
Appeal to a Denied Building Permit Application	\$250.00 per appeal	Fee
Grading Permit – General	\$35.00 per permit	Fee
Grading Permit – Engineered	\$75.00 per permit	Fee
Appeal to a Denied Grading Permit Application	\$50.00 per appeal	Fee

*All fees are non-refundable unless otherwise noted

2018

E427

TOWN OF GRAND LAKE FEE AND DEPOSIT SCHEDULE

TYPE OF FEE/DEPOSIT	AMOUNT	TYPE
Land Use Applications		
Land Use Applications		
Major Subdivision Request	\$ 1,500.00 per request	Deposit
Minor Subdivision Request	\$ 750.00 per request	Deposit
Plat or Plan Amendment Request	\$ 500.00 per request	Deposit
Redevelopment Request	\$ 250.00 per request	Deposit
Land Use Development Variances	\$ 500.00 per request	Deposit
Annexation Request	\$ 1,500.00 per request	Deposit
Rezoning Request	\$ 500.00 per request	Fee
Special Use Permit Application	\$ 250.00 per request	Deposit
Conditional Use Permit Application (Except: Nightly Rental)	\$ 250.00 per request	Deposit
Nightly Rental License (Prorated monthly for 1 st time applications only.)	\$ 600.00 per license	Fee
Nightly Rental Application Fee	\$ Per application \$165 Residential \$ Per application \$125 C, CT, Rst	Fee
Variance Request Application – Zoning	\$ 250.00 per request	Deposit
Variance Request Application – Zoning (Limited to: Setbacks, Min. Area, Max. Bldg Ht, & Min. Lot Frontage)	\$300.00 per request	Fee
Variance Request Application – Design Standards	\$ 100.00 per request	Deposit
Variance Request Application – Stream and Lake Setbacks	\$ 250.00 per request	Deposit
Appeal to a Denied Application	\$ 100.00 per request	Fee
Off-Street Parking Fee in Lieu	\$1,000.00 per space	Fee
Lot Line Agreements	\$ 25.00 each	Fee
Change to Non-Conforming Uses/Structure Requests	\$ 100.00 per request	Fee
Municipal Property Applications		
Right-of-Way Permit Application	\$ 20.00 per permit	Fee
Public Property Encroachment License Application	\$250.00 per application	Deposit
Major Encroachment License	\$100.00 per license	Fee
Minor Encroachment Agreement	\$ 50.00 per agreement	Fee
Special Event Permit Application – new events only	\$250.00	Deposit
Special Event Permit (Damage Deposit)	\$100.00 per permit	Deposit
Special Event Liquor License	\$ Case by Case	Fee
Variance Request Application - Street Standards	\$250.00 per application	Deposit
Right-of-Way Vacation Application	\$250.00 per application	Deposit
Boardwalk Fee in Lieu	\$150.00 per linear foot	Fee
Boardwalk Merchandise Permit (Annual) (Excludes News Racks – N/C)	\$ 25.00 per permit	Fee
Greenway Application New app required for any additions	\$ 10.00 per application	Fee
Appeal to a Denied Greenway Application	\$ 50.00 per request	Fee

*All fees are non-refundable unless otherwise noted

TOWN OF GRAND LAKE FEE AND DEPOSIT SCHEDULE

TYPE OF FEE/DEPOSIT	AMOUNT	TYPE
Water Service Availability and Usage		
In-Town Plant Investment (TAP) – 3/4" Service Line	\$6,500.00 per line	Fee
Out-of-Town Plant Investment (TAP) – 3/4" Service Line	\$13,000.00 per line	Fee
In-Town Plant Investment (TAP) – 1" Service Line	\$13,000.00 per line	Fee
Out-of-Town Plant Investment (TAP) – 1" Service Line	\$26,000.00 per line	Fee
In-Town Plant Investment (TAP) – 1 1/2" Service Line	\$26,000.00 per line	Fee
Out-of-Town Plant Investment (TAP) – 1 1/2" Service Line	\$52,000.00 per line	Fee
In-Town Plant Investment (TAP) – 2" Service Line	\$52,000.00 per line	Fee
Out-of-Town Plant Investment (TAP) – 2" Service Line	\$104,000.00 per line	Fee
In-Town Plant Investment (TAP) – 3" Service Line	\$104,000.00 per line	Fee
Out-of-Town Plant Investment (Tap) – 3" Service Line	\$208,000.00 per line	Fee
In-Town Plant Investment (TAP) – 4" Service Line	\$208,000.00 per line	Fee
Out-of-Town Plant Investment (Tap) – 4" Service Line	\$416,000.00 per line	Fee
In-Town Water Service Availability Rate "Based on Board of Trustees review and approval, increases 6% annually".	\$131 until April then \$139 per quarter for up to 27,000 gallons of water used and \$2.00 per 1,000 gallons of water used over 27,000 gallons.	Fee
Out-of-Town Water Service Availability Rate "Based on Board of Trustees review and approval, increases 6% annually".	\$262 until April then \$278 per quarter for up to 27,000 gallons of water used and \$4.00 per 1,000 gallons of water used over 27,000 gallons.	Fee
Water (Stop/Restart) Service Charge	\$25.00 per charge	Fee
Late Payment Charges (Over 30 Days Late)	1.5% unpaid balance per month	Fee
Disconnect for Non-Payment (Due before reconnect)	\$100.00 per disconnect	Deposit
Reconnect by Town Personnel	\$100.00 per hour (with a 2 hour minimum)	Fee
Reconnect by Private Contractor Hired by Town	Actual cost plus \$200.00 per reconnect	Fee
Water Supply Protection Permit	\$300.00 per permit	Fee
Bulk Water		
One time Permit (Up to 300 gallons)	\$25.00 per permit	Fee
Monthly Permit (Up to 9000 gallons)	\$50.00 per permit	Fee
Monthly Permit (Per 1000 gallons over 9000)	\$4.00 per permit	Fee
Monthly Permit – Additional Truck	\$10.00 each per permit	Fee
Water Well Permit Fee	\$250.00 per permit	Fee
Water Certification Fee	\$10.00 or 10%	Fee

*All fees are non-refundable unless otherwise noted

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TOWN OF GRAND LAKE FEE AND DEPOSIT SCHEDULE

TYPE OF FEE/DEPOSIT	AMOUNT	TYPE
Use of Town Facilities		
Community House		
Key Deposit	\$25.00	Deposit
Damage and Cleaning Deposit	\$200.00	Deposit
Government/Non-Profits/Special Dist.	\$100.00 half day – (4 hours)	Fee
Government/Non-Profits/Special Dist.	\$100 full day	Fee
Private Function or Pecuniary Event	\$250 half day (4 hours)	Fee
Private Function or Pecuniary Event	\$500 full	Fee
Pitkin Annex		
Key Deposit	\$25.00	Deposit
Damage and Cleaning Deposit	\$200.00	Deposit
Government/Non-Profits/Special Dist.	\$25 half day \$50 full	Fee
Private Function or Pecuniary Event	\$15 half day \$25 full	Fee
Heckert Pavilion		
Government/Non-Profits/Special Dist.	\$20.00 per hour	Fee
Private Function or Pecuniary Event	\$30.00 per hour	Fee
Electricity Use	\$25.00 per use	Fee
Lakefront Park (Upper and Lower) Picnic Shelter		
Electricity Use	\$25.00 per use	Fee
Government/Non-Profits/Special Dist.	\$10.00 per hour	Fee
Private Function or Pecuniary Event	\$20.00 per hour	Fee
Point Park	N/C – May be reserved in advance	N/A
Gazebo in Town Park	\$10 Non Profit \$20 Private	Fee
Electricity Use	\$25.00 per use	Fee
Triangle Park/Winters Pioneer Park/Lakefront Park/ Gazebo Lakefront Park	N/C – Cannot be reserved,	N/A
EV Charging Station	\$1.00/Hour	Fee
Cemetery Fees		
Traditional Perpetual Care Fee	\$750.00	Fee
Cremation Perpetual Care Fee	\$500.00	Fee
Reservation Fee Refundable.	\$50.00	Fee
Headstone Deposit	\$200.00	Deposit
Judicial Proceedings		
Appeal to Administrative Enforcement Citation	\$150.00 (if citation is upheld)	Fee
Municipal Court	As determined by Municipal Judge	Fee

*All fees are non-refundable unless otherwise noted

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**Adopted by Ordinance 16-2018; effective Jan. 15, 2018

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
NO. 01-2022**

**AN ORDINANCE ESTABLISHING A FEE AND DEPOSIT SCHEDULE
FOR THE TOWN OF GRAND LAKE**

WHEREAS, the Board of Trustees of the Town of Grand Lake ("the Board"), Colorado, pursuant to Colorado statute and the Grand Lake Town Code, including but not limited to Section 2-3-2, is vested with the authority of administering the affairs of the City of the Town of Grand Lake, Colorado (the "Town"); and,

WHEREAS, the authority of the Board includes, but is not limited to adopting ordinances and resolutions, including those that establish, set, or amend the fees, charges, and deposits assessed in connection with land use applications, water service, water service availability, plant investment and improvement, use of facilities, staff time, and other related services and matters provided by or at the direction of the Town; and,

WHEREAS, the Board has previously and periodically adopted and revised schedules, setting forth such fees and other charges; and,

WHEREAS, the Board reviewed the current fee and deposit schedule adopted by Ordinance 6-2018; and,

WHEREAS, the Board deems revisions are necessary to the current fee and deposit schedule in order to reasonably provide the particular service, permit or license.

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

THAT, the Board considers the Fee and Deposit Schedule attached hereto fair and equitable, and are reasonably related to the cost of providing the particular service, permit, or license; and,

THAT, the Town Fee and Deposit Schedule (the "Fee and Deposit Schedule") attached hereto is hereby approved with the following conditions:

1. The Fee and Deposit Schedule shall take effect on February 9, 2022 (the "Effective Date").
2. The Fee and Deposit Schedule shall apply to any application filed after the Effective Date.

3. No additional fees will be charged in connection with applications that are pending prior to the Effective Date; and,

THAT, the Fee and Deposit Schedule attached hereto repeals and replaces any previously adopted fee and deposit schedule(s) approved by the Board; and,

THAT, the fees and charges set forth in the Fee and Deposit Schedule may be revised from time to time by ordinance or by resolution, duly enacted by the Board.

1. **Validity.** If any part of this ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remain portions of this ordinance. The Board of Trustees hereby declares that it would have approved this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
2. **Repeal.** Existing ordinances or parts of ordinances covering the same matters as embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed, except that this repeal shall not affect or prevent collection of any impact fees incurred of any ordinance hereby repealed prior to the taking effect of this ordinance.

INTRODUCED, PASSED AND ADOPTED A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE AND SIGNED THIS 10^h DAY OF JANUARY 2022.

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

ATTEST:

BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO

 Jennifer Thompson
 Town Clerk

By: _____
 Stephan Kudron
 Mayor

TOWN OF GRAND LAKE FEE AND DEPOSIT SCHEDULE E432

TYPE OF FEE/DEPOSIT	AMOUNT	TYPE
Administrative and Public Works		
Staff Time (unless otherwise indicated)	\$60.00 per hour	Fee
Records Request	\$40.00 per hr after the 1 st hr & material	Fee
Copying – Letter Size	25¢ per page	Fee
Copying – Ledger Size	\$1.00 per page	Fee
Copy of Zoning Code	\$12.50 per copy	Fee
Copy of Subdivision Code	\$10.00 per copy	Fee
24"x36" Zoning Map	\$45.00 per map	Fee
Send Fax – 1-2 Pages (No International)	\$2.00 per request	Fee
Send Fax – 3-5 Pages (No International)	\$4.00 per request	Fee
Send Fax – 6-10 Pages (No International)	\$6.00 per request	Fee
Send Fax – 11-20 Pages (No International)	\$10.00 per request	Fee
Motorized Equipment	\$150.00 per hour	Fee
Road Material (Road base/asphalt, etc.)	Cost per ton plus Equip & Staff per request	Fee
Other Materials (Acetylene, etc.)	Cost plus Equip & Staff per request	Fee
Fuel Surcharge	10% of sale	Fee
Pay – As – You – Throw (PAYT) Program		
Small Bag- 25 gal. (Blue)	\$5.00 per bag	Fee
Big Bag- 40 gal. (Green)	\$8.00 per bag	Fee
Business Licenses		
Fixed Business License (Half if purchased between 1/1 - 6/30)	\$165.00 per license	Fee
Fixed Business with Liquor License	\$187.00 per license	Fee
Non-Fixed Business License (Half if purchased between 1/1 – 6/30)	\$82.50 per license	Fee
Transient Merchant License	\$15.00 per license	Fee
Animal Drawn Vehicle License	\$50.00 per license	Fee
Sign Permit Application	\$10.00 per permit	Fee
Appeal to a denied Sign Permit Application	\$50.00 per appeal	Fee
Building Permit & Grading Permit Applications		
Building Permit		
Demolition	\$25.00 per permit	Fee
All other permits	See Grand County Building Dept	Fee
Appeal to a Denied Building Permit Application	\$250.00 per appeal	Fee
Grading Permit – General	\$35.00 per permit	Fee
Grading Permit – Engineered	\$75.00 per permit	Fee
Appeal to a Denied Grading Permit Application	\$75.00 per appeal	Fee

*All fees are non-refundable unless otherwise noted

TOWN OF GRAND LAKE FEE AND DEPOSIT SCHEDULE E433

TYPE OF FEE/DEPOSIT	AMOUNT	TYPE
Land Use Applications		
Land Use Applications		
Major Subdivision Request	\$ 1,500.00 per request	Deposit
Minor Subdivision Request	\$ 750.00 per request	Deposit
Plat or Plan Amendment Request	\$ 500.00 per request	Deposit
Redevelopment Request	\$ 250.00 per request	Deposit
Land Use Development Variances	\$ 500.00 per request	Deposit
Annexation Request	\$ 1,500.00 per request	Deposit
Rezoning Request	\$ 500.00 per request	Fee
Building Permit Change	\$ 89.00 per request	Fee
Special Use Permit Application	\$ 250.00 per request	Deposit
Conditional Use Permit Application (Except: Nightly Rental)	\$ 250.00 per request	Deposit
Nightly Rental License (Prorated monthly for 1 st time applications only.)	\$ 600.00 per license	Fee
Nightly Rental Application Fee	\$ Per application \$165 Residential \$ Per application \$125 C, CT, Rst	Fee
Variance Request Application – Zoning	\$ 250.00 per request	Deposit
Variance Request Application – Zoning (Limited to: Setbacks, Min. Area, Max. Bldg Ht, & Min. Lot Frontage)	\$ 300.00 per request	Fee
Variance Request Application – Design Standards	\$ 100.00 per request	Deposit
Variance Request Application – Stream and Lake Setbacks	\$ 250.00 per request	Deposit
Appeal to a Denied Application	\$ 100.00 per request	Fee
Off-Street Parking Fee in Lieu	\$ 1,000.00 per space	Fee
Lot Line Consolidation	\$ 250.00 each	Deposit
Change to Non-Conforming Uses/Structure Requests	\$ 100.00 per request	Fee
Municipal Property Applications		
Right-of-Way Permit Application	\$ 40.00 per permit	Fee
Public Property Encroachment License Application	\$250.00 per application	Deposit
Major Encroachment License	\$100.00 per license	Fee
Minor Encroachment Agreement	\$ 50.00 per agreement	Fee
Special Event Permit Application – new events only	\$250.00	Deposit
Special Event Permit (Damage Deposit)	\$100.00 per permit	Deposit
Special Event Liquor License	\$ Case by Case	Fee
Variance Request Application - Street Standards	\$250.00 per application	Deposit
Right-of-Way Vacation Application	\$250.00 per application	Deposit
Boardwalk Fee in Lieu	\$150.00 per linear foot	Fee
Boardwalk Merchandise Permit (Annual) (Excludes News Racks – N/C)	\$ 25.00 per permit	Fee
Greenway Application New app required for any additions	\$ 10.00 per application	Fee
Appeal to a Denied Greenway Application	\$ 50.00 per request	Fee

*All fees are non-refundable unless otherwise noted

TOWN OF GRAND LAKE FEE AND DEPOSIT SCHEDULE E434

TYPE OF FEE/DEPOSIT	AMOUNT	TYPE
Water Service Availability and Usage		
In-Town Plant Investment (TAP) – 3/4” Service Line	\$6,500.00 per line	Fee
Out-of-Town Plant Investment (TAP) – 3/4" Service Line	\$13,000.00 per line	Fee
In-Town Plant Investment (TAP) – 1” Service Line	\$13,000.00 per line	Fee
Out-of-Town Plant Investment (TAP) – 1” Service Line	\$26,000.00 per line	Fee
In-Town Plant Investment (TAP) – 1 1/2” Service Line	\$26,000.00 per line	Fee
Out-of-Town Plant Investment (TAP) – 1 1/2” Service Line	\$52,000.00 per line	Fee
In-Town Plant Investment (TAP) – 2” Service Line	\$52,000.00 per line	Fee
Out-of-Town Plant Investment (TAP) – 2” Service Line	\$104,000.00 per line	Fee
In-Town Plant Investment (TAP) – 3” Service Line	\$104,000.00 per line	Fee
Out-of-Town Plant Investment (Tap) – 3” Service Line	\$208,000.00 per line	Fee
In-Town Plant Investment (TAP) – 4” Service Line	\$208,000.00 per line	Fee
Out-of-Town Plant Investment (Tap) – 4” Service Line	\$416,000.00 per line	Fee
In-Town Water Service Availability Rate “Based on Board of Trustees review and approval, increases 6% annually”.	\$147 per quarter for up to 27,000 gallons of water used and \$2.00 per 1,000 gallons of water used over 27,000 gallons.	Fee
Out-of-Town Water Service Availability Rate “Based on Board of Trustees review and approval, increases 6% annually”.	\$294 per quarter for up to 27,000 gallons of water used and \$4.00 per 1,000 gallons of water used over 27,000 gallons.	Fee
Water (Stop/Restart) Service Charge	\$25.00 per charge	Fee
Late Payment Charges (Over 30 Days Late)	1.5% unpaid balance per month	Fee
Disconnect for Non-Payment (Due before reconnect)	\$100.00 per disconnect	Deposit
Reconnect by Town Personnel	\$100.00 per hour (with a 2 hour minimum)	Fee
Reconnect by Private Contractor Hired by Town	Actual cost plus \$200.00 per reconnect	Fee
Water Supply Protection Permit	\$300.00 per permit	Fee
Bulk Water		
One time Permit (Up to 300 gallons)	\$25.00 per permit	Fee
Monthly Permit (Up to 9000 gallons)	\$50.00 per permit	Fee
Monthly Permit (Per 1000 gallons over 9000)	\$4.00 per permit	Fee
Monthly Permit – Additional Truck	\$10.00 each per permit	Fee
Water Well Permit Fee	\$250.00 per permit	Fee
Water Certification Fee	\$10.00 or 10%	Fee

*All fees are non-refundable unless otherwise noted

TOWN OF GRAND LAKE FEE AND DEPOSIT SCHEDULE E435

TYPE OF FEE/DEPOSIT	AMOUNT	TYPE
Use of Town Facilities		
Community House		
Key Deposit	\$50.00	Deposit
Damage and Cleaning Deposit	\$500.00	Deposit
Government/Non-Profits/Special Dist.	\$150.00 half day – (4 hours)	Fee
Government/Non-Profits/Special Dist.	\$300 full day	Fee
Private Function or Pecuniary Event	\$300 half day (4 hours)	Fee
Private Function or Pecuniary Event	\$600 full	Fee
Pitkin Annex		
Key Deposit	\$50.00	Deposit
Damage and Cleaning Deposit	\$500.00	Deposit
Government/Non-Profits/Special Dist.	\$30 half day \$50 full	Fee
Private Function or Pecuniary Event	\$50 half day \$100 full	Fee
Heckert Pavilion		
Government/Non-Profits/Special Dist.	\$20.00 per hour	Fee
Private Function or Pecuniary Event	\$30.00 per hour	Fee
Electricity Use	\$25.00 per use	Fee
Lakefront Park (Upper and Lower) Picnic Shelter		
Electricity Use	\$25.00 per use	Fee
Government/Non-Profits/Special Dist.	\$20.00 per hour	Fee
Private Function or Pecuniary Event	\$30.00 per hour	Fee
Gazebo in Town Park	\$10 Non Profit \$20 Private	Fee
Electricity Use	\$25.00 per use	Fee
EV Charging Station – Level 2	\$1.00/Hour	Fee
EV Charging Station – DC Fast	\$0.42/ kwh	Fee
EV Charging Station – DC Fast overtime	\$60.00 / hr	Fee
Cemetery Fees		
Traditional Perpetual Care Fee	\$750.00	Fee
Cremation Perpetual Care Fee	\$500.00	Fee
Reservation Fee Refundable.	\$50.00	Fee
Headstone Deposit	\$200.00	Deposit
Judicial Proceedings		
Appeal to Administrative Enforcement Citation	\$150.00 (if citation is upheld)	Fee
Municipal Court	As determined by Municipal Judge	Fee

*All fees are non-refundable unless otherwise noted

Rates and Fees for 2022 at GLC

Highlight indicates new or changed rate

Recreation & Fitness Fees

	<u>Current</u>	<u>Suggested</u>
Annual Family (2 adults)	\$500	\$600
(Children 14-18 who want to work out w/parent)	+\$25 per child	+\$25 per Child
*New/ 6 month family	---	\$400
Annual Single	\$360	\$360
Employee Annual Membership	\$5	\$5
Monthly Single	\$45	\$45
3 months Single	\$120	\$120
6 months Single	\$230	\$230
Daily fitness	\$10	\$10
*New/ Student, military, Senior 65+ Daily Fitness	---	\$7
Social Monthly (Pickleball unlimited play)	\$20	\$30
Pickleball Daily rate	\$3	\$5
Walking Track/Game Room	\$3	\$3
Senior 65+/Military/Student Discount 10% off any membership		
Co-working desk space	---	\$5 hourly
Co-working desk space	---	\$200 monthly

Venue Fees

	<u>Current</u>	<u>Suggested</u>
Room Rental hourly	\$14	\$15
Local/Non Profit	\$8	\$10
Employee	---	Free
Auditorium Full Day (10 hours)	\$400	\$600
Local/Non Profit	\$200	\$300
Employee	---	\$150
Auditorium half day (5 hours)	(Half of the above suggested rates)	
Auditorium Refundable Damage Deposit	\$200	\$500
Auditorium multi-day or party event cleaning charge	---	\$150
Carpet and Drapes	\$300	\$400

GL Lands Committee Recommendations

1/1/2022

The Lands Committee Members envision that all Town Parks, Open Spaces and Rights-of-Way will:

- Provide an inviting Grand Lake Attraction
- Provide space/facilities for family and community functions and gatherings
- Provide an opportunity for increased rentals and fees
- Provide recreational opportunities and facilities for people and their pets
- Preserve Lakefront views
- Provide conserved, connected greenways and open space
- Provide access for increased site parking and foot traffic
- Value and center community engagement and ownership through organized volunteer opportunities, including fundraising, trail work, and Town clean-up events

Funding

- Recommend the creation of a Lands, Parks, Open Space, and Trails Capital Improvement Fund in the GL Town budget
- Apply for grants
- Leverage partnerships
- Work closely with the Grand County Open Lands, Rivers and Trails Advisory Committee

West End Properties: discussed 10/6/2020, 11/10/2020, 12/1/2020

Vision for the west end properties: Improve the landscaping, facilities, and continuity between the Grand Lake Center, the Center Drive Lots, and Winter's Pioneer Park

Grand Lake Center Open Space

- Remove or relocate the prairie dogs
- Repair sprinkler systems
- Improve grass areas
- Habitat connectivity
- Tree Planting
- Running/ walking track / ski path

- Outdoor pickle ball courts
- Field area for sports
- Restrooms
- Community gardens
- Covered picnic area/pavilion
- Dog Park
- Playground
- Climbing Wall
- Water Features / Splash Park

Center Drive Lots

- Greenspace access between GL Center Open Space & Winter's Pioneer Park
- Drainage improvements
- Landscaping
- Visual mitigation for temporary Pay as You Throw
- Outdoor pickle ball courts
- Dog park
- Continuation of running/ walking /ski path
- Parking
- Outdoor Restroom

Winter's Pioneer Park

- Hardscape/ benches
- Native grasses, native wildflowers (similar to Point Park)
- Visual mitigation/ screening
- Picnic area
- Continuation of running/ walking /ski path
- Rental venue
- Gazebo
- Water feature
- Restroom
- Discontinue use for storage of vehicles and stages

Thomasson Park – discussed 2/2/2021

Vision for Thomasson Park: Retain the natural environment while providing year-round trail access and honoring the RMNP mandate for cemetery overflow.

- Cemetery overflow is a requirement of RMNP

- Add multi-use trails to improve recreational connectivity, with a possible loop design to connect Thomasson Park to the Woodpecker Hill neighborhood and the Grand Lake Lodge, creating an attraction for visitors.
- Add a parking area or pull-off area which could be located on the North West end of Thomasson Park. There is a utility easement on the entire north end of the property
- Some parking could also be shared with the GL Visitor's Center.
- Add restrooms, trash cans and doggie bag station to encourage "Leave No Trace" principles
- Add Watchable Wildlife designation/signage
- Preserve Thomasson Park's natural landscape and wildlife habitat

Lakefront, Beach and Marina Spaces – discussed 3/2/2021

Vision for the Lakefront, Beach & Marina Area: Enhance the use of the Lakefront Park/Beach/Marina by balancing rustic charm/old fashioned character with modern amenities to attract year-round visitors and support Town businesses

- Add a band Shell for concerts - could double as warming hut in winter
- Add a combo ice skating rink (winter)/splash park (summer) on volleyball court with fire pits, lights, concessions/warming hut
 - Cons: emergency/delivery ingress, parking/traffic flow, handicap access
 - Cons: lake jurisdiction/liability, maintenance/grooming equipment
- Increase special events - SUP/kayak races, music festivals, ice sculptures displays, lighted boat parade, pond hockey, figure skating, etc.
- Add a groomed loop track on lake for Nordic skiing/snowshoeing/snowmobiling
 - Cons: lake jurisdiction/liability, maintenance/grooming equipment
- Improve gazebo area (west end) with landscaping, path maintenance, lighting, signage, picnic tables/benches, terraces on steep gradients, steps for water access, kayak launch/rack, etc.
- Add a parking garage
- Change Lake Avenue to a pedestrian promenade
 - Pros: tourist and family friendly attraction, safe pedestrian access
 - Cons: eliminates parking spaces, increases difficulty for senior and disabled access to the lake
 - Cons: impacts lake front businesses and deliveries
- Update/renovate marina to be used year-round - warming hut, ski/snowshoe/snowmobile/ice skate rentals, concessions, etc.

Trail Identification, Improvement and Connectivity – discussed 4/6/21 and 5/4/21

Existing trails were determined to include the Continental Divide Trail (CDT), a town walking tour (i.e.: Grand Lake Historical Society walking tour, Rotary Club walking map) and the Town-improved trail located along Cairns Avenue (also a part of the CDT). Existing roadways are

suitable for use as trails (i.e.: Center Drive) but would require shoulder improvements such as better surface material and/or the addition of fencing/railings (it was noted that trail surfaces don't have to be fancy, but they do have to be safe, and many grants will require handicap accessible paths.)

Trail Connectivity – discussed 4/6/21 and 5/4/21

The priorities for new trail and foot path improvement were identified as follows:

- Create a safe trail between the Grand Lake Visitor Center and Town Park with a connection to the Grand Lake Center
- Re-establish the cross-walk between the post office and Thomasson Trail
- Create a meandering path over the moraine to the sledding hill with a view area on top – pack it in, pack it out. Could loop in to Point Park
- Improve path on Cairns Avenue with a better surface and extend the path to Point Park
- Improve the “Saratoga Trail” from Thomasson Park to GL Lodge
- Improve the Patterson Hill trail through GL Lodge to RMNP
- Create a trail along West Portal Road
- Designate snowmobile, electric bike, non-electric bike and walking routes.
- Make better use of town owned right of ways
- Create/designate theme walking tours – Tree walk, family walk, GL Lodge Trail, Point Park nature walk, history walking tour, etc.
- Identify CDTC day hikes/connectors
- Create a trail from Sunnyside Cottages to East Inlet
- Create trails that connect the west side properties = Grand Lake Center, Winters Pioneer Park and Point Park loop

Mary Drive Property – discussed 7/6/21

The Property should have landscaping and screening to buffer it from the highway and a safe pedestrian access across the highway with connections to other Town trails.

Possible uses include:

- Transportation Hub with bus turn-around and parking area
- Affordable Housing
- The Property could be put for sale and the Town Board could review proposals for development. Could uses be commercial/residential uses and be restricted in a sale?

Stanley Property – discussed 9/7/21 (property tour) and 10/5/21

Open Space/Wildlife Habitat/Recreation

- Create natural surface, year-round, multi-use trails – possibility to connect to Town Trail
- Preserve/improve landscaping
- Preserve/improve wildlife corridor
- Preserve/improve view shed
- Try to group development together to preserve more open space
- Consider a conservation easement to protect the open space in perpetuity

Real Estate/Development

- Sell parcels/lots for development (residential), in addition to the area currently containing the 3 structures (about 1 acre) to help recoup purchase costs
- Create affordable housing
- Create a Public Works facility
 - Considered a low priority as it might not be compatible with other uses
 - Would need strong neighborhood and community support
- Create Marina storage (winter boat storage)

Top Ten Lands Committee Project Recommendations - in priority order as voted on in December 2021

1. Create a safe trail between the Grand Lake Visitor Center and Town Park with a connection to the Grand Lake Center. Create pedestrian paths throughout Town
2. Create a connecting trail and pocket park through the Center Drive lots to Winter's Pioneer Park
3. Make upgrades to the Grand Lake Center including a maintained grass field (without prairie dogs), pickle ball courts, landscaping, pavillion, and bathrooms
4. Make improvements to Winters Pioneer Park
5. Make lakefront improvements, especially near the Gazebo.
6. Designate part of the Stanley Property as open space and trails and subdivide other parts of the property for some residential uses.
7. Create a dog park.
8. Focus on using the Mary Drive lots for a transportation hub and affordable housing
9. Create pocket parks around Town
10. Create Thomasson Park improvements

Other priorities that received votes from Lands Committee Members were setting a top limit on short term nightly rentals, creating multimodal designated paths, finding camping options for

Continental Divide Trail users, and finding a new location for the public works building so that the entire area including the Center Drive lots can be turned into a Town Park.

Additional Steps

- Create Lands, Parks & Trails Capital Improvement Fund in Town Budget
- Create a Grants Committee to research & secure funding opportunities
- Encourage Lands Committee members who are interested to apply to be on the Grand Lake Lands Municipal Plan Steering Committee
- Attend meetings and assist the Municipal Lands Consultant in the creation of an Action and Implementation Plan in 2022
- Find a way to accommodate Continental Divide Trail Hikers who need a place to camp as they pass through Grand Lake