



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING AGENDA

Monday, October 13, 2025 at 4:30 PM

Town Hall Board Room – 1026 Park Avenue

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

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

<https://us06web.zoom.us/j/89948091478>

You can also dial in using your phone.

United States: 719-359-4580

Meeting ID: 899 4809 1478

WORK SESSION 4:30 PM

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Items of Discussion
 - A. Grand County Wildfire Council
 - B. Food Truck Discussion

EVENING MEETING 6:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Announcements
4. Roll Call
5. Conflicts of Interest
6. Manager's Report
 - [A.](#) October 13, 2025
7. Public Comments (Limited to 3 Minutes)
8. Consent Agenda

A. Accounts Payable- October 13, 2025

B. Meeting Minutes- September 22, 2025

9. Items of Discussion

A. Delegation of Business Owners Regarding Food Truck Consideration- Leona Goettel & Baxter Strachan

B. Consideration of Lease Renewal with Mountain Paddlers, LLC.

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

D. **QUASI JUDICIAL (PUBLIC HEARING)** – Resolution 46-2025 – Preliminary Plat and Preliminary Development Application for a new mixed-use commercial and residential development located at 1016 Grand Avenue and 1001, 1005, and 1007 Lake Avenue (commonly referred to as the Leatherwood Development).

E. **QUASI JUDICIAL (PUBLIC HEARING)** – Resolution 45-2025 – A Lot Consolidation located at 107 Perry Street and 405 Mountain Avenue.

F. Consideration to Select Marquee Signage

G. Consideration to Appoint a Town Budget Officer

10. Future Items for Consideration

11. Mayor's Report

12. Adjourn Meeting



MANAGER UPDATE

10/13/2025

To: Town of Grand Lake Board of Trustees

From: Steve Kudron, Town Manager

Marina Season has ended

The Town Marina officially closed operations on September 21, 2025. Taking a play from the Marina’s history, Marina and Public Works teams developed a strategy to store safely most of the fleet inside the marina for the winter. The plan had little option for miscalculation and the team delivered wonderfully. Thanks to all of the staff for a solution that saves money and is an improvement over previous seasonal marina closures.



National Public Lands Day

On September 27, 2025, the Town participated with our federal partners to celebrate National Public Lands Day. Volunteers gathered at the Marquee to rebrand the board CDT trail brands as well as other conservation projects in the community.

Amazon film production a success

For two days, the Town of Grand Lake became a production set for an upcoming show to be broadcast on Amazon Prime. Town streets and some facilities were used for filming as well as the use of





the Community House. Members of Public Works were invited to participate in some of the scenes. They all found it to be quite fun. The Town has billed the production for facility costs as well as the labor

cost for the use of staff members during production time. Overall, the impact to the town was minimal, we covered our costs and will show of our special town to millions!



Refinishing Rainbow Bridge

Public Works has taken on the task of refinishing our bridges for better longevity and protection. The surfaces were stripped of previous stains and a new UV rated protection was put in place. Additionally, the spans are being capped with a metal cover to resist water

penetration. Finally, Rainbow bridge has been equipped with new RGB LED lamps, so we change the look seasonally.

Thank you from Taking Steps for Cancer

Last week I received a call from Judy Eberly from Taking Steps for Cancer. She wanted to thank the Town and the Board of Trustees for allowing their classic 1963 that was placed in front of the pavilion before the recent auction. She was thrilled to announce the 5k and auction both a great success. The Rover alone brought \$15,000 for critical cancer treatment, transportation and care for those here in Grand County.



DOLA Small Communities Workshop

I will be attending the 2025 Small Communities Workshop being held at Colorado Community College in Breckenridge on October 16, 2025. The Town has been selected to give a presentation on Space to Create Grand Lake. The Topic is how an affordable mixed-use project can positively impact culture, economy & community.

Upcoming Event Highlights:

- October 11, 2025: Denver Symphony Chamber Orchestra – RMRT Theater
Grand Lake Creative District
- October 14, 2025: Happenings at the House – Community House
Grand Lake Area Historical Society
- 10/14 & 10/21/2025: Pottery: Witch Class – Pitkin House
Rocky Mountain Folk School
- October 17, 2025: Pasta Palooza – Art & Stories – Juniper Library
Grand County Library District
- October 24, 2025: Senior Lunch & Learn – Community House
Grand County Library District
- October 25, 2025: 2nd Annual Ghosts & Gourds Gathering – Town Square Park
Town of Grand Lake

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

Next Board Meeting: October 27, 2025



2025 Small Communities Workshop - Agenda
COLORADO MOUNTAIN COLLEGE - BRECKENRIDGE
107 Denison Placer Road, Breckenridge, CO 80424
October 16, 2025

9:00 - 9:20 AM – Welcome & Opening Remarks

- DOLA, Town of Breckenridge Mayor, CCI, CML, SDA
- Theme: Navigating Uncertainty: Strategies for Small Communities

9:20 - 10:00 AM – Funding Updates

- Severance Tax Overview and Forecast
- Budgeting in a Constrained Funding Environment

10:00 - 10:45 AM – Civic Solutions Hub: Local Innovations in Action

- Civic Solutions Hub Overview (DOLA) (5 mins)
- Delivering Change: A SustainableBreck Approach to Delivery Logistics (Town of Breckenridge)
- Using AI in Wildfire Detection (Aspen Fire Protection District)

10:45 - 11:00 AM – Morning Break

11:00 AM - 12:00 PM – Civic Solutions Hub: Scaling Community Strategies

- Adapting Police Operations to do More with Less (Town of Kremmling)
- Rocky Mountain Resilience: Hayden's Energy Future in Geothermal (Town of Hayden)
- Creative Approaches to Community Challenges (Grand Foundation / Winter Park Chamber)

12:00 - 1:00 PM – Networking Lunch

1:00 - 2:45 PM – Housing & Community Building

- Two-Way Trust: How Shared Leadership Turned Climate and Growth Challenges into Community Solutions (Pitkin County)
- Neighborhood Centers: What Are They and Why Designate? (DOLA)
- Creating an Authentic Place - Using a Space to Create Project to address Housing, Workforce and Economy (Town of Grand Lake)
- From Needs Assessment to Next Steps: Building Regional Housing Solutions in South Routt (Town of Oak Creek)
- How Can We Help? The University Technical Assistance Program - (UTAP Team)

2:45 - 3:00 PM – Afternoon Networking Break

3:00 - 3:45 PM – Public Engagement & Trust

- Bridging the Gap: Our Journey to Inclusive Community Engagement (Town of Breckenridge)
- Creative Partnerships: Building Economic Frameworks that Diversify Risks and Increase Success Through Public-Private Partnerships (Park County)

3:45 - 4:00 PM – Emerging Themes & Strategies

- Key takeaways (interactive polling), feedback on the day and suggestions for future workshops

4:00 - 5:00 PM – Networking + Agency Office Hours

- Meet one-on-one with agency staff and other community leaders



To: Mayor Bergquist & Trustees

Date: October 13, 2025

RE: Accounts Payable- October 13, 2025

BACKGROUND:

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

FISCAL NOTE

Accounts Payable documents were provided to the board via email on October 10, 2025.

STAFF RECOMMENDATION

Approve

SUGGESTED MOTIONS

I make a motion to approve/(deny) the accounts payable for October 13, 2025.



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING MINUTES

Monday, September 22, 2025, at 6:00 PM

Town Hall Board Room – 1026 Park Avenue

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

1. Call to Order

Mayor Pro-Tem Sobon called the Board of Trustees meeting to order at 6:05 P.M. in the Town Hall Board Room

2. Pledge of Allegiance

Mayor Pro-Tem Sobon led the Pledge of Allegiance.

3. Announcements

Mayor Pro-Tem Sobon requested that all cell phones be turned off during the meeting.

4. Roll Call

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

Trustee Miller motioned to excuse Mayor Bergquist and Trustee Schoenherr’s absence from the workshop and evening meeting. Trustee Arntson seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Miller	Aye
Trustee Mills	Aye
Trustee Arntson	Aye
Trustee Causseaux	Aye
Mayor Pro-Tem Sobon	Aye

5. Conflicts of Interest

Mayor Pro-Tem Sobon disclosed he had a conflict of interest with Item 9B, “Sledtober” as he will be presenting on behalf of Grand Lake Trail Groomers.

6. Manager's Report

A. September 22, 2025

Colorado Grand Visit

More than 90 vintage race cars descended on Grand Lake for lunch on September 9th as the first stop on the 36th Annual Colorado 1000-mile tour. IN addition to sharing their beautiful cars, stopping to eat and shop, the Colorado donated to

Rocky Mountain Repertory Theater in the amount of \$15000. An additional \$10,000 is committed for a scholarship to a local student enrolling in a Colorado college or vocational school.

Space to Create Grand Lake Groundbreaking and updates

On September 13th, the Board of Trustees officially broke ground on Space to Create Grand Lake. Joining the Town were the Grand Lake Creative District, DOLA, Colorado Creative Industries and the Boettcher Foundation. Work began on the following Monday, and excavations continued through the week.

Town Marquee Ribbon Cutting

The Town of Grand Lake Board of trustees cut the red ribbon and officially dedicated the Town’s new Marquee. The stone and metal structure, in construction for several years celebrates the beauty, creativity and strength of Grand Lake, through the creative eyes of architect Tim Hodson and artist Grace Noel. More than \$30,000 in donations were received by the community to help complete the project. The signage is in final stages and should be installed in the next 30 to 45 days.

Meeting with Philanthropy Colorado

On Thursday the 18th, members from philanthropic organizations came together for lunch and information stop in Grand Lake. At the lunch, the mayor attended Grand County Tourism, the Grand Lake Creative District and Space to Create Grand Lake were the topics of discussion. Lunch finished with a tour of the S2C jobsite and a review of the economic and social impacts of the East Troublesome fire through the lens of Chief St Germain and Chief White of Granby FD.

Fire Restrictions lifted

At the recent BOCC meeting, the County Commissioners lifted fire restrictions in the County effective September 19th. Because restrictions have been lifted, it doesn’t mean we are out of fire danger. Please practice smart fire precautions. (2025 is Smokeys 81st birthday!)

Constitution Week Highlights

Constitution Weel concluded Sunday the 21st. Many people were in town to participate in the activities offered by Constitution Week. Saturday was capped a parade, packed speaker and fireworks – a community favorite. The Constitution Week committee appreciates the support from the Town – both for this year’s fireworks and facilities.

Upcoming Event Highlights

- September 26, 2025: Senior Lunch & Learn – Community House
- September 26, 2025: Shadowcliff Artist in Residence Performances – Community House
- September 27, 2025: Gentlemen’s Club Pub Crawl to benefit Taking Steps for Cancer

October 5, 2025: 13th Annual Taking Steps for Cancer 5k & Auction
October 11, 2025: Sledtober to benefit the Grand Lake Trail Grooming
October 14, 2025: Happenings at the House – Hosted by the GLAHS
October 25, 2025: Ghosts and Gourds at Town Square Park

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

Next Board Meeting: October 13, 2025

7. Public Comments (Limited to 3 Minutes)

Alexander Thompson, 508 Cairns. Mr. Thompson invited the Board and members of the public to Shadowcliff’s event, “Artist Talks & Performances” on Friday, September 26 at 7:00 pm at the Grand Lake Community House. Engage with six nationally recognized artists as they share their creative processes, present their work, and discuss their experience in residence at Shadowcliff. This event is free and open to the public; RSVP is highly recommended.

Sean McAlindin, 424 E. Agate Avenue- Mr. McAlindin, the new editor of *Sky-Hi News*, took the opportunity to introduce himself to the Board and members of the community.

8. Consent Agenda

A. Accounts Payable- September 22, 2025

B. Meeting Minutes- September 8, 2025

Trustee Arntson motioned to approve the consent agenda for September 22, 2025. Trustee Causseaux seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Miller	Aye
Trustee Mills	Aye
Trustee Causseaux	Aye
Trustee Arnston	Aye
Mayor Pro-Tem Sobon	Aye

9. Financial Review

A. Financial Statements

B. Sales Tax

Presented by Town Treasurer Kirkpatrick and Town Manager Kudron.

10. Items of Discussion

A. Consideration to Accept the Audited Financial Statements for Fiscal Year 2024

Presented by Town Treasurer Kirkpatrick and Town Manager Kudron.

Trustee Miller made a motion to accept the audited financial statements for fiscal year 2024. Trustee Causseaux seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Causseaux	Aye
Trustee Mills	Aye
Trustee Miller	Aye
Trustee Arntson	Aye
Mayor Pro-Tem Sobon	Aye

B. Consideration of Resolution 42-2025, Setting Certain Fees for a Special Event Permit for the Grand Lake Trail Grooming Inc. Special Event, "Sledtober"

Presented by Town Manager Kudron on behalf of Event Manager Weekes.

Michael Sobon, President of the Grand Lake Trail Groomers presented on behalf of the organization.

Trustee Causseaux made a motion to approve Resolution 42-2025, setting certain fees for a new special event permit for the Grand Lake Trail Grooming Inc. special event, "Sledtober". Trustee Mills seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Arntson	Aye
Trustee Miller	Aye
Trustee Causseaux	Aye
Trustee Mills	Aye
Mayor Pro-Tem Sobon	Abstain

C. Consideration of Resolution 43-2025, Waiving Use Tax for the Space to Create Grand Lake Project at 1128 Park Ave

Presented by Town Manager Kudron.

Trustee Causseaux made a motion to approve Resolution 43-2025, waiving use tax for the Space to Create Grand Lake Project at 1128 Park Avenue. Trustee Arntson seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Miller	Aye
Trustee Mills	Aye
Trustee Arntson	Aye
Trustee Causseaux	Aye
Mayor Pro-Tem Sobon	Aye

D. Consideration of Resolution 44-2025, Approving the Purchase of a Kubota Sidewalk Maintenance Machine and Related Attachments

Presented by Public Works Director Reed-Tolonen.

Trustee Arntson made a motion to approve Resolution 44-2025, approving the purchase of a Kubota Sidewalk Maintenance Machine and related attachments. Trustee Mills seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Causseaux	Aye
Trustee Miller	Aye
Trustee Mills	Aye
Trustee Arntson	Aye
Mayor Pro-Tem Sobon	Aye

E. Consideration to Approve a Memorandum of Understanding for Mutual Cooperation in Obtaining Grant Funding with The Rotary Club of Grand Lake

Presented by Town Manager Kudron.

Greg Finch was present on behalf of the Grand Lake Rotary Club.

Trustee Causseaux made a motion to approve a memorandum of understanding for mutual cooperation in obtaining grant funding with the Rotary Club of Grand Lake. Trustee Mills seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Causseaux	Aye
Trustee Mills	Aye
Trustee Miller	Aye
Trustee Arntson	Aye
Mayor Pro-Tem Sobon	Aye

11. Future Items for Consideration

- Land Use Issues
- 2026 Budget Items

12. Mayor's Report

Mayor Pro-Tem Sobon thanked the Board for letting him lead tonight’s meeting. He expressed his gratitude for the events that have happened over the last two weeks.

13. Adjourn Meeting

Trustee Causseaux moved to adjourn the meeting, and Trustee Mills seconded. Town Clerk Carrell called for a vote. All were in favor.

This meeting of the Board of Trustees was adjourned at 7:28 PM.

(Attest)

Alayna Carrell, Town Clerk

Christina Bergquist, Mayor



MEMORANDUM

Meeting Date: 10/13/2025

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

Re: Mountain Paddlers Lease Renewal

Trustees:

Mountain Paddlers have been operating using the Town owned Kayak Shack and a provided Gazebo for the rental of two kayak racks, and use of a site to install a movable shelter for the exclusive use of Mountain Paddlers under a five-year term since 2021.

Staff has negotiated with the Lessee a new lease which includes a five-year renewal term, and an adjusted rent accounting for the increase in the Denver Metro Area’s recent five-year Consumer Price Index. This lease adds Stand Up Paddleboards as an allowed rental item for Mountain Paddlers.

Included are the previous lease and the proposed new lease.

Proposed Motion

If the Board wishes to enter into the attached lease it should approve the following motion:

I move to instruct the mayor to sign the attached lease for a five-year renewable term with Mountain Paddlers, LLC.

LEASE AND RENTAL AGREEMENT

THIS AGREEMENT, dated this 12th day of April 2021, is by and between the Town of Grand Lake (the "Town"), PO BOX 99, Grand Lake, CO and Mountain Paddlers, LLC, d/b/a Mountain Paddlers (the "Lessee"), PO BOX [REDACTED], Grand Lake, CO for a building lease, site lease, access license, and kayak slip rentals:

WITNESSETH:

That in and for consideration of the services to be rendered and the compensation to be received, the Town and Lessee covenant and agree as follows:

1) Lessee will have full use of the 70 square foot building located on the marina property for its sole use from the Friday prior to Memorial Day each year beginning in 2021 through, the Monday following the third weekend of September each year through September 28, 2025, for the purpose of housing its kayak rental business, although no kayaks will be stored or kept onsite. This building is being rented for \$3,300 for the four-month summer season, (\$825 per month), through the 2021 season. On the first day of May of each of the years 2022 through 2025, the rent shall be adjusted with an increase equal to the Consumer Price Index (CPI-U) for the Denver-Aurora-Lakewood area as measured by the United States Bureau of Labor statistics. The rent shall not be adjusted if the CPI-U is zero or negative. The Lessee shall be responsible for paying the rent for the full four months even if it elects to occupy the building later than the Friday prior to Memorial Day each year, or to vacate the property sooner than the Monday following the third weekend of September each year through September 28, 2025.

2) Lessee will have full use of two kayak racks consisting of six kayak slips each, identified as Rack A, Slips 1-6, and Rack B, Slips 1-6 for the purpose of storing its kayaks. Lessee agrees to comply with all of the rules and regulations as outlined in the kayak slip rental agreement, attached hereto as Exhibit A. The lessee is required to sign the kayak slip rental agreement. The rental price for each kayak slip is \$150, or \$1800 total.

3) Lessee shall have use of a site to be mutually determined for the placement of a shelter no larger than 12 ft by 16 ft. The design must be approved by the Town Manager whose consent shall not be unreasonably withheld. The Town shall help prepare the site for said shelter and Lessee shall have exclusive use of said shelter.

4) For lease of the building, use of a site for a shelter located near the kayak launch area, a license to operate the business on the Town Beach, and rental of twelve kayak slips, the Lessee shall pay Headwater's Marina Five Thousand One Hundred Dollars (\$5100). The rental of the kayak slips shall be paid up front, and the lease of the structure shall be prorated over a three-month period in equal payments. Failure to make prompt payment as outlined below shall be cause for the Town to preclude Lessee from using the property in any manner until the payment(s) are received in full.

Payments will be made by the Lessee as follows:

- 1st payment due May 15th each year of this lease by the Town: \$1800 through 2025.
- 2nd payment due June 15 each year: \$1,100.00 through 2025.
- 3rd payment due July 15, each year: \$1,100.00 through 2025.
- 4th payment due August 15 each year: \$1,100.00 through 2025.

5) The Lessee will provide a vessel for rescue or for circumstances when kayak users require assistance; the Town will provide space at the Marina at a place to be designated to dock the vessel.

6) The Lessee acknowledges and agrees to follow all Town, State and Federal laws and including obtaining a business license, sign permits as needed, etc.

7) Lessee shall be responsible for the acts, errors, or omissions of itself and its employees, consultants, agents and any other persons employed or retained on behalf of Lessee in connection with this Agreement. Lessee agrees to indemnify, hold harmless and defend the Town and its directors, officers, trustees, employees, agents, and attorneys for the actions, errors and omissions of Lessee and Lessee's employees, consultants, agents and any other persons employed or retained on behalf of Lessee in the performance of this Agreement. The parties recognize that the Town is a governmental entity subject to the provisions of the Colorado Governmental Immunity Act, Section 24-10-101. et seq., C.R.S., and the Town does not waive any of its rights under the Act by entering into this Agreement.

8) At its sole cost, Lessee agrees to purchase and maintain in effect through the terms of this Agreement, insurance that will protect the Town and Lessee from claims which may arise out of, result from or be related to the Lessee's performance of the use of the Town's property as outlined in this Agreement, whether such performance be by Lessee or by someone directly or indirectly retained or employed by Lessee, the Lessee's customers, invitees and guests, or by anyone for whose acts, errors, or omissions any of them may be liable. A copy of all policies or signed certificates of insurance shall be on file with the Town at all times, shall be appropriately endorsed to give the Town a minimum of thirty (30) days notice of cancellation or intention of non-renewal or restriction of coverage, shall name the Town of Grand Lake and Headwaters Marina as "Additional Insured", and shall conform with the laws of the State of Colorado. Such insurances required herein shall be written for limits as follows:

- A. Commercial General Liability
 - 1. Bodily Injury and Property Damage
 - \$1,000,000 each occurrence
 - \$2,000,000 aggregate
 - Personal Injury
 - \$1,000,000 each occurrence
 - \$2,000,000 aggregate
- 8. Workers' Compensation and Employers' Liability:
 - 2. Workers' Compensation - at statutory levels
 - 3. Employer's Liability
 - \$100,000 each accident
 - \$100,000 disease - each employee
 - \$500,000 disease - policy limit

9) It is specifically agreed that neither Lessee nor any person working on his behalf on the project shall discriminate against any person because of age, race, sex, national origin, ancestry, disability or religion.

10) Lessee shall operate the business in a reasonable manner to provide sufficient, quality service to its customers and shall maintain its premises in a clean, safe manner. If, at the Town Manager's sole discretion it is determined that Lessee is not providing the standard of service required, the Town may terminate the Lease. The Town Manager may not unreasonably make such a determination.

11) This Agreement shall be in force and effect beginning on the date stated above and shall terminate on September 28, 2025.

12) Upon expiration or termination of this Agreement, the Lessee shall remove all equipment

immediately and restore the building to its previous condition.

Section 9, Item B.

13) Both parties have consulted with legal counsel to the extent they desire to do so and the contents of the document are the result of their joint drafting efforts.

Town of Grand Lake

Mountain Paddlers, LLC

Stephan Kudron, Mayor

Andrew J. Murphy, Managing Member

EXHIBIT A

SEASONAL KAYAK SLIP RENTAL AGREEMENT
HEADWATERS MARINA ENTERPRISE
PO BOX 99, GRAND LAKE, CO 80447
(970) 627-5031 * Fax (970) 627-8243

1. PARTIES TO AGREEMENT: The parties to this Slip Rental Agreement are Headwaters Marina (hereinafter "Lessor") and Mountain Paddlers, LLC, d/b/a Mountain Paddlers (hereinafter "Lessee" or "Owner").

2. LESSEE IDENTIFICIATION: Lessee's full name and mailing address are:

Name: Mountain Paddlers, LLC	E-Mail: [REDACTED]	
Home Address: [REDACTED]	PO Box: [REDACTED]	
City: Grand Lake	State: CO	Zip: 80447-2248
Telephone (Home):	Work:	Cell: [REDACTED]

3. AGREEMENT: In consideration of the payment of \$900.00 from Lessee to Lessor, receipt of which is hereby acknowledged, Lessor and Lessee agree as follows.

A. PERMISSION TO STORE VESSEL: By the terms of this Agreement, Lessee shall be allowed to store Lessee's vessels in Rack A, Slips 1-6, and Rack B, Slips 1-6, from the Friday prior to Memorial Day each year beginning in 2021 until the Monday following the third weekend in September each year through September 28, 2025. No other vessels can be stored in this space without prior consent of Headwaters Marina.

B. PERMITTED ACTIVITIES: The Lessee is permitted to store Lessee's vessels as described above. The use and consumption of alcohol is strictly prohibited on Town Property except during Special Events that have obtained a liquor license. By renting this slip, the Town grants no privileges that are not specifically enumerated in this agreement to the Lessee or his agents, which include but are not limited to the Lessee's family member(s), employee(s), agent(s), guest(s), permittee(s) or invitee(s), regarding the use of Town property.

C. LESSOR NOT LIABLE FOR FIRE, THEFT, ETC: Lessee is responsible for launching and storing the vessels, and understands and acknowledges that storing Lessee's vessels at the kayak slip is at the Lessee's own risk. Lessor and its Manager assume no responsibility nor liability for the safety of any vessel or its contents stored at the kayak slips, and will not be liable for fire, theft, damage or vandalism to Lessee's vessels, nor any of the equipment, appurtenances, etc., connected or related thereto, however arising; it being the understanding of Lessor and Lessee that the Lessee shall store the vessels at the Lessee's sole risk. Lessor and its Manager DO NOT insure the Lessee, the vessels, nor any of the equipment, appurtenances, etc., connected or related thereto against risks of fire, theft, damage, vandalism or any other loss or casualty to the same.

D. REMOVAL OF VESSEL UPON EXPIRATION OR TERMINATION: Upon expiration or termination of this Agreement for any reason, Lessee agrees to remove the vessels from the assigned slips within ten (10) days of expiration of this Agreement or notice of termination provided in writing and mailed to the Lessee's address listed above.

E. HOLD OVER: Should Lessee fail to remove the vessels upon expiration or termination of this Agreement, Lessee shall be deemed a hold-over tenant, and shall pay rent at a rate of \$25 per day. If not removed within 10 days of expiration or termination, the Lessor shall have the right, but not the obligation, to remove and store the vessels and to charge Lessee for winter storage, winterization of the vessels, and any other charges that the vessels accrue, in addition to the hold-over amounts discussed above. Any hold-over tenant who has failed to pay any sum due in consideration of such tenancy for a period of nine (9) months after such sum is due and owing, shall be deemed to have abandoned his vessels and such abandoned vessels may be disposed of/by the Town of Grand Lake in the manner provided by state statutes or local laws concerning abandoned property.

F. RENEWAL OF LEASE: Tenancy shall give Lessee renewal priority over another applicant for storage space up to the published renewal deadline date, as long as Lessee is in good standing with Headwaters Marina.

G. RULES AND REGULATIONS: The attached Rules and Regulations of Headwaters Marina Enterprise are made a part of this Lease Agreement. Failure by Lessee to observe these rules shall give the Lessor the right to terminate this Lease Agreement. The rules and regulations are subject to change without notice.

I certify that I have read and agree to the above terms and conditions and that I have read and agree to abide by the attached Rules and Regulations of Headwaters Marina Enterprise.

HEADWATERS MARINA RULES AND REGULATIONS

1. The Lessee agrees to exercise due care in the use of the premises provided under the Agreement and to exercise due care in the operation of any vessel in the Headwaters Marina area.
2. To be admitted to Headwaters Marina and to continue to be slipped or moored at this marina, a Vessel must be registered, identified, marked, equipped and maintained as required by law, shall at all times be capable of moving from its slip/mooring under its own power, and shall at all times present a clean, well-maintained appearance. The Headwaters Marina shall have the right to inspect the Vessel to determine whether these requirements are being observed.
3. Vessels shall be secured in their slips/mooring in a manner acceptable to the Headwaters Marina. If the Vessel is not so secured, the Headwaters Marina, after notice to the Lessee, will properly secure the Vessel for the Lessee, without liability on the part of the Marina, and will charge the Lessee for labor and materials for this work.
4. Lessees will provide the Headwaters Marina with keys or lock combinations for the main hatches and engine hatches of their vessels. Headwaters Marina will store keys in a secure area accessible only to responsible Headwaters Marina personnel. Headwaters Marina will give the keys (or combination) to no person other than the Lessee or Headwaters Marina personnel, and then only upon prior authorization by the Lessee.
5. In the event of a heavy storm, Headwaters Marina personnel will attempt, if practical and possible, to provide preparation and damage prevention services. Lessee agrees to pay for these services as billed. However, Headwaters Marina does not assume responsibility for said protection or for any damages to Lessee's Vessel.
6. Lessees are welcome to perform minor service work on their own Vessels provided, however, that:
 - a. The work is actually performed by the Lessee, members of his/her family, or friends who are not working for pay.
 - b. The Vessel is located in the Lessee's slip.
 - c. Absolutely no paints, thinners, solvents, oils, or similar materials, or any sawdust, sanding residue, paint scrapings or the like be spilled, dumped or discharged into the waters of Headwaters Marina or Grand Lake. Lessees should note that serious damage to other vessels have been caused by accidental spills. In the event of an accidental spill, the offending parties will be held completely responsible for repair of those damages.
 - d. The work is minor in nature, including but not limited to changing of spark plugs, prop replacement, routine engine maintenance, etc.
 - e. The work **is not major** in nature, including but not limited to engine overhaul, fibreglassing, sanding, varnishing, etc.
7. Advertising or soliciting shall not be conducted at Headwaters Marina. This includes the prohibition of for sale signs on the vessel.
8. Headwaters Marina reserves the right to place other vessels in a Lessee's assigned slip, and to charge therefore, when the slip is not being used by the Lessee.

9. The laws of the State of Colorado, and the Clean Water Act of the U.S. Government specifically prohibits discharge or deposit of any rubbish, waste material or refuse material of any kind or description into the waters of any river, stream, lake, pond or tidal waters. Headwaters Marina supports these regulations and will provide every assistance to the enforcement agencies to assure compliance within Headwaters Marina. Lessees and their family and guests are expected to cooperate by using the Town's public restrooms and placing all garbage refuse in the receptacles provided.
10. Dumping of portable toilets is prohibited.
11. Lessees shall not place supplies, materials, accessories, canoes, kayaks, dinghies, or debris on the docks, walkways, or shoreline, and shall not construct thereon any lockers, chests, cabinets, or similar structures. Water hoses and electric cords shall be removed when not in use, or shall be neatly coiled and stowed. Headwaters Marina reserves the right to confiscate any of the above items if in violation of this rule.
12. Lessees are expected to conduct themselves, and to see that children and guests for whom they are responsible also conduct themselves, so as to create no annoyance, hazard or nuisance to Headwaters Marina or to other Lessees. In addition to the good housekeeping practices listed above, this rule specifically includes the following:
 - a. Swimming, diving, or fishing from Headwaters Marina docks is not permitted.
 - b. No charcoal or open fires will be allowed on Headwaters Marina premises.
 - c. Dogs will be kept on a leash or under voice control at all times. Lessees are expected to clean up after their pets promptly and dispose of the waste properly.
 - d. Children shall not be allowed to run on Headwaters Marina docks.
13. Vessels over 20' in length must be pre-approved by the Marina Director for docking.

LEASE AND RENTAL AGREEMENT

THIS AGREEMENT, dated this 13th day of October 2025, is by and between the Town of Grand Lake (the "Town"), PO BOX 99, Grand Lake, CO and Mountain Paddlers, LLC, d/b/a Mountain Paddlers (the "Lessee"), PO BOX 2153, Grand Lake, CO for a building lease, site lease, access license, and kayak slip rentals:

WITNESSETH:

That in and for consideration of the services to be rendered and the compensation to be received, the Town and Lessee covenant and agree as follows:

1) Lessee will have full use of the 70 square foot building located on the marina property for its sole use from the Friday prior to Memorial Day each year beginning in 2026 through, the Monday following the third weekend of September each year through September 28, 2030, for the purpose of housing its kayak and stand-up paddleboard rental business, although no kayaks or paddleboards will be stored or kept onsite. This building is being rented for \$4,075 for the 2026 four-month summer season, (\$1,018.75 per month), through the 2025 season. The Lease term for the building shall increase in set increments for the term of the lease as follows:

- 2027 Season - \$4175
- 2028 Season - \$4300
- 2029 Season - \$4425
- 2030 Season - \$4600

The Lessee shall be responsible for paying the rent for the full four months even if it elects to occupy the building later than the Friday prior to Memorial Day each year, or to vacate the property sooner than the Monday following the third weekend of September each year through September 28, 2030.

2) Lessee will have full use of two kayak racks consisting of six kayak slips each, identified as Rack A, Slips 1-6, and Rack D, Slips 1-6 for the purpose of storing its kayaks. Lessee agrees to comply with all of the rules and regulations as outlined in the kayak slip rental agreement, attached hereto as Exhibit A. The lessee is required to sign the kayak slip rental agreement. The rental price for each kayak slip is \$150, or \$1800 total.

3) Lessee shall have use of a site to be mutually determined for the placement of a shelter no larger than 12 ft by 16 ft. The design must be approved by the Town Manager whose consent shall not be unreasonably withheld. The Town shall help prepare the site for said shelter and Lessee shall have exclusive use of said shelter.

4) For lease of the building, use of a site for a shelter located near the kayak launch area, a license to operate the business on the Town Beach, and rental of twelve kayak slips, the Lessee shall pay Headwater's Marina Five Thousand One Hundred Dollars (\$5875). The rental of the kayak slips shall be paid up front, and the lease of the structure shall be prorated over a three-month period in equal payments. Failure to make prompt payment as outlined below shall be cause for the Town to preclude Lessee from using the property in any manner until the payment(s) are received in full.

Payments will be made by the Lessee as follows:

- 1st payment due May 15th each year of this lease by the Town: \$1800 through 2030.
- 2nd payment due June 15 each year: \$1,358.00 through 2026.
- 3rd payment due July 15, each year: \$1,358.00 through 2026.
- 4th payment due August 15 each year: \$1,359.00 through 2026.

5) The Lessee will provide a vessel for rescue or for circumstances when kayak u assistance; the Town will provide space at the Marina at a place to be designated to dock the vessel.

6) The Lessee acknowledges and agrees to follow all Town, State and Federal laws and regulations, including obtaining a business license, sign permits as needed, etc.

7) Lessee shall be responsible for the acts, errors, or omissions of itself and its employees, consultants, agents and any other persons employed or retained on behalf of Lessee in connection with this Agreement. Lessee agrees to indemnify, hold harmless and defend the Town and its directors, officers, trustees, employees, agents, and attorneys for the actions, errors and omissions of Lessee and Lessee's employees, consultants, agents and any other persons employed or retained on behalf of Lessee in the performance of this Agreement. The parties recognize that the Town is a governmental entity subject to the provisions of the Colorado Governmental Immunity Act, Section 24-10-101. et seq., C.R.S., and the Town does not waive any of its rights under the Act by entering into this Agreement.

8) At its sole cost, Lessee agrees to purchase and maintain in effect through the terms of this Agreement, insurance that will protect the Town and Lessee from claims which may arise out of, result from or be related to the Lessee's performance of the use of the Town's property as outlined in this Agreement, whether such performance be by Lessee or by someone directly or indirectly retained or employed by Lessee, the Lessees customers, invitees and guests, or by anyone for whose acts, errors, or omissions any of them may be liable. A copy of all policies or signed certificates of insurance shall be on file with the Town at all times, shall be appropriately endorsed to give the Town a minimum of thirty (30) days notice of cancellation or intention of non-renewal or restriction of coverage, shall name the Town of Grand Lake and Headwaters Marina as "Additional Insured", and shall conform with the laws of the State of Colorado. Such insurances required herein shall be written for limits as follows:

- A. Commercial General Liability
 - 1. Bodily Injury and Property Damage
 - \$1,000,000 each occurrence
 - \$2,000,000 aggregate
 - Personal Injury
 - \$1,000,000 each occurrence
 - \$2,000,000 aggregate
- B: Workers' Compensation and Employers' Liability:
 - 2. Workers' Compensation - at statutory levels
 - 3. Employer's Liability
 - \$100,000 each accident
 - \$100,000 disease - each employee
 - \$500,000 disease - policy limit

9) It is specifically agreed that neither Lessee nor any person working on his behalf on the project shall discriminate against any person because of age, race, sex, national origin, ancestry, disability or religion.

10) Lessee shall operate the business in a reasonable manner to provide sufficient, quality service to its customers and shall maintain its premises in a clean, safe manner. If, at the Town Manager's sole discretion it is determined that Lessee is not providing the standard of service required, the Town may terminate the Lease. The Town Manager may not unreasonably make such a determination.

11) This Agreement shall be in force and effect beginning on the date stated above and shall terminate on September 28, 2030. At the end of the contract term, the lease costs terms may be refactored and renewed for another term of five years, subject to appropriation.

12) Upon expiration or termination of this Agreement, the Lessee shall remove all equipment immediately and restore the building to its previous condition.

13) Both parties have consulted with legal counsel to the extent they desire to do so and the contents of the document are the result of their joint drafting efforts.

Town of Grand Lake

Mountain Paddlers, LLC

Christina Bergquist, Mayor

Andrew J. Murphy II, Managing Member

EXHIBIT A

SEASONAL KAYAK SLIP RENTAL AGREEMENT
HEADWATERS MARINA ENTERPRISE
PO BOX 99, GRAND LAKE, CO 80447
(970) 627-5031 * Fax (970) 627-8243

1. PARTIES TO AGREEMENT: The parties to this Slip Rental Agreement are Headwaters Marina (hereinafter "Lessor") and Mountain Paddlers, LLC, d/b/a Mountain Paddlers (hereinafter "Lessee" or "Owner").

2. LESSEE IDENTIFICATION: Lessee's full name and mailing address are:
Name: Mountain Paddlers, LLC E-Mail: kayak@mountainpaddlers.com
Home Address: 10553 US Hwy 34/#11 PO Box: 2153
City: Grand Lake State: CO Zip: 80447-2153
Telephone (Home): Work: Cell: 970-531-6334

3. AGREEMENT: In consideration of the payment of \$900.00 from Lessee to Lessor, receipt of which is hereby acknowledged, Lessor and Lessee agree as follows.

A. PERMISSION TO STORE VESSEL: By the terms of this Agreement, Lessee shall be allowed to store Lessee's vessels in Rack A, Slips 1-6, and Rack D, Slips 1-6, from the Friday prior to Memorial Day each year beginning in 2021 until the Monday following the third weekend in September each year through September 28, 2025. No other vessels can be stored in this space without prior consent of Headwaters Marina.

B. PERMITTED ACTIVITIES: The Lessee is permitted to store Lessee's vessels as described above. The use and consumption of alcohol is strictly prohibited on Town Property except during Special Events that have obtained a liquor license. By renting this slip, the Town grants no privileges that are not specifically enumerated in this agreement to the Lessee or his agents, which include but are not limited to the Lessee's family member(s), employee(s), agent(s), guest(s), permittee(s) or invitee(s), regarding the use of Town property.

C. LESSOR NOT LIABLE FOR FIRE, THEFT, ETC: Lessee is responsible for launching and storing the vessels, and understands and acknowledges that storing Lessee's vessels at the kayak slip is at the Lessee's own risk. Lessor and its Manager assume no responsibility nor liability for the safety of any vessel or its contents stored at the kayak slips, and will not be liable for fire, theft, damage or vandalism to Lessee's vessels, nor any of the equipment, appurtenances, etc., connected or related thereto, however arising; it being the understanding of Lessor and Lessee that the Lessee shall store the vessels at the Lessee's sole risk. Lessor and its Manager DO NOT insure the Lessee, the vessels, nor any of the equipment, appurtenances, etc., connected or related thereto against risks of fire, theft, damage, vandalism or any other loss or casualty to the same.

D. REMOVAL OF VESSEL UPON EXPIRATION OR TERMINATION: Upon expiration or termination of this Agreement for any reason, Lessee agrees to remove the vessels from the assigned slips within ten (10) days of expiration of this Agreement or notice of termination provided in writing and mailed to the Lessee's address listed above.

E. HOLD OVER: Should Lessee fail to remove the vessels upon expiration or termination of this Agreement, Lessee shall be deemed a hold-over tenant, and shall pay rent at a rate of \$25 per day. If not removed within 10 days of expiration or termination, the Lessor shall have the right, but not the obligation, to remove and store the vessels and to charge Lessee for winter storage, winterization of the vessels, and any other charges that the vessels accrue, in addition to the hold-over amounts discussed above. Any hold-over tenant who has failed to pay any sum due in consideration of such tenancy for a period of nine (9) months after such sum is due and owing, shall be deemed to have abandoned his vessels and such abandoned vessels may be disposed of/by the Town of Grand Lake in the manner provided by state statutes or local laws concerning abandoned property.

F. RENEWAL OF LEASE: Tenancy shall give Lessee renewal priority over another applicant for storage space up to the published renewal deadline date, as long as Lessee is in good standing with Headwaters Marina.

G. RULES AND REGULATIONS: The attached Rules and Regulations of Headwaters Marina Enterprise are made a part of this Lease Agreement. Failure by Lessee to observe these rules shall give the Lessor the right to terminate this Lease Agreement. The rules and regulations are subject to change without notice.

I certify that I have read and agree to the above terms and conditions and that I have read and agree to abide by the attached Rules and Regulations of Headwaters Marina Enterprise.

HEADWATERS MARINA RULES AND REGULATIONS

1. The Lessee agrees to exercise due care in the use of the premises provided under the Agreement and to exercise due care in the operation of any vessel in the Headwaters Marina area.
2. To be admitted to Headwaters Marina and to continue to be slipped or moored at this marina, a Vessel must be registered, identified, marked, equipped and maintained as required by law, shall at all times be capable of moving from its slip/mooring under its own power, and shall at all times present a clean, well-maintained appearance. The Headwaters Marina shall have the right to inspect the Vessel to determine whether these requirements are being observed.
3. Vessels shall be secured in their slips/mooring in a manner acceptable to the Headwaters Marina. If the Vessel is not so secured, the Headwaters Marina, after notice to the Lessee, will properly secure the Vessel for the Lessee, without liability on the part of the Marina, and will charge the Lessee for labor and materials for this work.
4. Lessees will provide the Headwaters Marina with keys or lock combinations for the main hatches and engine hatches of their vessels. Headwaters Marina will store keys in a secure area accessible only to responsible Headwaters Marina personnel. Headwaters Marina will give the keys (or combination) to no person other than the Lessee or Headwaters Marina personnel, and then only upon prior authorization by the Lessee.
5. In the event of a heavy storm, Headwaters Marina personnel will attempt, if practical and possible, to provide preparation and damage prevention services. Lessee agrees to pay for these services as billed. However, Headwaters Marina does not assume responsibility for said protection or for any damages to Lessee's Vessel.
6. Lessees are welcome to perform minor service work on their own Vessels provided, however, that:
 - a. The work is actually performed by the Lessee, members of his/her family, or friends who are not working for pay.
 - b. The Vessel is located in the Lessee's slip.
 - c. Absolutely no paints, thinners, solvents, oils, or similar materials, or any sawdust, sanding residue, paint scrapings or the like be spilled, dumped or discharged into the waters of Headwaters Marina or Grand Lake. Lessees should note that serious damage to other vessels have been caused by accidental spills. In the event of an accidental spill, the offending parties will be held completely responsible for repair of those damages.
 - d. The work is minor in nature, including but not limited to changing of spark plugs, prop replacement, routine engine maintenance, etc.
 - e. The work **is not major** in nature, including but not limited to engine overhaul, fibreglassing, sanding, varnishing, etc.
7. Advertising or soliciting shall not be conducted at Headwaters Marina. This includes the prohibition of for sale signs on the vessel.
8. Headwaters Marina reserves the right to place other vessels in a Lessee's assigned slip, and to charge therefore, when the slip is not being used by the Lessee.

9. The laws of the State of Colorado, and the Clean Water Act of the U.S. Government specifically prohibits discharge or deposit of any rubbish, waste material or refuse material of any kind or description into the waters of any river, stream, lake, pond or tidal waters. Headwaters Marina supports these regulations and will provide every assistance to the enforcement agencies to assure compliance within Headwaters Marina. Lessees and their family and guests are expected to cooperate by using the Town's public restrooms and placing all garbage refuse in the receptacles provided.
10. Dumping of portable toilets is prohibited.
11. Lessees shall not place supplies, materials, accessories, canoes, kayaks, dinghies, or debris on the docks, walkways, or shoreline, and shall not construct thereon any lockers, chests, cabinets, or similar structures. Water hoses and electric cords shall be removed when not in use, or shall be neatly coiled and stowed. Headwaters Marina reserves the right to confiscate any of the above items if in violation of this rule.
12. Lessees are expected to conduct themselves, and to see that children and guests for whom they are responsible also conduct themselves, so as to create no annoyance, hazard or nuisance to Headwaters Marina or to other Lessees. In addition to the good housekeeping practices listed above, this rule specifically includes the following:
 - a. Swimming, diving, or fishing from Headwaters Marina docks is not permitted.
 - b. No charcoal or open fires will be allowed on Headwaters Marina premises.
 - c. Dogs will be kept on a leash or under voice control at all times. Lessees are expected to clean up after their pets promptly and dispose of the waste properly.
 - d. Children shall not be allowed to run on Headwaters Marina docks.
13. Vessels over 20' in length must be pre-approved by the Marina Director for docking.



BOARD OF TRUSTEES STAFF MEMORANDUM

DATE: October 13, 2025
TO: Mayor and Board of Trustees
FROM: Emily Weber, Contract Staff - Planning Department
SUBJECT: **QUASI JUDICIAL (PUBLIC HEARING)** – Resolution 36-2025 – Preliminary Development Application for a 3-story mixed-use building located at 900 Grand Avenue. The proposal consists of ground floor commercial and two residential units.

Overview

- **Property Owner and Applicant:** 900 THOUSAND LLC
- **Applicant Representatives:** Kaylee and Will Wallesen
- **Project Location:** 900 Grand Avenue



- **Project Zoning:** Commercial Zone District (C)
- **Attachments:**
 - Letter from Applicant
 - Updated Preliminary Site Plan and Renderings

The applicant is proposing to redevelop the project site with a new multistory mixed-used development that includes a ground floor commercial space and two residential units on the second and third floors. The project lot is approximately 5,000 SF and is located in the community's core downtown area. The commercial space is intended to be a taphouse with an outdoor patio with gas fire pits and overhead heating elements.

Background



The Planning Commission reviewed the Preliminary Development Application and held a public hearing at its August 20, 2025 meeting. The Planning Commission recommended that the Town Board approve the Preliminary Development Application for 900 Grand Avenue, subject to the following conditions.

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

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

At the September 8, 2025 meeting, the Board reviewed the updated materials provided by the applicant. At that time, the Board voted to refer the application back to the Planning Commission for further review, specifically to evaluate its compatibility with the anticipated Central Business District (CBD) Overlay standards. The Board requested that the Planning Commission provide a recommendation that considers the historic context of the downtown area.

The following elements are currently under consideration but have not yet been approved by the Planning Commission or the Board of Trustees:

- Establishing specific design standards and requirements for the core downtown area that emphasize the historic character of Grand Lake, including the western rustic architectural style.
- Encouraging a reduction or elimination of open space requirements for mixed-use developments within the CBD Overlay zone.
- Requiring that the street wall be maintained in some capacity to preserve the traditional urban form within the CBD Overlay zone.

The CBD Overlay has not yet been adopted and therefore the application must be reviewed under the current code requirements.

The Planning Commission reviewed the updated materials at its October 8, 2025 meeting and discussed the application in the context of both the current code and the historic character of the downtown area. The Commission was divided on whether the application complies with Town Code Section 12-7-4(C), which defines the street wall and provides possible exemptions to the street wall as follows:

1. Street Wall is the public space adjacent to the sidewalk and/ or street as a result of buildings being constructed to or near the front and side property lines of a site. The goal of street walls in the Town is to continue the connected network of comfortable and inviting pedestrian paths that form the transition between the street and adjacent buildings.
 - a. Creating a strong edge by defining the sidewalk and street, the proposed development



minimizes small voids in the street wall, and where voids do exist, they are of such a scale as to create a better, more useful pedestrian space or walkway near the front and/or side lot lines of a site.

- i. Although commercial projects should generally be built to the property lines at the sides and along the street frontage, it is possible on Grand Avenue to also soften this edge by the creative uses of intermittent pocket parks, landscaped seating areas, terraces for pedestrian use, open spaces and other safe areas for pedestrian comfort and visual interest, and functional pedestrian walkways which form the transition between the street and adjacent buildings. It is also appropriate to open up the street wall for a portion of the frontage to create areas of public open space, identify entrances, and make better pedestrian connections.

During the meeting on October 8, 2025, a motion was made to recommend approval to the Board of Trustees; however, the vote resulted in a tie. As a result, the motion failed, and no formal recommendation from the Planning Commission was provided.

Staff Analysis

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

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

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

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

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

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

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

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



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

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

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

The updated submittals include the following design elements.

- The proposed structure utilizes cedar lap siding as the primary exterior material, with accent elements in rustable standing seam metal and stone. All materials are presented in natural, muted tones consistent with the code’s requirements.
- A 12-foot step back has been incorporated into the third story on both street-facing façades, in accordance with the code.
- While the proposed building does not fully maintain the street wall along Grand Avenue, it includes an outdoor seating area for pedestrian use at the front of the building. This feature contributes to the open space requirement for mixed-use developments. Town Code Section 12-7-4(C)(1)(a)(1) allows for flexibility in the street wall design, stating:

“Although commercial projects should generally be built to the property lines at the sides and along the street frontage, it is possible on Grand Avenue to also soften this edge by the creative uses of intermittent pocket parks, landscaped seating areas, terraces for pedestrian use, open spaces and other safe areas for pedestrian comfort and visual interest, and functional pedestrian walkways which form the transition between the street and adjacent buildings. It is also appropriate to open up the street wall for a portion of the frontage to create areas of public open space, identify entrances, and make better pedestrian connections.”
- The building design incorporates additive and subtractive architectural elements to reduce visual bulk. Features such as additional gable forms and varied materials contribute to visual interest and break up the massing.
- A covered boardwalk is proposed along the Ellsworth Street façade to enhance the pedestrian experience and reinforce the downtown character.

Planning Commission Recommendation

The Planning Commission held a public hearing on the Preliminary Development Application during its regularly scheduled meeting on October 8, 2025. Following presentations by staff, the applicant, public comments, and Planning Commission discussions, a motion was made to approve the Preliminary Development Application. The vote resulted in a tie (3–3), and as a result, the motion failed. No formal recommendation was forwarded to the Board of Trustees.

Board of Trustees Consideration

Board members are encouraged to evaluate the Preliminary Development Application, taking into account staff analysis, the applicant's presentation, public comments during the public hearing, the recommendations of the Planning Commission, and the findings of fact from the code in making their determination



Sample Motions

Approval with or without conditions

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

... with the following conditions:

-

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

I move to approve Resolution 36-2025, a resolution denying a Preliminary Development Application for a 3-story mixed-use building located at 900 Grand Avenue, based on the following findings of fact:

-

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

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

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

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

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

WHEREAS, Section 12-9-2 of the Code requires that a Preliminary Development Plan be reviewed by the Planning Commission, which may recommend approval, approval with conditions, or denial to the Board of Trustee; and

WHEREAS, on August 20, 2025, following proper notice, the Planning Commission held a public meeting to review the Application; and

WHEREAS, at that meeting, the Planning Commission recommended approval of the Application with conditions; and

WHEREAS, the Board of Trustees reviewed the Application, the presentation by the Owner, the Planning Commission’s recommendation, and public testimony during its regularly scheduled meetings on August 25, 2025, and September 8, 2025; and

WHEREAS, on September 8, 2025, the Board of Trustees voted to refer the Application back to the Planning Commission for further review; and

WHEREAS, on October 8, 2025, the Planning Commission reviewed the Application but failed to provide a recommendation due to a tie vote; and

WHEREAS, the Board of Trustees again reviewed the Application, the presentation by the Owner, the Planning Commission’s deliberations, and public testimony at its regularly scheduled meeting on October 13, 2025; and

WHEREAS, based on these considerations, the Board of Trustees finds that the Application is consistent with the intent and requirements of the Grand Lake Municipal Code.

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

1. The Board of Trustees approves the Application. Unless specified otherwise, the Owner shall satisfy any outstanding items that may include:
 - a. Payment by the Owner of all legal, engineering, and administrative fees incurred by the Town in connection with the review, processing, consideration, and action on the Application.
 - b. Compliance by the Owner with all representations made to the Planning Commission and Board of Trustees during all public hearings or meetings related to the Application.
 - c. The Owner complies with all other federal, state, and local regulations, including but not limited to, obtaining building permits, business regulations, and right of way permits; and,
 - d. In granting this Request the Board is not obligated to grant similar requests in the future nor does granting this Request set a precedent for any future requests.
 - e. This authorization shall run with the transfer of the Property from the Owner to their successors, heirs, or grantees.
 - f. ANY ADDITIONAL CONDITIONS, IF APPLICABLE.

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

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

DULY MOVED, SECONDED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO THIS 13TH DAY OF OCTOBER 2025.

(S E A L)

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell
Town Clerk

Christina Bergquist,
Mayor

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

September 30, 2025

Town of Grand Lake Planning Commission
1026 Park Avenue
Grand Lake, CO 80447

RE: Planning Commission Review — 900 Grand Avenue

Dear Commissioners:

On behalf of our four-member ownership team at 900 Thousand, LLC, we want to thank you for your continued collaboration on our proposed mixed-use building at 900 Grand Avenue. We are grateful for the Planning Commission’s thoughtful feedback on our designs, and we look forward to continuing the process in a way that ensures this project can both preserve and enhance the unique character of Grand Lake. Our goal for this meeting is to outline the design standards that will guide our project.

Background

As you know, we are proceeding with this project as a Minor Development under the code. We have fortunately already received substantial feedback on our project from Town staff, the Planning Commission, and the Board of Trustees as part of that process. Since submitting our Plan Set to the Grand County Building Department on July 6, we have met with Town staff and their partners at Ayres Associates; presented to the Planning Commission on August 20; presented to the Board of Trustees on August 25; revised our plans in collaboration with Ayres team; and presented again to the Board of Trustees on September 8. The September 8 meeting concluded with the Board of Trustees voting to send the project back to the Planning Commission for further review and discussion on October 8. The Board of Trustees specifically asked us to consider our project in light of the historical design overlay the Town has been discussing.

Next Steps

We recognize and appreciate that the Board of Trustees wants to see projects take into account the historical design overlay, even though it is still in early planning stages. We also think it is important to note that the code explains what rules apply to applications like ours. Section 12-9-4(E)5.(b)3 states that 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.” We believe this means the Town is required to hold applications to the terms of the

current code, not future proposals that may or may not become part of the code. Nevertheless, as the Board of Trustees suggested, we want to work together with the Town to find a path forward that works for the Town and for our project.

Our sincere hope is that this meeting allows us, in partnership with the Planning Commission, to come up with a set of mutually agreeable standards to guide our project. We want nothing more than to be a good partner to the Town, and we will be able to do this most effectively with a clear set of expectations for navigating the coming rounds of reviews and approvals.

Specifically, we are hopeful that this meeting can achieve the following shared goals of 900 Thousand and the Planning Commission:

- Setting the historic design guidelines that will apply to our project
- Determining how the Town will evaluate whether we have furthered those guidelines
- Identifying any specific elements of our designs the Planning Commission would like to see modified to promote the guidelines

Our goal in developing the space at 900 Grand Avenue is to contribute to the Grand Lake community in a meaningful, positive way by introducing both new business and new housing opportunities while honoring the western heritage of the Town. We envision this space as one shared by locals and visitors, one which offers four-season amenities and adds to the growing vibrancy of this singular place.

We thank you once again for your collaboration and partnership, and we look forward to continuing our work together during this meeting and throughout the remainder of the development process. Please feel free to contact us with any questions you may have.

Sincerely,

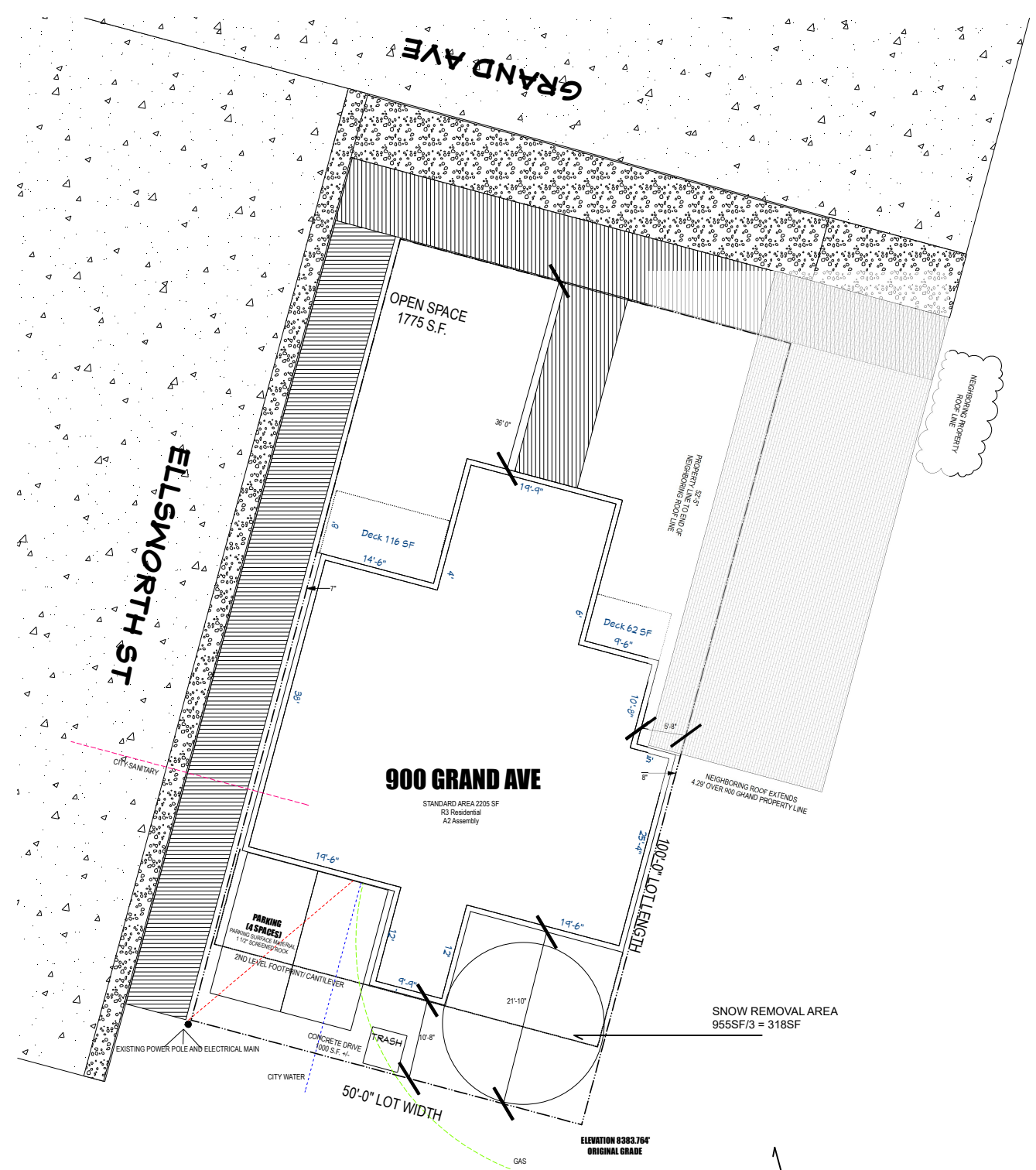
Will & Kaylee Wallesen
Managing Partners
900 Thousand LLC

willwallesen@gmail.com | (972) 984-0446
kayleewallesen@gmail.com | (402) 680-1890

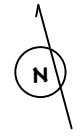
PARKING:
CREDIT CALCULATION PER 12-2-28(B)3
 ELLSWORTH (100') FRONTAGE + GRAND (50' FRONTAGE)
 X 0.085 = 12.75 PARKING SPACES

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

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



PLOT PLAN VIEW
 1 IN = 8 FT



REVISION TABLE	NUMBER	DATE	REVISOR	DESCRIPTION

SITE PLAN

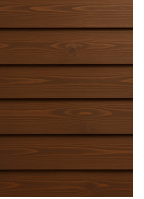
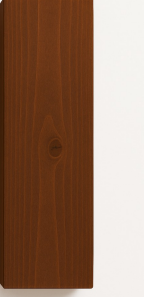




FIRESIDE CORNER
 900 GRAND AVE
 GRAND LAKE, CO

DRAWINGS PROVIDED BY:
BUILT HOUSE
 CUSTOM BUILDERS

DATE:
 8/29/2025

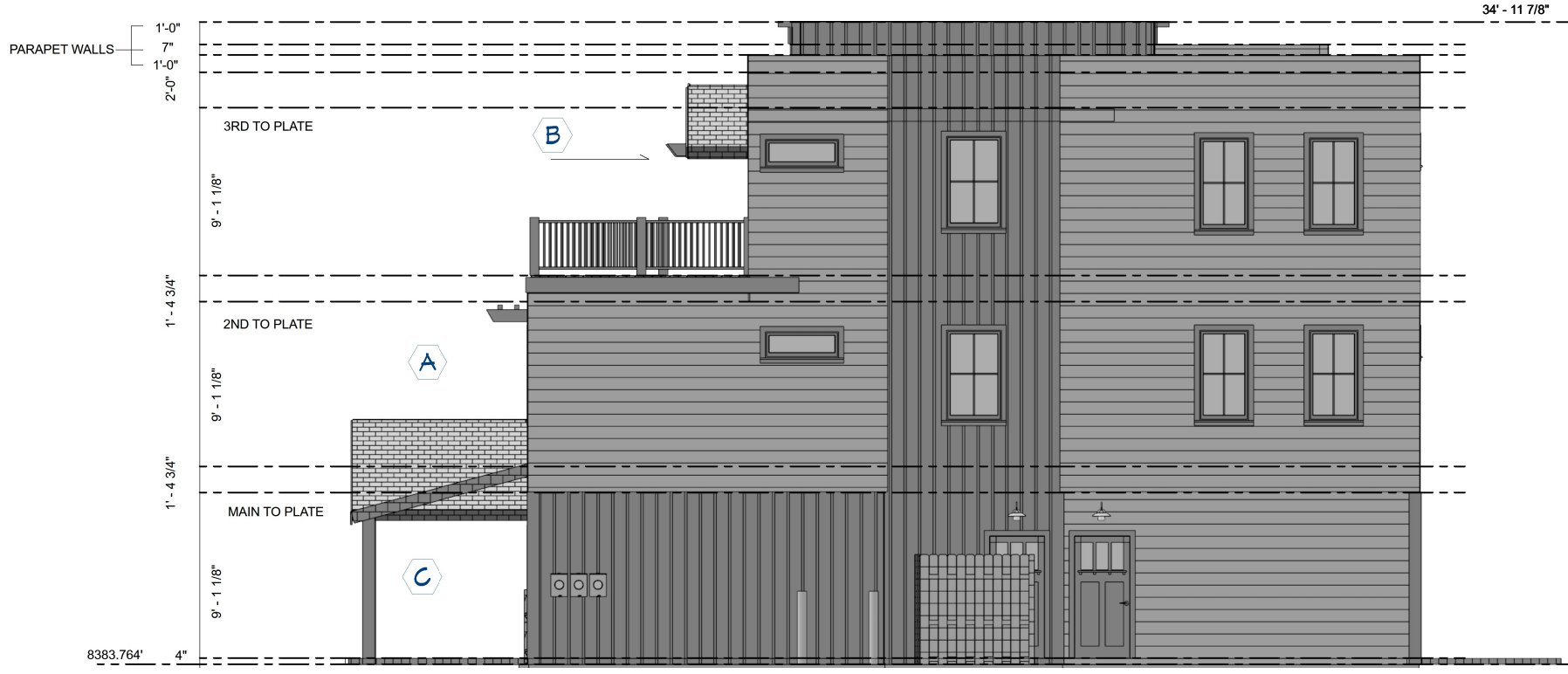
SCALE:

SHEET:
 A0.1

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



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



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

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

REVISION TABLE			
NUMBER DATE REVISION BY DESCRIPTION			

ELEVATIONS

FIRESIDE CORNER
 600 GRAND AVE
 GRAND LAKE, CO



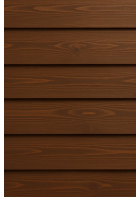





DATE:

8/29/2025

SCALE:

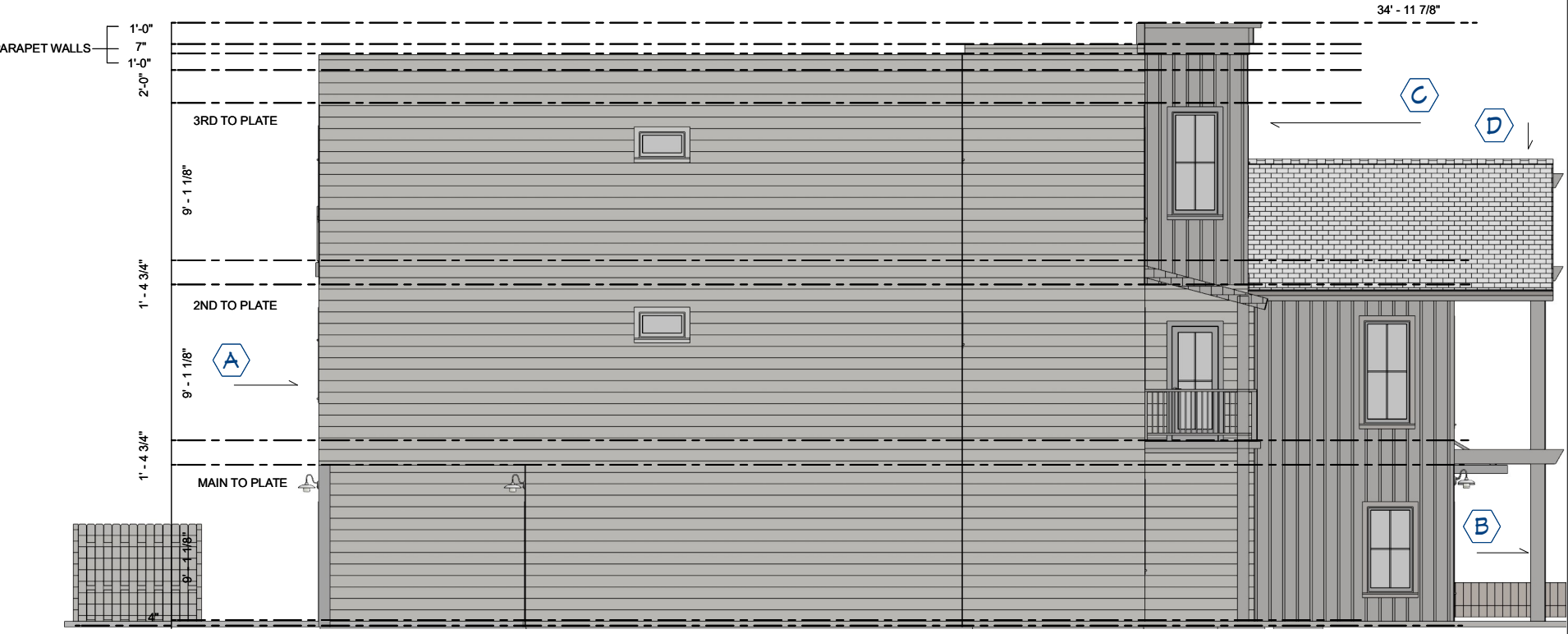
SHEET:

A3.0

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



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



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

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

REVISION TABLE
NUMBER DATE DESCRIPTION

ELEVATIONS

FIRESIDE CORNER
 800 GRAND AVE
 GRAND LAKE, CO

DRAWINGS PROVIDED BY:
BUILT HOUSE
 CUSTOM BUILDERS

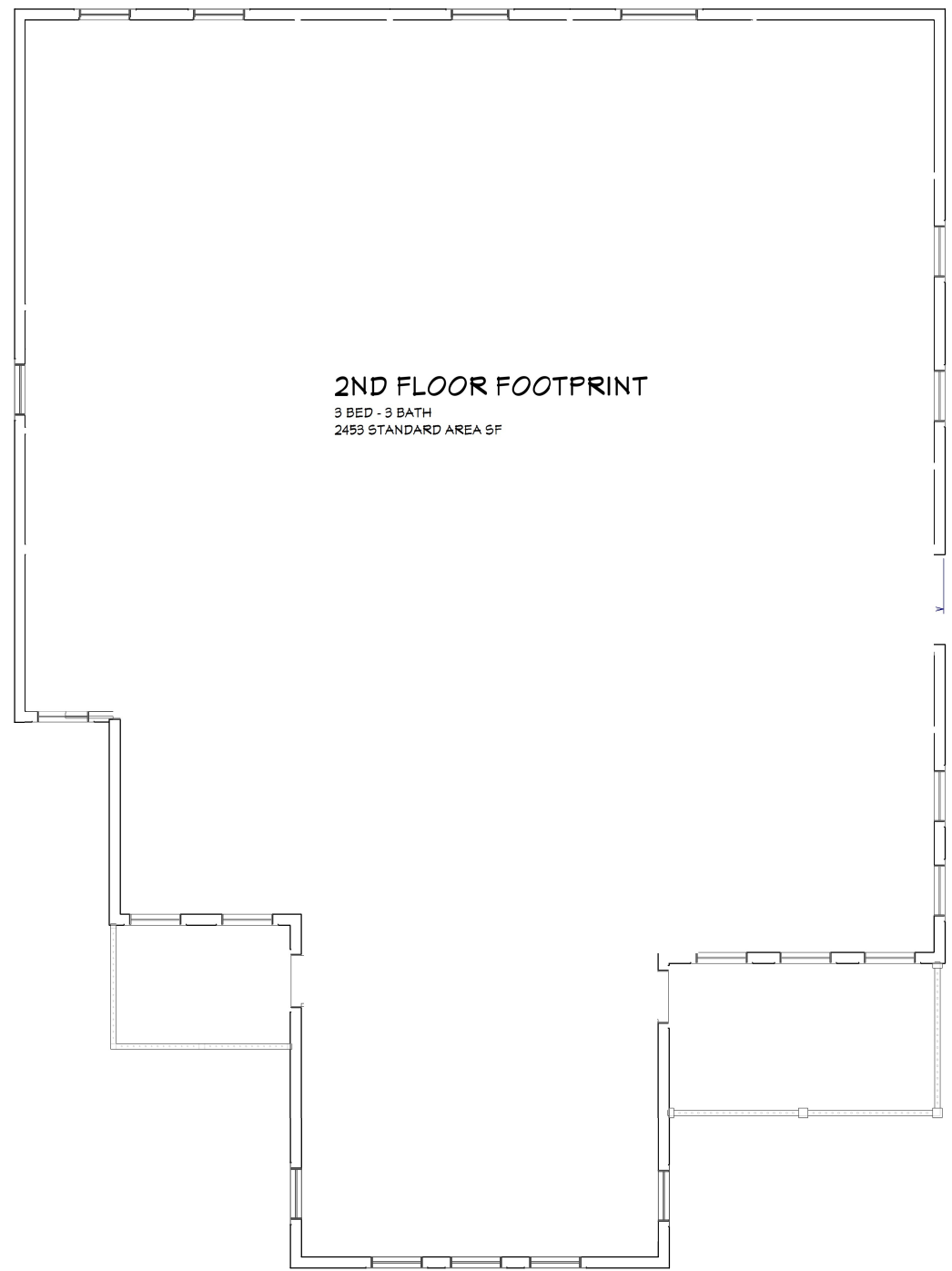
DATE:

8/29/2025

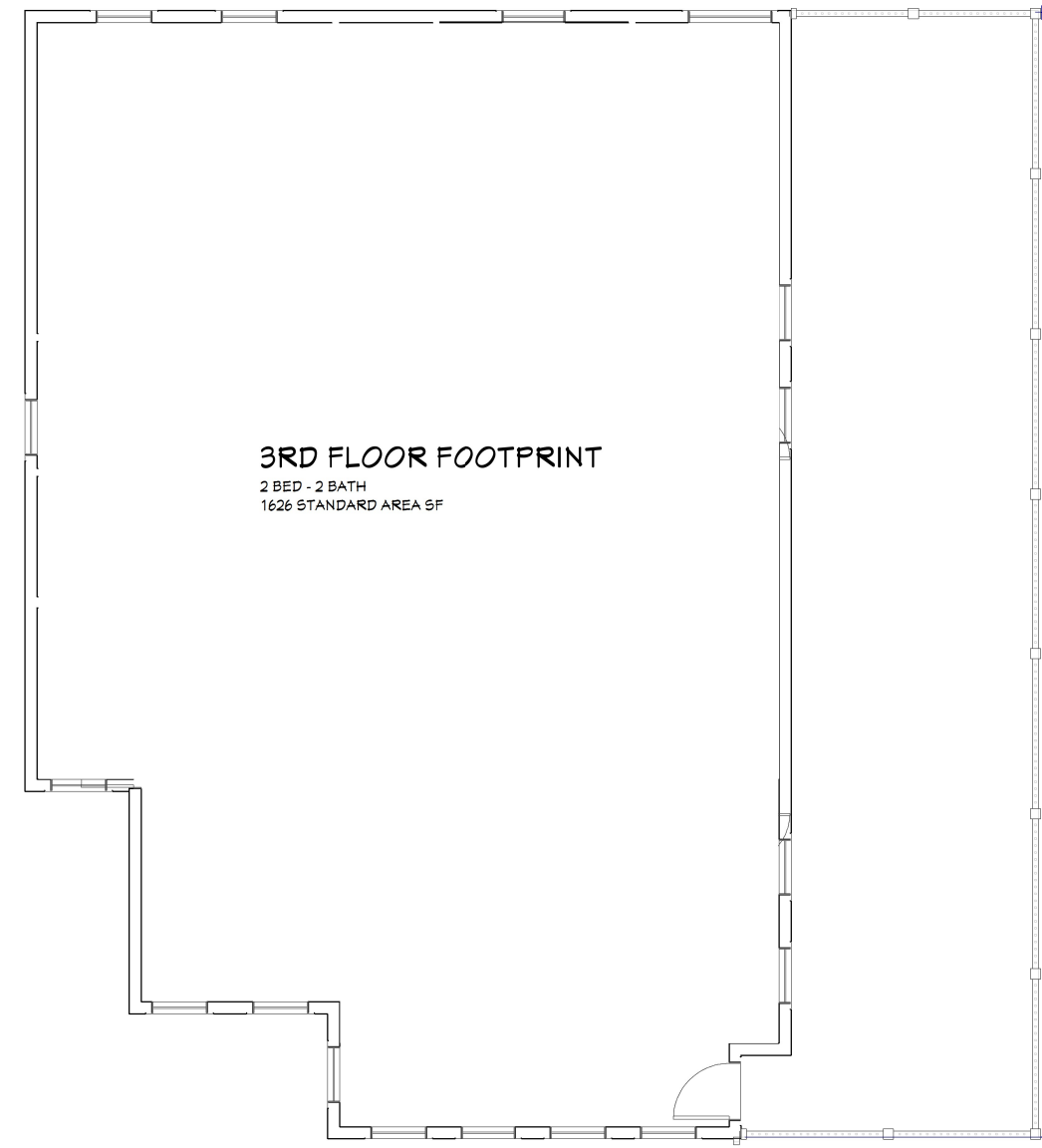
SCALE:

SHEET:

A3.1



2ND FLOOR FOOTPRINT
 3 BED - 3 BATH
 2453 STANDARD AREA SF



3RD FLOOR FOOTPRINT
 2 BED - 2 BATH
 1626 STANDARD AREA SF

TOTAL SQUARE FEET RESIDENTIAL = 4079

REVISION TABLE	
NUMBER	DESCRIPTION

2ND & 3RD FLOOR
 FOOT PRINT/SF

FIRESIDE CORNER
 900 GRAND AVE
 GRAND LAKE, CO



DATE:
 8/29/2025

SCALE:

SHEET:



REVISION TABLE			
NUMBER	DATE	REVISION BY	DESCRIPTION

DRAWINGS PROVIDED BY:

DATE:

8/29/2025

SCALE:

SHEET:



REVISION TABLE	
NUMBER	DATE

DRAWINGS PROVIDED BY:

DATE:

8/29/2025

SCALE:

SHEET:



REVISION TABLE	NUMBER	DATE	REVISOR	DESCRIPTION

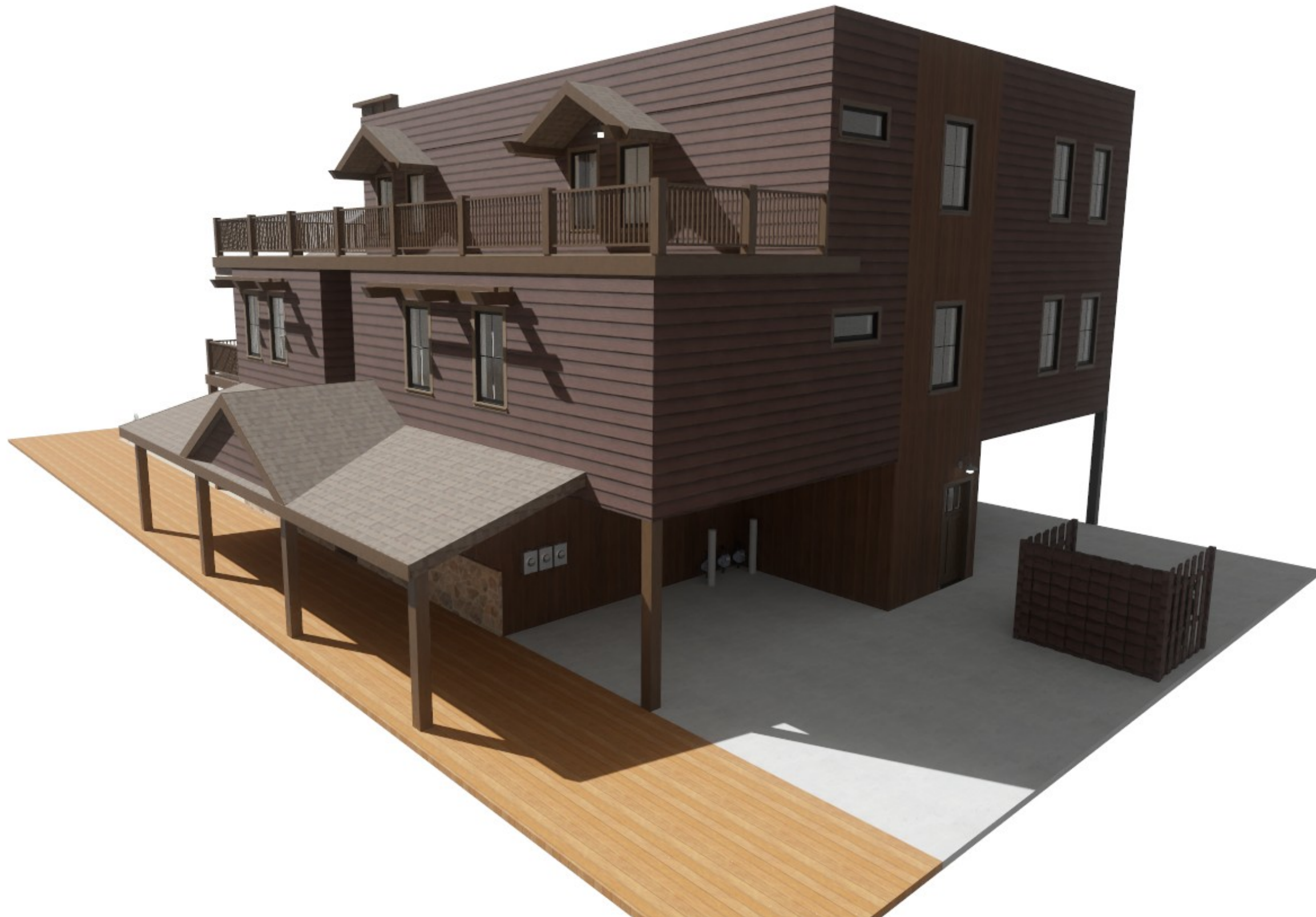
DRAWINGS PROVIDED BY:

DATE:

8/29/2025

SCALE:

SHEET:



REVISION TABLE	NUMBER	DATE	REVISION BY	DESCRIPTION

DRAWINGS PROVIDED BY:

DATE:

8/29/2025

SCALE:

SHEET:

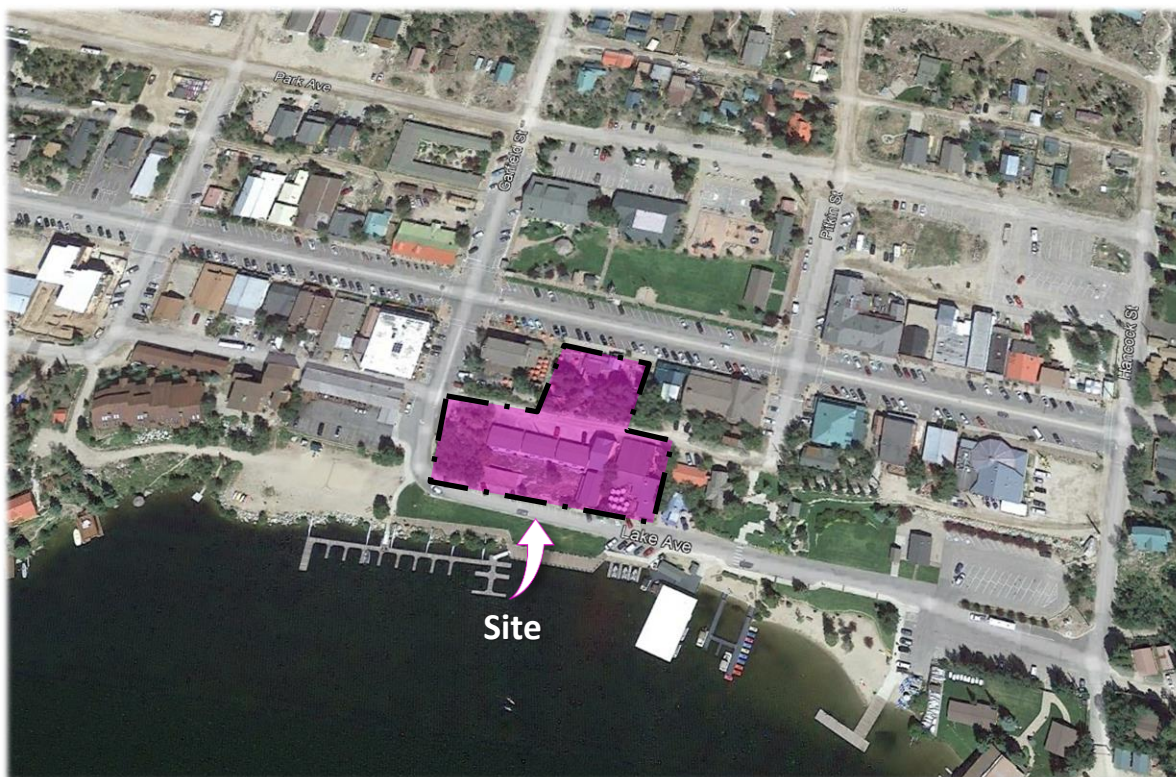


BOARD OF TRUSTEES STAFF MEMORANDUM

DATE: October 13, 2025
TO: Mayor and Board of Trustees
FROM: Josh Olhava, AICP, Contract Staff - Planning Department
SUBJECT: **QUASI JUDICIAL (PUBLIC HEARING)** – Resolution 46-2025 – Preliminary Plat and Preliminary Development Application for a new mixed-use commercial and residential development located at 1016 Grand Avenue and 1001, 1005, and 1007 Lake Avenue (commonly referred to as the Leatherwood Development).

Overview

- **Property Owner and Applicant:** Spirit Lake Condos, LLC
- **Applicant’s Representative:** Jim Kreutzer
- **Consultant:** Gabe Bellow, MA Studios
- **Location:** 1016 Grand Avenue and 1001, 1005, and 1007 Lake Avenue
- **Zoning:** Commercial Zone District (C)
- **Attachments:**
 - Application
 - Preliminary Development Plan and Plat

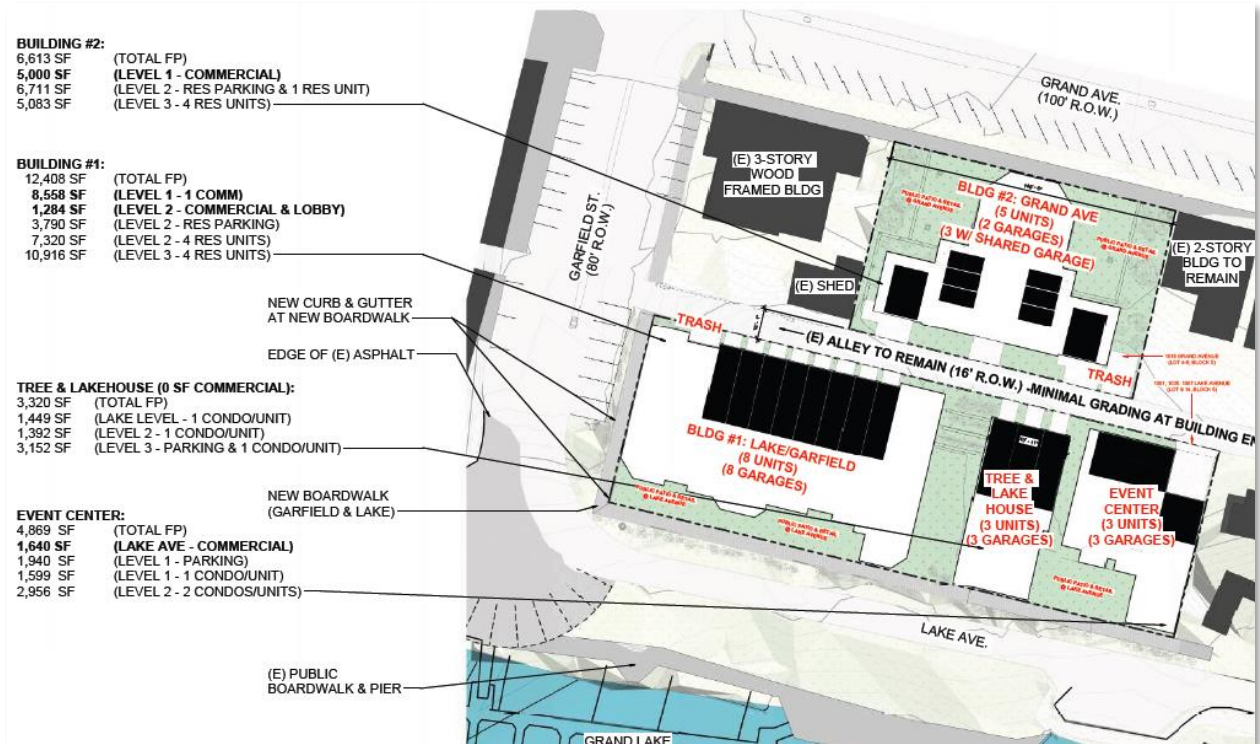


The applicant is proposing to develop a new multistory mixed-use development comprised of three new



buildings and the renovation of two existing buildings along Lake Avenue. The proposal includes 16,482 square feet of new ground floor commercial space and 19 residential units, with a mix of 1, 2, and 3-bedroom units. Parking is provided on-site for the residential units and utilize the on-street parking credit allowance in code for the commercial areas. Open space is also provided on-site following current code requirements.

Excerpt from the Preliminary Development Plan (attached)



Excerpt of Grand Avenue Rendering from the Preliminary Development Plan (attached)



Excerpt of Lake Avenue Rendering from the Preliminary Development Plan (attached)



Background

The Planning Commission and Town Board of Trustees have held different meetings with the applicant over the past year and a half regarding the project. The applicant has continued to revise the plans to meet the current code requirements and the requests of the Planning Commission and Board of Trustees.

The formal meetings documented by staff include the following.

- Summer 2024 – Town Board and Planning Commission concept plan review
- December 4, 2024 – Planning Commission sketch plan review
- January 8, 2025, and February 2, 2025 – Planning Commission recommendation on early variance requests for the site.
- February 10, 2025 – Board of Trustees action on early variance requests for the site.
- August 20, 2025 – Planning Commission recommendation on a variance request for first floor residential for the site.
- August 25, 2025 – Board of Trustees action on a variance request for first floor residential for the site.
- October 08, 2025 – Planning Commission recommendation on the preliminary plat and preliminary development plan.

The applicant submitted the initial preliminary application materials on June 30, 2025, along with a variance request that was presented to the Commission and Trustees for consideration in August 2025 (as noted above). During that time, the preliminary plans were sent to referral agencies to review. Staff and the applicant received a few comments regarding utility easements and coordination with utility providers that will be addressed prior to the final development plans being presented to the Planning Commission and Board of Trustees, pending action on this preliminary plan review.

Pages 18-20 of the attached Preliminary Development Plan show prior iterations of the architecture that were presented to the Commission and Trustees. These show the evolution of changes that were requested and required based on denial of certain variance requests.

Staff Analysis

Public notices were completed following Municipal Code requirements for Preliminary Plan applications. Notices included both the Planning Commission and Board of Trustees meeting details.

The applicant revised their plans to meet existing code requirements, and the requests of the



Commission and Trustees. Staff were able to review these updates at a high level and will continue to review further as the applicant works towards the final development plan submittal. The following key observations capture critical code requirements and prior discussions by the Commission and Trustees.

- Preliminary Plat: Staff will continue to collaborate with the applicant to refine the preliminary plat application to combine necessary lots for buildings that overlap existing lot lines.
- Building Height: Based on the drawing provided, it appears the maximum allowed height of 40 feet (35 feet, plus five feet due to site topography for each building) has been met by the applicant.
 - Sec. 12-2-6 – Definitions for Height, Building
 - Sec. 12-2-18(C) – Commercial District Zoning Standards
- Parking: The plans accurately calculate on-site parking for residential units with the applicant providing more than required by code. Additionally, the applicant has accurately calculated the on-street parking credit for the site.
 - Sec. 12-2-28(B) – Parking Requirements
 - Sec. 12-2-28(B)3. – On-Street Parking Credits
 - Please note parking is one of the elements staff is evaluating and working at the direction of the Trustees to review and clarify as part of our efforts to develop a Downtown Zoning Overlay to preserve the downtown character of the community. We don't anticipate the changes to impact the final development plans for this project.
- Open Space: The applicant revised their plans to show adequate on-site open space under current code requirements.
 - Sec. 12-2-26 – Mixed Use Developments
 - Please note that as part of staff's work on the Downtown Zoning Overlay, the on-site open space requirements are anticipated to be drastically reduced or removed to preserve the downtown character of the community. The applicant may choose to modify their plans before final review and action by the Trustees for the final development plan if the updated ordinance is adopted by the Trustees. This work is anticipated for Commission review and Trustee action within the next two months.
- Architecture: Plans have been revised by the applicant following the Sketch Plan review and earlier discussions with the Trustees. The included architectural details and materials align with current code requirements based on staff's high-level review of the revised plan set provided at the end of September 2025. A couple of core elements staff will continue to collaborate with the applicant on including the following.
 - The distribution of windows and wainscoting along the bottom of the windows on the ground floor to preserve the existing architectural characteristics of the community.
 - Roof pitches and forms to maintain the height but also add variation, particularly along Grand Avenue.
 - Separation of materials to distinguish building entrances and unit variations.

Staff reviewed the preliminary plans and reports and find no deficiencies at this time. The applicant noted they will continue to work with utility providers and final approval from such providers will be required prior to a final development plan being presented to the Commission and Trustees. Final plans and reports will be reviewed in greater detail with the final development plan submission.

Staff Recommendation

Based on the plans as presented, and discussions and feedback received from the Commission and



Trustees during prior meetings, staff recommends approval of the preliminary plat and development plan.

Planning Commission Recommendation

The Planning Commission held a public hearing on the preliminary plat and preliminary development plan request during their regularly scheduled meeting on October 08, 2025. Following presentations by staff and the application, public comment, and discussion by the Commission, the Commission forwarded a recommendation for approval of the preliminary plat and preliminary development plan by a 6-0 vote.

Sample Motions

Approval with or without conditions

I move to approve Resolution 46-2025, a resolution approving a preliminary plat and preliminary development plan for a new mixed-use commercial and residential development located at 1016 Grand Avenue and 1001, 1005, and 1007 Lake Avenue (commonly referred to as the Leatherwood Development)

OR... with the following conditions:

-
-

Denial

I move to approve Resolution 46-2025, a resolution denying a preliminary plat and preliminary development plan for a new mixed-use commercial and residential development located at 1016 Grand Avenue and 1001, 1005, and 1007 Lake Avenue (commonly referred to as the Leatherwood Development), based on the following findings of fact:

-
-

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 46 – 2025**

**A RESOLUTION APPROVING A PRELIMINARY PLAT AND PRELIMINARY
DEVELOPMENT PLAN LOCATED AT 1016 GRAND AVENUE AND 1001, 1005, AND 1007
LAKE AVENUE**

WHEREAS, Spirit Lake Condos LLC. (the “Owner”) is the owner of certain real property located within the Town of Grand Lake, described as 1016 Grand Avenue and 1001, 1005, and 1007 Lake Avenue

WHEREAS, the Owner is requesting consideration of a preliminary plat and preliminary development plan application (the “Application”) to develop a new multi-phased, mixed-use development; and

WHEREAS, on October 08, 2025, the Planning Commission reviewed the Owners’ request at a Public Hearing; and,

WHEREAS, based on the Application, the representations of the Owner to the Planning Commission, and public comments, the Planning Commission recommended approval to the Board of Trustees of the preliminary plat and preliminary development plan by a 6-0 vote; and

WHEREAS, the Board of Trustees reviewed the Application, the presentation by the Owner, the recommendation of the Planning Commission, and the public testimony presented at the regularly scheduled meeting on October 13, 2025; and

WHEREAS, based on those considerations, the Board of Trustees approves the Owner’s Application for a preliminary plat and preliminary development plan, as presented.

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

1. The Board of Trustees approves the Application. Unless specified otherwise, the Owner shall satisfy any outstanding items that may include:
 - a. Payment by the Owner of all legal, engineering, and administrative fees incurred by the Town in connection with the review, processing, consideration, and action on the Application.
 - b. Compliance by the Owner with all representations made to the Planning Commission and Board of Trustees during all public hearings or meetings related

to the Application.

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

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

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

DULY MOVED, SECONDED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO THIS 13TH DAY OF OCTOBER 2025.

(S E A L)

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell
Town Clerk

Christina Bergquist,
Mayor

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



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: planner@toglco.com • Website: townofgrandlake.com

LAND USE REVIEW APPLICATION FORM

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

PROPERTY

Property Address (or general location if not addressed): 1016 Grand Ave, 1001 - 1007 Lake Ave, (825 Lake Ave, Lot 12, Blk 12)

Legal Description: Lot 4-6, 9-14 Block 5 Subdivision Grand Lake

Lot Area (in square feet or acres): 1.029 acres Existing Use of Property: mixed/motel, restaurant and residential

TYPE OF REVIEW (check one)

- Rezoning
- Subdivision
- Minor Subdivision
- Annexation
- Planned Development
- Conditional Use
- Vacation – Public right-of-way
- Amendments to approved Subdivision or PD
- Other: mixed use subdivision

PROPOSAL

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

Subdivision to include 20 residential condos and approximately 16,200 sq ft of commercial space that will be divided into commercial condominium spaces prior to final plat. There shall be the required open space per Town of Grand Lake code.

Please see attached drawings & narrative description.

Applicant Information

Name of Development: Leatherwood

Name of Applicant: Spirit Lake Condos, LLC Email: _____

Address: PO Box 11 Phone: _____

City: Grand Lake State: Co Zip: 80447 Fax: _____

Contact Information (if not the applicant)

Name of Contact: Gabe Bellowe, Architect Email: gabe@maarchitectural.com

Address: 315 East Agate Avenue Phone: 970-887-9366 ext. 209

City: Granby State: Co Zip: 80446 Fax: N/A

STAFF USE ONLY

File Name: _____

Application Received By: _____ Date: _____ Time: _____

Fee Paid: _____ Amount: _____ Reimbursement Form Signed: Yes-Date: _____ No



**TOWN OF GRAND LAKE
AGREEMENT FOR PAYMENT OF
REVIEW AND DEVELOPMENT EXPENSES INCURRED BY THE
TOWN
SUBDIVISION, ANNEXATION AND ZONING PROCESS**

THIS AGREEMENT (“the Agreement” is entered into this 14th day of August, 2024, by and between the Town of Grand Lake, Colorado, a Colorado municipal corporation, (“the Town”) and Spirit Lake Condos, LLC, a LLC (homeowner, type of corporation, LLC, etc. if applicable), (collectively, “the Owner”).

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

WHEREAS, the Owner desires to develop the Property and has made application to the Town for approval of subdivision, annexation and/or zoning of the Property, and

WHEREAS, the Parties recognize that the land use fees as specified by the Municipal Code of the Town 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, including, but not limited to managerial, clerical, billing, and review time, 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, engineering 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 hereby agreed as follows:

1. The Town has collected or will collect certain subdivision, annexation and land use fees from the Owner and the Town will apply those fees against the development review expenses incurred by the Town while processing the Owner’s development review proposal. In the event the Town incurs development review 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 be cause for the Town to cease processing the application, cease development of the Property, deny approval of the application, withhold the issuance of building permits or certificates of occupancy 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 bylaw 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 attorneys' 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, engineering fees, attorney fees, consultant fees, fees for administrative time of Town staff, security, permits and easements. Within 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 the 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.

PRINTED OWNER'S NAME: Spirit Lake Condos, LLC

OWNER OF PROPERTY: Patricia Kneenick, manager
Signature

TOWN OF GRAND LAKE

SEAL

By: _____
Kim White, Community Development Director

Attest:

Alayna Carrell, Town Clerk

Leatherwood Grand Lake

Block 5, Grand Lake, CO 80447

Spirit Lake Condos, LLC

Preliminary Development Application & Preliminary Plat Plans

09/24/2025





LEATHERWOOD GRAND LAKE

Spirit Lake Condos, LLC

BLOCK 5, GRAND LAKE, CO 80447
PROJECT #2402



LEATHERWOOD GRAND LAKE

Spirit Lake Condos, LLC

BLOCK 5, GRAND LAKE, CO 80447
PROJECT #2402



PO Box 21
 Granby, CO 80446
 970-887-9366



Preliminary
 Development
 Plans

09/24/2025

September 24, 2025
 Spirit Lake Condos, LLC
 PO Box 11
 Grand Lake, CO 80447-0011

Preliminary Development Application Leatherwood Grand Lake

RE: *Preliminary Development Application - Narrative*
 Parcel Numbers: 119305223003, 119305223005, 119305223006, 119305223009
 Site Address: Varies (Existing Addresses to be modified during re-plat/subdivision): 1016 Grand Avenue, 1001 & 1005 & 1007 Lake Avenue
 Legal Summary: **Lots 4-6 & 9-14, Block 5 (Grand Avenue & Lake Avenue Parcels). Town of Grand Lake, Grand County, CO. Sec.5 T3N R75W 6TH PM.**

Project/Property Owner:
Spirit Lake Condos, LLC
 (720) 546-7390
 glservicesllc@yahoo.com

Architect/Planner:
MA Studios, LLC (Scott Munn, AIA & Gabe Bellowe, AIA)
 (970) 887-9366
 gabe@maarchitectural.com
 scott@maarchitectural.com

Consultant Engineers:
CORE Engineering – Civil Engineering and Design (Justin Simpson & Chase Justice)
 (303) 703-4444
 jsimpson@liveyourcore.com
Ascent Engineering – Structural Engineering and Design (Jared Veenstra & John Cevaal)
 (970) 363-6100
 j.veenstra@ascentgrp.com
Azimuth Surveying – Survey & Topographical Analyses (Warren Ward, PLS)
 (970) 531-1120
 wward8100@gmail.com

Dear Residents, Stakeholders, and Community Members,

Spirit Lake Condos (LLC) & MA Studios (AIA) are pleased to submit this Preliminary Development Application for the mixed-use development on Grand & Lake Avenues entitled "Leatherwood". Per the Town of Grand Lake Municipal Code of Ordinances (March 28th, 2024) Chapter 12 (Land Use Regulations), Article 9 (Land Development Regulations), the following narrative is intended to be paired with the attached drawings illustrating the design intent for the sites described in the above legal description. The following narrative is organized based on the submittal requirements outlined in Section 12-9-2-D.

- 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. **See title work, attached.**
- 2) Summary Statement of Proposal including the following:
 - (i) Total acres and square feet to be developed: **1.029 Acres (44,877 SF) @ combined property line.**
 - (ii) Total number of proposed dwelling units. **19 Residential Units (1,2 & 3-bed units, see plans)**
 - (iii) Total number of square feet of non-residential floor space. **Of our total 62,790 proposed square feet (Gross SF), we have 16,482 sf of commercial tenant space.**
 - (iv) Total number of off-street parking spaces, including those associated with single family residential use. **Of the total 86 parking spaces provided in our calculations, 38 parking spaces are provided off-street for residential use. Commercial parking is provided via our on-street parking credits, calculated using the prescribed .085sp/ft on all lot frontages available across our project scope. (Per GL code sec 12-2-28(b).3.B)**
 - (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. **The estimated construction costs of any items related to street facilities, water distribution and such other facilities to complete the development shall be paid for with company funds and/or construction loans.**
- 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, time or concentration and flow capacity with all assumptions clearly stated and with proper justification when needed or requested. **See civil engineer statement, attached.**
- 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. – **The affordable housing requirements (LERP) shall be met by developer/owner's provision of associated fee/cash payment per town requirements.**
- 5) Conversion Report, if applicable. – **Not Applicable.**
- 6) Solar Orientation statement as outlined in Section 12-9-10(F)5(b) Solar Orientation. – **Solar orientation of all buildings within the development has been maximized to provide ample solar exposure for all possible residential units. North facing slopes have been minimized and southern-facing balconies and windows are an utmost priority for the project as a whole. The natural topography of the property lends itself to southern exposures and maximum solar incidence – landscape design will account for the intensity of the solar exposure through the use of native and low-maintenance, xeric plantings and natural materials. Snow and ice melting conditions will be mitigated through the architectural forms of the development itself, as well as additional snow-fencing and protection methods to ensure that public access routes and general pedestrian circulation are accounted for in drainage and snowmelt design.**
- 7) Open Space and Land Dedication statement, if applicable. – **Open Space and Land Dedication statement pertaining to the project shall be noted on the final plat per the direction of the Planning Department.**

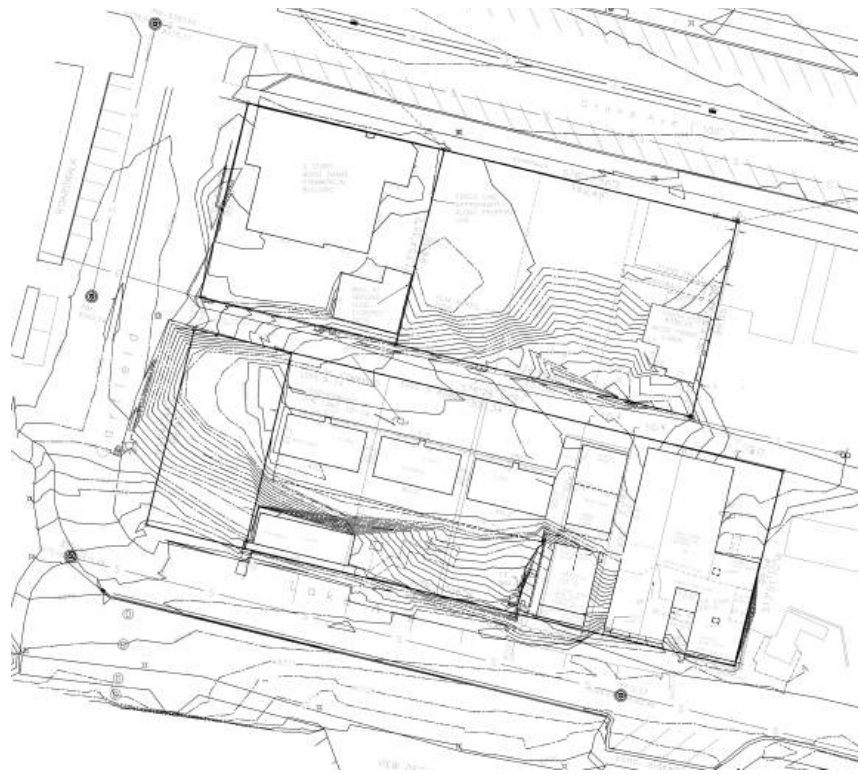
LEATHERWOOD GRAND LAKE

Spirit Lake Condos, LLC

BLOCK 5, GRAND LAKE, CO 80447
 PROJECT #2402

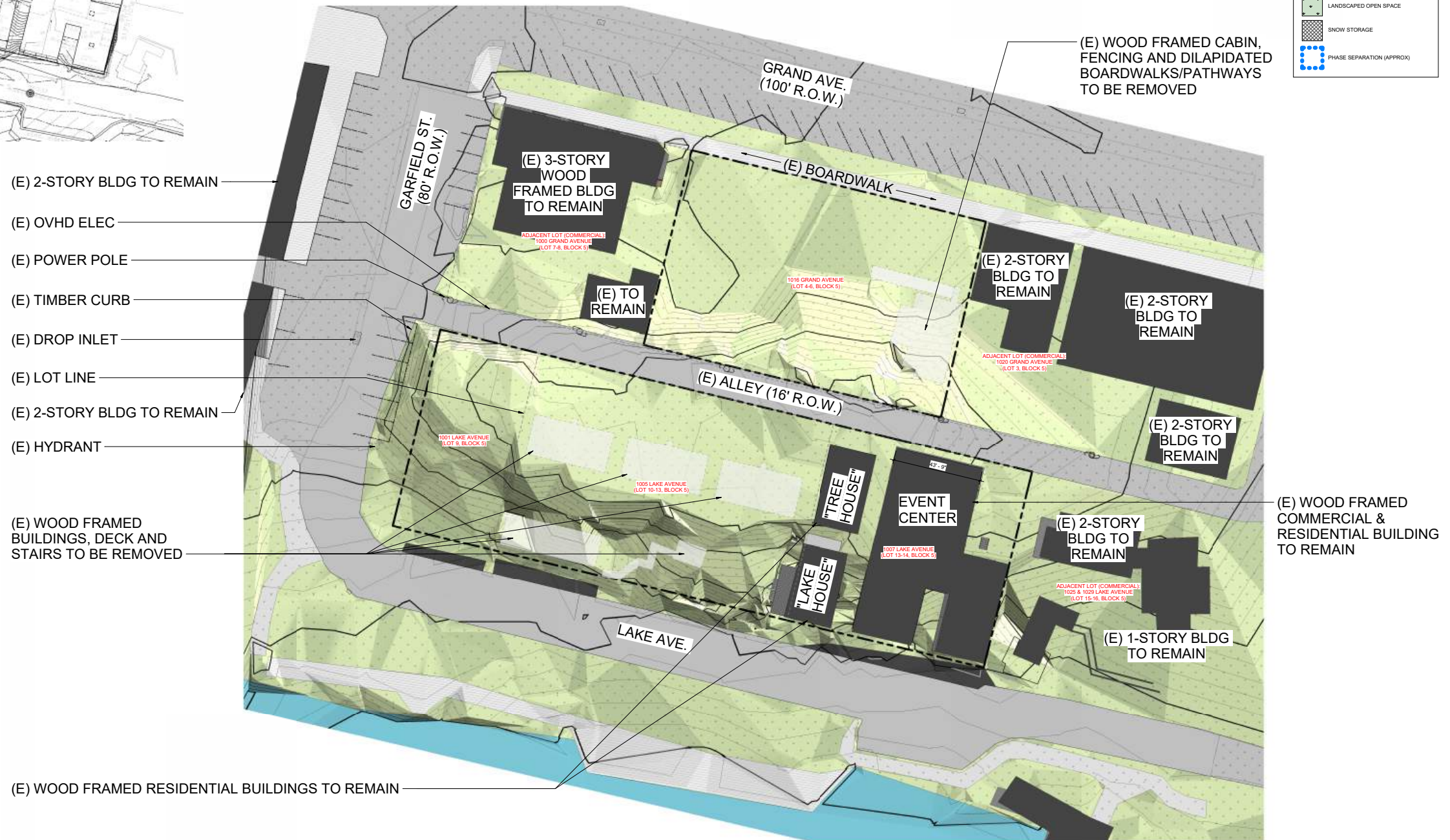
- 8) Any additional information as may be required by the Planning Commission or staff to evaluate the character and impact of the proposed Development suggested at the time of Sketch Plan. **All input received during the previous sketch plan & preliminary plan reviews has been considered and has informed the revised drawing package submitted along with this application.**
- 9) Additional Written Documents:
- (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.
- We introduce Leatherwood Grand Lake, a transformative mixed-use development project that promises to enhance our downtown area. Our proposed development seeks to rehabilitate a series of dilapidated and vacant lots in the central core of the commercial zoning district and the town's historic district. This rehabilitation takes the form of new, mixed-use spaces that bring much needed residential space into the town's core, above lively & vibrant new commercial spaces to accommodate the growing economy of Grand Lake. Re-activation of this now-vacant portion of 'Block 5' seeks to enhance the daily experience of all in the community, and to reflect the vision and intent of the surrounding population at large. Quantitatively, the project consists of 19 new residential units and multiple ground-level commercial condominium units at ground level on Grand Avenue, Garfield Street and Lake Avenue.**
- A few items of particular note at this stage of review:
- A. UNIT COUNT (Residential)**
- a. Event Center – 3 Units
 - b. Lake House – 3 Units
 - c. Building #1 – 8 Units
 - d. Building #2 – 5 Units
- B. PARKING CALCULATIONS**
- a. See plans attached.
- C. PHASE BREAKDOWN: at this conceptual stage, our phases are inter-related & may be completed concurrently. Please reference the attached concept plans for detail:**
1. EVENT CENTER LAKE AVENUE RESTAURANT AND PLAZA (restoration)
 2. EVENT CENTER MAIN FLOOR CONDO (1) (restoration/addition)
 3. EVENT CENTER UPPER-LEVEL CONDOS (2) (restoration/addition)
 4. (3) CONDOS IN LAKE HOUSE (restoration/addition)
 5. B1 (mixed-use, new construction)
 6. B2 (mixed-use, new construction)
- (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. **See above phasing breakdown: A development schedule shall be submitted prior to final plat. The subdivision platting sequences shall be completed on a phase-by-phase basis, illustrated on the development plans attached. Construction of Phases 1 through 6 would begin Spring of 2026. Removal & adaptive reuse of the existing motel buildings and re-grading of the property will begin Fall of 2025. The proposed multiple phases of construction shall be solely dictated by the absorption of the previously constructed phases.**
- (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. **The construction of boardwalk & public improvements was intended to be completed by Fall of 2025. This milestone has shifted to Summer/Fall of 2026. Vertical construction would be contained within fenced areas outside of/up to the common areas,**

- allowing access for the general public without interfering with construction activity. Off-site street, utility and boardwalk construction would be completed on a phase-by-phase basis.**
- (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. **The granting of easements or other restrictions including common open spaces and other structures within the development shall be supplied and outlined on the final plat with the direction of the Planning Staff. Proposed covenants shall be supplied and approved prior to final plat recordation.**
- (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. – **Sales and leasing activity shall be handled by qualified staff of the developer and/or licensed real estate professionals.**
- (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. **Our proposed development includes the addition of (19) residential units in (4) distinct buildings, as well as 16,400+ SF of commercial/public tenant space for the benefit of the community at large. Gross Floor Area is 62,790 SF, with 16,482 SF dedicated to commercial space and 46,308 SF dedicated to new residential condominium space (including common use corridors, mechanical and circulation spaces).**
- (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. **The entire development is located within the Town of Grand Lake on platted lots reserved for development meeting all Town codes. Soil quality, slope and topography, geology shall/is being addressed by our geotechnical consulting firm and those studies shall be supplied to the Town. Surface and groundwater conditions shall be handled by the team's geotechnical consultant and civil engineer. All of the platted lots in the project are located within the central business district of the Town of Grand Lake. All codes shall be adhered to as pertaining to the 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. **Traffic impact report not undertaken – not necessary within project scope. If traffic report is required, it will be conducted by the town's consultant engineers.**
- (ix) The proposed maximum height of all buildings within the Development. **Our proposed development includes (4) buildings of various heights, measured individually based on town standards of 35' to 40' maximum height from lowest corner to maximum roof height. The massing of our proposed buildings directly reflects the town code's intent for "Grand Lake" massing standards – buildings should be broken up into a variety of architectural forms to reduce the visual impact of the building from pedestrians. 'Sawtooth' massing shall be included to break-up long continuous building facades and buildings shall have their upper floors set back from the lot frontage to reduce the impact of upper floors on the streetscape. For the buildings that have larger than 5' change in grade at their footprint, maximum height will be measured at a point 40' above the lowest corner of the building at grade. All buildings in the proposed development will comply with these standards.**
- (x) Proof of legal, appropriated private water rights and/or source of proposed public water service. Proof of sewer service availability. **Water is available through the Town of Grand Lake to supply the subdivision. Sewer is available through Three Lakes Water and Sanitation District to supply the subdivision. It is our understanding that there is adequate water and sewer service through these utility providers. Credit shall be given for any existing water and sewer taps that were transferred through the purchase of the property.**



SITE LEGEND:

- EXISTING BUILDING (TO REMAIN)
- COMMERCIAL @ GRADE (RESIDENTIAL ABOVE, TYP)
- PARKING @ GRADE (RESIDENTIAL ABOVE, TYP)
- RESIDENTIAL UNIT (W/ RESIDENTIAL ABOVE, TYP)
- NEW ASPHALT PAVING (RE. CIVIL)
- NEW BOARDWALK
- EXISTING BOARDWALK
- LANDSCAPED OPEN SPACE
- SNOW STORAGE
- PHASE SEPARATION (APPROX)

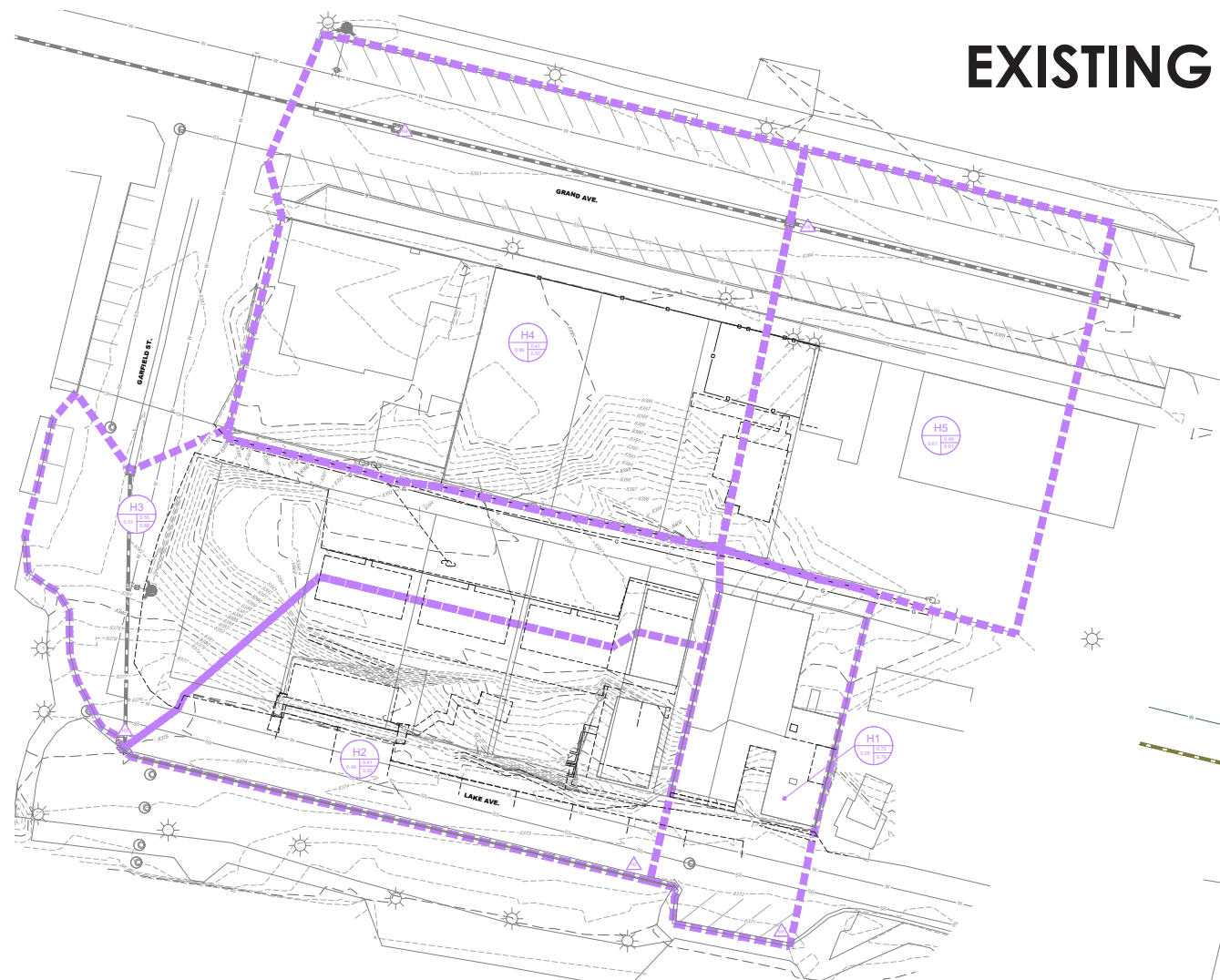


SITE PLAN: EXISTING

LEATHERWOOD GRAND LAKE

Spirit Lake Condos, LLC

BLOCK 5, GRAND LAKE, CO 80447
PROJECT #2402



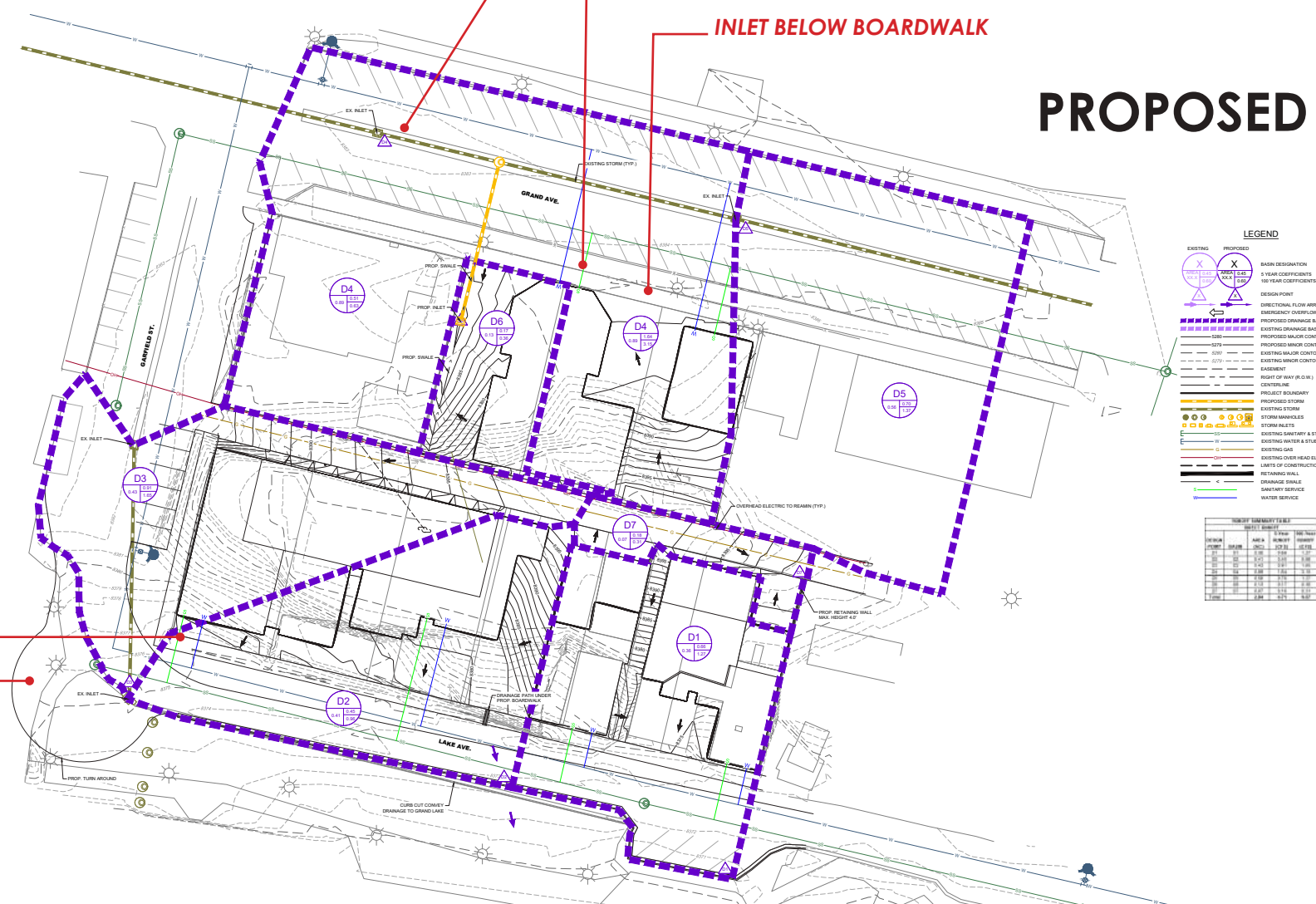
PREVIOUS BUILDING FOOTPRINTS SHOWN - DRAINAGE PLAN & OVERALL STRATEGY REMAIN THE SAME - FOOTPRINTS WILL BE UPDATED WHEN PROJECT PROGRESSES INTO ENGINEERING PHASE

WATER & SEWER CONNECTION TO TOWN R.O.W. AT EACH BUILDING

INLET BELOW BOARDWALK

WATER & SEWER CONNECTION TO TOWN R.O.W. AT EACH BUILDING

NEW TURNAROUND



LEGEND

	DESIGNATION	3 YEAR COEFFICIENTS	100 YEAR COEFFICIENTS
	DIRECTIONAL FLOW ARROW		
	EMERGENCY OVERFLOW ROUTE		
	PROPOSED DRAINAGE BASIN		
	EXISTING DRAINAGE BASIN		
	PROPOSED MAJOR CONTOUR		
	PROPOSED MINOR CONTOUR		
	EXISTING MAJOR CONTOUR		
	EXISTING MINOR CONTOUR		
	EASEMENT		
	RIGHT OF WAY (R.O.W.)		
	CENTERLINE		
	PROJECT BOUNDARY		
	PROPOSED STORM		
	EXISTING STORM		
	STORM MANHOLE		
	STORM INLETS		
	EXISTING SANITARY & STUB OUT		
	EXISTING WATER & STUB OUT		
	EXISTING GAS		
	EXISTING OVERHEAD ELECTRIC		
	UTILITY OF CONSTRUCTION		
	RETAINING WALL		
	DRAINAGE SWALE		
	SANITARY SERVICE		
	WATER SERVICE		

SITE DRAINAGE & UTILITIES: EXISTING VS. PROPOSED

LEATHERWOOD GRAND LAKE

Spirit Lake Condos, LLC

BLOCK 5, GRAND LAKE, CO 80447
PROJECT #2402

TOGL COMMERCIAL REGULATIONS:

MAX LOT COVERAGE: THE FIRST FLOOR OF MULTISTORY BUILDINGS MAY COVER ONE HUNDRED (100%) PERCENT OF THE LOT OR PARCEL, BUT ALL ITEMS CALLED FOR IN THE ON-SITE UTILITY USE AREA DESCRIBED BELOW SHALL STILL BE PROVIDED ON THE LOT OR PARCEL. (TOGL ARTICLE 2: ZONING REGULATIONS 12-2-18(D) 9)

ON-SITE UTILITY USE AREA: EACH LOT OR PARCEL SHALL PROVIDE TWO (2) OFF-STREET PARKING SPACES AND A TRASH STORAGE AREA ON THE LOT. (TOGL ARTICLE 2: ZONING REGULATIONS 12-2-18(D) 10)

SNOW STORAGE: CONVENIENT AND ACCESSIBLE SNOW STORAGE AREAS SHALL BE PROVIDED FOR PARKING AREAS EQUIVALENT TO ONE-THIRD (1/3) OF THE TOTAL DRIVE AND PARKING AREAS. (TOGL ARTICLE 2: ZONING REGULATIONS 12-2-18(D) 9)

SNOW STORAGE (REQUIRED) = 2,100 SF
SNOW STORAGE (PROVIDED) = 2,602 SF

LIGHTING (EXTERIOR): LIGHTING SHALL BE CONSISTENT WITH THE DARK-SKY CONCEPT THROUGH THE UTILIZATION OF APPROVED NIGHTSCAPING FIXTURES, WHICH PREVENT ADVERSE EFFECTS OF ARTIFICIAL NIGHT LIGHTING. THIS SHALL INCLUDE COMPONENTS TO REDUCE SKY GLOW, LIGHT TRESPASSING AND CLUTTER, DECREASED NIGHT VISIBILITY, AND ENERGY WASTE. (TOGL ARTICLE 7: DESIGN REVIEW STANDARDS 12-7-4)

LOADING/UNLOADING AREAS: CHANGES IN STRUCTURE (ENLARGED SO AS TO INCREASE THE FLOOR AREA BY MORE THAN TEN PERCENT (10%) IN ANY GIVEN TWO-YEAR PERIOD) SHALL NECESSITATE ALLEY-ACCESS LOADING/UNLOADING AREAS.

BUSINESS SIGNAGE: NO SIGN SHALL BE ERECTED, PLACED, OR MODIFIED EXCEPT AS PERMITTED BY THIS SIGN CODE. (TOGL ARTICLE 2: SIGN CODE 6-2-3)
ASSUMPTION: SIGNAGE REVISIONS / NEEDS ARE YET TO BE DETERMINED AND WILL BE SUBMITTED SEPARATELY AS REQUIRED.

DRAINAGE REQUIREMENTS: THE SITE PLAN MUST INDICATE FACILITIES FOR ADEQUATE DRAINAGE REQUIRED THAT ARE PROPOSED TO CONNECT TO THE TOWN'S DRAINAGE SYSTEM. NATURAL EROSION CONTROL OR RETENTION PROVISIONS MUST BE LOCATED ON THE LANDSCAPE PLAN. (TOGL ARTICLE 1: BUILDING REGULATIONS 9-1-1(B) 7)

EXTERIOR MATERIALS: ALL PAINT COLORS SHALL BE APPROVED BY TOWN STAFF PRIOR TO PAINTING. (TOGL ARTICLE 1: BUILDING REGULATIONS 12-7-4(A))
 ALL NEW METAL PANEL SIDING SHALL COMPLY W/ ZONING CODE 12-7-4(B) 4.D.

PARKING DESIGN REQUIREMENTS 12-2-28(B) 2.A
 STANDARD PARKING SPACE, UNCOVERED: 10' - 0" (WIDTH) x 20' - 0" (LENGTH)
 STANDARD PARKING SPACE, COVERED/INDOOR: 10' - 0" (WIDTH) x 18' - 0" (LENGTH)
 ACCESSIBLE PARKING SPACE: 8' - 0" (WIDTH) x 18' - 0" (LENGTH) W/ 5' - 0" MIN ACCESS AISLE

STUDIO/1 BEDROOM	1 SPACE
2 BEDROOM	1.5 SPACES
3 BEDROOM	2 SPACES
GENERAL RETAIL/BANK/OFFICE/PUBLIC/PERSONAL SERVICES	1 SPACE/350 S.F. TOTAL FLOOR AREA

ACCESSIBLE PARKING REQUIREMENT 12-2-28(B) 6
 ONE DESIGNATED ACCESSIBLE (HANDICAPPED) PARKING SPACE SHALL BE REQUIRED AS A PART OF THE OVERALL OFF-STREET PARKING REQUIREMENTS MANDATED UNDER THIS SECTION FOR EACH TWENTY-FIVE (25) OFF-STREET PARKING OR FRACTION THEREOF. IN ALL CASES THE ACCESSIBLE SPACE SHALL BE LOCATED IN A MANNER CLOSE AND CONVENIENT TO THE MAIN PEDESTRIAN INGRESS/EGRESS.

PARKING CALCULATIONS: COMMERCIAL (1SP/350 SF FLOOR AREA) = 16,482 SF/350 SF = **(47.93) SPACES REQUIRED**

1-BEDROOM UNITS: LAKEHOUSE - (2) 1-BED UNITS **(2) REQUIRED SPACES**
 BUILDING #1 - (2) 1-BED UNITS **(2) REQUIRED SPACES**

2-BEDROOM UNITS: LAKEHOUSE - (1) 2-BED UNIT **(1.5) REQUIRED SPACES**
 EV. CENTER - (2) 2-BED UNITS **(3) REQUIRED SPACES**
 BUILDING #1 - (4) 2-BED UNITS **(6) REQUIRED SPACES**
 BUILDING #2 - (5) 2-BED UNITS **(7.5) REQUIRED SPACES**

3-BEDROOM UNITS: EV. CENTER - (1) 3-BED UNIT **(4) REQUIRED SPACES**
 BUILDING #1 - (2) 3-BED UNITS **(4) REQUIRED SPACES**

TOTAL RESIDENTIAL PARKING REQUIRED: (28) SPACES REQUIRED

PARKING COUNT: ALL RESIDENTIAL UNITS ARE PARKED WITHIN THEIR RESPECTIVE BUILDING
 OFF STREET PARKING REQUIRED/PROVIDED: **28 SPACES REQUIRED/28 SPACES PROVIDED** (OFF ALLEY GARAGES) FOR RESIDENTIAL UNITS.
 ON STREET PARKING PROVIDED: **(47.93) SPACES REQUIRED/48 SPACES PROVIDED** (ON-STREET TOTAL INCL. ADA)
 BASED ON "ON-STREET PARKING CREDITS" CALCULATED AT 0.085 SPACES'Y' OF FRONTAGE FOR GRAND AVE, LAKE AVE & GARFIELD ST. - 12-2-28(B) 3.B - ROUNDED UP
 2+ PROVIDED SPACES TO BE ACCESSIBLE (ACCESSIBLE ON-STREET - 1 PER 25 SPACES)
77 TOTAL SPACES REQUIRED - 86 TOTAL SPACES PROVIDED

PARKING

PROJECT ZONING SUMMARY

LEGAL DESCRIPTION: BLOCK 5, LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14
 TOWN OF GRAND LAKE
 COUNTY OF GRAND
 STATE OF COLORADO

CONSTRUCTION TYPE: EXISTING CONSTRUCTION: VARIES, VS TYPICAL
 NEW CONSTRUCTION: VS WOOD FRAMED (NON-FIRE RATED) W/ AUTOMATIC SPRINKLERING

ZONING CLASSIFICATION: C - COMMERCIAL

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

MAX BUILDING HEIGHT: 35' - 00" TYP. (40' - 00" WHERE GRADE CHANGE IS GREATER THAN 5')

EXISTING BUILDING HEIGHT: 51'-6", 30'-8", 29'-2"

HEIGHT (STORIES): 2/3 STORIES EXISTING, ALL NEW CONSTRUCTION TO COMPLY WITH GRAND LAKE CODES

GROSS SITE AREA: 1.029 ACRES (44,877 SF) @ COMBINED PROPERTY LINE

SITE NOTES

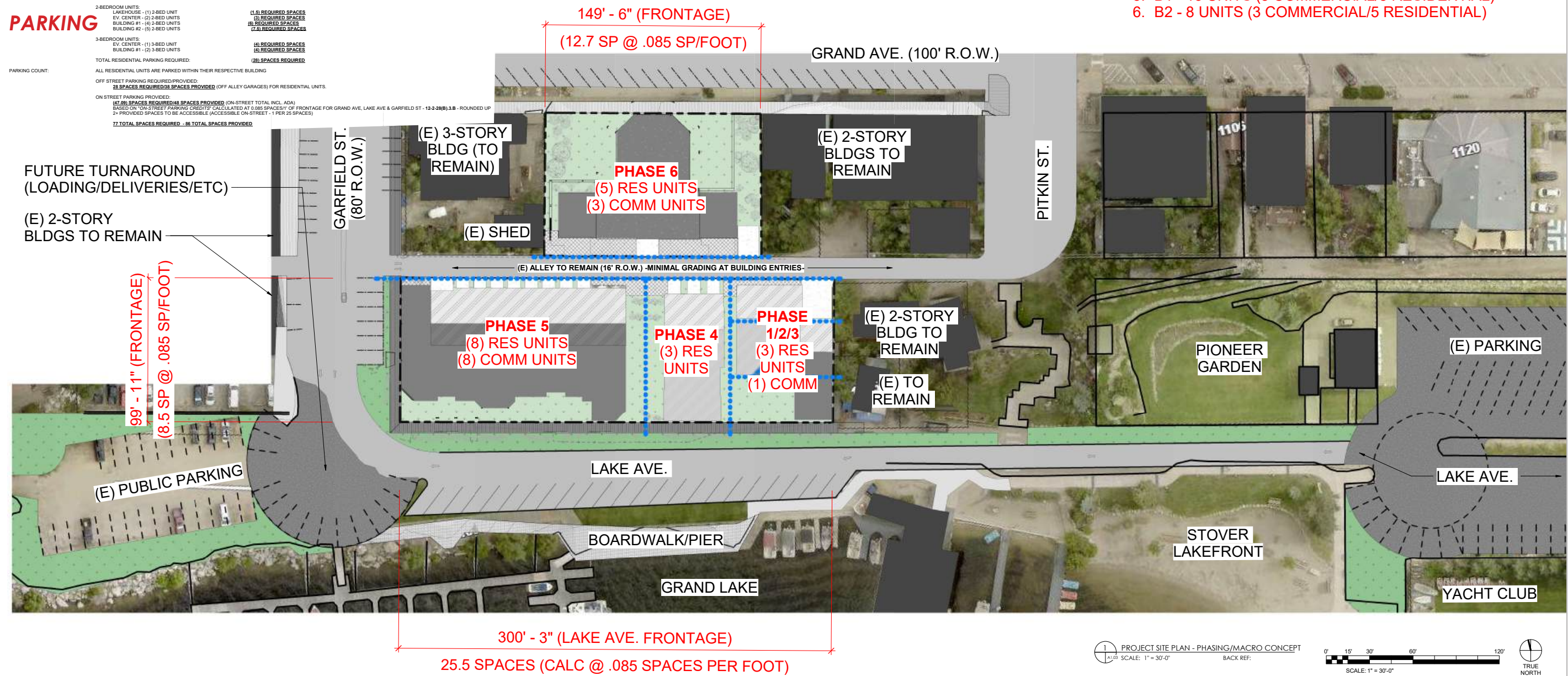
- ELECTRICAL, CABLE T.V. AND TELEPHONE TO BE UNDERGROUND IN COMMON TRENCH. VERIFY ALL UTILITY LOCATES PRIOR TO ANY WORK. COORDINATE UTILITY ROUTING WITH APPLICABLE COMPANY. ALL UTILITIES TO BE UNDERGROUND.
- PROVIDE POSITIVE DRAINAGE AT ALL BUILDING PERIMETERS. (SLOPE AWAY FROM BUILDING AT 1:12 MIN.)
- REFER TO FOUNDATION PLAN FOR FOUNDATION DRAIN LOCATION AND SLOPE. DRAINS TO BE CONNECTED TO STORM SEWER AT STREET.
- PROVIDE 4-6" DIA. STONE RIP RAP OVER WEED BARRIER FABRIC AT EAVES AND VALLEY DRIP LOCATIONS.
- STAKE BUILDING LOCATIONS FOR OWNER, ARCHITECT, AND CONSULTANT ENGINEER REVIEW PRIOR TO ANY WORK.
- GENERAL CONTRACTOR TO REVIEW & COMPLY WITH ALL TOWN OF GRAND LAKE REGULATIONS AND REQUIREMENTS.

SITE LEGEND:

- EXISTING BUILDING (TO REMAIN)
- COMMERCIAL @ GRADE (RESIDENTIAL ABOVE, TYP)
- PARKING @ GRADE (RESIDENTIAL ABOVE, TYP)
- RESIDENTIAL UNIT (W/ RESIDENTIAL ABOVE, TYP)
- NEW ASPHALT/PAVING (RE: CIVIL)
- NEW BOARDWALK
- EXISTING BOARDWALK
- LANDSCAPED OPEN SPACE
- SNOW STORAGE
- PHASE SEPARATION (APPROX)

PHASE/PARCEL BREAKDOWN:

- EVENT CENTER LAKE RESTAURANT/PLAZA
- EVENT CENTER ALLEY LEVEL - 1 UNIT
- EVENT CENTER PENTHOUSE - 2 UNITS
- LAKE HOUSE - 3 UNITS
- B1 - 13 UNITS (5 COMMERCIAL/8 RESIDENTIAL)
- B2 - 8 UNITS (3 COMMERCIAL/5 RESIDENTIAL)



SITE PLAN: CONTEXT & CONCEPT

OPEN SPACE CALCS:

TOTAL AREA WITHIN PROPERTY LINE: 1.03 ACRES = 44,877 SF
 TOTAL BUILDING FOOTPRINTS: 27,030 SF
 ON-SITE OPEN SPACE: (44,877-27,030-2,140 APRON) = 15,707 SF

PERCENTAGE (OPEN SP/LOT AREA): (15,707/44,877) = 35.00%
 PER GL CODE (TABLE 12-2-26-3): GROUP III
 REQUIRED OPEN SPACE: 35% MINIMUM

TOTAL COMMERCIAL/OFFICE: 16,482 SF
 TOTAL RESIDENTIAL: 46,308 SF
 TOTAL GROSS SF/FLOOR AREA: 62,790 SF

PERCENTAGE (COMMERCIAL/TOTAL): 16,482/62,790 = 26.25%
 REQUIRED COMMERCIAL %: 25-50%

SITE LEGEND:

- EXISTING BUILDING (TO REMAIN)
- COMMERCIAL @ GRADE (RESIDENTIAL ABOVE, TYP)
- PARKING @ GRADE (RESIDENTIAL ABOVE, TYP)
- RESIDENTIAL UNIT (W/ RESIDENTIAL ABOVE, TYP)
- NEW ASPHALT/PAVING (RE: CIVIL)
- NEW BOARDWALK
- EXISTING BOARDWALK
- LANDSCAPED OPEN SPACE
- SNOW STORAGE
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BUILDING #2:
 6,613 SF (TOTAL FP)
5,000 SF (LEVEL 1 - COMMERCIAL)
 6,711 SF (LEVEL 2 - RES PARKING & 1 RES UNIT)
 5,083 SF (LEVEL 3 - 4 RES UNITS)

BUILDING #1:
 12,408 SF (TOTAL FP)
8,558 SF (LEVEL 1 - 1 COMM)
1,284 SF (LEVEL 2 - COMMERCIAL & LOBBY)
 3,790 SF (LEVEL 2 - RES PARKING)
 7,320 SF (LEVEL 2 - 4 RES UNITS)
 10,916 SF (LEVEL 3 - 4 RES UNITS)

TREE & LAKEHOUSE (0 SF COMMERCIAL):
 3,320 SF (TOTAL FP)
 1,449 SF (LAKE LEVEL - 1 CONDO/UNIT)
 1,392 SF (LEVEL 2 - 1 CONDO/UNIT)
 3,152 SF (LEVEL 3 - PARKING & 1 CONDO/UNIT)

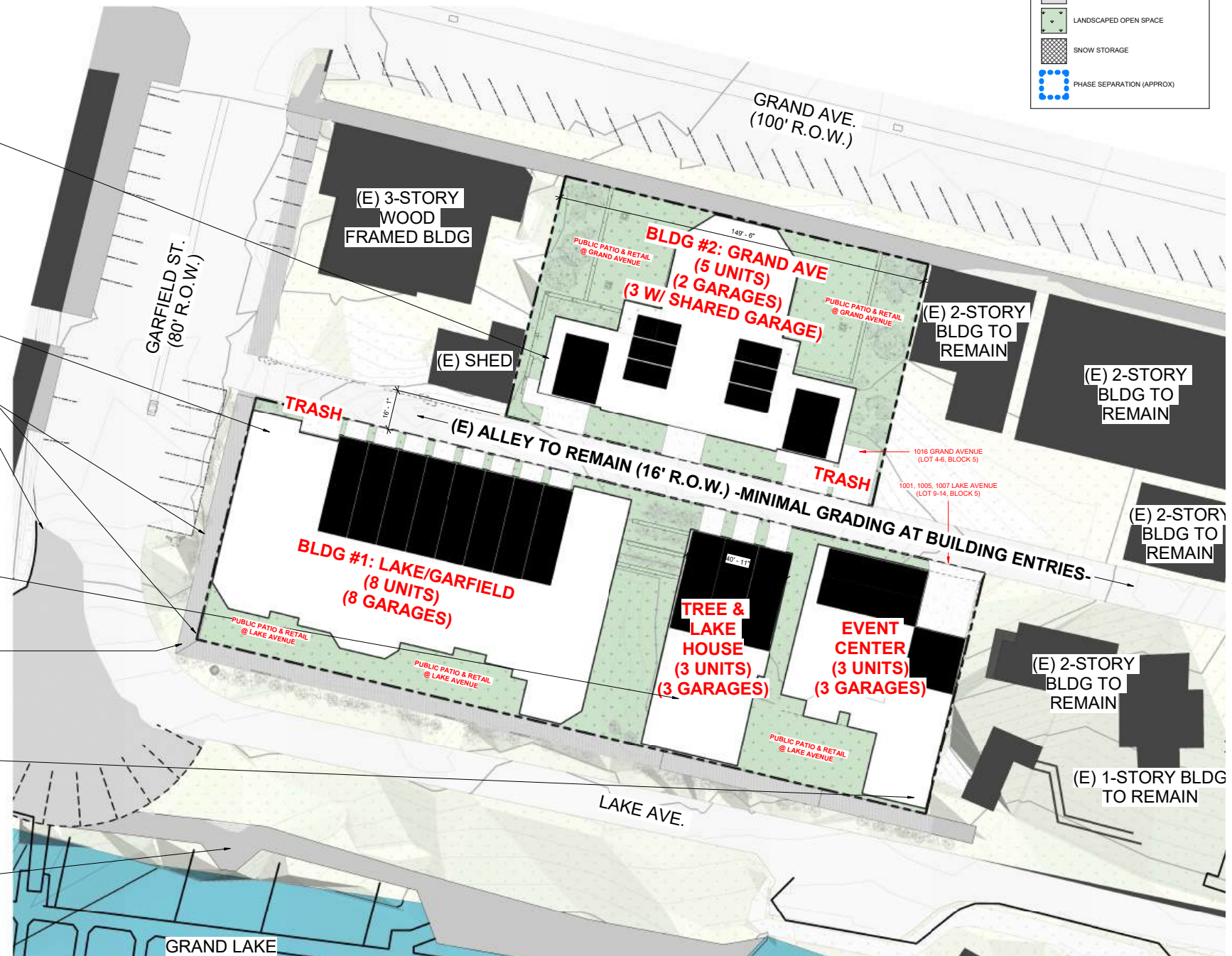
EVENT CENTER:
 4,869 SF (TOTAL FP)
1,640 SF (LAKE AVE - COMMERCIAL)
 1,940 SF (LEVEL 1 - PARKING)
 1,599 SF (LEVEL 1 - 1 CONDO/UNIT)
 2,956 SF (LEVEL 2 - 2 CONDOS/UNITS)

NEW CURB & GUTTER
AT NEW BOARDWALK

 EDGE OF (E) ASPHALT

NEW BOARDWALK
(GARFIELD & LAKE)

(E) PUBLIC
BOARDWALK & PIER



SITE PLAN: OPEN SPACE

LEATHERWOOD GRAND LAKE

Spirit Lake Condos, LLC

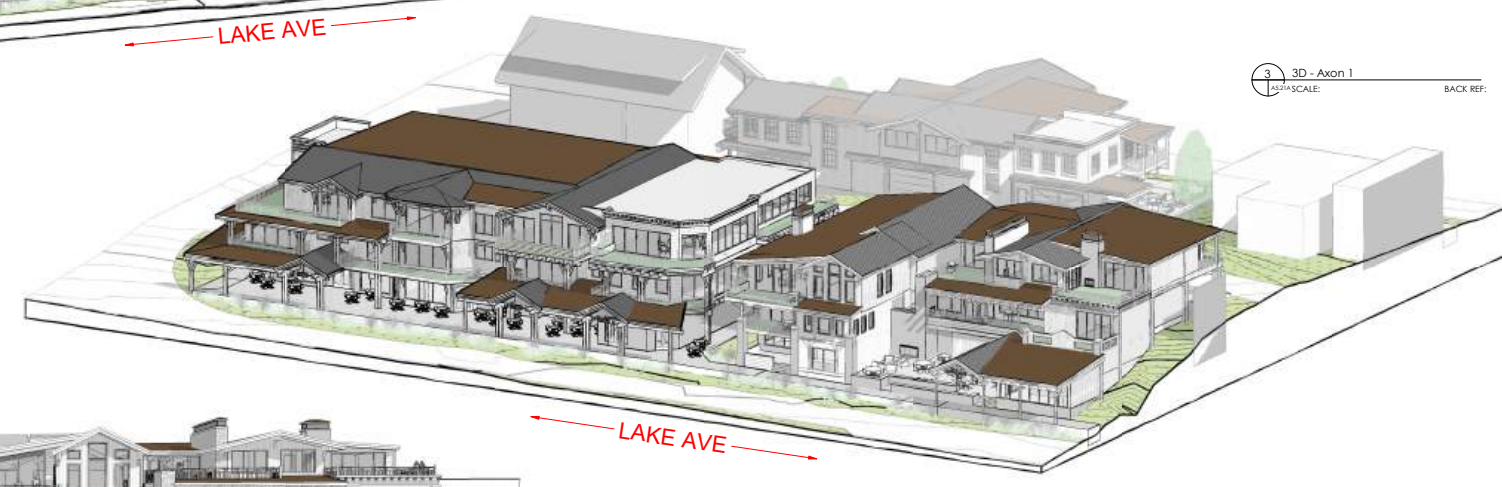
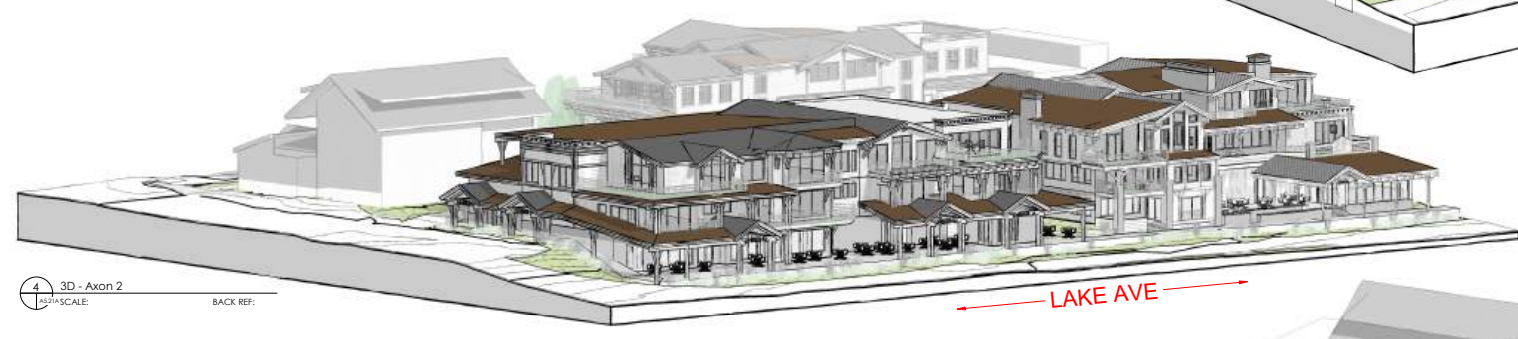
BLOCK 5, GRAND LAKE, CO 80447
 PROJECT #2402

LEATHERWOOD GRAND LAKE

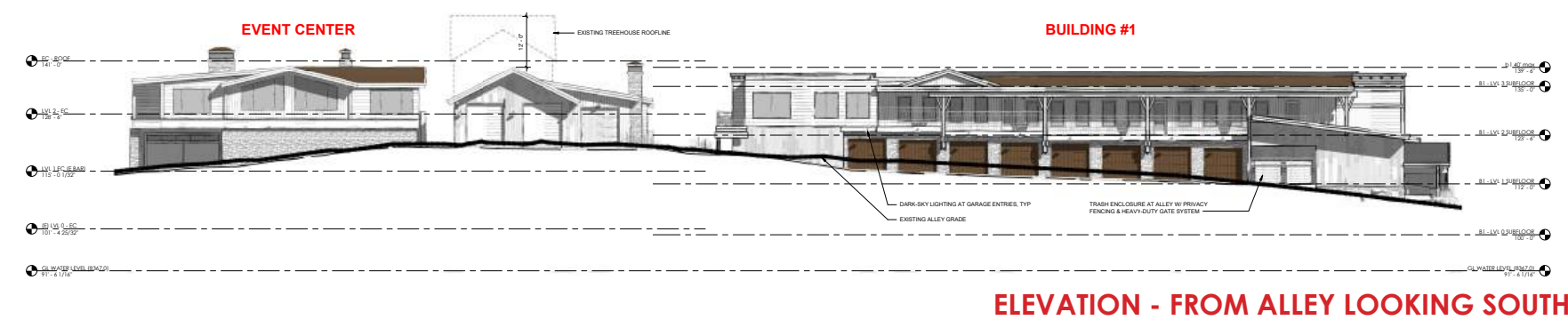
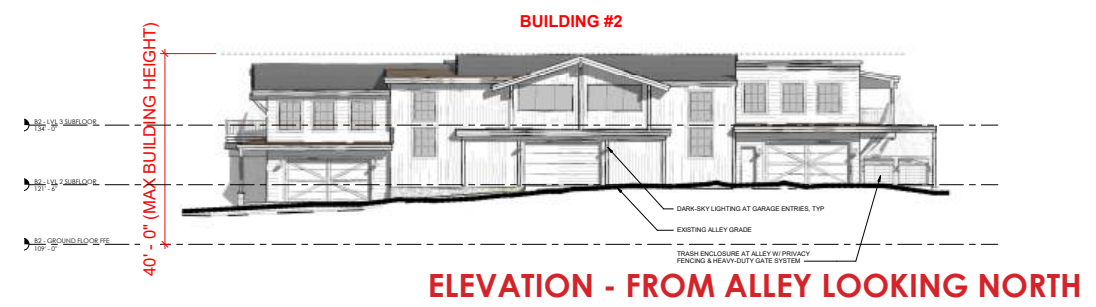
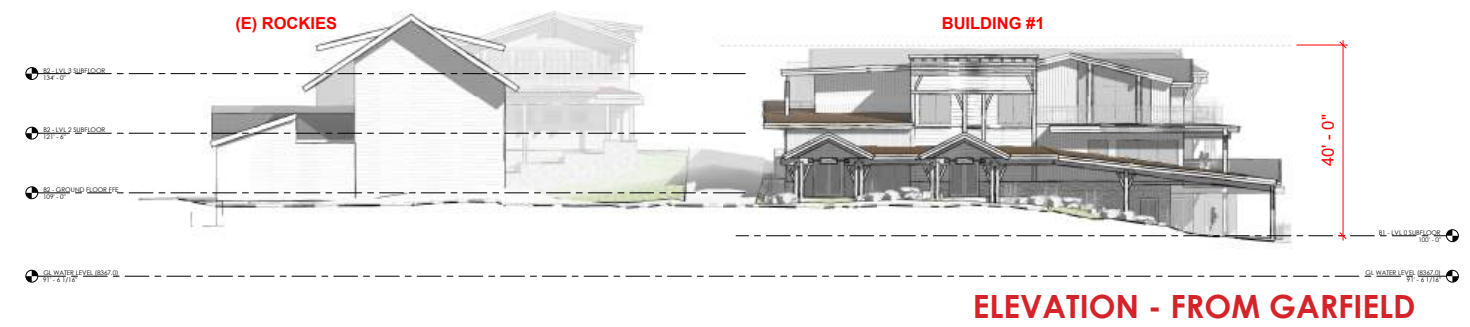
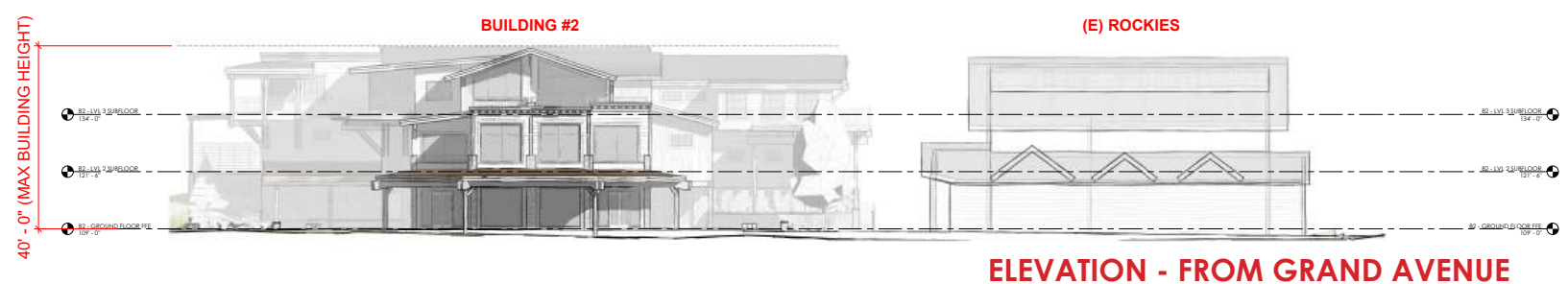
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NOTE:
3D PERSPECTIVES ARE FOR REFERENCE ONLY. SEE ARCH DRAWINGS FOR MORE DETAILED INFORMATION.



CONCEPTUAL MASSING

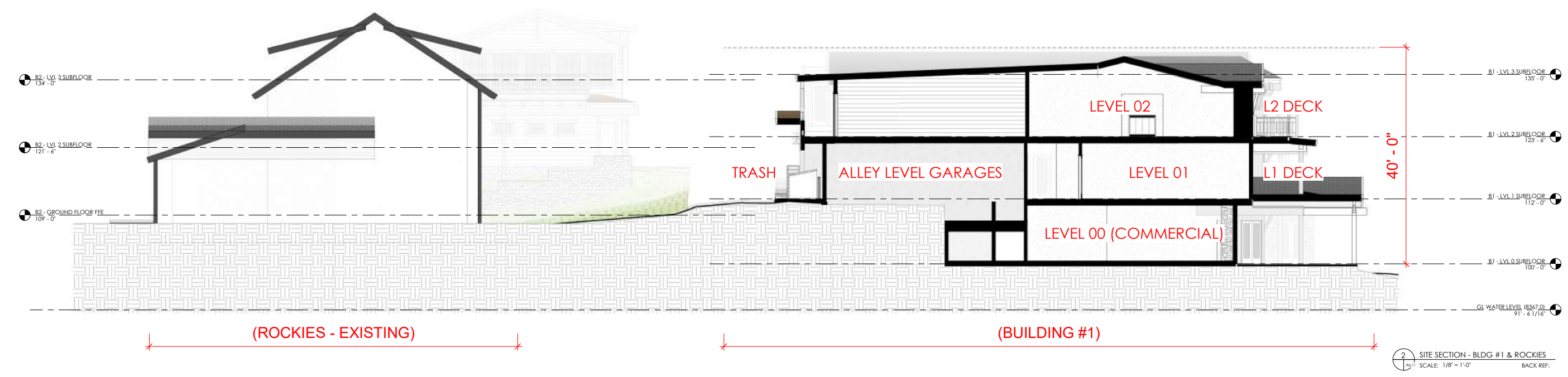
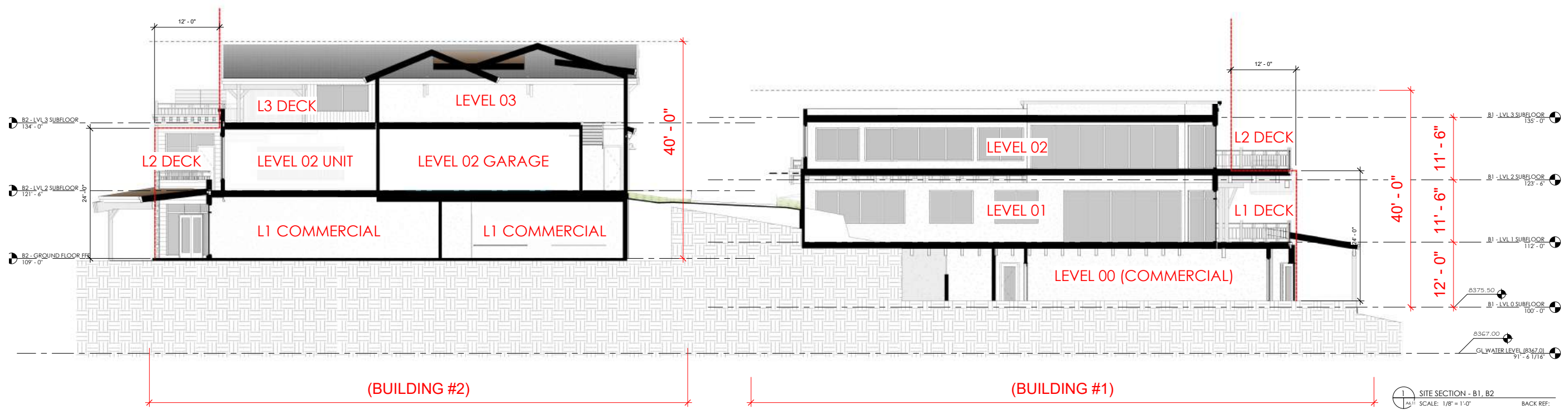


CONCEPTUAL MASSING - FACADE SCHEMATICS & MASSING AERIALS

LEATHERWOOD GRAND LAKE

Spirit Lake Condos, LLC

BLOCK 5, GRAND LAKE, CO 80447
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SITE SECTIONS

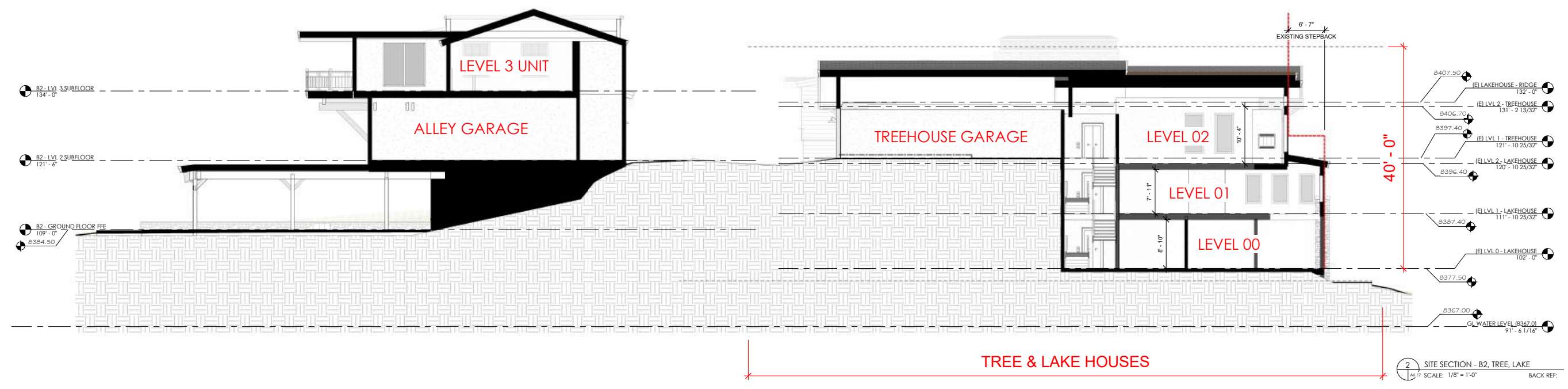
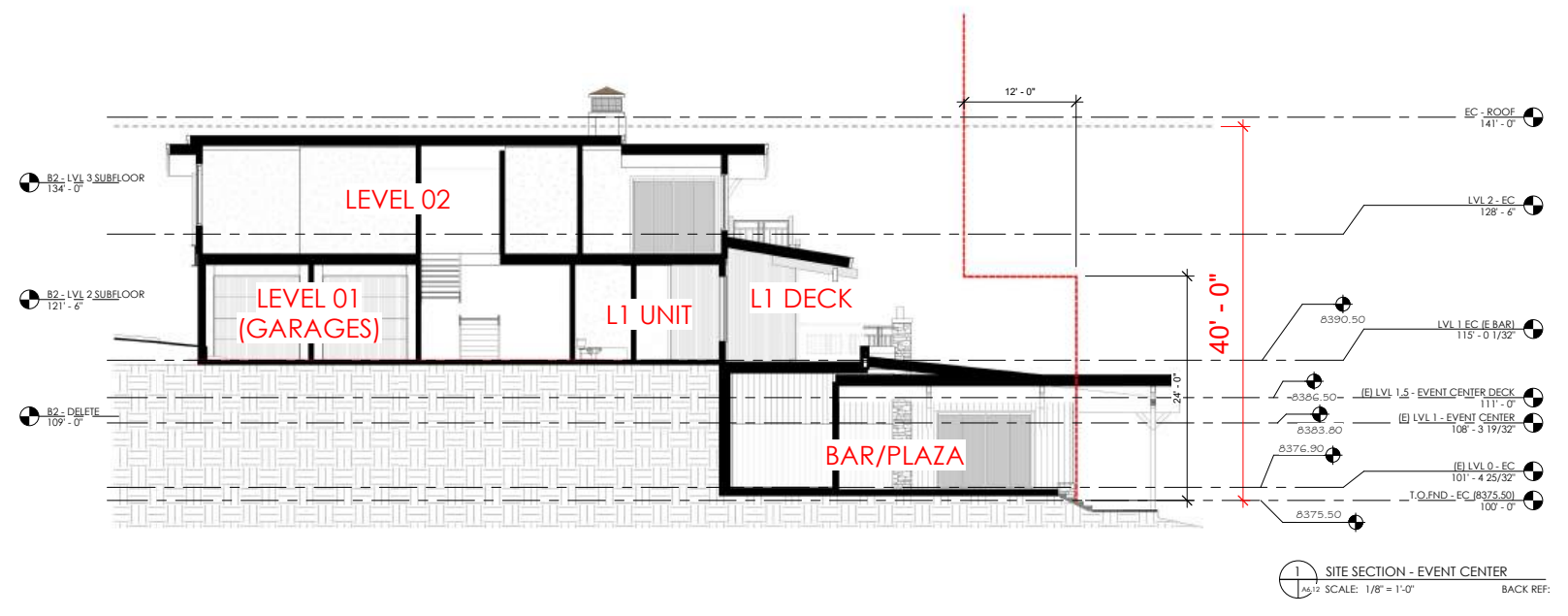
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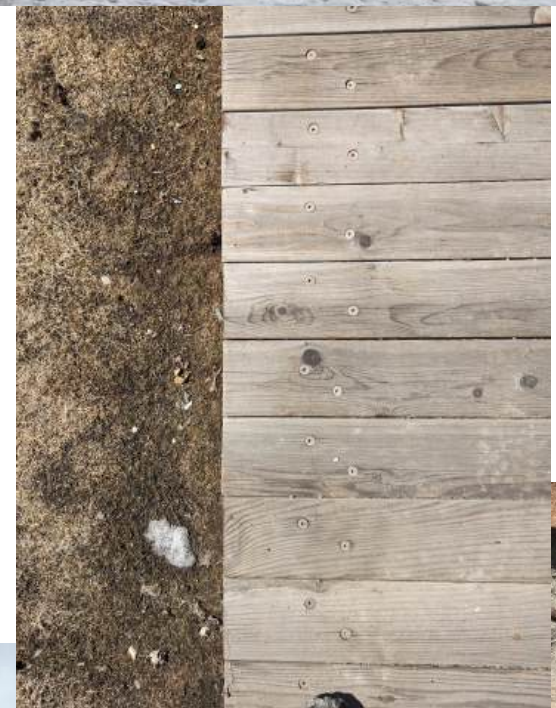
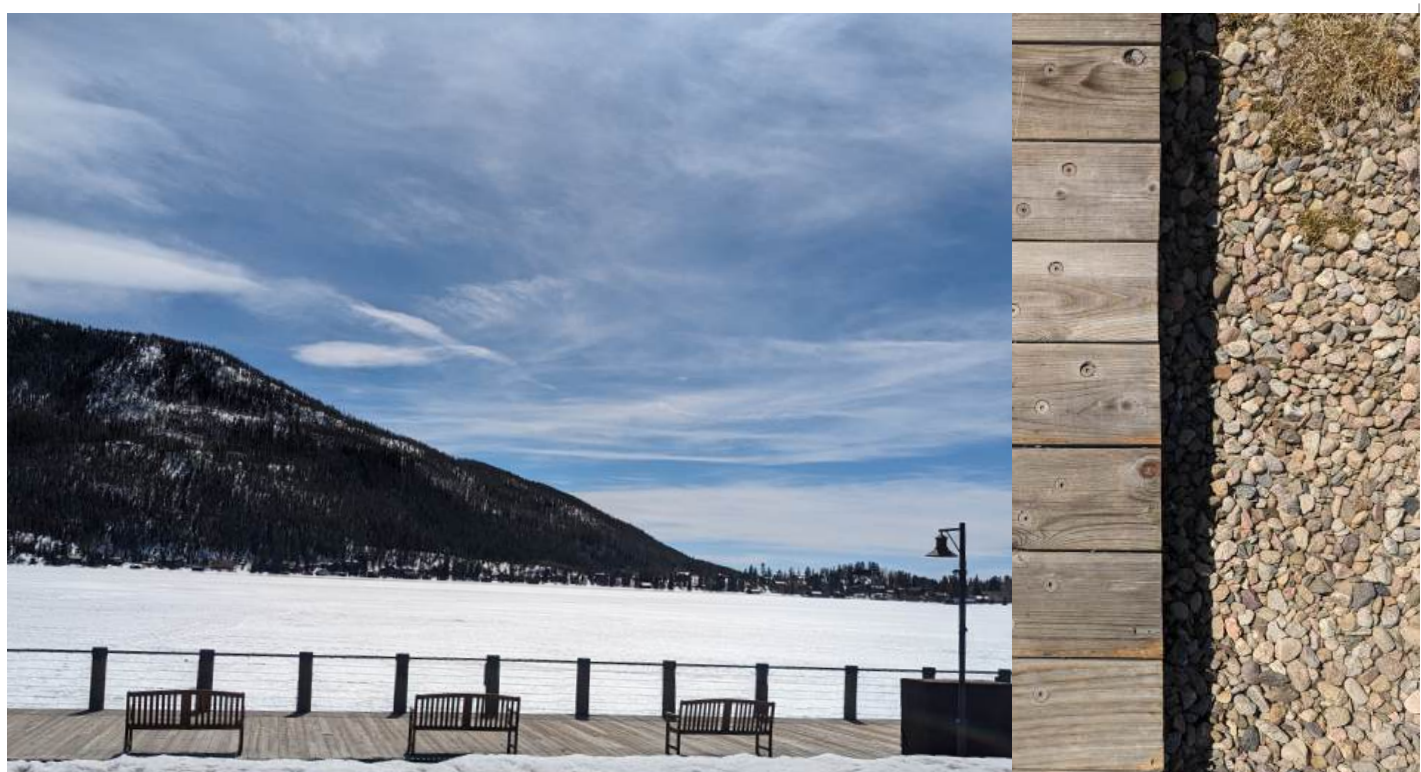
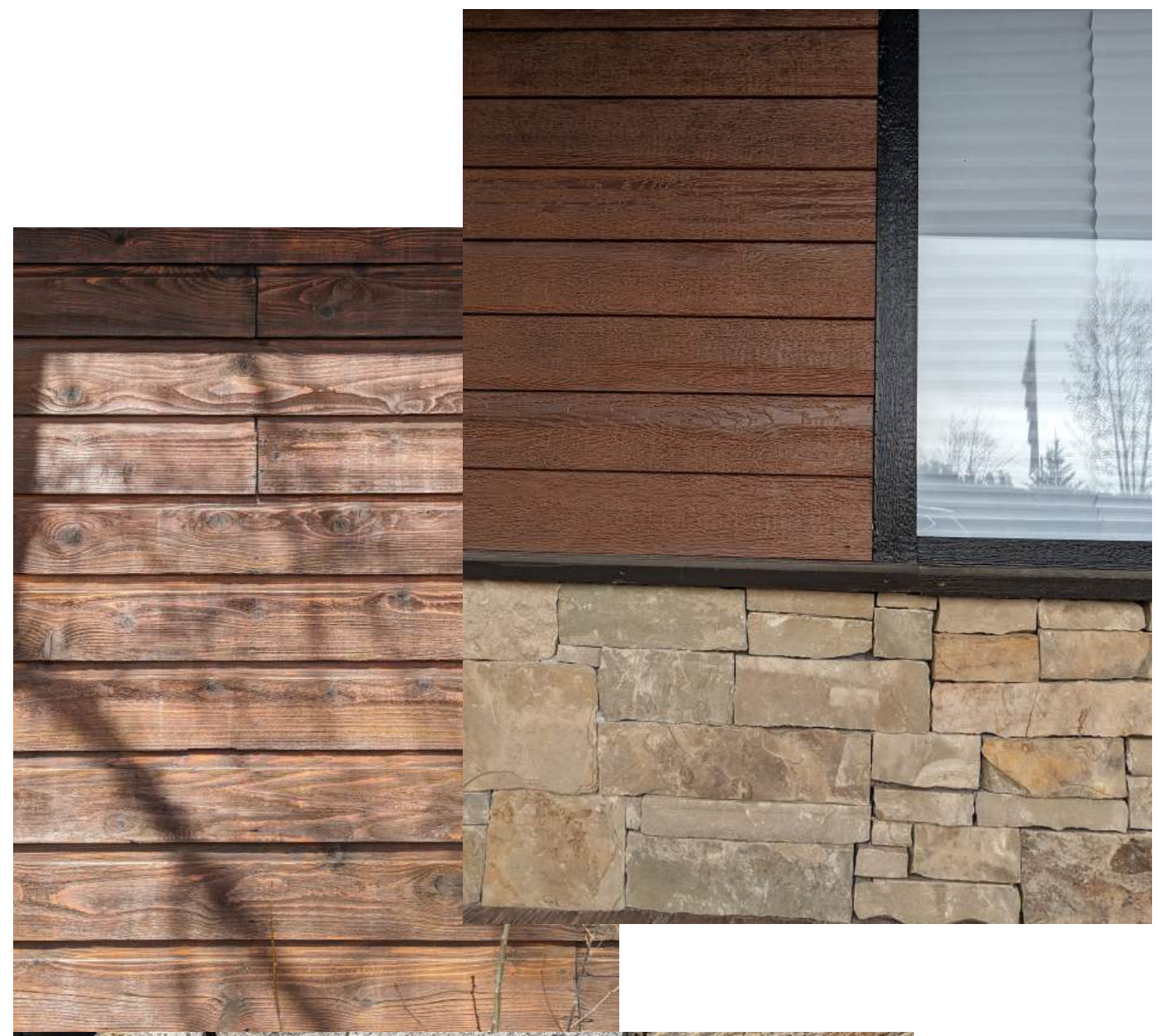
LEATHERWOOD GRAND LAKE

Spirit Lake Condos, LLC

BLOCK 5, GRAND LAKE, CO 80447
PROJECT #2402



SITE SECTIONS



LEATHERWOOD GRAND LAKE

Spirit Lake Condos, LLC

BLOCK 5, GRAND LAKE, CO 80447
PROJECT #2402



LEATHERWOOD GRAND LAKE

Spirit Lake Condos, LLC

BLOCK 5, GRAND LAKE, CO 80447
PROJECT #2402

CONCEPTUAL RENDERINGS



LEATHERWOOD GRAND LAKE

Spirit Lake Condos, LLC

BLOCK 5, GRAND LAKE, CO 80447
PROJECT #2402

LEATHERWOOD GRAND LAKE

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BLOCK 5, GRAND LAKE, CO 80447
PROJECT #2402

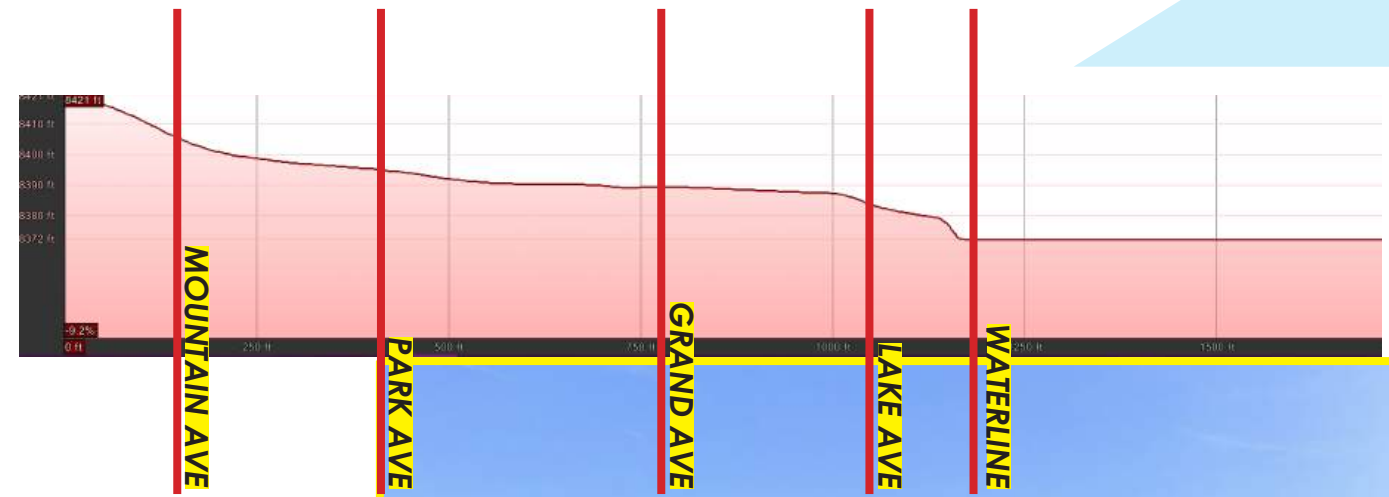


VIEW OF THE LAKE FROM MOUNTAIN AVE - NO VISUAL IMPACT FROM LEATHERWOOD



Grand Lake Viewshed

Building #1 potential view



Grand Lake

Building #1 @ Leatherwood

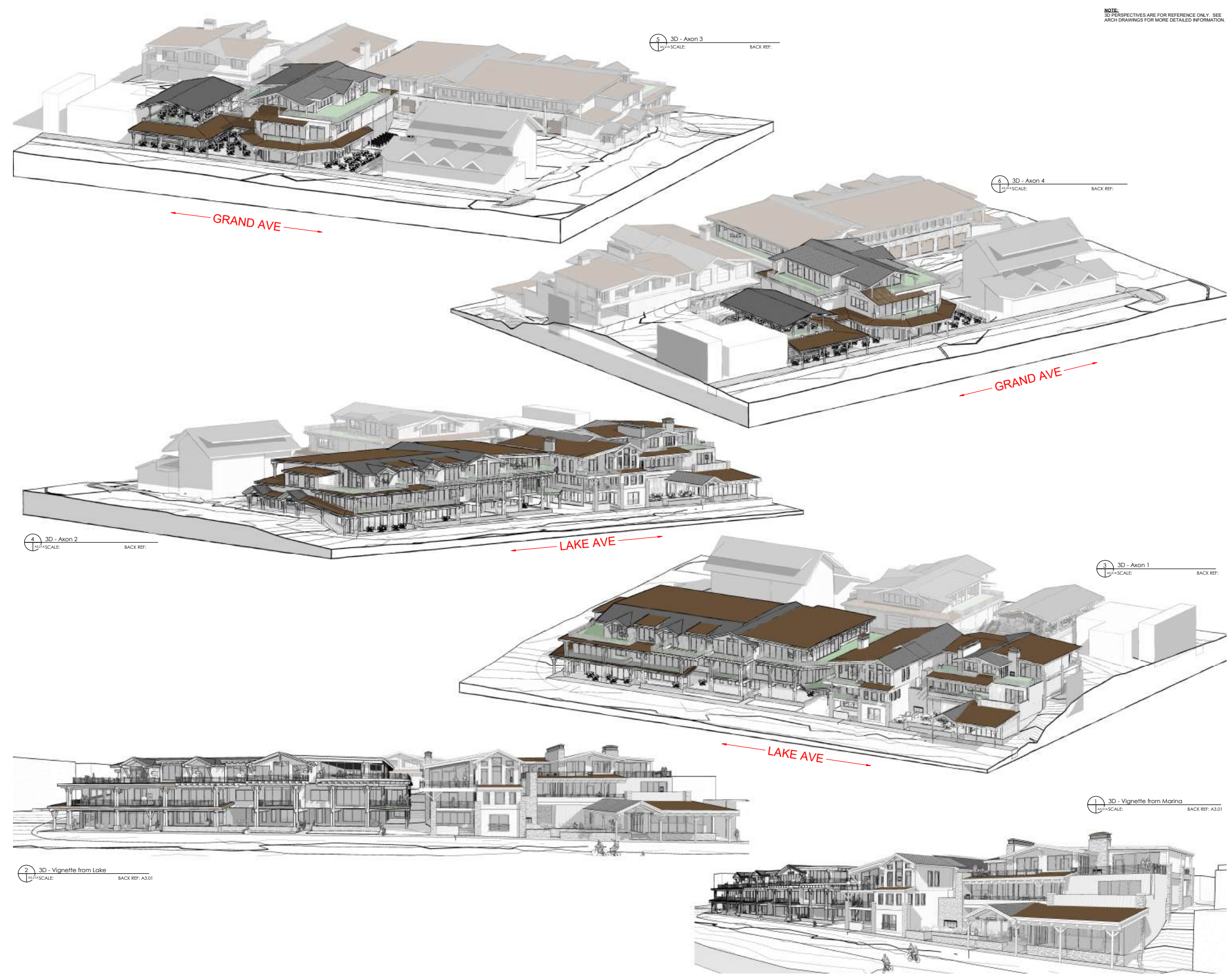
Juniper Library @ 316 Garfield St

IMPACT STUDY - MOUNTAIN AVE VIEW CORRIDOR

LEATHERWOOD GRAND LAKE

Spirit Lake Condos, LLC

BLOCK 5, GRAND LAKE, CO 80447
PROJECT #2402



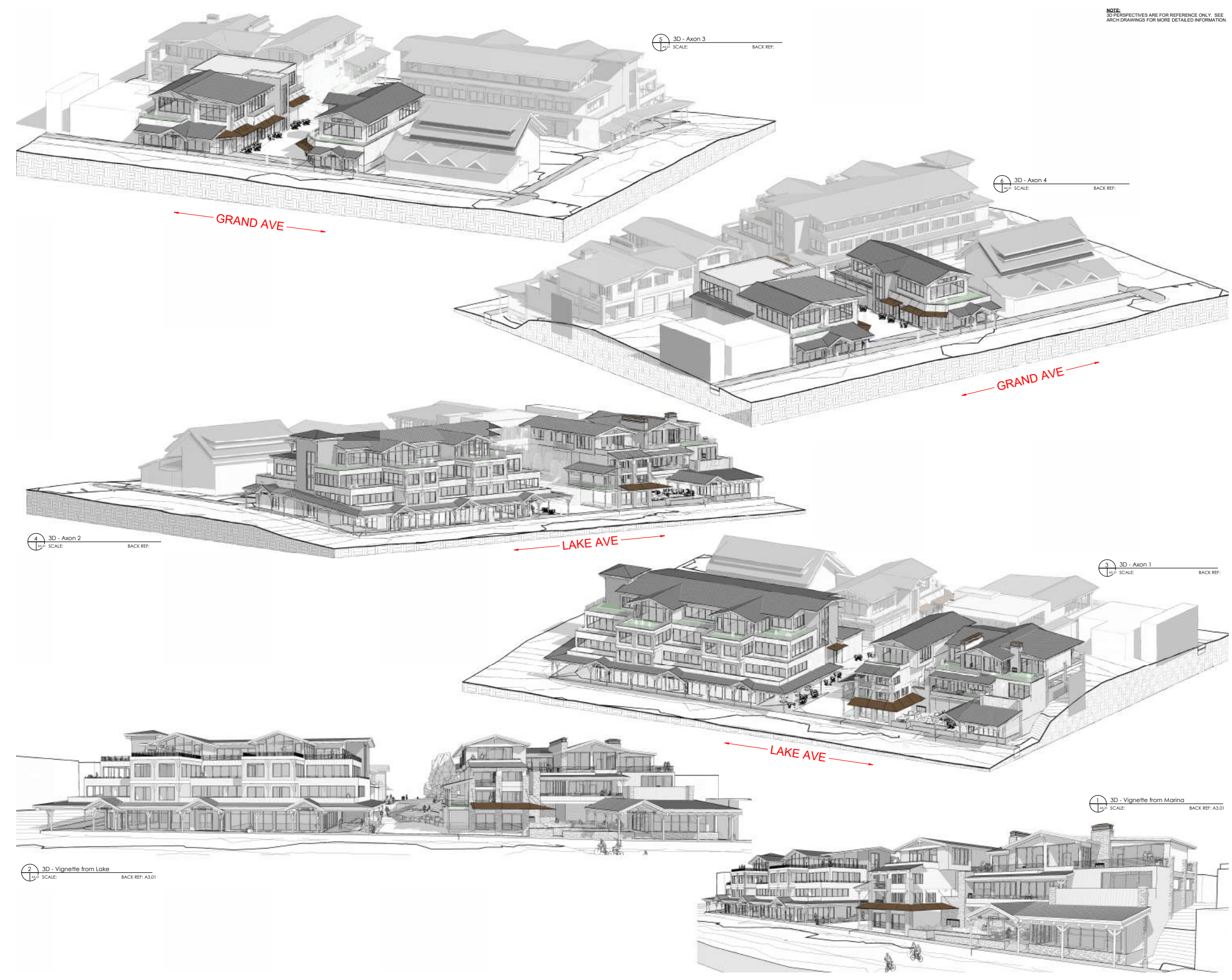
NOTE:
3D PERSPECTIVES ARE FOR REFERENCE ONLY. SEE
ARCH DRAWINGS FOR MORE DETAILED INFORMATION.

**KIOSK ON GRAND AVENUE, RESIDENTIAL ON GROUND FLOOR ON LAKE AVE
PREVIOUS ITERATION - FROM 06/30/2025**

LEATHERWOOD GRAND LAKE

Spirit Lake Condos, LLC

BLOCK 5, GRAND LAKE, CO 80447
PROJECT #2402



NOTE:
3D PERSPECTIVES ARE FOR REFERENCE ONLY. SEE
ARCH DRAWINGS FOR MORE DETAILED INFORMATION.

5 3D - Axon 3
SCALE: BACK REF:

6 3D - Axon 4
SCALE: BACK REF:

4 3D - Axon 2
SCALE: BACK REF:

3 3D - Axon 1
SCALE: BACK REF:

2 3D - Vignette from Lake
SCALE: BACK REF: A3.01

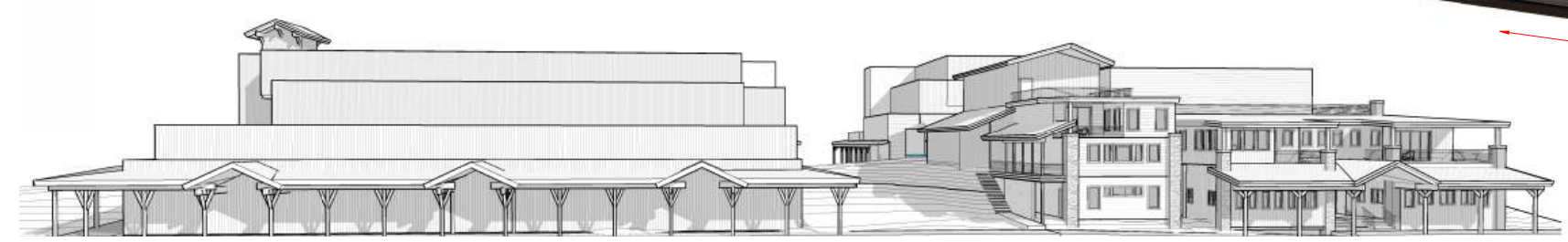
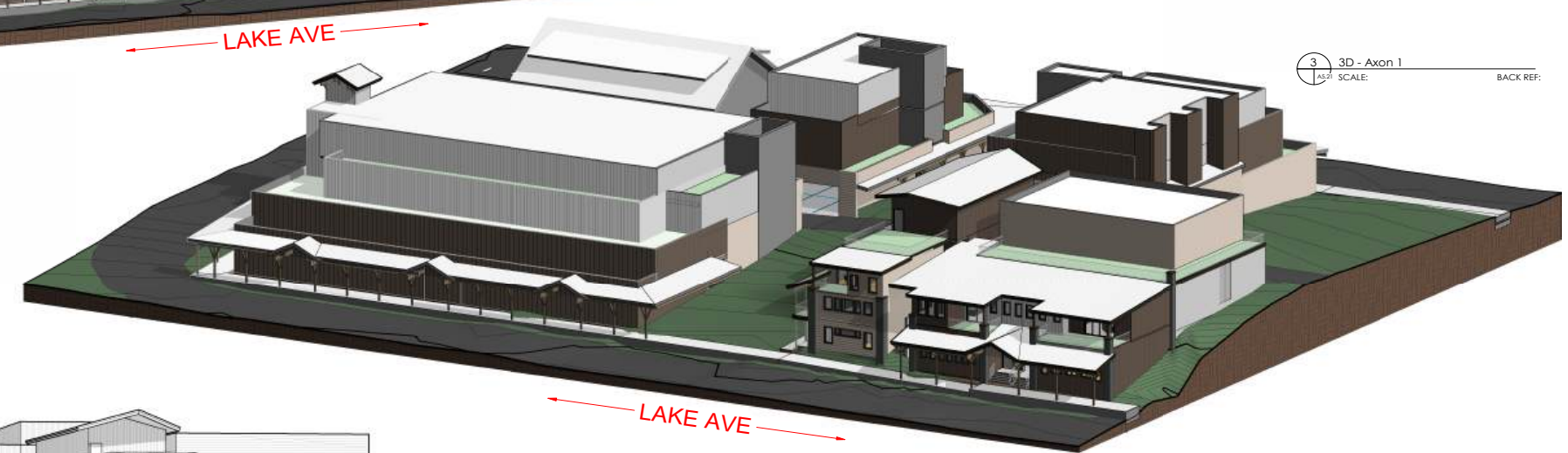
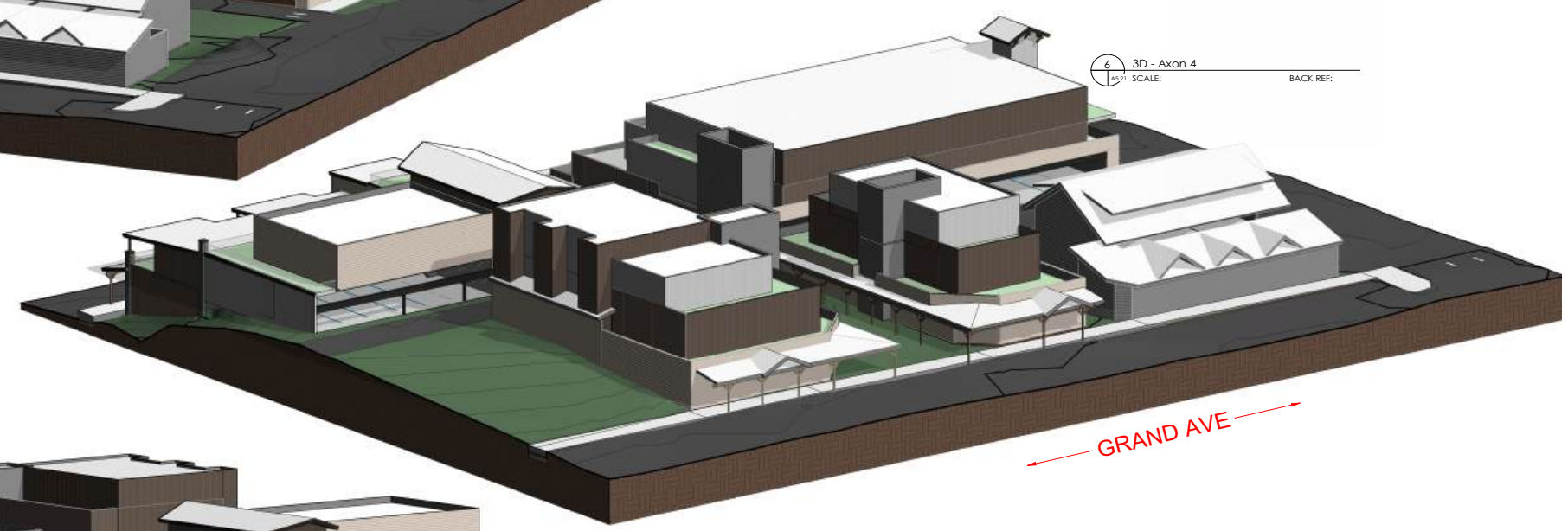
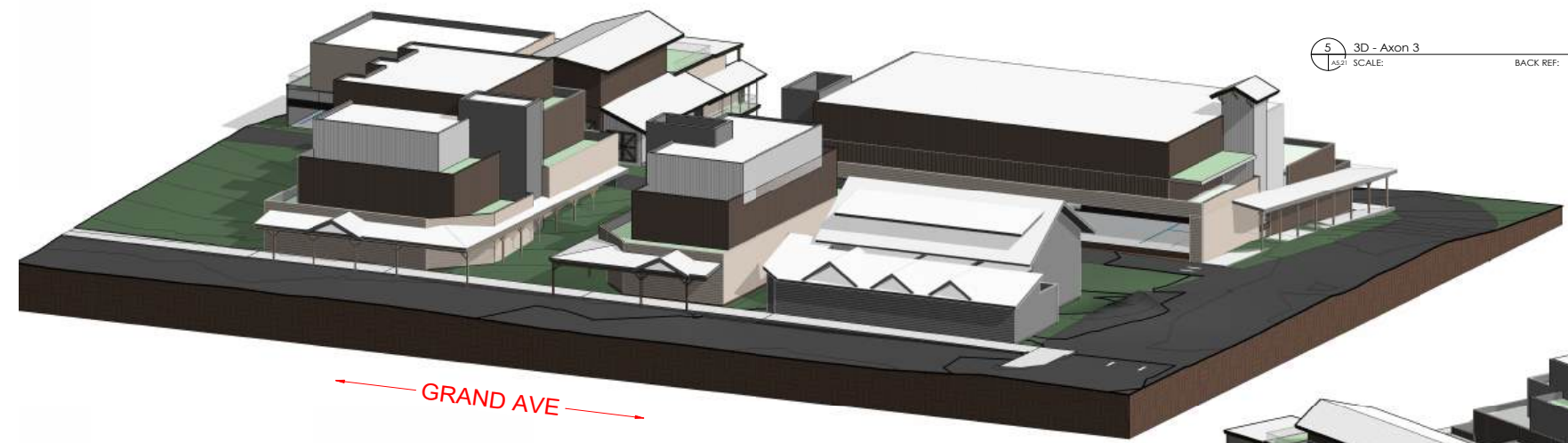
3D - Vignette from Marina
SCALE: BACK REF: A3.01

4-STORY BUILDING #1
PREVIOUS ITERATION - FROM 10/22/2024

LEATHERWOOD GRAND LAKE

Spirit Lake Condos, LLC
BLOCK 5, GRAND LAKE, CO 80447
PROJECT #2402

NOTE:
3D PERSPECTIVES ARE FOR REFERENCE ONLY. SEE
ARCH DRAWINGS FOR MORE DETAILED INFORMATION.



3D - Vignette from Beach
SCALE: 1/4" = 1'-0"
BACK REF: A3.01

**3-STORY MASSES ON GRAND AVE
PREVIOUS ITERATION - FROM 06/17/2024**

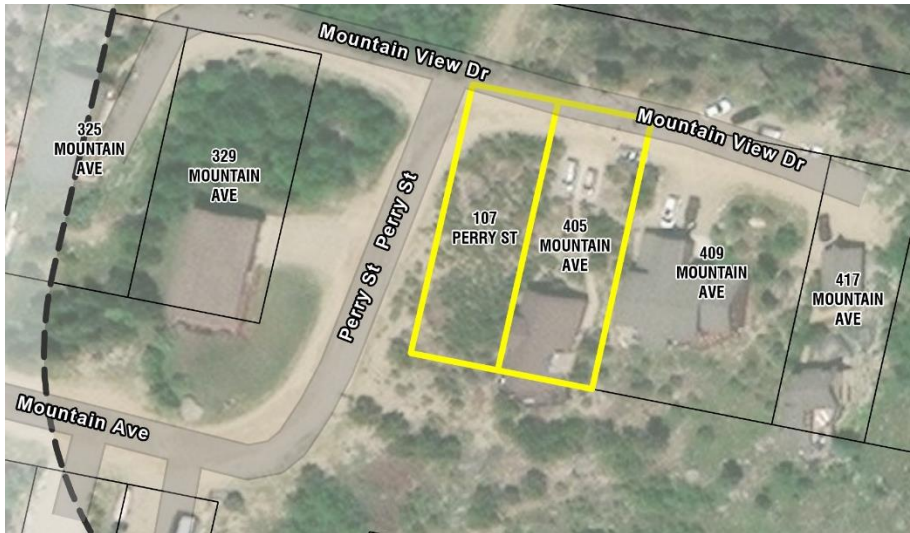


BOARD OF TRUSTEES STAFF MEMORANDUM

DATE: October 13, 2025
TO: Mayor and Board of Trustees
FROM: Emily Weber, Contract Staff - Planning Department
SUBJECT: **QUASI JUDICIAL (PUBLIC HEARING)** – Resolution 45-2025 – A Lot Consolidation located at 107 Perry Street and 405 Mountain Avenue.

Overview

- **Property Owner and Applicant:** Edna Stoddard
- **Applicant Representatives:** Diane Masterson
- **Project Location:** 405 Mountain Avenue



- **Project Zoning:** Single Family Residential – Medium Density
- **Attachments:**
 - Lot Consolidation Plat

The applicant is proposing to consolidate Lots 7 and 8, Block 31 into a single 14,963 square foot lot. Lot 7 currently contains a single-family home, while Lot 8 is vacant land. Both lots are under the same ownership. The applicant is not proposing any site plan modifications at this time and is only requesting to vacate the shared lot line between the two parcels.

Staff Analysis

Public notices for the proposed lot consolidation were completed in accordance with Municipal Code requirements outlined in Town Code Section 12-6-8(B)(3). Notices included details for both the Planning Commission and Board of Trustees meetings.

The staff analysis is based on review criteria established in Town Code Section 12-6-8 – Resubdivision Regulations. Per Town Code, the Planning Commission and Board of Trustees shall apply the following criteria when considering a lot consolidation application. Approval shall not be granted unless all criteria are 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' health, safety, and 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).

The proposed lot is a legal, conforming lot that meets the minimum standards outlined in the Town Code. The consolidation does not result in the creation of additional lots and does not negatively impact adjacent properties. Existing access to the site remains unchanged, and as such, the consolidation does not adversely affect drainage, utility easements, or rights-of-way.

Additionally, staff acknowledges that the applicant may propose a new ADA-accessible access in the future. Only one access point is permitted per site. Should the applicant wish to pursue access from the Perry Street right-of-way instead of the existing Mountain Avenue right-of-way, approval must be obtained from the Town Public Works Department.

Staff Recommendation

Staff finds that the application complies with Chapter 12, Article 6 of the Grand Lake Town Code.

Planning Commission Recommendation

The Planning Commission held a public hearing on the lot consolidation request during their regularly scheduled meeting on October 8, 2025. Following presentation by staff, the applicant, public comment, and discussion by the Commission, the Commission forwarded a recommendation for approval of the Lot Consolidation located at 107 Perry Street and 405 Mountain Avenue.

Sample Planning Commission Motions

Approval with or without conditions

I move to approve Planning Commission Resolution 45-2025, a resolution recommending approval of a Lot Consolidation located at 107 Perry Street and 405 Mountain Avenue.

... with the following conditions:

-

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

I move to deny Planning Commission Resolution 45-2025, a resolution recommending denial of a Lot Consolidation located at 107 Perry Street and 405 Mountain Avenue.

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 45 – 2025**

A RESOLUTION APPROVING A LOT CONSOLIDATION LOCATED AT 107 PERRY STREET AND 405 MOUNTAIN AVENUE.

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

Lot 7 and 8, Block 31, Town of Grand Lake according to the Plat recorded at Reception 9066, also known as: 107 Perry Street and 405 Mountain Avenue (the “Property”); and

WHEREAS, the Owner is requesting to consolidate the two lots to create one 14,963 square foot lot; and

WHEREAS, the Town received a Lot Consolidation application (the “Application”) from the Owner; and

WHEREAS, on October 8, 2025, the Planning Commission reviewed the Owners’ Lot Consolidation request at a Public Hearing; and,

WHEREAS, based on the Application, the representations of the Owner to the Planning Commission, and public comments, the Planning Commission has considered the following factors set forth in the Grand Lake Municipal Code Section 12-6-8(B)(4):

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' health, safety, and 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).

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

WHEREAS, the Board of Trustees reviewed the Application, the presentation by the Owner, the recommendation of the Planning Commission, and the public testimony presented at the regularly scheduled meeting on October 13, 2025; and

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

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

1. The Board of Trustees approves the Application. Unless specified otherwise, the Owner shall satisfy any outstanding items that may include:
 - a. Payment by the Owner of all legal, engineering, and administrative fees incurred by the Town in connection with the review, processing, consideration, and action on the Application.
 - b. Compliance by the Owner with all representations made to the Planning Commission and Board of Trustees during all public hearings or meetings related to the Application.
 - c. The Owner complies with all other federal, state, and local regulations, including but not limited to, obtaining building permits, business regulations, and right of way permits; and,
 - d. In granting this Request the Board is not obligated to grant similar requests in the future nor does granting this Request set a precedent for any future requests.
 - e. This authorization shall run with the transfer of the Property from the Owner to their successors, heirs, or grantees.
 - f. ANY ADDITIONAL CONDITIONS, IF APPLICABLE.

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

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

**DULY MOVED, SECONDED AND ADOPTED BY THE BOARD OF TRUSTEES OF
THE TOWN OF GRAND LAKE, COLORADO THIS 13TH DAY OF OCTOBER 2025.**

(S E A L)

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell
Town Clerk

Christina Bergquist,
Mayor

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

AMENDED FINAL PLAT

LOT 7A, BLOCK 31, TOWN OF GRAND LAKE

BEING A RE-PLAT OF LOT 7 AND LOT 8, BLOCK 31, TOWN OF GRAND LAKE
ACCORDING TO THE PLAT RECORDED AT RECEPTION 9066
SITUATED IN THE NE1/4 SECTION 6, TOWNSHIP 3 NORTH, RANGE 75 WEST OF THE 6TH PRINCIPAL MERIDIAN,
TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO

DEDICATION:
KNOW ALL MEN BY THESE PRESENTS:
THAT EDNA L. STODDARD is the owner of LOT 7 AND LOT 8, BLOCK 31, TOWN OF GRAND LAKE situated in the Town of Grand Lake, Colorado, described within the following documents:
BOOK 449 PAGE 957 AND BOOK 505 PAGE 543
That the owner(s) have caused said real property to be consolidated into one lot, laid out and surveyed under the name and style AMENDED FINAL PLAT OF LOT 7A, BLOCK 31, TOWN OF GRAND LAKE, and does hereby dedicate and set apart all of the streets, alleys, and other public ways and places as shown on the accompanying plat to the use of the public forever, and does hereby dedicate those portions of said real property which are indicated as easements on the accompanying plat as easements.

IN WITNESS WHEREOF EDNA L. STODDARD has caused her name to be hereunto subscribed this ____ day of _____ A.D., 20____

ATTEST:
EDNA L. STODDARD : _____

NOTARY:
STATE OF _____)
COUNTY OF _____)SS

The foregoing instrument was acknowledged before me this ____ day of _____ A.D., 20____ by EDNA L. STODDARD.

Witness my hand and official seal.
My Commission Expires: _____

(SEAL) _____
NOTARY PUBLIC

TOWN BOARD OF TRUSTEES CERTIFICATE
APPROVED THIS ____ day of _____ A.D., 20____ by the Board of Trustees, Grand Lake, Colorado.

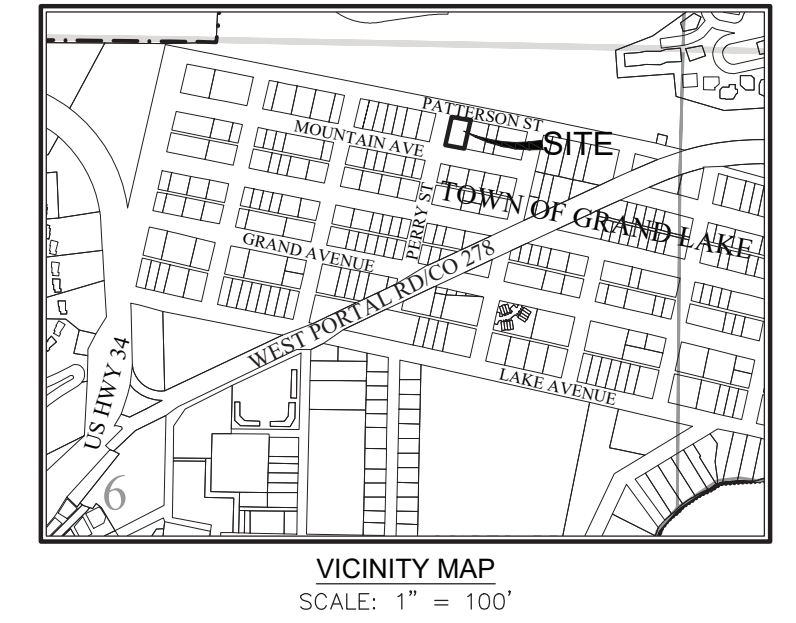
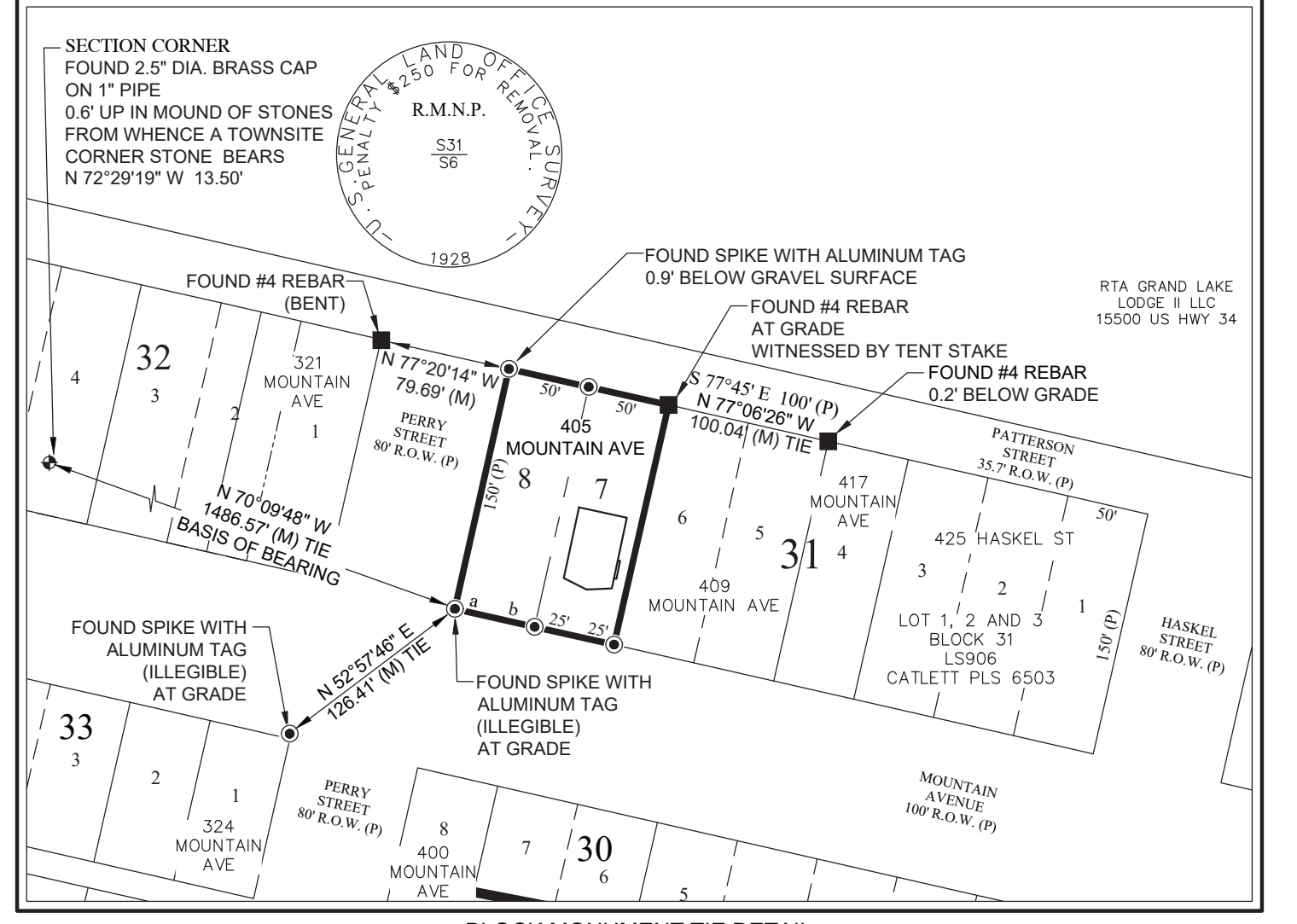
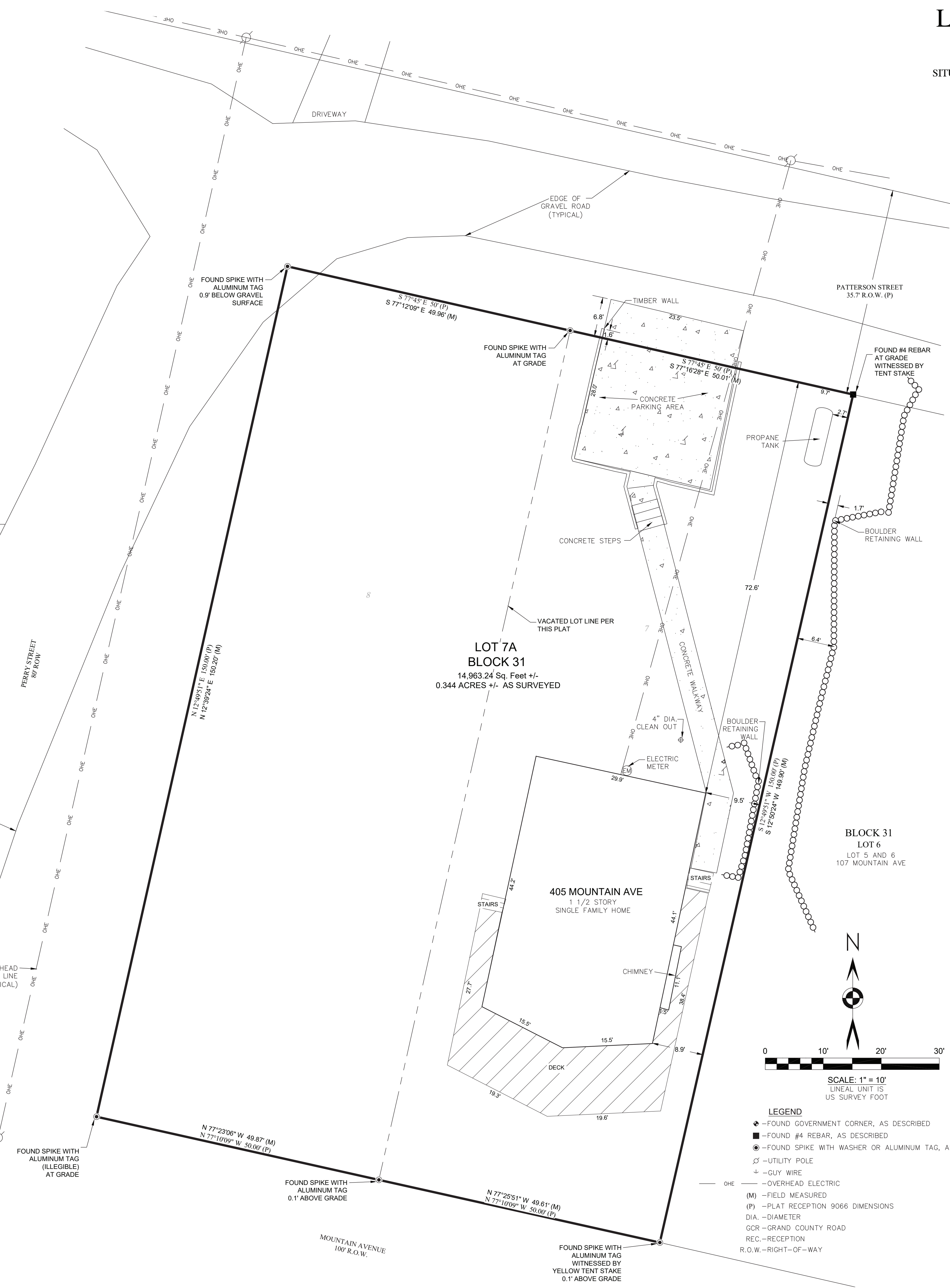
This Approval does not guarantee that the size or soil or flooding conditions of any Lot shown herein are such that a building permit shall be issued. This approval is with the understanding that all expenses involving necessary improvements for all utility services, street improvements, paving, grading, 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:
CLERK: _____ Town Clerk
MAYOR: _____ Mayor

PLANNING COMMISSION CERTIFICATE
APPROVED THIS ____ day of _____ A.D., 20____
Town Planning Commission, Grand Lake, Colorado

CHAIR: _____ Chairman

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



PROPERTY DESCRIPTION: (VESTED BY WARRANTY DEEDS AT BOOK 449 PAGE 957 AND BOOK 505 PAGE 543)
LOT 7 AND LOT 8, BLOCK 31, TOWN OF GRAND LAKE,
COUNTY OF GRAND,
STATE OF COLORADO.

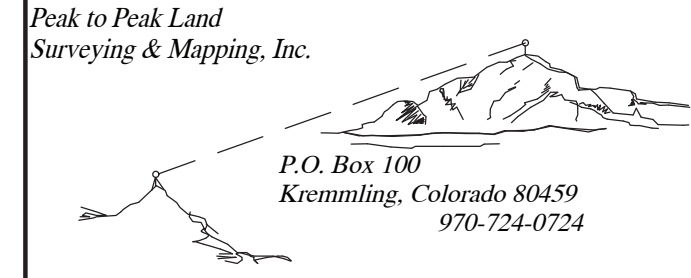
- SURVEY NOTES:**
- THESE LOTS ARE FOREVER COMBINED, NEVER TO BE SOLD, MORTGAGED, OR TRANSFERRED SEPARATELY.
 - THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SURVEY:
U.S. LAND OFFICE RECORDS:
a. GRAND LAKE TOWNSITE, BLM MAP C0060030N0750W0, DATED JUNE 29, 1889
GRAND COUNTY RECORDS:
b. THE TOWN OF GRAND LAKE, RECEPTION 9066 RECORDED AUGUST 15, 1903.
GRAND COUNTY LAND SURVEY DEPOSIT:
c. LS906, LAND SURVEY PLAT DEPOSITED ON APRIL 21, 1999 OF LOTS 1, 2 AND 3, BLOCK 31, STAMPED BY PLS 6503.
 - TITLE COMMITMENT No. XXXXXX**
 - THE BASIS OF BEARING FOR THIS SURVEY IS N 70°08'48" W, AS MEASURED BY REAL TIME KINEMATICS (RTK) GPS METHODS BETWEEN FOUND MONUMENTS AT THE SOUTHWEST CORNER BLOCK 31, TOWN OF GRAND LAKE AND THE SECTION CORNER AS SHOWN ON THE BLOCK MONUMENT DETAIL.
 - UNDERGROUND UTILITIES SHOWN ARE FROM SURFACE EVIDENCE ONLY. AN UNDERGROUND UTILITY LOCATE SERVICE IS RECOMMENDED FOR FURTHER DETAIL OF THEIR LOCATION. PLEASE CALL FOR A UTILITY LOCATE SERVICE BEFORE ANY EXCAVATION IS MADE.
 - GRAND LAKE ZONING IS SINGLE FAMILY RESIDENTIAL-HIGH DENSITY & INCLUDED IN THE THREE LAKES DESIGN REVIEW AREA.
SETBACKS PER TOWN OF GRAND LAKE:
FRONT= 25' SIDE= 10' REAR= 10'

SURVEYORS CERTIFICATE
I, KEITH E. LUTTRELL, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS AMENDED FINAL PLAT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, IT IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF, IT IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND THAT IT IS NOT A GUARANTY OR WARRANTY EITHER EXPRESSED OR IMPLIED.

KEITH E. LUTTRELL, PLS 36063
FOR AND ON BEHALF OF:
PEAK TO PEAK LAND
SURVEYING & MAPPING, INC.

FOR REVIEW

SHEET 1 OF 1
NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL



AMENDED FINAL PLAT
LOT 7A, BLOCK 31, TOWN OF GRAND LAKE
BEING A RE-PLAT OF LOTS 7 AND 8, BLOCK 31,
TOWN OF GRAND LAKE
ACCORDING TO THE PLAT RECORDED AT RECEPTION 9066
SITUATED IN THE NE1/4 SECTION 6, T.N. & 75 W OF THE 6TH P.M.
TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO
ALSO KNOWN AS 405 MOUNTAIN AVENUE



MEMORANDUM

Meeting Date: 9/22/2025

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

Re: Marquee signage Selection

Trustees:

The final component for the Town Marquee is the return of the classic reader sign.

Attached is the proposal from Lundsford Signworks. The architectural design calls for the three-dimensional sculpted back signage. Previous installations of two entrance signs reflect the same sculpted materials. Photos are attached for your reference





Date: September 25, 2025 **Address:** _____
Client: Town of Grand Lake _____ Section 9, Item F.
Attn: Steve Kudron _____
Phone: 319-361-9910 **Fax/ Cell:** _____

323 E. Grand Ave. ♦ PO Box 85 ♦ Hot Sulphur Springs, CO 80451
 (P) 970-725-3925 ♦ (C) 970-531-9096 ♦ www.LunsfordSigns.com

Project Description: New Town Park Signage With Changeable Reader Board

Sign Construction Options For Design D2, Double Faced, 72" x 76" Signs Including The Internal/ Welded Hanging Steel Support Frame And Changeable Reader Boards:	
Flat Composite, Flat Printed Graphics, 7-10 Year Life Depending On UV Exposure:	
1 - The signs would be constructed from 1/4" thick aluminum composite, overlaid with full color digital prints that have a clear UV laminate overlay to increase the durability.	<u>\$ 13,145.00</u>
Flat Custom Painted Aluminum Plate, Flat Graphics, 25+ Year Life:	
2 - The signs would be constructed from flat aluminum composite plate with flat graphics. Everything would have custom painted finishes in acrylic polyurethane with automotive clear coats for maximum long-term durability.	<u>\$ 18,172.00</u>
Flat Custom Painted Aluminum Plate, Three-Dimensional Graphics, 25+ Year Life:	
3 - The signs would be constructed as described in option above 2 with the addition of 1/2-1" thick, three dimensional graphics to give the sign more depth and interest.	<u>\$ 21,790.00</u>
Three-Dimensional Hand Carved Wood Alternative, 25+ Year Life:	
4 - The signs would be constructed from 1.5" thick wood alternative, laminated to an aluminum composite, with a recessed & hand textured background to look similar to carved wood. They would be painted with acrylic polyurethane and have an automotive clear coat for maximum durability. The graphics would be individually cut out, prismatically carved where possible, applied in separate layers to give the sign a true 3-D look.	<u>\$ 26,844.00</u>

Changeable Reader Board, 5 Lines Of 4" Letters, Extra Punctuation, Storage Case:	
5 - The reader board background would be constructed from aluminum, painted TBD and have hidden brackets on it's back side to attach to the included/ welded steel mounting frame.	<u>INCLUDED</u>

Notes:
 1 - The above prices are good for 3 weeks from the above date.
 2 - Since Lunsford Signs did not make the hanging brackets on the horizontal tubes or any of the free-standing structure we are not liable for it's structural integrity.

PROJECT TOTAL: <u>TBD</u>	PERMITTING: <u>N/A</u>
DESIGN: <u>INCLUDED</u>	SUB-TOTAL: <u>TBD</u>
TOTAL MATERIALS: <u>TBD</u>	LESS SIGN DEPOSIT: <u>50% REQUIRED</u>
TOTAL LABOR: <u>TBD</u>	AMOUNT DUE: _____
4.2% S & C TAX: <u>N/A-EXEMPT</u>	ORDER NUMBER: <u>TBD</u>
4% CITY TAX: <u>N/A-EXEMPT</u>	DELIVERY DATE: <u>TBD</u>

The design, prices, specifications, and conditions as described are satisfactory and are hereby accepted. You are authorized to begin the above described work. The colors and sizes as shown above or in the accompanying design will be matched to our best ability, but due to varying material and paint compatibilities, may not match exactly. A 5% penalty/ month will be assessed on past due accounts after two weeks. All plans are the exclusive property of Lunsford Signs, and are submitted to your company for sign and/or design purchase consideration only. Rights to reproduce any and all artwork remain with Lunsford Signs unless otherwise specified. They may not be reproduced in any manner without written permission. In the event plagiarism or theft occurs, Lunsford Signs expects reimbursement up to \$5,000/ sheet as compensation for time and effort entailed in creating these plans and/ or designs. Lunsford Signs retains ownership of all signage until the account is paid in full. The above described signage shall be considered at all times to be personal property of the seller, regardless of the manner in which the personal property is annexed or attached to the realty. In the event of payment default, seller may at once, and without process of law, take possession of and remove any of the above mentioned personal property. In the event Lunsford Signs performs repairs on signage not originally manufactured by our company, Lunsford Signs accepts no liability for damage to, or damage caused by the malfunctioning signage in question. Lunsford signs guarantees its' products for a period of one year from the date above to be free of any manufacturing defect as determined by us. We do not warrantee any product against vandalism, or environmental damage including UV rays and abnormally high wind. Any warranties on products sold herein, including internal and external components, are those made by the individual product manufacturer. The seller hereby expressly disclaims all warranties, either expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose in connection with the sale of said product.

SIGNATURE _____ **COMPANY TITLE** _____ **DATE** _____



MEMORANDUM

Meeting Date: 10/13/2025

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

Re: Appointment of Budget Officer

Historically, the Town Manager has held the title of Budget Officer, while the Treasurer has been responsible for all budget preparation and compliance work. To comply with Colorado’s Local Government Budget Law (C.R.S. 29-1-104), we need to formally designate a Budget Officer. This officer is responsible for preparing the annual budget for the town. The budget officer ensures that the budget aligns with statutory requirements and is submitted in a timely manner for adoption by the governing body.

Motion: I move to appoint _____ as the Town’s Budget Officer, in accordance with Colorado’s Local Government Budget Law (C.R.S. 29-1-104).