



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING AGENDA

Monday, January 09, 2023, 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/85710915485>

You can also dial in using your phone.

United States: 719-359-4580

Access Code: 857 1091 5485

WORK SESSION 4:30 PM

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Items of Discussion
 - A. Marijuana Ordinance Discussion
 - B. Employee Retention & Benefits 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
7. Public Comments (Limited to 3 Minutes)
8. Consideration to Approve Meeting Minutes
 - A. December 12, 2022
9. Consideration to Approve Accounts Payable
 - A. January 9, 2023
10. Items of Discussion
 - A. Consideration of Designation of Posting Notices of Public Meetings
 - B. Consideration of Resolution 01-2023, Updating the Rules & Regulations of the Grand Lake Cemetery.
 - C. Consideration of Resolution 02-2023, Authorizing Signatories to Town Bank Accounts
 - D. Consideration of Ordinance 01-2023, Amending Grand Lake Municipal Code 4-2-2, Purchase Authorization
 - E. Consideration of Approval of a Bid for Board Room AV Equipment
 - F. Consideration of Resolution 03-2023, Approval of a Fee Schedule for Town Services and Property Rentals
11. Future Items for Consideration
12. Mayor's Report
13. Adjourn Meeting

TO: Grand Lake Board of Trustees
FROM: Brian Blumenfeld, Esq. – RZA Legal
DATE: Submitted January 3, 2023
RE: Marijuana Legalization Workshop – January 9, 2023

The below outline includes certain marijuana legalization topics for the Board of Trustees (the “Board”) to review and discuss at the January 9, 2023 town workshop. In addition to informational content, the outline consists of examples and recommendations meant to generate discussion and questioning, and to explore the advantages and disadvantages of various regulatory and policy options. Counsel strongly recommends that the Board hear comments and consider input on these issues from the public, members of the marijuana industry, and other interested stakeholders.

I. NUMBER OF DISPENSARIES:

Summary: Ballot Measure 2C (permitting marijuana operations in Grand Lake), and Ballot Measure 2A (permitting a new tax on recreational marijuana operations), leave to the Board the decision over how many dispensaries to permit in the town.

Recommendation: Draft ordinance for one (1) dispensary license to be initially awarded under a lottery system (see below re: lottery). The Board may then review, one year from the opening of the first dispensary (or upon motion by Trustee), the impacts of marijuana legalization and the operations of the first dispensary. Upon such review, the Board shall have the discretionary authority to allow for one (1) additional dispensary, to be awarded under a new lottery. At no time shall there be more than two (2) licensed dispensaries in the town. If at any time a dispensary has its license revoked or its license becomes inactive, the Board shall have the authority (though not the obligation) to conduct a new lottery for granting a new license.

***12/12/2022 Town Workshop- suggestion made by Trustees to proceed with this recommendation.**

II. LOTTERY: *The Board has indicated specific interest in conducting a licensing lottery. The outline below provides an example of a lottery system. The Board should review and discuss each line item and the variations available thereto. Many of the line items below can also be used in a merit licensing system, if the Board chooses that model.

- A. Example of Lottery Procedure, Timeline, and Application Content:
 - 1. Ordinance passes on 1/1/2023 (to begin with a round number).
 - 2. Town creates application forms and posts same to town website by 2/15/2023.
 - 3. Window for submitting application to town for entry into lottery opens on 2/15/2023 and ends 4/1/2023.
 - a) Application for entry into lottery includes:

- (1) Completed town application forms;
 - (a) Entities: Form of entity, organizational chart, entity structuring and funding, corporate governance documents
 - (b) Individuals: Criminal Disqualifications (cf. with MED FOS below; questionnaire re: criminal history and disclosures, etc.
 - (c) Ensure no common control / separate funding / strawman among applicants;
 - (d) Prohibit 'formula businesses' (chains)?
- (2) Proof of submission to state Marijuana Enforcement Division ("MED") an application for Findings of Suitability ("FOS"); see MED FOS application included in hearing packet.
- (3) Executive summaries– this requirement is recommended to prove that applicants have (i) a demonstrated commitment to pursuing licensure, (ii) at least a baseline knowledge of state and local marijuana laws, regulations, policies, procedures, and (iii) familiarity with the marijuana industry and/or highly regulated business operations (this requirement will also help to vet out unqualified and/or uncommitted lottery candidates, and will thereby help to decrease the risk of failure in the one selected licensee) :
 - (a) Business Plan;
 - (b) Actual or proposed funding plan (prove access to adequate capital for starting business, or plan to secure such adequate funding);
 - (c) Operations Plan;
 - (d) Security Plan;
 - (e) Community Impact Plan, including hiring/employment plan;
 - (f) Proof of control or conditional control of qualifying location; or plan for acquiring same:
 - (i) Allow for real estate purchase closing or lease commencement to be conditioned on license approval;
 - (ii) The Board could *require* proof of a qualifying location for entry into the lottery. Discussion Point: This would likely advantage existing building owners, and/or high capital applicants who can afford (before knowing if they will be selected in lottery) the upfront costs of (1) a real estate purchase or purchase option, (2) a premium rent

amount for marijuana use tenancy, and/or (iii) a lease commencement holding fee pending licensing approval, etc. This would likely disadvantage smaller business applicants who often structure their investor funding to be contingent on licensing approval, conditional approval, or lottery selection.

(g) Personnel resumes, including business experience and community involvement;

(4) For “bonus” weight in lottery:

- (a) Proof of town or county residence;
- (b) Proof of local community involvement/service;
- (c) Proof of Social Equity certification from MED
 - (i) This is a socioeconomic classification vetted by the state.

(d) Discuss: other

(e) Legal note: If use localist weighting, counsel recommends providing legislative findings and/or preamble declarations for reasons why awarding weighted criteria. If weighting is challenged under DCC or Equal Protection, ordinance must be clear that the localism preference advances a legitimate governmental purpose/interest, and is not mere discrimination against non-locals.

- 4. For approval of entry into lottery, applications must be complete and submission materials must demonstrate:
 - a) Knowledge of state and local laws and regulations;
 - b) Knowledge of cannabis industry and/or competence in operating a business in another highly regulated industry;
 - c) Professionalism in business/operations/funding plans/
 - d) *Or, applicant responses to each of the above §3 submission categories can be graded on a points system, with a minimum point requirement to qualify for lottery. If choose point system, can award “bonus” points for local/social equity/etc.
- 5. Incomplete applications will be given deficiency notice by town and have fifteen (15) days from notice date to correct deficiency.
- 6. Applications to be reviewed for meeting §4 criteria regarding §3 submission categories, or for awarding points to §3 submission categories, by (for one option/example):
 - a) A Review Committee, consisting of:
 - (1) staff member(s);
 - (2) board member designated by board;
 - (3) representative from other town departments;

- (4) one local business owner (interested business owners could apply for review committee membership and be chosen by lot);
- (5) one local homeowner/resident (interested homeowners/residents could apply for review committee membership and be chosen by lot);
- (6) third-party consultant /marijuana industry expert.
- b) *If a Review Committee is created, the ordinance or Board can designate it as the Local Licensing Authority, or delegate to it certain LLA powers.
- 7. Review committee either determines if applicant is approved for entry into lottery, or makes recommendation to Board and Board determines approval for entry.
- 8. Final decisions on lottery entrants made by 5/1/2023.
- 9. Lottery conducted at public meeting on 5/15/2023.
- 10. Applicant chosen in lottery has until 7/1/2023 to submit to town proof of:
 - a) (If not requiring qualifying location prior to lottery:) Possession of qualifying location; including, if a lease, consent from property owner for dispensary use;
 - b) Access to adequate start-up funding;
 - c) Final FOS and Business License approval from state MED;
 - d) Other business or personnel information / documentation requested by the town. Can require a 'comprehensive business plan' which builds of the executive summaries required for lottery entry.
 - e) Evidence of support from local residents/property owners/business owners/etc? - This can be in the form of a signature petition (require minimum # of signatures?), submitted comments, public testimony, support letters, etc.
- 11. *Applicant can also be required to apply for a Conditional Use Permit with the Planning Commission pursuant to 12-31-B. The Planning Commission would review the use "to assure compatibility and harmony...with both the surrounding properties and the town at large." (12-31-B(2)). The PC would then make a recommendation to the Board for approving or denying a CUP. ([LINK](#) to GL Town Code section for Conditional Use Permits and Process).
- 12. Public hearing before Board for vote on final approval of local license (and CUP if required) held 8/1/2023. Board vote based on 'Health, Safety, Welfare' standard and CUP standards.
 - a) If approved, Board may attach license conditions specific to licensee's property, building, business operations, personnel, signage, etc.
- 13. If approved, applicant has six (6) months from date of local approval to begin operations open to the public (six (6) months is on the short end of the turnaround timeframe). If applicant cannot meet this deadline, applicant can request Board to grant extension

for good cause. If no extension granted, license is revoked, and town begins lottery process over to select another applicant.

B. PROCEDURES: Board reserves authority to promulgate rules, regulations, guidance, procedures, etc. to faithfully implement foregoing.

C. RENEWAL

1. A license is valid for one (1) year. Licensees must apply to renew license each year. Board may, in its discretion, hold hearing on renewal. For renewal, licensee must demonstrate compliance with all state and local laws, and all license conditions. If Board finds violations of above or demonstrable incompetence / inability to operate, Board can reject renewal of license.

III. ZONING / LOCATION:

Summary: State law does not restrict the location of marijuana businesses, and state law does not impose distance minimums from marijuana businesses to other properties with specific uses (e.g. schools, parks, churches, etc.). Town’s Draft Marijuana Ordinance §6-5-5(b) states that dispensaries may operate within the Commercial Zoning District or a Planned Development District, but not in the Central Business District. Per Draft Regs §6-5-5(c)(1), a dispensary must be at least (a) 1,000 ft from “any educational institution or school”, (b) 200 ft from “any existing licensed childcare facility at the time of initial application”, or per §6-5-5(C)(2) 500 ft from another dispensary.

To Clarify: Will dispensary be a Use by Right, or will the applicant be required to go through the planning commission process for a Conditional Use Permit? If Use by Right, then must add ‘duly licensed marijuana dispensary’ to Use by Right list in §12-2-18 (commercial); and if allowing in commercial-transitional, then also add to list in §12-2-17 (or, if allowing in commercial-transitional, then can add ‘duly licensed dispensary’ to definition of ‘Neighborhood Business’ which is in definition section of land use regs at §12-2-6).

Distance Minimum Example for Gaming Use, from GL Town Code §12-2-17(8):

“Limited Gaming, to the extent authorized by (Constitution of the State of Colorado, Section 9, Article XVIII), provided that no portion of any building used for or in connection with such purposes shall be within five hundred (500) feet of any church, or any public, parochial, or private school, or any public or historical property, for the purposes of this Ordinance, "Public or Historical Property" shall mean all property other than public streets and sidewalks that is owned or administered by or for a local, state or Federal government, including all agencies and subdivisions thereof, or historical society, which public or historical property shall include, without limitation, those properties commonly known as Triangle Park, Hilltop Park, Point Park, Town Square, Town Beach, Lake Front, Chamber of Commerce, Kauffman House, United States Post Office, Rocky Mountain National Park, and Arapaho National Forest; said five hundred (500) feet shall be computed consistent with measurements made pursuant to C.R.S. § 12-47-111(2).”

***No Distance Minimums in GL Town Code Re: Alcohol.**

Distance Minimums Required Under State Statute for Alcohol Establishments (CRS §44-3-313): 500 feet from schools (public, private, university) and seminaries; local municipal authority to modify requirement.

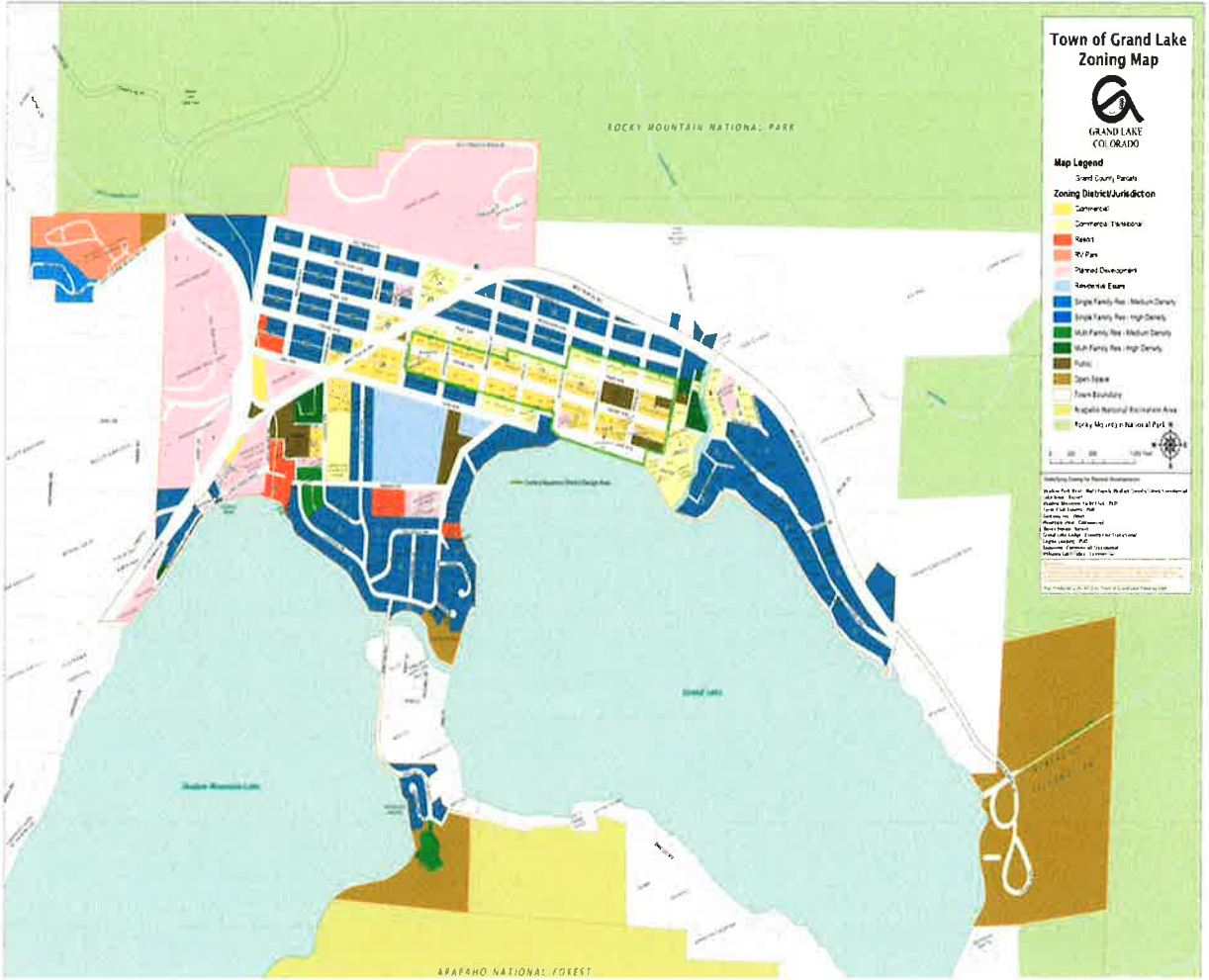
Recommendation: The Board should discuss, and hear public comment regarding, the zoning and distance restrictions for dispensaries. A critical factor to weigh is how realistic it will be for a dispensary applicant to find a qualifying location, balanced against the Board’s interest in keeping dispensaries out of certain zoned areas or far enough away from certain property uses (schools, parks, etc.). If qualifying locations are too restrictive, applicants selected in the lottery may not be able to find a property and therefore will be unable to open / proceed with final licensing process. If the Board chooses to require proof of qualifying location for entry into lottery, see §II(A)(3)(f) above, then the more restrictive the zoning/distance minimums are, the fewer lottery entrants there will be.

Once zoning/distance decisions are made, staff should create a marijuana-specific map, showing all zones where dispensaries will be permitted, and including in distance restrictions and map scale in the map key.

***12/12/2022 Town Workshop- suggestion made by Trustees to prohibit dispensaries on Park east of Broadway.**

Notes: “Central Business District” is only defined, and shown on a town map, in Exhibit A to Ordinance 04-2022 (see map below). It is not defined in the town code, on the 2020 zoning map or in the town comprehensive plan. This makes it difficult for stakeholders or the public to locate the maps needed to fully understand marijuana zoning. Counsel recommends including current relevant maps under a ‘Marijuana Legalization’ tab on town website (which should also include all marijuana workshop materials). Also, the language in §1 of Ordinance 04-2022 describing the Central Business District (“CBD”;-) states that the CBD runs along Park from Hancock to Vine; but the map attached to the Ordinance as Exhibit A shows the CBD running along Park from Hancock to Ellsworth. Counsel believes the map is correct and §1 is mistaken, but either way for everyone’s clarification the Board should address and correct the inconsistency.

[zoning map on following page]



*Central Business District outlined on map in green

**12/12/2022 Town Workshop- suggestion made by Trustees to prohibit dispensaries on Park east of Broadway.

IV. DESIGN, SIGNS AND MARKETING

- A. Conditional Use Permit - the marijuana ordinance could require the selected lottery applicant to proceed through the Conditional Use Process. See above §II(A)(11); see also GL Town Code 12-31-B ([LINK](#) to GL Town Code section for Conditional Use Permits and Process).
- B. Building Design Review – Chapter 12 (land use) Article 7 of the Town Code provides thorough design standards and a design review process. The marijuana ordinance could require licensee(s) to undergo such a design review (in all cases, or if making any changes impacting external materials or appearance). This will ensure that any dispensary complies with the

“Purpose” of the design review standards in §12-7-2 of the Town Code, which states:

“An historical perspective is extremely important to the Town, therefore it is the intent that new materials and innovations will strengthen and be harmonious with the "historic western" feel of the Town. A creative and rigorous approach to the best selection and application of building materials will generate a more inviting, vibrant and harmonious appearance to the Town.”

C. Signage- Chapter 6 (business regulations), Article 2 of the town Code provides extensive sign regulations and a sign review/permitting process.

1. Town’s Draft Marijuana Ordinance §6-5-5(e) adds restrictions specific to marijuana:

a) “Advertisements, signs, displays or other promotional material depicting marijuana uses or symbols shall not be shown or exhibited off the premises. No signage associated with a retail marijuana establishment shall use the word "marijuana," or any other word or phrase commonly understood to refer to marijuana. No signage may display photographs or other representations of marijuana plants.”

b) Consider changing above where it states “...off premises” to “...**on or** off premises.”

2. Ensure all signage consistent with surroundings / character of neighborhood and town.

a) Consider requiring the Review Committee (see §II(A)(6)(a) above) to approve, or provide an approval recommendation for, the signage plan.

D. Examples of Exterior Dispensary Design in CO:

1. Picture of a dispensary in Ridgeway, CO as an example of discrete and tasteful design with neighborhood compatibility:



- 2. Picture of a dispensary in Dumont, CO as an example of non-discrete design and potential lack of neighborhood compatibility:



V. TOPICS FOR NEXT WORKSHOP:

- A. Taxation
- B. Application and Licensing Fees
- C. Restrictions on Transfer of Ownership / Ownership Structure
- D. Federal lands: notices / signage / labeling
- E. Other



COLORADO
Department of Revenue
Marijuana Enforcement Division

Marijuana Finding of Suitability Application – Natural Person

Marijuana Enforcement Division

Colorado Marijuana Enforcement Division

Natural Person – Finding of Suitability Application Instructions

APPLICATION CHECKLIST

- 1 Application Type**
Owner: Any Natural Person who holds 10% interest or more of the Owner's interest of a RMB; Executive Officer, Manager or any other Person or affiliate that is otherwise in a position to execute Control of the RMB.
- 2 Application Fully Completed**
 Type or clearly print, in English, an answer to every question. If a question does not apply, indicate with an N/A. If the available space is insufficient, continue on a separate sheet and precede each answer with the appropriate title. Sign and date the application. **Attach a copy of your Real ID compliant state issued or Government ID (i.e. passport) or driver's license (or see website for additional forms of ID accepted).**
Notice: You are required by state law to provide your social security number. If you do not have a social security number, you must complete a sworn statement stating you do not have a social security number.
- 3 Application Contents**
- Disclosure Requirements
 - Main Application
 - Authorization Forms
 - Fingerprint Verification Form
- The disclosure requirements and the main application must be completed in full by all applicants.
- 4 All Forms Signed and Attached**
 The following accompanying forms must be completed, signed and returned with the application:
- Affidavit- Restrictions on Public Benefits
 - Affirmation and Consent
 - Tax Check Authorization and Request to Release Information
 - Investigation Authorization / Authorization to Release Information
 - Applicant's Request to Release Information
 - Affirmation of Eligibility for Social Equity License
- 5 Required Disclosures**
- See Suitability Required Disclosures (page 1 of application)**
 - Upon request by the Division, an applicant must provide additional information or documents required to process and investigate the application, within seven (7) days of the request.
 Please note: This deadline may be extended for a period of time commensurate with the scope of the request.
- 6 Application and License Fees**
All applications and documentation submitted must be single-sided and on 8.5x11 inch paper.
 See fee table on website: SBG.Colorado.gov/MarijuanaEnforcement
 Application fees remitted to the State Licensing Authority and/or the Department of Revenue are non-refundable.
- Submit complete application packet.
 - Checks (in the name of the applicant or applicants attorney's trust account), money orders and major credit cards (subject to service charge), are acceptable forms of payment.
 - Mail-in applications can only be paid by check or money order
- 7 Application Submittal**
 Applications can be submitted in person or by mail with all attachments and requisite fees to:
 Marijuana Enforcement Division
 1697 Cole Blvd., Suite 200
 Lakewood, CO 80401
 ATTN: Business Licensing
- NOTE: Incomplete applications will not be processed. Applicants must collect the incomplete application and fees (including those mailed in or delivered via courier), from the Lakewood Office prior to the end of the next business day.**

Suitability Required Disclosures

What type of application will this suitability be associated with?

- New Business (All required Findings of Suitability must first be obtained prior to any new business application submission).
- Change of Ownership with license # _____
(Applications for Finding of Suitability associated with Change of Ownership applications must be submitted at the same time).
- Change of Ownership Exemption with license # _____
- Social Equity Program

Provide 180 days of account statements used to acquire ownership or proof of ownership, for 180 days, of other assets being used to secure ownership interest.

Provide a copy of a Real ID compliant State issued or Government ID (state issued Driver's License, state issued ID or Government issued passport)

Fingerprint information (see instructions provided in the application)

Glossary of Terms:

RMB - Regulated Marijuana Business

CBO - Controlling Beneficial Owner

PBO - Passive Beneficial Owner

IFIH - Indirect Financial Interest Holder

QII - Qualified Institutional Investor

QPF - Qualified Private Fund

PTC - Publicly Traded Company

SE - Social Equity

Pursuant to section 44-10-305(4), C.R.S., prior to submitting an application for a license, registration or permit, the applicant needs to be aware that having a medical marijuana or retail marijuana license and working in the medical marijuana or retail marijuana industry may have adverse federal immigration consequences.

Affirmation of complete application

Signature	THIS FORM MUST BE SIGNED IN ACROBAT PRO OR READER	REQUIRED	Printed Name	Date (MMDYYYY)
-----------	--	-----------------	--------------	----------------

Natural Person Finding of Suitability Application Form

Why are you applying? (Check one of the following):											
<input type="checkbox"/> CBO		<input type="checkbox"/> PBO		<input type="checkbox"/> Executive Officer		<input type="checkbox"/> Social Equity CBO		<input type="checkbox"/> Manager		<input type="checkbox"/> Reasonable Cause	
Position Held											
Applicant's Last Name (Please Print)				First Name (Please Print)				Full Middle Name			
Maiden/Married Names Used (Full Name) (Attach separate sheet if necessary)						Nicknames, Aliases, Etc. Used (Full Name) (Attach separate sheet if necessary)					
Gender <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/> X		Race <input type="checkbox"/> Asian <input type="checkbox"/> Mixed Race <input type="checkbox"/> Black <input type="checkbox"/> Native American <input type="checkbox"/> Caucasian <input type="checkbox"/> Native Hawaiian/Pacific Islander <input type="checkbox"/> Hispanic/Latino <input type="checkbox"/> Undisclosed/Unknown									
Date of Birth (MMDDYYYY)		Social Security Number		Government Issued ID & Jurisdiction							
Place of Birth: City						State/Prov		Country			
Physical Appearance ⇨		Height (in feet & inches)		Weight (in pounds)		Hair Color			Eye Color		
U.S. Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No		*If "No", List Country of Citizenship									
Physical Address											
Address (include unit or apartment number)				City		County		State/Prov		ZIP	
Length of time at this Address:		Home Phone Number		Cell Phone Number		Email Address					
Year(s)	Month(s)	()		()							
Mailing Address (if different from Physical Address)											
Address (include unit or apartment number)						City		State/Prov		ZIP	
Name of Marijuana Business Associated with						Marijuana Business Phone Number ()		Marijuana Business Contact Name			
Marijuana Business Address						City		State		ZIP	
Applicant's Signature								REQUIRED		Date (MMDDYYYY)	
THIS FORM MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER											

Applicant's Last Name (Please Print)	First Name (Please Print)	Full Middle Section 4, Item A.
--------------------------------------	---------------------------	--

NOTICE: The Finding of Suitability Application Form is an official document. If you provide false information on your marijuana license application and/or do not disclose all information the application asks, your application is subject to denial, and you may be subject to criminal prosecution. The Marijuana Enforcement Division will conduct a complete background investigation and will check all sources of information.

1. Have you been convicted of a felony in the 3 years immediately preceding this application? (Unless charge was prior to age 18 and was adjudicated as a juvenile)	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Are you currently subject to a sentence for a felony conviction, including probation, parole or a deferred judgment or sentence? (Unless charge was prior to age 18 and was adjudicated as a juvenile)	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Have you failed to remedy an outstanding delinquency for any judgments, taxes, interest or penalties due to the Department of Revenue, relating to a Regulated Marijuana Business?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Are you a licensed Physician making marijuana patient recommendations? (Medical Only)	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Have you had your authority to act as a primary caregiver revoked by the State Health Agency? (Medical Only)	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Are you under 21 years of age at the time of this application?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Are you a sheriff, deputy sheriff, police officer, or prosecuting officer, or an officer or employee with the marijuana state licensing authority or a local licensing authority?	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Are you a Person that is a "Bad Actor" under rule 506(d) promulgated pursuant to the Federal "Securities Act of 1933", as amended and subject to 17CFR230.506(d)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Are you a person that is prohibited from engaging in transactions pursuant to this Article 10, due to its designation on the "Specially Designated Nationals and Block Person" list maintained by the Federal Office of Foreign Assets Control?	<input type="checkbox"/> Yes <input type="checkbox"/> No

I have thoroughly read and understand the questions above, and understand that I **cannot** hold a Colorado Marijuana license if I answered "Yes" to any of the questions above.

Applicant's Signature	Date (MMDYYYY)
-----------------------	----------------

THIS FORM MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER REQUIRED

Applicant's Last Name (Please Print)	First Name (Please Print)	Full Middle
--------------------------------------	---------------------------	-------------

Licensing	
<p>1. Provide a list of any privileged or professional licenses, with license numbers, you have held within the last three (3) years prior to the submission of the Finding of Suitability Application. List those that were issued by the Colorado Department of Revenue or the Department of Regulatory Agencies, including all marijuana licenses.</p>	<input type="checkbox"/> None
<p>2. Have you or any business entity owned by you, ever owned or applied for a Marijuana license in this or any other jurisdiction, foreign or domestic?</p> <p style="margin-left: 20px;">a. If so, have you ever been subject to any of the following actions: (1) denial; (2) surrender; (3) order to show cause; (4) suspension; (5) revocation; (6) stipulation or settlement.</p> <p>If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
<p>3. Do you now own, have ever owned, or otherwise derive(d) a benefit from assets held outside the United States (other than Canada)?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>4. Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign security law or regulation ever been filed or entered against you or a business entity? If YES, explain on a separate sheet of paper.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>5. Have you or are you involved in a civil lawsuit in regards to a marijuana business? If YES, provide details on a separate piece of paper.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>6. List any sanctions, penalties, assessments, or cease and desist orders imposed by any securities regulatory agency, other than the United States Securities and Exchange Commission. (Provide on a separate sheet.)</p>	

Criminal History
(DO NOT DISCLOSE CRIMINAL HISTORY WHERE NON-CONVICTION RECORD HAS BEEN SEALED OR EXPUNGED)

<p>1. In the last 3 years have you been convicted of ANY crime that resulted in a Felony conviction, including but not limited to, probation, parole, deferred judgment or sentence, in this or any other country?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>2. Are you currently serving a sentence, serving a deferred sentence, on probation or parole for a felony?</p> <ul style="list-style-type: none"> • You must include ALL felony arrests, charges, and convictions in the last 3 years (unless charge was prior to age 18 and was adjudicated as a juvenile), regardless of the outcome, even if the charges were dismissed or you were found not guilty. • NOTICE: Do not rely upon your understanding that an arrest or charge is “not supposed to be on your record.” A criminal record was not cleared, erased, sealed, pardoned or expunged unless you were given, and have in your possession, a written order from a judge directing that action. 	<input type="checkbox"/> Yes <input type="checkbox"/> No

*If you answered YES, explain in detail on the next page of this application, using additional sheets as necessary. For each FELONY offense for which you were arrested or charged, **YOU MUST OBTAIN OFFICIAL DOCUMENTATION FROM THE COURT WHERE YOU APPEARED, SHOWING THE FINAL DISPOSITION (OUTCOME) OF YOUR CASE (FELONIES ONLY)**. This information will include whether you were found guilty or not guilty and the penalty (money fine, time in jail or prison, probation or deferred sentence). If you received a deferred judgment, a deferred sentence, or probation, your documentation must include the date that you were discharged or released from probation or other supervision.

Applicant's Initials _____

Applicant's Last Name (Please Print)	First Name	Full Middle Name
--------------------------------------	------------	------------------

Arrest Disclosure Form

In the last 3 years have you been arrested, served a criminal summons, charged with, or convicted of a FELONY (unless charge was prior to age 18 and was adjudicated as a juvenile)? If so, you must disclose this information to the Marijuana Enforcement Division.

Any person applying to be licensed by the Marijuana Enforcement Division must make notification to the Division of any felony criminal conviction and/or felony criminal charge pending against such person.

Failure to disclose may result in disciplinary action, up to and including the denial of your license application.

Please List Each Felony Offense Separately

1	Date of Offense (MMDDYYYY)	Place of Offense
	Arresting Agency	
	Original Charge	
	Disposition Narrative (i.e. guilty, not guilty, probation, etc.) — Must also provide official documentation (felonies only).	
2	Date of Offense (MMDDYYYY)	Place of Offense
	Arresting Agency	
	Original Charge	
	Disposition Narrative (i.e. guilty, not guilty, probation, etc.) — Must also provide official documentation (felonies only).	
3	Date of Offense (MMDDYYYY)	Place of Offense
	Arresting Agency	
	Original Charge	
	Disposition Narrative (i.e. guilty, not guilty, probation, etc.) — Must also provide official documentation (felonies only).	
4	Date of Offense (MMDDYYYY)	Place of Offense
	Arresting Agency	
	Original Charge	
	Disposition Narrative (i.e. guilty, not guilty, probation, etc.) — Must also provide official documentation (felonies only).	
Signature (Required even if no criminal history)		Date (MMDDYYYY)

THIS FORM MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER



Applicant's Last Name (Please Print)	First Name	Full Middle
--------------------------------------	------------	-------------

Financial History	
If known, please submit all executed agreements or documents that grant you any right to any percent of ownership or percent of income from the Colorado Marijuana business with which you are associated.	
1. Amount to otherwise be invested or loaned in business:	\$
2. Percentage of ownership this amount represents:	%
3. Investment will be derived from the following sources:	
4. Has your interest in this Marijuana establishment been assigned, pledged or hypothecated to any person, firm, or corporation, or has any agreement been entered into whereby your interest is to be assigned, pledged or sold, either in part or whole?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If YES, explain:	

Income	
Annual Income	
Name of employer (Please provide 6 mos of pay stubs - Does not apply to Executive Officers or Board of Director Members):	
Salary (Source):	\$
Salary (Source):	\$
Interest (Source):	\$
Interest (Source):	\$
Dividends (Source):	\$
Dividends (Source):	\$
Other (Source):	\$
Other (Source):	\$
Total	\$

Applicant's Initials _____

Affirmation & Consent

I, _____, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Natural Person Finding of Suitability Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial of the Marijuana application. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana license.

Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

Print Full Legal Name of Applicant clearly below:

Last Name of Applicant (Please Print)	First Name of Applicant	Middle Name of Applicant
Signature		Date (MMDDYYYY)

THIS FORM MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER

REQUIRED

Confidential Document: This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

Tax Check Authorization and Request To Release Information

I _____ am signing this waiver on behalf of _____ (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee.

The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e), C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license.

Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority release the following information and supporting documentation to the Colorado Marijuana Enforcement Division, which is acting as Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to obtain the information specified below.

1. Whether the Applicant/Licensee has failed to file any state tax return with the Colorado Department of Revenue or any other state or local taxing authority by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
3. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

Applicant/Licensee authorizes the Colorado Department of Revenue and any other state or local taxing authority to release any additional information or documentation necessary to answer the questions above. Applicant/Licensee authorizes the Colorado Marijuana Enforcement Division and its legal representatives to use the information and documentation obtained from the Colorado Department of Revenue and any other state or local taxing authority in any administrative action regarding the application or license. To assist the Colorado Department of Revenue and any other state or local taxing authority locate the tax records, Applicant/Licensee is voluntarily providing the following information (please type or print).

Applicant's Name (Individual/Business)		Social Security Number/Tax Identification Number	
Street Address	City	State	Zip Code
Home Telephone Number	Business/Work Telephone Number		
Legal Last Name (Please Print)	Legal First Name	Full Middle Name	
Applicant's Signature		Date (MMDDYYYY)	
THIS FORM MUST BE SIGNED IN AROBAT PRO OR READER		REQUIRED	

Investigation Authorization/Authorization to Release Information

I, _____, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name		Trade Name (DBA)	
Last Name of Owner (Please Print)	First Name of Owner	Middle Name of Owner	
Signature	THIS FORM MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER		Date (MMDDYYYY)

REQUIRED

Confidential Document: This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

Applicant's Request to Release Information

TO: (Leave this Blank)	FROM: (Applicant's Printed Name)
------------------------	----------------------------------

1. I hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.
2. I hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.
3. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me, including but not limited to past loan information, notes co-signed by me, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.
4. I do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my true and lawful attorney in fact for me in my name, place, stead, and on my behalf and for my use and benefit:
 - (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I might;
 - (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request:
 - (c) To place the name of the agent presenting this request in the appropriate location on this request.
5. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.
6. This power of attorney ends twenty-four (24) months from the date of execution.
7. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant.
8. I do, for myself, my heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.
9. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Applicant's Last Name (Please Print)	First Name	Full Middle Name
Signature		Date (MMDDYYYY)

THIS FORM MUST BE SIGNED IN ADOBE ACROBAT PRO OR READER



Affirmation of Eligibility for Social Equity License

Applicant affirms that, prior to submission of this application, he/she was compliant with the following criteria established pursuant to section 44-10-308 (4), C.R.S., and that he/she qualifies to be a social equity licensee.

1. The applicant is a Colorado resident.
 - a. Applicant may demonstrate his/her residency by submitting
 - 1) A current valid Colorado driver's license or Colorado identification card with a current address
 - 2) A government issued photo identification and two (2) of the following documents:
 - Utility or telephone bill
 - Vehicle registration
 - Voter registration card
 - Statement from a major creditor
 - Bank statement
 - Recent County tax notice
 - Recent contract/mortgage statement
2. The applicant has not previously owned a Regulated Marijuana Business that was subject to revocation.
3. The applicant has demonstrated at least one of the following: (Check all of the applicable criteria for which you may qualify)
 - The applicant resided for at least fifteen (15) years between the years 1980 and 2010 in a census tract designated by the Office of Economic Development and International Trade as an Opportunity Zone, or designated as a Disproportionate Impacted Area. (A Disproportionate Impacted Area is defined as a census tract in the top 15% of the following: (a) unemployment, (b) school dropout rates, (c) poverty, or (d) the number of individuals receiving public assistance.)
 - a. To demonstrate the Applicant residence during the relevant time period he/she may submit:
 - School records, rental or lease agreements, utility bills, mortgage statements, loan documents, bank records, tax returns, or other documents which proves the applicant's residency
 - An affirmation, under penalty of perjury, of the applicant's residence and provide the name(s) and contact information for at least one individual who can verify the applicant's place of residency during the time period at issue.
 - The applicant or applicant's parent, legal guardian, sibling, spouse, child, or minor in their guardianship was, (a) arrested for a marijuana offense, (b) convicted of a marijuana offense, or (c) was subject to civil asset forfeiture related to a marijuana investigation.
 - a. The applicant must provide affirmation of the familial relationship, and court or other documents demonstrating the family member's arrest or conviction or that the family member was subject to asset forfeiture related to a marijuana investigation
 - The applicant's household income in the year prior to application did not exceed fifty percent (50%) of the state median income as measured by the number of people who reside in the Applicant's household.
 - a. The applicant must provide his/her tax return for the prior year
4. The applicant, or collectively one or more social equity proposed licensees, will hold at least fifty-one percent (51%) ownership of the Regulated Marijuana Business.

I, _____, as the applicant for this Finding of Suitability as a Social Equity
Print

Owner state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature

THIS FORM MUST BE SIGNED IN AROBAT PRO OR READER

REQUIRED

Date (MMDDYYYY)



Verification of Fingerprints

(Disregard this form if you are being printed with IdentoGO or Colorado Fingerprinting.)

<p>This form is to be completed by representative taking the applicant's fingerprints.</p> <p>Please print or type all information other than signature.</p>	
<p>Reason for Fingerprinting:</p> <p> <input type="checkbox"/> Finding of Suitability <input type="checkbox"/> Transporter License <input type="checkbox"/> CBO Renewal <input type="checkbox"/> Operator License </p>	
Name of Applicant	MED License Number (If Applicable)
Name of Representative Taking Fingerprints	Title
Name of Agency Taking Fingerprints	ORI # (If applicable)
<p>Applicant's Identity Verified By (List document type and number):</p> 	
Signature of Representative Taking Fingerprints	Date (MMDDYYYY)

Confidential Document: This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

ARTICLE 5 Retail Marijuana Businesses

Sec. 6-5-1. Definitions.

- (a) As used in this Article, the following words shall have the following meanings unless the context clearly requires otherwise:

Retail marijuana establishment means a retail marijuana store, retail marijuana cultivation facility, retail marijuana products manufacturer, or retail marijuana testing facility for which a license is required under the RM Code and this Article.

Retail marijuana store means a retail marijuana store, as defined in Section 16 of Article XVIII of the Colorado Constitution, or as may be more fully defined in the Colorado Retail Marijuana Code.

RM Code means the Colorado Retail Marijuana Code, Section 12-43.4-101, et seq., C.R.S.

RM Regulations means the Rules Regarding Retail Marijuana, 1 C.C.R. § 212-3, as adopted by the Retail Marijuana Enforcement Division of the Colorado Department of Revenue, and any amendments thereto.

- (b) The terms defined in the RM Code and RM Regulations shall have the same meaning when used in this Article unless the context clearly requires otherwise.

Sec. 6-5-2. License required.

It is unlawful for any person to own or operate a retail marijuana establishment within the Town without first having obtained from the Town and the State licenses for each facility to be operated in connection with such business.

Sec. 6-5-3. Limitation on number of retail marijuana licenses granted and issued.

- (a) The Town shall have the authority to grant and issue no more than two (2) retail marijuana licenses. At the time that two (2) retail marijuana licenses have been granted and issued by the Town pursuant to this Chapter 6, the Town shall not accept the submission of any application for a retail marijuana license, shall not process any application for a retail marijuana license, and shall not grant any retail marijuana license. The foregoing notwithstanding, a duly-licensed retail marijuana store shall be permitted to obtain license to operate a marijuana hospitality and sales establishment on the duly-licensed premises subject to and in accordance with applicable provisions of this Chapter and other applicable laws.
- (b) In the event that a previously granted and issued retail marijuana license is revoked, not renewed or terminated, resulting in the permanent loss of that retail marijuana license and the existence of fewer than two (2) retail marijuana licenses issued in the Town, then the Town may, at the Town's sole discretion, accept applications for a new retail marijuana license and may grant a new retail marijuana license in order to bring the total number of granted and issued retail marijuana licenses back to a total of two (2).
- (c) The intent of this Section 6-5-3 is to limit the total number of retail marijuana licenses granted and issued in the Town to no more than a total of two (2), subject to the exception set forth in subsection (a).

Sec. 6-5-4. Local licensing authority.

- (a) The Board of Trustees shall be the Local Licensing Authority for the licensing of retail marijuana establishments pursuant to this Article unless the Board of Trustees designates other persons to serve as the Local Licensing Authority. The Local Licensing Authority shall possess all powers given to local licensing authorities by the provisions of the RM Code and RM Regulations. Any decision made by the Local Licensing

Authority to grant or deny a license, to revoke or suspend a license or to renew or not renew a license shall be a final decision and may be appealed to the district court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.

- (b) In case of an application resubmitted directly to the Town pursuant to Section 16(5)(h) of Article XVIII of the Colorado Constitution, due to the failure of the state licensing authority to act upon an application within ninety (90) days, the Board of Trustees shall also act as the licensing authority and all requirements of this Article shall apply to such application. In addition to compliance with this Article, the applicant shall demonstrate compliance with all applicable requirements of the RM Code and RM Regulations and shall pay to the Town the full amount of the application fee if not forwarded by the State. The Local Licensing Authority shall approve or deny such application within ninety (90) days after receipt of the resubmitted application.
- (c) The Town Clerk shall assist the Local Licensing Authority by receiving all applications, coordinating with other Town officers and departments when relevant, scheduling required public hearings and providing notice in accordance with this Article and the RM Code. The Town Clerk shall also act as the local point-of-contact with the Colorado Marijuana Enforcement Division on retail marijuana regulatory matters.

Sec. 6-5-5. Limitations and requirements applicable to retail marijuana establishments.

- (a) State requirements. Retail marijuana establishments must at all times comply with the regulations and requirements contained in the RM Code and RM Regulations with regard to applications, licensing and operations of licensed premises. The Local Licensing Authority may revoke any license if the retail marijuana establishment fails to comply with any and all applicable state requirements.
- (b) Location. Retail marijuana establishments shall only be located on property within the Commercial Zoning District or a planned development district; but shall not be permitted in the Central Business District. Retail marijuana establishments are not permitted within any other zoning district or within any building that contains a residential dwelling or lodging unit. Retail marijuana establishments shall not be permitted to operate as "home occupations."
- (c) Separation requirements.
 - (1) No retail marijuana establishment shall be issued a license if, at the time of the initial application for such license, the proposed location is:
 - a. Within one thousand (1,000) feet of any educational institution or school, either public or private;
 - b. Within two hundred (200) feet of any existing licensed child care facility at the time of initial application.
 - (2) No retail marijuana store shall be issued a license if, at the time of the initial application for such license, the proposed location is within five hundred (500) feet of any existing retail marijuana store or medical marijuana center.
 - (3) The distances set forth in this Subsection shall be computed by direct measurement in a straight line from the nearest property line of the land used for the purposes stated above, respectively, to the nearest portion of the building in which the retail marijuana establishment is located. The locational criteria contained in this Subsection shall apply to all proposed changes in the location of an existing license.
- (d) Co-location. A retail marijuana establishment shall be located on the same licensed premises as a medical marijuana business licensed pursuant to Article 6 of this Chapter and operated by the same licensee, subject to compliance with all state requirements and the requirements of this Article and Article 6 of this Chapter and the issuance of a state license allowing for such co-location.

- (e) Advertisements. Advertisements, signs, displays or other promotional material depicting marijuana uses or symbols shall not be shown or exhibited off the premises. No signage associated with a retail marijuana establishment shall use the word "marijuana," or any other word or phrase commonly understood to refer to marijuana. No signage may display photographs or other representations of marijuana plants.
- (f) Indoor operation. All retail marijuana establishment activities (except transportation) shall be conducted indoors. Products, accessories and associated paraphernalia shall not be visible from a public sidewalk or right-of-way.
- (g) Inspection of licensed premises. During all business hours and other times of apparent activity, all licensed premises shall be subject to inspection by the Town Marshall or commissioned police officer of the Town, or the Town Manager or the Town Manager's appointee for the purpose of investigating and determining compliance with the provisions of this Article and any other applicable state or local law or regulation. Such inspection may include, but need not be limited to, the inspection of books, records and inventory. Where any part of the premises consists of a locked area, such area shall be made available for inspection, without delay, upon request.
- (h) Additional requirements. Retail marijuana establishments shall be subject to the following additional requirements:
 - (1) A retail marijuana store may only be open for the sale or distribution of retail marijuana during the hours of 8:00 a.m. to 8:00 p.m. unless the Board of Trustees authorizes extended hours of operation to no later than 12:00 a.m. as a provision of the license. The Town Board may only authorize such extension after making a determination that such hours of operation are appropriate for the neighborhood.
 - (2) No on-site consumption of marijuana is allowed.
 - (3) A Town business license and sales tax license are required.
 - (4) No mobile structure may be used to dispense retail marijuana.
 - (5) No alcohol sales or consumption shall be permitted on the licensed premises.
 - (6) A licensee shall not permit persons who do not possess a valid identification or other appropriate proof of age to loiter on or about the licensed premises.
- (i) Proper ventilation. All retail marijuana establishments shall be equipped with a proper ventilation system that filters out the odor of marijuana so that the odor is not capable of being detected by a person with a normal sense of smell at the exterior of the retail marijuana establishment or any adjoining business, parcel, or tract of real property. All applicants for a new retail marijuana establishment license shall submit a ventilation and odor mitigation plan with their application, which shall be subject to review and approval by the Local Licensing Authority prior to issuance of a new license. In case of an existing license for which no ventilation and odor mitigation plan has been approved, such a plan shall be submitted with the next renewal application submitted for the licensed premises and shall be subject to review and approval by the Town Manager or his or her designee as part of the renewal application. The Town Clerk may refer such a plan submitted with a renewal application for review by the Board of Trustees, which shall conduct such review, with or without a public hearing, and the decision of the Board shall be final. The lack of an approved ventilation and odor mitigation plan shall be grounds for denial of a new license or renewal of an existing license. Failure to install or maintain the ventilation system required by an approved ventilation and odor mitigation plan shall constitute a violation of this Article and shall be grounds for suspension or revocation of a license.

Sec. 6-5-6. Excise tax.

A tax is imposed upon all retail sales of retail marijuana and retail marijuana products sold within the Town by licensed retail marijuana stores at the rate of ten percent (10%) of the gross price paid by the purchaser,

rounded off to the nearest penny. The tax imposed by this Section is in addition to, and not in lieu of, the sales tax owed to the Town and all taxes owed to the State in connection with the sale of retail marijuana and retail marijuana products. Where possible, taxes shall be collected pursuant to section 4-3-8 of the Grand Lake Municipal Code. The Town Manager may adopt administrative rules and regulations specifying additional or alternative procedures for the collection and enforcement of the retail marijuana excise tax imposed by this Section.

Sec. 6-5-7. Application requirements.

- (a) A person seeking to obtain a license pursuant to this Article shall submit an application to the Town Clerk. The form of the application shall be as provided by the Town Clerk.
- (b) A license issued pursuant to this Article does not eliminate the need for the licensee to obtain other required licenses and permits related to the operation of the retail marijuana store, including, without limitation, any development approval required by this Code; a sales tax license; and a building, mechanical, plumbing or electrical permit.
- (c) An application for a license under this Article shall include the following information and any additional information required by the Town Clerk:
 - (1) The applicant's name, address, telephone number and Social Security number and, if the applicant is a partnership, the names and addresses of all the partners, and, if the applicant is a corporation, the names and addresses of all the corporate officers, and, if the applicant is a cooperative association, the names and addresses of its directors and officers;
 - (2) A completed set of the applicant's fingerprints;
 - (3) The street address of the proposed retail marijuana establishment;
 - (4) Proof of ownership, or, if the applicant is not the owner of the proposed location of the retail marijuana establishment, satisfactory proof that the applicant is or will be entitled to possession of the premises under a lease, rental agreement or other written agreement, including authorization to use the premises for a retail marijuana establishment for which the application is made;
 - (5) An acknowledgement by the applicant that the applicant and its owners, officers and employees may be subject to prosecution under federal laws relating to the possession and distribution of controlled substances; that the Town accepts no legal liability in connection with the approval and subsequent operation of the retail marijuana establishment; and that the application and documents submitted for other approvals relating to the retail marijuana establishment operation are subject to disclosure in accordance with the Colorado Open Records Act;
 - (6) The ventilation and odor mitigation plan required by Subsection 6-5-5(i) of this Article.
- (d) In addition to the foregoing, an applicant shall also submit all other information required by the RM Code and RM Regulations for state and local applications.
- (e) Upon receipt of the application for a retail marijuana store license, the Authority may circulate the application to the Town Planner, the Finance Director, the Police Department, the local fire protection district or any other department or agency the Authority deems necessary in order to determine whether the proposed facility is or will be in compliance with any and all laws, rules and regulations administered by these respective departments and agencies.
- (f) When the application is filed, the applicant shall pay to the Town the local share of the application fee, as established pursuant to the RM Code, unless the State has forwarded such fee to the Local Licensing Authority.
- (g) If an application is approved, the applicant shall also pay an annual operating fee in such amount as is established from time to time by the Board of Trustees and set forth in the appendices to this Code.

- (h) Each license issued pursuant to this Article shall be valid for a period of one (1) year from the date of issuance and may be renewed as provided in this Section. An application for renewal shall be made to the Town Clerk not less than thirty (30) days prior to the date of expiration and concurrent with the application for renewal filed with the state licensing authority. The renewal application shall be accompanied by the annual operating fees for the renewal term. Except as otherwise provided in Subsection 6-5-5(i) of this Article, the license shall be renewed by the Town Clerk unless the renewal is denied by the state licensing authority or unless it appears to the Town Clerk that good cause exists to deny the renewal application, in which case the Town Clerk shall refer the application to the Board of Trustees for review at a public hearing. The Town Clerk shall refer the renewal application for public hearing only if the licensee has had complaints filed against it, the licensee has a history of violations or there are allegations against the licensee that would constitute good cause for denial of a license as defined in the RM Code. The procedures provided in Sections 6-5-8 to 6-5-10 below shall apply to the Board of Trustees' review and determination whether to renew a license. In order to be entitled to such review, the applicant shall pay an additional fee equal to the application fee for a new license.
- (i) Except for direct applications pursuant to Subsection 6-5-4(b) of this Article, the Local Licensing Authority will not begin processing a license application until it receives notice of the application from the state licensing authority. The Local Licensing Authority may await completion of the state licensing authority's review and issuance of the state license before processing the local application, or it may conduct a concurrent review of a new license application prior to the state licensing authority's final approval of the license application. The Local Licensing Authority shall notify the state licensing authority whether it approves or denies any forwarded application.
- (j) In the event that there are more applicants for licenses than there are available licenses, the Town may conduct the random selection of qualified applicants for licenses.
- (k) Once the maximum number of retail marijuana licenses have been issued, the Town shall not accept any further applications for such use until an existing license is either revoked or expires. When the number of licensed retail marijuana stores is less than the limit provided for in this Chapter for any reason, including the cessation of operation of a retail marijuana store either by license revocation or expiration, notice shall be posted on the Town's website, and the Town shall process applications as provided for herein.

Sec. 6-5-8. Investigation of applicant.

- (a) Upon receipt of an application for a license under this Article, the Town Clerk shall transmit copies of the application to the Police Department, the Town Manager, the Planning and Building Department and any other person or agency who the Town Clerk determines should participate in the review of the application. The Town or any of its departments or officials may visit and inspect the property in which the applicant proposes to conduct business and investigate the fitness to conduct such business of any person, the officers and directors of any corporation or the partners of any partnership applying for a license.
- (b) In investigating the fitness of the applicant, the Town may obtain criminal history record information furnished by a criminal justice agency subject to any restrictions imposed by such agency. In the event the Town takes into consideration information concerning the applicant's criminal history record, the Town shall also consider any information provided by the applicant regarding such criminal history record, including but not limited to evidence of rehabilitation, character references and educational achievements, especially those items pertaining to the period of time between the applicant's last criminal conviction and the consideration of the application for a license.
- (c) Not less than five (5) days prior to the date of the public hearing on a license application or, in the event of an application for which no public hearing is scheduled, not less than five (5) days prior to the decision to approve or deny an application, the Town Clerk shall make known the findings of the investigation in writing to the applicant and other parties of interest.

Sec. 6-5-9. Public hearings; notice; publication.

- (a) Upon receipt of an application for a local license, except an application for renewal or for transfer of ownership, the Local Licensing Authority shall schedule a public hearing upon the application, to be held not less than thirty (30) days after the date of the application. The Local Licensing Authority shall post and publish public notice thereof not less than ten (10) days prior to the hearing. The Local Licensing Authority shall give public notice by the posting of a sign in a conspicuous place on the retail marijuana establishment premises for which application has been made and by publication in a newspaper of general circulation in the County.
- (b) Public notice given by posting shall include a sign of suitable material, not less than twenty-two (22) inches wide and twenty-six (26) inches high, composed of letters not less than one (1) inch in height, and stating the type of license applied for, the date of the application, the date of the hearing, the name and address of the applicant and such other information as may be required to fully apprise the public of the nature of the application. The sign shall contain the names and addresses of the officers, directors or manager of the facility to be licensed.
- (c) Public notice given by publication shall contain the same information as that required for the posting of signs.
- (d) If the building in which a retail marijuana establishment is to be located is in existence at the time of the application, the sign shall be posted so as to be conspicuous and plainly visible to the general public. If the building is not constructed at the time of the application, the applicant shall post a sign at the premises upon which the building is to be constructed in such a manner that the notice shall be conspicuous and plainly visible to the general public.

Sec. 6-5-10. Issuance or denial of license.

- (a) Not less than five (5) days prior to the date of the public hearing, the Local Licensing Authority shall make known its findings, based on its investigation, in writing to the applicant and other parties of interest. The Local Licensing Authority has authority to refuse to issue a license provided for in this Section for good cause, subject to judicial review.
- (b) Before entering a decision approving or denying the application for a local license, the Local Licensing Authority may consider, except where this Article specifically provides otherwise, the facts and evidence adduced as a result of its investigation, as well as any other facts pertinent to the application, including the number, type and availability of retail marijuana establishments located in or near the premises under consideration and any other pertinent matters affecting the qualifications of the applicant.
- (c) Within thirty (30) days after the public hearing or completion of the application investigation, the Local Licensing Authority shall issue its decision approving or denying an application for local licensure. The decision shall be in writing and shall state the reasons for the decision. The Local Licensing Authority shall send a copy of the decision by certified mail to the applicant at the address shown in the application.
- (d) The Board of Trustees may impose reasonable conditions upon any license issued pursuant to this Article.
- (e) After approval of an application, the Local Licensing Authority shall not issue a local license until the building in which the business to be conducted is ready for occupancy with such furniture, fixtures and equipment in place as are necessary to comply with the applicable provisions of this Article, and then only after the Local Licensing Authority has inspected the premises to determine that the applicant has complied with the architect's drawing and the plot plan and detailed sketch for the interior of the building submitted with the application.
- (f) After approval of an application for local licensure, the Local Licensing Authority shall notify the state licensing authority of such approval.

Sec. 6-5-11. Contents and display of license.

The licensee shall post the license in a conspicuous location at the retail marijuana establishment. A retail marijuana establishment license shall contain the following information:

- (1) The name of the licensee, the date of issuance of the license and the street address at which the licensee is authorized to operate the retail marijuana establishment;
- (2) Any conditions of approval imposed upon the license by the Board of Trustees;
- (3) The date of expiration of the license; and
- (4) The license shall be signed by the applicant and the Town Clerk.

Sec. 6-5-12. Transfer of ownership.

In determining whether to permit a transfer of ownership, the Local Licensing Authority shall consider only the requirements of this Article, the RM Code and RM Regulations. The Local Licensing Authority may hold a hearing on the application for a transfer of ownership; provided that the Local Licensing Authority shall not hold a hearing pursuant to this Section until the Local Licensing Authority has posted a notice of hearing in the manner described in Section 6-5-9 of this Article on the licensed premises for a period of ten (10) days and provided notice of the hearing to the applicant at least ten (10) days prior to the hearing. An application fee shall accompany each application for a transfer of ownership, in such amount as is established from time to time by the Board of Trustees and as set forth in the appendices to this Code.

Sec. 6-5-13. Suspension or revocation.

- (a) The Local Licensing Authority may revoke or elect not to renew any license if it determines that the licensed premises have been inactive, without good cause, for at least one (1) year.
- (b) In addition to any other sanctions prescribed by this Article, the RM Code or the RM Regulations, the Local Licensing Authority has the power, on its own motion or on complaint, after investigation and opportunity for a public hearing at which the licensee shall be afforded an opportunity to be heard, to suspend or revoke a license issued by the Local Licensing Authority for a violation by the licensee, or by any of the agents or employees of the licensee, of the provisions of this Article, the RM Code or RM Regulations, or of any of the terms, conditions or provisions of the license. The Local Licensing Authority has the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to the determination of a hearing that the state or Local Licensing Authority is authorized to conduct.
- (c) The state licensing authority or Local Licensing Authority shall provide notice of suspension, revocation, fine or other sanction, as well as the required notice of the hearing pursuant to Subsection (b) above, by mailing the same in writing to the licensee at the address contained in the license. Except in the case of a summary suspension, a suspension shall not be for a longer period than six (6) months. If a license is suspended or revoked, a part of the fees paid therefor shall not be returned to the licensee. Any license or permit may be summarily suspended by the Local Licensing Authority without notice pending any prosecution, investigation or public hearing pursuant to the terms of Section 24-4-104(4), C.R.S.
- (d) Whenever a decision of the Local Licensing Authority suspending a license for fourteen (14) days or less becomes final, the licensee may, before the operative date of the suspension, petition for permission to pay a fine in lieu of having the license suspended for all or part of the suspension period. Upon the receipt of the petition, the Local Licensing Authority may, in its sole discretion, stay the proposed suspension and cause any investigation to be made which it deems desirable and may, in its sole discretion, grant the petition if the Local Licensing Authority is satisfied that:

- (1) The public welfare and morals would not be impaired by permitting the licensee to operate during the period set for suspension and that the payment of the fine will achieve the desired disciplinary purposes;
 - (2) The books and records of the licensee are kept in such a manner that the loss of sales that the licensee would have suffered had the suspension gone into effect can be determined with reasonable accuracy; and
 - (3) The licensee has not had his or her license suspended or revoked, nor had any suspension stayed by payment of a fine, during the two (2) years immediately preceding the date of the motion or complaint that resulted in a final decision to suspend the license or permit.
- (e) The fine accepted shall be not less than five hundred dollars (\$500.00) nor more than one hundred thousand dollars (\$100,000.00).
- (f) Payment of a fine shall be in the form of cash, a certified check or a cashier's check made payable to the Local Licensing Authority.
- (g) Upon payment of the fine pursuant to Subsection (c) above, the Local Licensing Authority shall enter its further order permanently staying the imposition of the suspension.

Sec. 6-5-14. Penalty.

Failure to comply with the provisions of this Article shall constitute a violation of this Code, and, in addition to being grounds for denial, suspension or revocation of a license, such violation may be punished by a civil penalty in an amount not exceeding the maximum fine provided in Section 1-4-10 of this Code. Proceedings for the determination of such liability and imposition of such civil penalty shall be conducted in the Municipal Court in the same manner as proceedings relating to noncriminal traffic infractions, in accordance with the provisions of Article 1 of Chapter 8 of this Code. In no case shall any defendant found guilty of any violation of this Article be punished by imprisonment for such violation.

Sec. 6-5-15. Incorporation of state law.

The provisions of the Colorado Marijuana Code, and any rules and regulations promulgated thereunder, are incorporated herein by reference except to the extent that more restrictive or additional regulations are set forth in this Article.

Sec. 6-5-16. Other laws remain applicable.

Before issuing a license, the Local Licensing Authority shall obtain written confirmation from the licensee that the licensee understands and agrees to the following:

- (1) Neither this Article, nor the act of obtaining a license from the Local Licensing Authority, protects licensees or the owners, operators, employees, customers and clients of a licensed premises from criminal prosecution pursuant to any superior law that prohibits the cultivation, sale, use or possession of controlled substances, including but not limited to medical marijuana and retail marijuana.
- (2) As of the date of the adoption of this Article, the cultivation, sale, possession, distribution and use of marijuana remains a violation of Federal law and this Article affords licensees and the licensees' owners, operators, employees, customers and clients with no protection from criminal prosecution under such law. Licensees and their owners, operators, employees, customers and clients assume any and all risk and liability arising or resulting from the operation of the licensed premises under Federal law.
- (3) The Town has no liability to a licensee or any other person for injuries, damages or liabilities of any kind, under any legal theory, arising from the forced closure of the licensed premises if the Colorado

Marijuana Code, the applicable administrative regulations and/or this Article are found to be invalid or illegal under any superior law.

- (4) To the greatest extent permitted by law, any action taken under the provisions of this Article by any public officers, elected or appointed officials, employees, attorneys and agents of the Town, is not a personal liability of such person or of the Town.



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING MINUTES

Monday, December 12, 2022, at 6:00 PM

Town Hall Board Room – 1026 Park Avenue

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

A. Call to Order

The regular meeting of the Board of Trustees was called to order by Mayor Kudron at 6:39 P.M. in the Town Hall Board Room.

B. Pledge of Allegiance

Mayor Kudron led everyone in reciting the Pledge of Allegiance.

C. Announcements

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

D. Roll Call

Mayor Kudron, Mayor Pro-Tem Bjorkman, Trustees Bergquist and Packer were present. Trustee Sobon appeared by Zoom. Town Clerk Carrell and Town Manager Crone.

Mayor Pro-Tem Bjorkman made a motion to excuse Trustee Strachan and Trustee Arntson’s absence from tonight’s meeting due to illness and Trustee Sobon due to his honeymoon. Trustee Packer seconded the motion. Town Clerk Carell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Absent
Trustee Strachan	Absent
Trustee Packer	Aye
Trustee Sobon	Aye

E. Conflicts of Interest

None.

F. Manager's Report

Winter Issues

Winter is here. Please be careful on snowy roads and remember that you cannot push your snow into the Town’s right-of-way unless you have received permission from Town staff.

Pretty soon, we will begin seeing snowmobiles on our streets. If you plan on snowmobiling in Grand Lake, make sure that you are familiar with the rules and regulations. They can all be found in Chapter 7, Article 7 of the Town code.

Grand Passes

With ski season about to start, I want to remind the Trustees that the Town receives two Grand Passes for the use of employees and Trustees. If you are interested in using the passes, check with Caitrin to see if they are available.

Housing Progress

The affordable housing units at Portal Crossing are under construction. If you are interested in one of the units, please contact the Town’s Community Development Director, Kim White, for more details. The CHFA study of the Mary Drive parcel is continuing with a traffic study. We should see plans in the beginning of 2023. Space to Create has been awarded \$3 million for its project, and it looks like additional funds will be coming soon. We anticipate that we will be breaking ground by the end of 2023. These three projects could bring an additional 50+ workforce units to our Town in the very near future.

Snow Plowing

Winter is in full force, and we will have plows out on our streets most days. Please be careful when driving around our workers and please keep an eye out for pedestrians.

As we plow, we will be creating berms across homeowner’s driveways. There is no way for our public works drivers to avoid this. It is the responsibility of the individual homeowners to clear the berms if they need to in order to access their homes. The Town cannot clear individual driveways. If you are clearing your own snow, remember that you cannot store it in the Town right-of-way without specific permission.

Upcoming Events

The Rocky Mountain Repertory Theater will be holding its Home for the Holidays show on December 17 & 18 and its annual New Year’s Eve show on December 31. The Grand Arts Council will be hosting its comedy show at the Community House on December 30. You will be blown away by the new lighting and sound system in the Community House. You can get tickets at grandartscouncil.com. The Town will be launching another spectacular fireworks show at 12:00 midnight on New Year’s Eve (Dec. 31).

Ice Rink

Ice is forming on the lake and Town staff is keeping a close eye on it. As soon as the ice is thick enough, we will be opening the ice rink on the lake by the Town dock. Staff will be plowing and maintaining the ice with the Zamboni.

Next Meeting

The next scheduled meeting will be held in two weeks. It is scheduled on December 26, 2022. The Board has traditionally chosen to cancel this meeting. If that is the case, the next Board meeting will be held on January 9, 2023.

G. Public Comments

None.

H. Consideration to Approve Meeting Minutes

3. November 28, 2022

Trustee Bergquist made a motion to approve the meeting minutes for November 28, 2022. Mayor Pro-Tem Bjorkman seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Absent
Trustee Strachan	Absent
Trustee Packer	Aye
Trustee Sobon	Aye

I. Consideration to Approve Accounts Payable

4. December 12, 2022

Presented by Town Treasurer, Heike Wilson.

Mayor Pro-Tem Bjorkman made a motion to approve Accounts Payable for December 12, 2022. Trustee Bergquist seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Absent
Trustee Strachan	Absent
Trustee Packer	Aye
Trustee Sobon	Aye

J. Financial Review

1. November Financials

2. October Sales Tax Data

Both items presented by Town Treasurer, Heike Wilson.

K. Items of Discussion

1. Consideration of Chamber of Commerce 2023 Contract

Mayor Pro-Tem Bjorkman made a motion to approve the 2023 Chamber of Commerce contract. Trustee Packer seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Absent
Trustee Strachan	Absent
Trustee Packer	Aye
Trustee Sobon	Aye

2. Consideration of Ordinance 16-2022 Amending Town Code 12-2-31, Nightly Rentals

Trustee Bergquist made a motion to approve Ordinance 16-2022, amending Town Code 12-2-31 for nightly rentals. Mayor Pro-Tem Bjorkman seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Absent
Trustee Strachan	Absent
Trustee Packer	Aye
Trustee Sobon	Aye

3. Consideration of Sixty-Day Extension of Town Manager's Contract

Trustee Packer made a motion to approve a sixty-day extension of the Town Manager’s contract. Mayor Pro-Tem Bjorkman seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Absent
Trustee Strachan	Absent
Trustee Packer	Aye
Trustee Sobon	Aye

4. Consideration of Contract With PR Painting for Christmas Lights

Trustee Bergquist made a motion to approve the contract with PR Painting for Christmas lights. Trustee Packer seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Absent
Trustee Strachan	Absent
Trustee Packer	Aye
Trustee Sobon	Aye

L. Future Items for Consideration

- Fee Schedule
- Marijuana Workshop
- MOU for Church Snow Storage

Mayor Kudron moved to not have a Board of Trustees meeting on December 26th to allow our town staff and trustees time with their families over the holiday.

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Absent
Trustee Strachan	Absent
Trustee Packer	Aye
Trustee Sobon	Aye

M. Mayor's Report

Mayor Kudron thanked Town Manager Crone for such an excellent year. Congratulated him for building such a great team in all departments of the town. He had the chance to pop in at Town Hall and it was a delight to see staff laughing with one another and truly enjoying what they do. Job well done to Town Manager Crone and Town Staff for all their hard work and accomplishments in 2022.

Thanked Town Clerk Carrell for a job well done at the 2022 Town of Grand Lake Christmas party. Fun was had by all, and it was great to see everyone come together after a two-year hiatus.

Mayor Kudron wished everyone a happy holiday season.

N. Executive Session Pursuant to C.R.S. Section 24-6-402(4)(b) and (e), to Receive Advice from the Town Attorney and Instruct Negotiators in Connection with a Dispute Related to the Town's Use of the Alley in Block 3, Town of Grand Lake

Mayor Pro-Tem Bjorkman made a motion to go to executive session pursuant to C.R.S. Section 24-6-402(4)(b) and (e), to receive advice from the Town Attorney and instruct negotiators in connection with a dispute related to the Town's use of the alley in Block 3, Town of Grand Lake. Trustee Packer seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Absent
Trustee Strachan	Absent
Trustee Packer	Aye
Trustee Sobon	Aye

O. Adjourn Meeting

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

Mayor Kudron	Aye
Mayor Pro-Tem Bjorkman	Aye
Trustee Bergquist	Aye
Trustee Arntson	Absent
Trustee Strachan	Absent
Trustee Packer	Aye
Trustee Sobon	Aye

This meeting of the Board of Trustees was adjourned at 8:16 PM.

(Attest)

Alayna Carrell, Town Clerk

Steve Kudron, Mayor



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

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



January 9, 2023

To: Mayor Kudron and Town Trustees
From: Alayna Carrell, Town Clerk
RE: Consideration of Designation of Posting Notices of Public Meetings

The public place or places for posting notice of public meetings of the Town shall be designated each year at the first regular meeting of the year per CRS 24-6-402(2)(c).

Public meetings are those at which the adoption of any proposed policy, position, resolution, rule, regulation, or formal action occurs or at which a majority or quorum of the body is in attendance or is expected to be in attendance. Public meetings include all meetings of a quorum or three or more members of any local public body, whichever is fewer, at which any public business is discussed or at which any formal action may be taken. Meetings shall be held only after full and timely notice to the public.

Staff recommends that the Board make a motion to designate that notice of public meetings shall be posted in the Grand Lake Post Office and at the Grand Lake Town Hall at least twenty-four (24) hours prior to all public meetings of the Town. This is the same procedure that has been followed for the previous twenty-seven years.



January 9, 2023

To: Mayor Kudron & Board of Trustees
From: Alayna Carrell, Town Clerk
RE: Consideration of Resolution 01-2023, Updating the Rules and Regulations for the Operation of the Grand Lake Area Cemetery

At the October 21st meeting for the Grand Lake Area Cemetery Committee, it was decided to update a few parts of the Rules & Regulations, for the better interest of the cemetery moving forward. Those updates are attached for the Board's review.

Staff recommends that the Board approve Resolution 01-2023, updating the Rules and Regulations for the operation of the Grand Lake Area Cemetery.

TOWN OF GRAND LAKE

BOARD OF TRUSTEES

Resolution No. 01-2023

A RESOLUTION UPDATING THE RULES AND REGULATIONS FOR THE OPERATION OF THE GRAND LAKE AREA CEMETERY

WHEREAS, the Grand Lake Area Cemetery is within the boundaries of Rocky Mountain National Park; and

WHEREAS, the Town of Grand Lake and the National Park Service have entered into an Agreement for the Use and Administration of the Grand Lake Area Cemetery; and

WHEREAS, the Agreement sets forth that the Town of Grand Lake shall have a process for administering the Cemetery.

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

1. The Town of Grand Lake Rules and Regulations for the Operation of the Grand Lake Area Cemetery attached hereto as Exhibit A is hereby adopted, with the removal of the ~~strikethrough language~~ and the addition of the **bold underlined language**.
2. The attached Exhibit A shall repeal and replace all previous Rules and Regulations for the Operation of the Grand Lake Area Cemetery.

DULY MOVED, SECONDED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 9TH DAY OF JANUARY 2023.

BOARD OF TRUSTEES
GRAND LAKE, COLORADO

ATTEST:

Steve Kudron, Mayor

GRAND LAKE TOWN CLERK

BY: _____

Alayna Carrell, Town Clerk

RULES AND REGULATIONS FOR THE OPERATION OF THE GRAND LAKE AREA CEMETERY

1. The Grand Lake Area Cemetery is within the boundaries of the Rocky Mountain National Park. Congress, by Section 813 of the Omnibus Parks and Public Lands Management Act of 1996, 110 Statute 4189, P.L. 104-333 authorized the Town of Grand Lake to maintain permanently, under appropriate terms and conditions, the Grand Lake Cemetery and to establish Rules and Regulations for the use of the Cemetery. Rocky Mountain National Park and Town of Grand Lake regulations are enforced.
2. The Grand Lake Town Clerk is to be the contact person for all questions regarding the cemetery. The Town Clerk, along with a member of the Cemetery Committee, are the only persons authorized to assign grave plots. The Town Clerk will be responsible for updating the Cemetery Plat and will be custodian of all cemetery records.
3. All burials, traditional or cremation, will be performed by the Town of Grand Lake with the exception of the original section of the Cemetery. Family may coordinate burial of cremations only in the original section. **The Town Clerk must be contacted a minimum of five business days in advance of the proposed scheduled time of the funeral service to allow sufficient time to schedule grave openings. No burial services are offered on Sundays or federally recognized holidays.**
4. There shall be a perpetual care fee assessed according to the Town of Grand Lake Fee and Deposit Schedule in effect at the time of burial. A reservation fee for an additional site, if requested, shall be assessed at the time of the initial burial, according to the Town of Grand Lake Fee and Deposit Schedule in effect at the time of the initial burial.
5. There are no new plots available in the older sections for traditional burials as of June 1, 2020.
6. A single grave site for a traditional burial is 4' by 8' in the East and West Sections, and 4' by 10' in the New Section. A grave site for a cremation burial is 4' by 4' in the East and West Sections, and 4' by 5' in the New Section. Upon burial at the Grand Lake Area Cemetery, there is the option to reserve one (1) additional grave site of the same size next to the original grave. **Polyguard Top Seal Burial Vaults containers for all traditional burials are required. Only burial vaults-containers approved by the Town Clerk are allowed.**

A cremation site can accommodate the remains of more than one (1) person. However, the perpetual care fee and the grave marker deposit must be paid for the cremated remains of each person buried in the cremation site, pursuant to the fee schedule in effect at the time of burial. **Cremated burials do not require a vault.** Remains must be buried at a depth of no less than eighteen (18) inches. Surface scattering of ashes is prohibited.

One or more cremated remains can be buried on top of a traditional burial. However, the perpetual care fee and the grave marker deposit must be paid for the cremated remains of each person buried in the site, pursuant to the Town of Grand Lake Fee and Deposit Schedule in effect at the time of burial.
7. **No burial, or placement of any monument, will be permitted during the winter months. The winter period is defined as October 15th thru May 31st, weather permitting.**
8. Services are to be held in designated areas.
9. All interment costs must be paid prior to the time of burial. (Interment costs include, but are not limited to: perpetual care fee, reservation fee, refundable monument deposit, opening and closing of grave, etc.)

10. The family has two years from the date of burial to have a headstone placed. Only grave markers similar in size, composition and height to those now existing are allowed, provided the markers do not exceed **three (3) feet in height. All markers must be approved by the Town Clerk or Cemetery Committee.** No new fences are allowed. Fences existing prior to May 27, 1997 are allowed if properly maintained. If not maintained, the Grand Lake Cemetery Committee reserves the right to remove. A refundable deposit for a grave marker, pursuant to the Town of Grand Lake Fee and Deposit Schedule in effect at the time of burial, is required prior to the time of burial unless a copy of a paid receipt from a monument company is provided. If a permanent grave marker is placed on the grave site within one (1) year from interment, said deposit shall be refunded, without interest. If a permanent grave marker is not placed on the grave site within one (1) year from interment, the deposit will be used by the Cemetery Committee to purchase and place a grave marker on the grave site.
11. Lighting of any kind; flame, artificial, solar or otherwise **IS PROHIBITED.**
12. **Only plants that have been approved by the National Park Service in this locale shall be permitted to be used within the cemetery.** No turf grass shall be used within the cemetery. All plans for planting or landscaping shall be submitted to the Superintendent of Rocky Mountain National Park or his representative for review and given approval prior to commencing any work. **NO ARTIFICIAL PLANTS OF ANY TYPE SHALL BE ALLOWED.**

Topsoil removed during the opening of the grave shall be stockpiled and replaced on top of the grave after interment.
13. The perimeter of the plot will be marked by the Town Clerk/Grand Lake Cemetery Committee at the time it is assigned. Any further marking of the grave site must be at ground level and be entirely within the marked perimeter. Persons utilizing the Grand Lake Area Cemetery understand that an agreement exists between the Town of Grand Lake and the National Park Service which provides for the use, maintenance and administration of the cemetery. Persons obtaining grave sites understand they have the perpetual right to use the cemetery but in no way obtain specific ownership to the grave sites and have no right to sell an unused site. **Persons understand they are responsible for the maintenance of the grave site.** The grave site may be tended to by volunteer organizations. Prior approval from the Town Clerk is required for burials, any excavation or ground disturbance, planting, and any alteration or addition to the natural or historical condition of the area.



To: Town of Grand Lake Mayor and Trustees
From: Heike Wilson, Town Treasurer
Re: AUTHORIZING CASH ACCOUNT AND SAFE DEPOSIT BOX SIGNERS

Date: 01/09/23

Background: Currently all of the Town of Grand Lake’s bank accounts require two signers. Current bank account signers are Stephan J. Kudron, Mayor; Ernie Bjorkman, Mayor Pro-Tem; Mike Arnston, Financial Trustee; John F. Crone, Town Manager which will remain in effect. Stephan J. Kudron, Mayor; John F. Crone, Manager and Heikela Wilson, Treasurer will also remain in effect for authorized online banking full access users.

Staff is requesting Stephan J. Kudron, Mayor; John F. Crone, Town Manager and Alayna Carrell, Clerk will be authorized designees for the safe deposit box.

Recommended Motion

I Move to approve Resolution 02-2023 AUTHORIZING CASH ACCOUNT AND SAFE DEPOSIT BOX SIGNERS

-Or-

I Move to approve Resolution 02-2023 AUTHORIZING CASH ACCOUNT AND SAFE DEPOSIT BOX SIGNERS with the Following Changes:

-Or-

I Move to Deny Resolution 02-2023 AUTHORIZING CASH ACCOUNT AND SAFE DEPOSIT BOX SIGNERS

**TOWN OF GRAND
LAKE RESOLUTION
NO. 02-2023**

**A RESOLUTION AUTHORIZING CASH ACCOUNT AND SAFE DEPOSIT
BOX SIGNERS**

WHEREAS, the Town of Grand Lake Board of Trustees (the "Board) policy is to require two signers on all checks, and

WHEREAS, the Town currently has cash accounts at the following entities:

United Business Bank:	1 Money Market Fund
United Business Bank:	1 Checking Account
U.S. Bank:	2 Checking Accounts
CSAFE:	2 Money Market Funds
ColoTrust:	1 Money Market Fund
Midwest:	1 Checking Account

WHEREAS, cash account current authorized signers are Stephan J. Kudron, Mayor; Ernie Bjorkman, Mayor Pro-Tem; Mike Arnston, Financial Trustee; John F. Crone, Town Manager and Alayna Carrell, Clerk; and

WHEREAS, the Town currently has a safe deposit box at United Business Bank; and

WHEREAS, United Business Bank suggests and the Board of Trustees desire two designees at a time be authorized to access the box;

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

THAT, Stephan J. Kudron, Mayor; Ernie Bjorkman, Mayor Pro-Tem; Mike Arnston, Financial Trustee; John F. Crone, Town Manager will be signers on cash accounts; and

THAT, Stephan J. Kudron, Mayor; John F. Crone, Town Manager and Alayna Carrell, Clerk will be authorized designees for the safe deposit box; and

THAT, Stephan J. Kudron, Mayor; John F. Crone, Manager and Heikela Wilson, Treasurer will be authorized online banking full access users; and

THAT, Heikela Wilson, Treasurer is added as authorized to request information on cash accounts; and

THAT, Heikela Wilson, Treasurer is authorized to set up, initiate and approve ACH transactions for the purpose of payroll, water customer payments and loan payments; and

THAT, any previously authorized users not listed above will be removed from the accounts.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 9th DAY OF January 2023.

(SEAL)

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

ATTEST:

**BOARD OF TRUSTEES OF THE
TOWN OF GRAND LAKE,
COLORADO**

Alayna Carrell, Town Clerk

Stephan J. Kudron, Mayor



To: Town of Grand Lake Mayor and Trustees
From: Heike Wilson, Town Treasurer
Re: Amendment of Municipal Code PURCHASING AND PROCUREMENT 4-2-2 -
Purchase Authorization to increase purchase order requirement amount.

Date: 01/09/23

Background: The Town of Grand Lake Municipal code 4-2-2 Purchase Authorization currently states *“No purchase in excess of five hundred dollars (\$500.00) shall be made without first securing a purchase order authorization from the Town Manager or his designee.”* Which has become inadequate due to inflation and should be adjusted to ensure the Town’s Department Heads can purchase supplies in a timely manner. The Staff is requesting this amount to be increased to \$2,500.00.

According to invoices booked in 2022 through November the Town has incurred 6,947 invoices.

- 6,562 for invoices \$500 or under
- 127 for invoices between \$501 and \$1,000
- 134 invoices between \$1,001 and \$2,500
- 98 for invoices between \$2,501 and \$10,000
- 26 for invoices between \$10,001 and up

The majority of invoices between \$501 and \$1,000 are for Parks operating supplies that are ordered each week for cleaning supplies for the restrooms, utilities, office supplies printing, and postage. Over \$1k to \$2,500 are mostly computer programs and IT services. The Board of Trustees will still be reviewing and approving the AP report at each board meeting.

Recommended Motion

I Move to approve Ordinance 2023-01 to Amend Town of Grand Lake Municipal Code Article 4-2-2 Purchase Authorization to increase the Purchase Order requirement from \$500 to \$2,500.00

-Or-

I Move to approve Ordinance 2023-01 to Amend Town of Grand Lake Municipal Code Article 4-2-2 Purchase Authorization to increase the Purchase Order requirement with the Following Changes:

-Or-

I Move to Deny Ordinance 2023-01 to Amend Town of Grand Lake Municipal Code Article 4-2-2 Purchase Authorization to increase the Purchase Order requirement.

TOWN OF GRAND LAKE BOARD OF TRUSTEES ORDINANCE NO. 2023-01

AN ORDINANCE AMENDING TOWN CODE SECTION 4-2-2 Purchasing Authorization.

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

WHEREAS, Section 4-2-2 PURCHASING AUTHORIZATION. Approvals and authorization under the title has become inadequate due to inflation; and

WHEREAS, Increasing the requirement of a purchase order from the current \$500 to \$2,500 for expenditures of supplies, materials, equipment, and services will bring the Town’s procurements in line with today’s prices and practices.

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

Grand Lake Municipal Code 4-2-2 shall be amended from

No purchase in excess of five hundred dollars (\$500.00) shall be made without first securing a purchase order authorization from the Town Manager or his designee.

To

No purchase in excess of two thousand five hundred dollars (\$2,500.00) shall be made without first securing a purchase order authorization from the Town Manager or his designee.

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

3. Repeal. Existing ordinances or parts of ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act

done or committed in violation of any ordinance hereby repealed prior to the taking effect of this Ordinance. Except as specifically amended by this ordinance, all other provisions of the Grand Lake Town Code shall remain in full force and effect.

INTRODUCED, APPROVED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 9th DAY OF JANUARY 2023.

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

ATTEST:

BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO

Alayna Carrell
Town Clerk

By: _____
Stephan Kudron
Mayor



To: Town of Grand Lake Mayor and Trustees

From: Heike Wilson, Town Treasurer

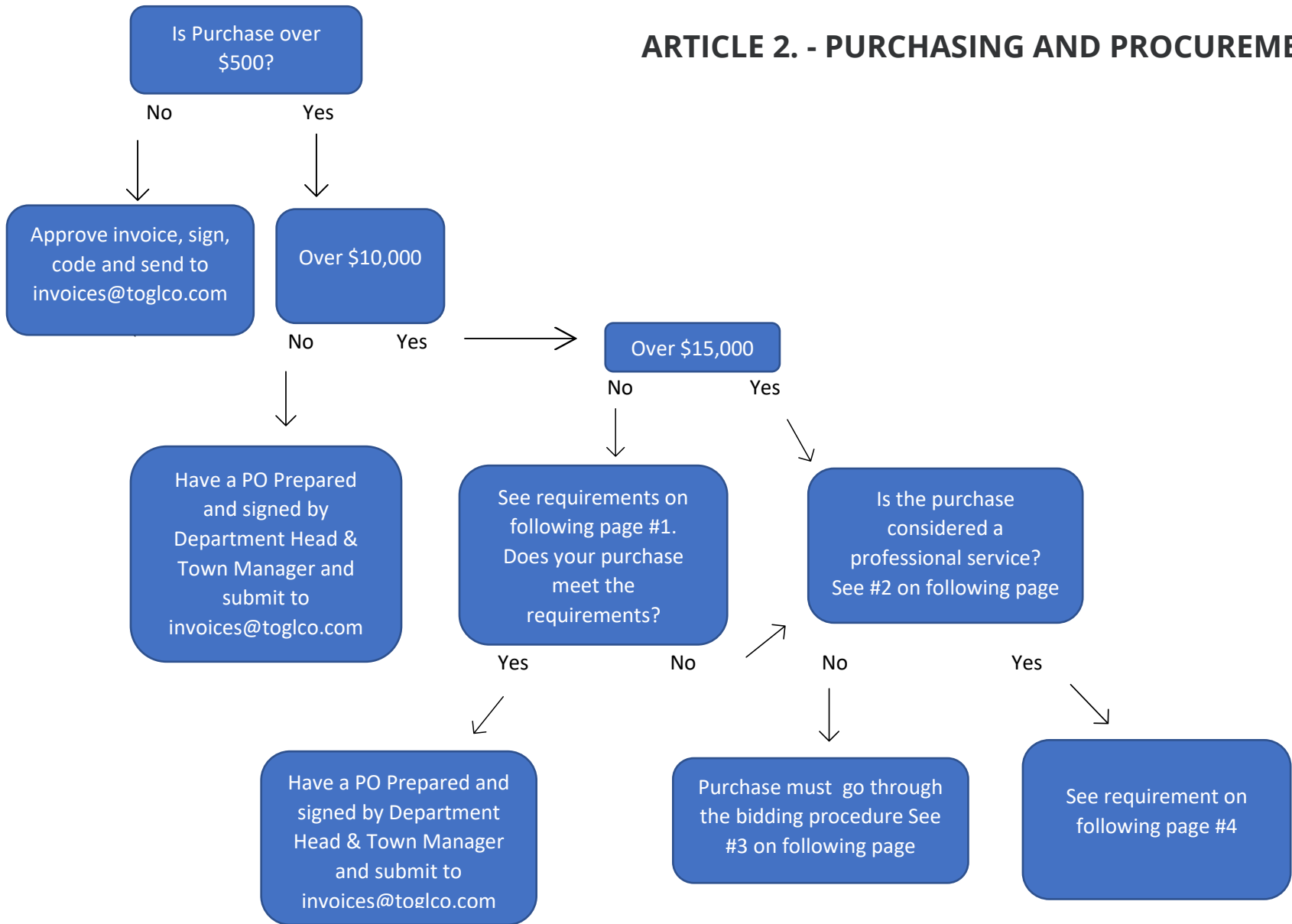
Re: A flow chart for purchased based on our Municipal Code for you review and understanding

Date: 01/09/23

I have put together flow chart for the Board of Trustees and Staff on the requirements for purchases based on our town code for an easier understanding of the process.

ARTICLE 2. - PURCHASING AND PROCUREMENTS

Section 10, Item D.



All contracts must have a current Grand Lake Business License, insurance with the Town of Grand Lake listed and W-9 before work starts.

ARTICLE 2. - PURCHASING AND PROCUREMENTS

1. (A) The Town Manager or his designee may purchase services or supplies without contract if the cost of the services or supplies does not exceed fifteen thousand (\$15,000.00) dollars, the purchase does not exceed the established budget, and the services or supplies are within one (1) of the following categories:

1. Supplies of limited availability, to wit, supplies indispensable to the Town which are obtainable, for practical purposes, from only one single source.
2. Services or supplies which are required due to an emergency condition or situation. These services or supplies shall not have a monetary limitation due to the existence of an emergency condition or situation.
3. Supplies which are perishable, to wit, supplies which cannot be purchased by ordinary procedures by reason of imminent spoilage or decay.
4. Supplies required by reason of practicality, to wit, supplies required in respect to uniformity of equipment presently in operation, uniformity of decorative and semi-decorative fixtures and supplies, and in respect to preferences based on particular individual usage or professional advice.
5. Routine supplies, to wit, supplies such as road base, where due to the quantity necessitated, a large purchase is necessary, but routine in the normal operation of business.

(B) All purchases of services or supplies under this Section shall be purchased at the best value for the lowest cost to the Town of Grand Lake.

2. Professional services means those services within the scope of accounting, legal, architecture, engineering, land surveying, and landscape architecture as defined in the Colorado Revised Statutes.

3. Contracts for services or supplies in an amount exceeding ten thousand (\$10,000.00) dollars will be awarded by competitive sealed bidding to the low responsible bidder whose bid meets the requirements and criteria set forth in the invitation for bids. See Municipal code for bidding requirements **4-2-5 - Bidding Procedure.**

4. The Town Manager or his designee shall issue a public notice in a newspaper of general circulation at least fourteen (14) days prior to the due date of applications for the professional service to be performed. See Municipal code **4-2-6 - Professional Services for all requirements**



Date: January 9th, 2023

To: Mayor Kudron and Trustees
From: Kimberly White, Community Development Director

Re: Recommendation to the Board of Trustees for Audio Visual Boardroom Update

Background

Prior to April 2020, the sound board in the board room, which controls the volume and sound input into the recording system, failed. It was replaced with the loaner soundboard, which was to be a temporary fix, but is still being used. In 2020, online meetings became commonplace and evolved into hybrid in-person/online meetings in 2022. The sound system in the board room was continually tweaked to accommodate for the evolving meetings, however the audio and visual system will require a comprehensive update for the meetings to be viewed at home and heard in-person effectively. The Board approved the replacement/upgrade of the equipment on the 2022 budget and Town Staff created, properly noticed, and collected bids for this project.

Currently, the Boardroom consists of 10 desktop microphones, one podium mic, a fixed camera, a projector, an interactive white board (not in use), a large speaker, and sound control board (loaner). Town Staff created a “Request for Proposal” to provide a quotation for the products, installation, and training of updated audio/visual equipment for the Board Room at the Town of Grand Lake Town Hall. (Exhibit A). The bid was open to the public from December 7th, 2022 until 5pm, December 28th, 2022. The Town received six (6) submissions for the Audio/Visual Update which are compiled on the attached spreadsheet (Exhibit B).

Per the verbiage in the RFP, on December 30th, The Town of Grand Lake will review all proposals submitted based on qualifications and product availability. The Town, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the Town, price and other factors being considered.

Staff Comments

Of the six (6) submissions, only five (5) companies submitted bids. Of the remaining 5, one (1) company would not perform the installation and was eliminated-leaving four (4). The two lowest bids differed by \$8,103.16 due to travel and installation costs. It is recommended that the Board move forward with negotiating a contract with the lowest responsible and responsive bidder (Michael’s Audio of Granby, CO). The advantage of this company is that they are a local company who can be onsite quickly in case of emergencies. The second lowest bidder (Xcite out of Centennial, CO) did not include new microphones in the bid, stating that they “examined the existing desk microphones and assted that these are sufficient for your current use and budget.” This may be a point that can be discussed with Michael’s Audio, to determine if the microphones are something the Town would like to replace.

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



Discussion

The next step per the RFP is that a contractor will be selected by the Board for the purpose of negotiating a contract. If a satisfactory contract cannot be negotiated with that Contractor, the Town shall formally end negotiations with that Contractor and select the next most favored provider and attempt to negotiate with that Contractor.

Recommended Motions:

The Trustees have the following options:

1. Motion to Direct the Mayor to Sign a Contract with _____ for the Updated Audio/Visual Equipment in the Boardroom

OR

2. Motion to Direct the Mayor to Sign a Contract with _____ for the Updated Audio/Visual Equipment in the Boardroom with the following conditions _____.

Request for Proposal



Town of Grand Lake Town

Audio Visual Board Room Equipment Update

Town of Grand Lake
1026 Park Avenue
Grand Lake, Colorado 80447

December 2022

TABLE OF CONTENTS

Invitation to Propose3
Project Purpose and General Background.....4
Scope of Work..... 4
Submittal and Evaluation Criteria 6
Evaluation and Selection Process7
Selection and Performance Schedule8
Agreement for Professional Services.....9

Invitation To Propose

Electronic Proposals will be received by the Town of Grand Lake (the “Town”) through the Rocky Mountain E-Purchasing System (“RMEPS”), until **5:00 p.m.**, local time (MST), **December 28th, 2022**, for the **Town of Grand Lake Audio Visual Board Room Equipment Update**. Proposals will be time-stamped by RMEPS upon receipt.

Proposal Submittals: All bids must be submitted electronically using the portal at <https://www.bidnetdirect.com/townofgrandlake>

The required Proposal documents must be received in the RMEPS submission portal on or before the Proposal due date and time. **Hardcopy submittals will not be accepted.** It is the Bidder’s sole responsibility to ensure all required Proposal documents are submitted through RMEPS by the submission deadline. RMEPS does not allow for uploading Proposal documents after the Proposal due date and time has closed.

Proposals will be time-stamped by RMEPS upon receipt. After uploading proposal documents, **Bidders must click the SUBMIT button.** The Town will not accept uploads that are “saved” but not “submitted”. To verify that a Proposal has been submitted successfully, Bidders may contact BidNet Support or verify, via the Bid Management tab in Bidder’s account, that the documents are not in “Draft” status. The Town does not have access to or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline at **800-835-4603**.

The Town assumes no responsibility for payment of any expenses incurred by any respondent to this Invitation to Bid. The Town of Grand Lake is an Equal Opportunity Employer.

Dated December 7th, 2022. TOWN OF GRAND LAKE, COLORADO

Project Purpose and General Background

Purpose

The Town of Grand Lake “Town” is accepting proposals for an Audio/Visual upgrade in the Town Hall Board Room, the purpose of which is to improve the hybrid sound and video quality for remote users and improve visual and auditory experience for in-house participants.

General Information:

The current audio/visual equipment for the Board Room includes 10 desktop microphones with stands which are wired into the sound board on the main boardroom table. An overhead projector is wired through the ceiling and possibly under the floor in the crawl space which daylights in the area near the sound board for connecting to dedicated laptop. A smart white board is mounted on the wall, but not installed into existing equipment. One large speaker is mounted on a tripod stand in the corner with wires hidden under a rubber wire protector cover. One camera is mounted to capture both the public podium and the entire board table during meetings and is broadcast through an online meeting program. The room dimensions are 27.5’W x 30’D x 10’H with about 50 person capacity including the Board members and public.

Scope of Work

To provide a quotation for the products, installation, and training of updated audio visual equipment for the Board Room at the Town of Grand Lake Town Hall. Quotations shall include the following items, but may include additional items as suggested by the Contractor:

Board Room Equipment Requirements

1. Board member microphones with stands (qty 10)
 - a. Wired and wireless option to be quoted
2. Podium microphone with stand (qty 1)
 - a. Must be able to walk around in the audience
 - b. Microphone not to be attached to the podium
3. Ceiling speakers (qty 2-4)
 - a. Any wires to be hidden by wire covers or run through walls/ceiling.
4. Hearing impaired headsets (qty 4)
5. Control Board to control all devices (qty 1)
6. 72” or greater, flat screen TV with mount for displaying presentations (qty 1)
7. Installation, programming, training
8. Required related miscellaneous equipment
9. On-call hourly troubleshooting fees

**** Optional/Alternative Equipment to be quoted separately ****

- Additional Camera for view of podium
- Headset microphone for board member (qty 1)
- Projector

Codes and Code Compliance

The awardee is required to comply with the Town of Grand Lake approved codes. Code review and compliance is subject to Town procedures and protocols.

Submittal and Evaluation Criteria

All submitted Proposals shall be signed by the Bidder and must include the Bidder’s contact name, business name, address and telephone number. Proposals by partnerships must be signed with the partnership name followed by the signature and designation of one of the partners or other authorized representative. A complete list of partners must be included with the proposal. Proposals by a corporation must be signed in the official corporate name, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation, and shall display the corporate seal. Corporations must designate the state in which they are incorporated, the address of their principal office, and the name and address of their agent for service of process. All Proposals must be submitted electronically using the portal at <https://www.bidnetdirect.com/townofgrandlake> .

Please Note: Addenda may be issued for this RFP and will be posted online at <https://www.bidnetdirect.com/townofgrandlake>. Bidders shall ensure all addenda issued are acknowledged and responses thereto submitted along with the required Bid Documents. Failure to submit such responses may result in disqualification of the respective Bid.

The RMPES website offers both “free” and “paying” registration options that allow for full access of the Town’s documents and for electronic submission. (Note: “free” registration may take up to 24 hours to process. Please plan accordingly.)

The Town does not guarantee accurate information obtained from sources other than RMEPS.

In order to simplify the review process and obtain the maximum degree of comparability, the proposal must follow the outline described below, and at a minimum, contain the required information. Respondents are encouraged to include additional relevant information. Respondents must also include a signature page with company name, address, phone number, contact name, authorized signature and date.

Project Understanding and Approach

- 1. Understanding of the project
- 2. Ability to perform all aspects of the project
- 3. Ability to meet schedules within budget

Similar Experience

- 1. List of clients (2-5) for whom similar work has been done. Include contact name and phone number
- 2. Relevant recent experience in comparable projects
- 3. Experience working with similar-sized municipalities

Qualifications

- 1. Key project staff and resumes (if applicable)
- 2. Company resources

Fees

The proposal shall include a fee proposal with the following information in a **separate file**:

- 1. A not-to-exceed fee
- 2. A subtotal of man-hours and fees
- 3. All anticipated expense items (listed individually)
- 4. An hourly rate fee schedule

Evaluation and Selection Process

The Town of Grand Lake will review all proposals submitted based on qualifications and product availability. The Town, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the Town, price and other factors being considered. The following are the evaluation criteria the Town will consider in determining which proposal is most advantageous to the Town:

A Contractor will be selected by the Board for the purpose of negotiating a contract. If a satisfactory contract cannot be negotiated with that Contractor, the Town shall formally end negotiations with that Contractor and select the next most favored provider and attempt to negotiate with that Contractor.

1. Project Understanding and Approach – Successful proposers will demonstrate an understanding of the magnitude of the task, the constraints, and desired outcomes for the project.
2. Similar Experience – Successful proposers will have experience completing similar installation which should be demonstrated by providing a description of 2 installations that best match the scope and desired outcomes for this project. Each example should highlight similarities to the proposed Grand Lake project with a reference and contact information.
3. Project Personnel – Successful proposers will provide information on personnel to be assigned to this project. Personnel should have experience from similar projects and/or in fields necessary to complete the proposed scope of work.
4. Cost – Provide a detailed cost proposal in a SEPARATE FILE. The cost proposal should be based on the tasks and products described in the above Scope of Work. Once all proposals have been evaluated, scored, and shortlist compiled, the Town will open the cost proposals of the shortlist firms. Costs will be considered as part of the final selection process.

*The Town reserves the right to interview Contractors submitting proposals in response to the RFP, should it be in the best interests to do so.

The attached sample Professional Services Agreement will be used by the Town as the contract document for the work. By submitting a Proposal, you accept the terms of this Agreement as stated. Any deviations from this Agreement must be requested in your submitted Proposal.

Selection and Performance Schedule

Following is a proposed schedule of events for the RFP process:

Advertisement/RFP Document Available	December 14 th , 2022
Questions Due	December 22 nd , 2022 at 5:00pm
Final Addendum (if needed)	December 23 rd , 2022
RFP Submittal Due	December 28 th , 2022 at 5:00pm
Submittal Screening	December 29 th , 2022
Selection of Awardee/Negotiation of Contract	December 30 th , 2022

Timetable and Progress

The final schedule for adoption will be determined during the negotiation of the professional services agreement, but in no case shall the time table provided for completion of all components of the work program exceed twelve (12) months from the date of execution of the contract.

Agreement For Professional Services

THIS AGREEMENT FOR PROFESSIONAL SERVICES (the "Agreement") is made and entered into this _____ day of _____, 2022 (the "Effective Date"), by and between the Town of Grand Lake, a Colorado municipal corporation with an address of 1026 Park Avenue, P.O. Box 99, Grand Lake, Colorado 80447, (the "Town"), and _____, Contractor with a principal place of business at _____ ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the Town requires professional services; and

WHEREAS, Contractor has held itself out to the Town as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the General Requirements of the Request for Proposal, attached hereto and incorporated herein by this reference and known as: **Audio Visual Board Room Equipment Update RFP**.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the Town is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the Town, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The Town shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the Town shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the Town shall pay Contractor \$_____. This amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the Town for such fees, costs and expenses. Contractor may submit periodic invoices, which shall be paid by the Town within 30 days of receipt.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law. The work performed by Contractor shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The Town's review, approval or acceptance of, or payment for any services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Because the Town has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work except as expressly set forth in the Scope of Services.

D. Contractor shall at all times comply with all applicable law, including without limitation all current and future federal, state and local statutes, regulations, ordinances and rules relating to: the emission, discharge, release or threatened release of a Hazardous Material into the air, surface water, groundwater or land; the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; and the protection of human health, safety or the indoor or outdoor environmental, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, *et seq.* ("CERCLA"); the Hazardous Materials Transportation Act, 49 U.S.C. § 1801, *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, *et seq.* ("RCRA"); the Toxic Substances Control Act, 15 U.S.C. § 2601, *et seq.*; the Clean Water Act, 33 U.S.C. § 1251, *et seq.*; the Clean Air Act; the Federal Water Pollution Control Act; the Occupational Safety and Health Act; all applicable environmental statutes of the State of Colorado; and all other federal, state or local statutes, laws, ordinances, resolutions, codes, rules, regulations, orders or decrees regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the Town. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the Town all of its right, title, and interest in such work. The Town may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. CONTRACTOR

Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it

is a Town employee for any purposes.

VII. INSURANCE

A. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the Town.

- 1. Worker's Compensation insurance as required by law.
- 2. Commercial General Liability insurance with minimum combined single limits of \$387,000 each occurrence and \$1,093,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the Town and the Town's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.
- 3. Professional liability insurance with minimum limits of \$387,000 each claim and \$1,093,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the Town. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the Town, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the Town a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the Town and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of

Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the Town may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. Prohibited Acts. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under this Agreement, Contractor shall: notify the subcontractor and the Town within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

E. Affidavits. If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Weld County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the Town shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The Town and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the Town and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the Town under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the Town's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the Town not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

L. Force Majeure. No Party shall be in breach of this Agreement if such Party's failure to perform any of the duties under this Agreement is due to Force Majeure, which shall be defined as the inability to undertake or perform any of the duties under this Agreement due to acts of God, floods, storms, fires, sabotage, terrorist attack, strikes, riots, war, labor disputes, forces of nature, the authority and orders of government or pandemics.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**TOWN OF GRAND LAKE,
COLORADO**

Stephen Kudron, Mayor

ATTEST:

Jennifer Thompson, Town Clerk

CONTRACTOR

By: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this day of _____, 2021, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____ . I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the Town of Grand Lake (the "Town"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the Town, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The Town must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the Town's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the Town.

Signature

Date

DEPARTMENT PROGRAM AFFIDAVIT

[To be completed only if Contractor participates in the Department of Labor Lawful Presence Verification Program]

I, _____, as a public contractor under contract with the Town of Grand Lake (the "Town"), hereby affirm that:

1. I have examined or will examine the legal work status of all employees who are newly hired for employment to perform work under this public contract for services ("Agreement") with the Town within 20 days after such hiring date;

2. I have retained or will retain file copies of all documents required by 8 U.S.C. § 1324a, which verify the employment eligibility and identity of newly hired employees who perform work under this Agreement; and

3. I have not and will not alter or falsify the identification documents for my newly hired employees who perform work under this Agreement.

Signature

Date

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was subscribed, sworn to and acknowledged before me this _____ day of _____, 2021, by _____ as _____ of _____.

My commission expires:

(S E A L)

Notary Public

Comparison of Bids (Exhibit B)

Company name	TEC 1- wireless	TEC 2- wired	Ford AV	Michaels	HCLV	Xcite
materials	\$38,705.98	\$23,497.84		\$15,982.85	\$27,700.00	\$16,752.09
expenses	\$2,050.00	\$2,050.00		\$1,500.00	\$4,464.50	\$9,284.92
labor	\$13,519.20	\$12,659.20		\$5,920.95	\$12,417.50	\$5,280.00
Total	\$54,275.18	\$38,207.04	\$47,473.78	\$23,213.85	\$44,582.00	\$31,317.01

Proposal

Date	Estimate #
7/13/2022	553

Name / Address
Town of Grand Lake P.O. Box 99 1026 Park Avenue Grand Lake, CO 80447-0099

Ship To
Grand Lake Town Hall Grand Lake

Proposal Date	Customer Phone	Customer Alt. Phone	Code
7/13/2022	627-3435		

Item	Description	Qty	Rate	Total
Sony	Board Room KD85X85K 4K LED Smart TV	1	1,899.95	1,899.95T
A2VT4080	Tilt Mount, Large	1	99.95	99.95T
50' HDMI	50' HDMI Cable	1	149.95	149.95T
wire mold	Wire Mold, per foot	45	3.00	135.00T
	Audio System			
Michaels A...	Audio Technica ATUC-50CU Control Unit For Microphones	1	1,799.95	1,799.95T
Michaels A...	Audio Technica ATUC50DUA Desk Top Control Units For Microphones	11	420.00	4,620.00T
Michaels A...	Audio Technica ATUCM58H Microphones	11	179.95	1,979.45T
Michaels A...	Audio Technica Series 10 PRO Wireless Headset Microphone	1	599.95	599.95T
Michaels A...	Listen EVERYWHERE 2 Channel Wi-Fi Audio Server	1	1,295.00	1,295.00T
Michaels A...	Peavey Impulse 8 C Ceiling Mount Speakers	4	179.95	719.80T
16/2	Black Speaker Cable	160	0.40	64.00T
Michaels A...	Peavey IPR2-2000 Digital Amplifier	1	499.95	499.95T
Michaels A...	Phoenix To Male XLR	4	20.00	80.00T
Michaels A...	6' XLR Cable	1	24.00	24.00T
CAT 5E	Cat 5E Ethernet Cable, per foot	40	0.50	20.00T
Michaels A...	Bulk Earbuds 100 Pack Wholesale Headphones Individually Wrapped	100	1.40	140.00T
RJ-45	RJ-45 Connectors	26	2.00	52.00T
HikVision	DS-2DF6A832X-DE3-T5 8 MP 32x Network Speed Dome	1	1,613.95	1,613.95T
Service	Parts and Labor to install camera and set it up on apps Installation	1	700.00	700.00
SC2 *Non-...	Standard Service Call Fee -- 2 Technicians -- Incl 1/2hr labor	1	189.95	189.95
Per Hour	Labor Charge - \$129.00 per man/Per hour.2 Men Approximately 2.5 Full Days Plus Parts	19.5	258.00	5,031.00

Michaels Audio, Video and
Home Automation, Inc.
P.O. Box 651
Winter Park, CO 80482-0651

Subtotal**Sales Tax (0.0%)****Total**

Phone #	Fax #	E-mail	Web Site
970-726-8763		office@michaelsav.com	www.michaelsav.com

Proposal

Date	Estimate #
7/13/2022	553

Name / Address
Town of Grand Lake P.O. Box 99 1026 Park Avenue Grand Lake, CO 80447-0099

Ship To
Grand Lake Town Hall Grand Lake

Proposal Date	Customer Phone	Customer Alt. Phone	Code
7/13/2022	627-3435		

Item	Description	Qty	Rate	Total
Programming	Programming equipment	10	150.00	1,500.00

Michaels Audio, Video and Home Automation, Inc. P.O. Box 651 Winter Park, CO 80482-0651
--

Subtotal	\$23,213.85
Sales Tax (0.0%)	\$0.00
Total	\$23,213.85

Phone #	Fax #	E-mail	Web Site
970-726-8763		office@michaelsav.com	www.michaelsav.com



Town of Grand Lake

TGL 003 - AV Upgrades



December 24, 2022

PROPOSAL PREPARED FOR:

Town of Grand Lake
Attn: Kim White
1026 Park Ave
Grand Lake, CO 80447

PROPOSAL PREPARED BY:

Xcite Audiovisuals LLC (XciteAV)
Larry Crawford
7167 S. Alton Way
Centennial CO 80112
303.881.3233 – larry@xciteav.com

Firm Fixed Price – BASE Project	\$31,317.01
Firm Fixed Price – Wireless MIC Option	\$29,931.47
Firm Fixed Price – HDMI Podium Input Option	\$2,076.00
Firm Fixed Price – Headset MIC Option	\$2,727.00
Firm Fixed Price – New Projector Option	\$4,148.00

General NOTES:

Xcite AV acknowledges the information included in the RFP dated DEC /2022.

XciteAV does not have or foresee any potential conflicts in support of this solicitation.

XciteAV will NOT utilize any subcontractors on this project in an effort, to preserve the quality and the highest workmanship.

The Pricing found within this proposal will remain valid for the contract term until 03/31/2022.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.



EXECUTIVE SUMMARY NARRATIVE:

To whom it may Concern,

I would like to thank you for the opportunity to present our response to the request for proposal to integrate/install the new Audiovisual Systems for XXXXXXXX. As Managing Member of Xcite Audiovisuals, LLC, I am pleased to submit the enclosed Proposal. Xcite Audiovisuals, LLC is looking forward to working with you on this project.

In submitting the forthcoming information, Xcite Audiovisuals, LLC is providing a cost to provide complete audiovisual systems equipment and installation services per the request and any information given, which will ensure the final deliverable of the Audiovisual project will be accurate and successful. I affirm Xcite Audiovisuals' willingness to enter into any contracts/agreements pertaining to this project.

Xcite AV is a small business founded in **2007**, located in Centennial, CO. Xcite AV employs over 60 years of cumulative experience in the custom audiovisual industry. Xcite AV has extensive knowledge and a successful integration history of the types of audiovisual systems outlined for this project, proven and detailed under qualifications in this Proposal. Our company culture can be described as young and dynamic. We all work for the "X" and every daily decision is based on how it would affect the "X". Our employees are efficient and hold workmanship to the highest standard. XciteAV views customer service as the most paramount attribute in our industry and that standard is the foundation of our company and mission. The pricing we provide leads the Denver Metro area and we have found through feedback that it is extremely competitive.

I firmly believe that our company is the correct choice for completing this project successfully. Our extensive qualifications and successfully completed projects in the Denver Metro area and throughout Colorado speak volumes about our reputation and A/V proficiency. These proven skills will allow us to complete this project as designed, on schedule and ensure the correct functionality. Moreover, our laser focus on customer service will manifest a great relationship with the GC, the Consultant, as well as the Customer/Owner. This foundation of service ensures that expectations are always exceeded and that the utmost satisfaction is achieved for the customer.

Thank you again for the opportunity to offer our proposal and to work with the XXXXXX on this project. Xcite AV is looking forward to exceeding your requirements and your customer service expectations.

Xcite Audiovisuals, LLC

Brian Seid, Managing Member



As defined under Section 3 of the Small Business Act (15 U.S.C. 632) Xcite AV qualifies as a small business.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



PROJECT GENERAL ASSUMPTIONS AND CLARIFICATIONS:

- Any owner provided A/V equipment is assumed to be in good working order and is NOT covered under any additional warranties included in this proposal. This equipment may be required for any XciteAV in-house pre-build activities.
- Coordination and communication with the Owner will be paramount for a successful project.
- Any network considerations shall be provided by Owner IT staff.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



PROJECT DESCRIPTION:

AUDIO SYSTEMS

Xcite AV has examined the existing desk microphones and assess that these are sufficient for your current use and budget. A new wireless handheld microphone will be installed at the podium.

A new digital signal processor/mixer will replace the existing analog mixer that is on the dais. This will require the extension of the microphone lines from the dais to the new rack location. A new amplifier will be installed and connected to (2) new surface mounted speakers. The speakers will be mounted on the audience side of the header in the room. All wiring will be run under the floor through the crawl space. Every attempt will be made to run wiring through the walls where possible. Wiremold will be used where applicable.

A note as the bid asks for cost of new wireless microphones.

ASSISTED LISTENING SYSTEMS

A new Williams Assisted Listening System will be installed and consist of 3 R1N receivers and a Wi-Fi transmitter that will be connected to the owners Wi-Fi system. This will allow meeting participants to connect via an app on their phone as well. This will allow the town to be compliance of the ADA requirements.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



CONTROL SYSTEM

A new Extron control system will be installed and consist of a control system processor and 11" Samsung tablet. The tablet will be custom programmed for use as the main control for the operation of the room. This tablet is to be used for only the control system and not operate any other software. The custom interface will give you an intuitive interface that will give you a single button press to turn the system on. There will be a page dedicated to individual microphone and source levels. Video input will be selectable between the clerk's computer and the existing owner furnished wireless system. The control system will also control the new 75" display that will be mounted in the chambers. Five presets for the camera will be programmed on the panel as well as a page for pan, tilt, zoom, and focus.

VIDEO SYSTEMS

A new 75" Sony commercial display will be mounted on the wall using a commercial grade tilting wall mount. A small adapter will be mounted behind the display to accommodate the existing owner furnished wireless video receiver. A new HDMI over Cat6A extender will be installed to the Clerk's PC.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



WEB CONFERENCING

The Town will have zoom, teams, or another soft codec on the clerk's computer. The feed from the camera and audio from the digital signal processor will be routed to this computer. It will require 2 USB ports. When a call is made through the soft codec you will be able to display this on the new 75" display. Far end audio will be routed to newly installed surface mount speakers. All in room microphones will be routed to the call. The camera will be able to show the council or via one of the presets the podium.

EQUIPMENT STORAGE

A new equipment rack will be located near the storage area. All cabling will be routed back to the new rack. Cabling will be routed up through the crawl space and into the rack. The rack will have a locking door to discourage unauthorized personnel from accessing the equipment.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



OPTIONAL EQUIPMENT

We have included an optional quote for a wireless microphone system. This system has a microphone with a built in speaker for each council member. A 3.5mm jack is built into each of the workstations as well. There is a charging base for the microphones. Each microphone can be individually controlled.

A wireless headset microphone option has also been quoted for use by a Board Member.

A new projector option has been quoted. We believe the 75" display will be more effective then installing a new projector in this room. The room height is not sufficient to get a large enough screen to justify the additional cost. The current projection surface does not meet AVIXA standards for BDM (Basic Decision Making).

A new HDMI input at the podium has been quoted. This will have a white HDMI input plate mounted into the podium. This will be an HDMI over Cat6A extension to the new Display.

TRASH/RECYCLING

There will be several boxes, which include the box of the display, all boxes of the interface boxes, camera box, the wireless microphone boxes. All equipment on the list will have cardboard boxes that will need to be thrown out.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



PROJECT APPROACH:

Plan Review/Design

The project design has been verified and the associated equipment have been confirmed per the Specifications, Plans and information given. This will demonstrate our understanding of the Project and Scope.

Procurement

Upon receipt of the Contract and/or Purchase Order, all equipment will be procured, including any software items or licenses. Any extensive lead time items will be communicated to the Team.

Integration with Existing systems

XciteAV will coordinate with the owner on any necessary items that are needed with regards to the integration of any existing systems.

Installation

At the beginning of physical installation, tight communication lines will be upheld between XciteAV and the Team to ensure any field concerns are communicated and progress updates are given. The core systems will be pre-built at XciteAV offices as required. This will entail the Equipment Rack being pre-built, the equipment being powered on to identify any failures, firmware being updated and the initial Control System Source Code being loaded and tested. The on-site systems integration will then commence until completion.

Testing

Upon substantial completion of the installation on-site, XciteAV will commence testing of the systems prior to commissioning to ensure proper functionality.

Training

System Training and Demonstration will be coordinated with staff and an agenda distributed.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



PRICING Breakout – BASE BID
Audio-Video Systems

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



Quote

Estimate # 01-14165B

Date 12/16/2022

Name / Address

Town of Grand Lake Town
Kim White
1026 Park Avenue
Grand Lake, Co 80447

Item	Description	Qty	Rate	Total
	Town of Grand Lake----			
	TOGL-003--			
	Town of Grand Lake 1026 Park Ave Grand Lake, CO 80447			
	AUDIO SYSTEMS:			
AP41OM5A	Audix AP41 OM5 WIRELESS MICROPHONE SYSTEM – R41 DIVERSITY RECEIVER WITH H60/OM5 HANDHELD TRANSMITTER	1	596.80	596.80
DS5E	Atlas Sound DS5E Fixed Height Desktop Mic Stand 5" Ebony Finish.	1	30.99	30.99
TesiraFORTE CI	Biamp TesiraForte CI TesiraFORTE DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, and Sona™ Acoustic Echo Cancellation (AEC) technology (all 12 inputs).	1	3,156.00	3,156.00
60-1449-01	Extron 60-1449-01 MPA 601-70V - 1 x 60 watts @ 70 volts ENERGY STAR® qualified amplifier	1	413.00	413.00
60-1308-13	Extron 60-1308-13 SM 26T SpeedMount Two-Way Surface Mount Speakers with 6.5" Woofer, 1" Silk Dome Tweeter. 70V WHITE , PAIR	1	385.00	385.00
	ASSISTED LISTENING SYSTEM:			
WF SY5 PRO-3	Williams WF SY5 PRO-3 Wi-Fi assistive listening system with 3 Wi-Fi receivers. System includes: (1) WF T5 transmitter, (3) WF R1N receivers, (3) CCS 062 BK receiver skins, (1) CHG 404 WF 4-slot charger, (3) HED 024 headphones, (2) NKL 001-S neckloops, (1) RPK 005 rack panel kit, and (1) IDP 008 ADA wall plaque.	1	2,154.00	2,154.00
	CONTROL SYSTEM:			
60-1911-01A	Extron 60-1911-01A IPCP Pro 250 xi IPCP Pro xi Control Processor with LL UI Upgrade	1	2,319.00	2,319.00
Galaxy Tab S8 11"	Samsung Galaxy Tab S8 11" 128GB WiFi 6E Android Tablet w/ Large LCD Screen, Long Lasting Battery, S Pen Included, Ultra Wide Camera, US Version, Graphite	1	699.00	699.00
Lamicall Tablet Stand ...	Lamicall Tablet Stand Adjustable	1	35.00	35.00

<p>*** Any changes or unforeseen items may result in an additional charge.***</p> <p>*** This Estimate is good for 30 Days.***</p> <p>Approval Signature _____</p>	Subtotal
	Sales Tax (0.0%)
	Total



Quote

Estimate # 01-14165B

Date 12/16/2022

Name / Address
Town of Grand Lake Town
Kim White
1026 Park Avenue
Grand Lake, Co 80447

Item	Description	Qty	Rate	Total
AN-210-SW-R-8-POE	Araknis Networks AN-210-SW-R-8-POE 8-port Gigabit Websmart Network Switch with Partial PoE+, Rear Ports, Standard IEC Detachable Power Cable, Rack or Wall Mount Options, BLACK.	1	486.95	486.95
	VIDEO SYSTEMS:			
FWD75X81CH/AL	Sony FWD75X81CH/AL 75" 3840 x 2160 4K HDR LED Display 16/7, 1yr warranty - Black	1	1,513.00	1,513.00
LTA1U	Chief LTA1U Large Fusion Tilt Wall Mount, 37" x 65", Universal Black	1	289.00	289.00
CSMP9X12	Chief CSMP9X12 Component Storage Panel, Interface	1	48.00	48.00
ALF-20X-CAM	Alfatron ALF-20X-CAM, 20X 1080p PTZ Camera with 3.2(tele) - 55.8(wide) degree shooting angle, USB3.0, HDMI, LAN, RS-232 Multifunction IR remote control, RS-232 control options and PC control using Sony VISCA or Pelco-D/ Pelco-P command, incl. shelf mount bracket and remote control, Black	1	1,419.00	1,419.00
ALF-WP70S-UB	Alfatron ALF-WP70S-UB 2x1 switcher and HDBaseT transmitter with an HDMI, USB-B and USB-C input.	1	799.00	799.00
U-TAP-HDMI	AJA U-TAP-HDMI USB 3.0/3.1 Gen 1 Powered HDMI Capture Device	1	399.00	399.00
	EQUIPMENT RACK:			
ERK-18-25	Middle Atlantic ERK-18-25 18 Space Enclosure, Rear Door, 25" Depth, BLACK.	1	668.00	668.00
PFD-18	Middle Atlantic PFD-18 Front Door, Smoked Plexiglas Door.	1	336.35	336.35
PD-915R	Middle Atlantic PD-915R Power Conditioner.	1	196.00	196.00
U1	Middle Atlantic U1 1 Space Shelf, 1U	1	45.00	45.00
FWD-EB4	Middle Atlantic FWD-EB4 4 RU Forward Tool-Less Blank Panel	2	39.50	79.00
Materials/Costs	Materials, Costs & Consumables to Facilitate Installation.	1	685.00	685.00
	Subtotal			16,752.09
	Other Project Costs			
G&A	Xcite Audiovisuals, LLC General & Administrative Services and Costs.	1	547.92	547.92
DESIGN/ENGINEER	Design and Engineering services for all projects.	1	725.00	725.00
EXTRON	Extron Programming services, system integration, testing and system validation for Extron Control systems.	1	2,400.00	2,400.00
BIAMP	Biamp Programming Services; DSP Setup and Configuration/Calibration/Audio Balancing.	1	1,200.00	1,200.00
LABOR	Xcite Audiovisuals, LLC Installation and Integration Services, includes 90 Day Service Call Guarantee.	1	5,280.00	5,280.00

<p>*** Any changes or unforeseen items may result in an additional charge.***</p> <p>*** This Estimate is good for 30 Days.***</p> <p>Approval Signature _____</p>	Subtotal
	Sales Tax (0.0%)
	Total



Quote

Estimate # 01-14165B

Date 12/16/2022

Name / Address

Town of Grand Lake Town
 Kim White
 1026 Park Avenue
 Grand Lake, Co 80447

Item	Description	Qty	Rate	Total
Project Management	Xcite Audiovisuals Project Management and Design Services. Coordination with Owner and/or General Contractor regarding Project progress and activities. Verification of Equipment procurement and any in-house system Pre-Build tasks. Follow-up to ensure project completion dates. Inspection of Technician workmanship and adherence to design when necessary.	1	1,287.00	1,287.00
Shipping	Shipping services/Delivery	1	825.00	825.00
TRAVEL	Travel expenses to facilitate completion of any projects requiring travel.	1	2,300.00	2,300.00

<p>*** Any changes or unforeseen items may result in an additional charge.***</p> <p>*** This Estimate is good for 30 Days.***</p> <p>Approval Signature _____</p>	Subtotal	\$31,317.01
	Sales Tax (0.0%)	\$0.00
	Total	\$31,317.01



PRICING Breakout – Wireless Microphone Option

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



Quote

Estimate # 01-14171B

Date 12/20/2022

Name / Address

Town of Grand Lake Town
Kim White
1026 Park Avenue
Grand Lake, Co 80447

Item	Description	Qty	Rate	Total
	Town of Grand Lake----			
	Wireless Microphone Option--			
	Town of Grand Lake Town Kim White 1026 Park Avenue Grand Lake, CO 80447			
	WIRLESS MICROPHONE OPTION:			
71.98.0035	Televic 71.98.0035 Confidea WAP G4, Operates in the limited access DFS channels maximizing the available spectrum, 3 x 2 MIMO antenna design with diversity to mitigate multipath effect resulting in robust wireless link, Support for 255 Confidea G4 devices, PoE+ LAN port, NO Dante, Balanced analog IN and OUT.	1	3,412.50	3,412.50
71.98.0028	Televic 71.98.0028 PoE+ power adapter for Confidea WAP G4.	1	103.60	103.60
71.98.0081	Televic 71.98.0081 Confidea FLEX G4 touch enabled wireless tabletop conference unit, Multifunctional button for delegate, chairman and dual use, Push & Lock USB-C microphone connector, Loudspeaker, Hot swap dual battery compartment, 5.2" capacitive touch screen,NFC card reader, Comes with one Confidea Battery Pack G4 included that lasts 12h on a full charge.	10	1,273.00	12,730.00
71.98.0094	Televic 71.98.0094 PLM 401F GSM immune gooseneck microphone of 40 cm with push & lock mechanism, providing consistent and high bandwidth, low equivalent noise, excellent front to back ratio and a frequency response boost around 4kHz resulting in increased clarity and augmented intelligibility. Length 400mm	10	231.00	2,310.00
71.98.0046	Televic 71.98.0046 Confidea CHT G4 Charging Station for 10 Batteries, Charging Time of only 2 Hours, LAN, Rack Mountable.	1	1,273.00	1,273.00
71.98.3000	Televic 71.98.3000 Confero 360 License; Unlocks Browser Interface Features	1	2,800.00	2,800.00
99.06.0006	Televic 99.06.0006 Remote system access for installation, configuration and/or updating of a new or existing Televic System. Prior to scheduling a remote session, the following criteria must be met:	1	2,250.00	2,250.00
Materials/Costs	Materials, Costs & Consumables to Facilitate Installation.	1	250.00	250.00
BIAMP	Biamp Programming Services; DSP Setup and Configuration/Calibration/Audio Balancing.	1	625.00	625.00
EXTRON	Extron Programming services, system integration, testing and system validation for Extron Control systems.	1	650.00	650.00
LABOR	Xcite Audiovisuals, LLC Installation and Integration Services, includes 90 Day Service Call Guarantee.	1	1,650.00	1,650.00

<p>*** Any changes or unforeseen items may result in an additional charge.***</p> <p>*** This Estimate is good for 30 Days.***</p> <p>Approval Signature _____</p>	Subtotal
	Sales Tax (0.0%)
	Total



Quote

Estimate # 01-14171B

Date 12/20/2022

Name / Address

Town of Grand Lake Town
 Kim White
 1026 Park Avenue
 Grand Lake, Co 80447

Item	Description	Qty	Rate	Total
	Subtotal			28,054.10
	OTHER PROJECT COSTS:			
G&A	Xcite Audiovisuals, LLC General & Administrative Services and Costs.	1	767.37	767.37
DESIGN/ENGINEER	Design and Engineering services for all projects.	1	685.00	685.00
Shipping	Shipping services/Delivery	1	425.00	425.00
	Subtotal			1,877.37

<p>*** Any changes or unforeseen items may result in an additional charge.***</p> <p>*** This Estimate is good for 30 Days.***</p> <p>Approval Signature _____</p>	Subtotal	\$29,931.47
	Sales Tax (0.0%)	\$0.00
	Total	\$29,931.47



PRICING Breakout – HDMI Podium Input

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



Quote

Estimate # 01-14186B

Date 12/23/2022

Name / Address

Town of Grand Lake Town
 Kim White
 1026 Park Avenue
 Grand Lake, Co 80447

Item	Description	Qty	Rate	Total
	Town of Grand Lake----			
	Podium Input--			
	Town of Grand Lake Town Kim White 1026 Park Avenue Grand Lake, CO 80447			
	PODIUM HDMI INPUT:			
ALF-WP70S-UB	Alfatron ALF-WP70S-UB 2x1 switcher and HDBaseT transmitter with an HDMI, USB-B and USB-C input.	1	799.00	799.00
Cables/Wiring	Cables/Wiring Bulk Cabling and Wiring that is required to facilitate and complete the Installation. (Such as Cat6A, Cat6, Audio Line, MIC Line, VGA Line and Control Lines)	1	165.00	165.00
Materials/Costs	Materials, Costs & Consumables to Facilitate Installation.	1	75.00	75.00
B6-4K2-2	Binary B6-4K2-2, 4K Ultra HD Premium Certified High Speed HDMI Cable with GripTek	2	49.00	98.00
Shipping	Shipping services/Delivery	1	64.00	64.00
EXTRON	Extron Programming services, system integration, testing and system validation for Extron Control systems.	1	350.00	350.00
LABOR	Xcite Audiovisuals, LLC Installation and Integration Services, includes 90 Day Service Call Guarantee.	1	525.00	525.00

*** Any changes or unforeseen items may result in an additional charge.*** *** This Estimate is good for 30 Days.*** Approval Signature _____	Subtotal	\$2,076.00
	Sales Tax (0.0%)	\$0.00
	Total	\$2,076.00



PRICING Breakout – Headset Microphone

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



Quote

Estimate # 01-14172B

Date 12/20/2022

Name / Address
Town of Grand Lake Town
Kim White
1026 Park Avenue
Grand Lake, Co 80447

Item	Description	Qty	Rate	Total
	Town of Grand Lake----			
	Headset Microphone Option--			
	Town of Grand Lake Town Kim White 1026 Park Avenue Grand Lake, CO 80447			
	HEADSET MICROPHONE OPTION:			
AP41 BP	Audix AP41 BP WIRELESS,R41,BODY PACK ONLY	1	539.00	539.00T
HT2	Audix HT2 Durable adjustable headworn microphone for live vocal performance, 3' cable 3-pin mini-XLRf. Black. Supercardioid.	1	179.00	179.00T
Cables/Wiring	Cables/Wiring Bulk Cabling and Wiring that is required to facilitate and complete the Installation. (Such as Cat6A, Cat6, Audio Line, MIC Line, VGA Line and Control Lines)	1	100.00	100.00T
ADS48	AUDIX ADS48 Antenna distribution system. Combines four (4) two-channel systems (a total of 8 channels) with one set of antennas and one power supply. Includes all BNC and jumper cables.	1	549.00	549.00T
Materials/Costs	Materials, Costs & Consumables to Facilitate Installation.	1	75.00	75.00T
BIAMP	Biamp Programming Services; DSP Setup and Configuration/Calibration/Audio Balancing.	1	350.00	350.00
EXTRON	Extron Programming services, system integration, testing and system validation for Extron Control systems.	1	275.00	275.00
LABOR	Xcite Audiovisuals, LLC Installation and Integration Services, includes 90 Day Service Call Guarantee.	1	660.00	660.00

<p>*** Any changes or unforeseen items may result in an additional charge.***</p> <p>*** This Estimate is good for 30 Days.***</p> <p>Approval Signature _____</p>	Subtotal	\$2,727.00
	Sales Tax (0.0%)	\$0.00
	Total	\$2,727.00



PRICING Breakout – New Projector

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



Quote

Estimate # 01-14173B

Date 12/20/2022

Name / Address

Town of Grand Lake Town
 Kim White
 1026 Park Avenue
 Grand Lake, Co 80447

Item	Description	Qty	Rate	Total
	Town of Grand Lake----			
	Projector Option--			
	Town of Grand Lake Town Kim White 1026 Park Avenue Grand Lake, CO 80447			
	Existing smart board projection surface and projector pipe will be re-used. ***XciteAV assumes HDMI cabling and connections are existing.***			
	PROJECTOR OPTION:			
PT-VMZ51U7	Panasonic PT-VMZ51U7 WUXGA 1920 X 1200 5200 LMNS LASER PROJECTOR 4K	1	2,595.00	2,595.00
RPMAUW	Chief RPMAUW RPA Elite Universal Projector Mount with Keyed Locking.Quick connect/disconnect. WHITE	1	269.00	269.00
Materials/Costs	Materials, Costs & Consumables to Facilitate Installation.	1	165.00	165.00
Shipping	Shipping services/Delivery	1	84.00	84.00
EXTRON	Extron Programming services, system integration, testing and system validation for Extron Control systems.	1	250.00	250.00
LABOR	Xcite Audiovisuals, LLC Installation and Integration Services, includes 90 Day Service Call Guarantee.	1	785.00	785.00

*** Any changes or unforeseen items may result in an additional charge.*** *** This Estimate is good for 30 Days.***	Subtotal	\$4,148.00
	Sales Tax (0.0%)	\$0.00
	Total	\$4,148.00

Approval Signature _____



TEAM CERTIFICATIONS:

InfoComm

CTS

CTS-I

Crestron

Masters – SILVER

Crestron 101

Toolbox

DMC-E

DMC-D

DM Tools

Commercial System Design

QSC

QSYS Level 1

QSYS Level 2

SynAudCon

Audio System Design

Audinate

Dante I

Dante II

Dante III

CISCO

CCENT

Clearone

COMPTIA Security +

AMX

ACE Installer I and II

ACE Programmer

Biamp

Audia/Nexia Level II

Tesira/Vocia Level II

Extron

Emerging Technology – Extron Certified II

Control Professional PLUS

Microsoft

MCP & MCSE 2000

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



ORGANIZATION AND RESOURCES:

XciteAV Corporate Office

7167 S. Alton Way

Centennial CO 80112

The above address has been the SOLE location of Xcite Audiovisuals LLC, since 2009. The office consists of over 12,000 Sq. Ft and consists of a Receptionist's Area, (5) Sales Offices, Installation Supervisor/CAD Office, Finance/Controller Office, Warehouse, (2) Pre-Build/Staging Areas, A Banquet Room, Theatre Showroom and Employee Pool Table Area. XciteAV provides Audiovisual System design, sales and installation for Colorado, Wyoming and New Mexico. Projects out of these regions will be assessed by request.

XciteAV employs 24 people.

XciteAV is managed by (2) managing members of the LLC, each have 50% ownership in the company. The company is a Limited Liability Company classified as an S-Corp. Xcite AV is registered under the State of Colorado in Good Standing. They are responsible for the Company operations, the Commercial Design, Engineering and Sales process, AR, AP and overall management of company processes.

The Operations & Finance Director, Andreas Watt oversees the internal processes of the company, such as Finance, Human Resources, Procurement, Receiving, Product research and Training.

The Commercial Installation department is supervised by Justen Johnson. He provides training, project readiness, safety processes and oversees workmanship and commissioning.

The Residential Installation department is supervised by Nick Psilas. He provides training, project readiness, safety processes and oversees workmanship and commissioning.

Six installation technicians execute the completion of projects. Each is responsible for progress reports to Justen.

CAD draftsman creates and edits all Shop Drawings and Record Drawings.

XciteAV performs Drug testing and Background checks on all employees.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



KEY PERSONNEL:

Contractual:	Brian Seid	
Sales:	Larry Crawford	
	Isaac Seid	
Project Manager:	Justen Johnson	
Supervisor Installation:	Dietrich Kline	
Installation Technicians:	Garey Rickher	Freddie Allen
	Pablo Novares	Gabe Tofoya
Programmer (Crestron & Extron)	Donny Watt	Adam Moffitt
	Eric Young	
Warehouse Supervisor	Albert Blaw	
Sales Coordinator	Jarrett Morgan	

Above personnel have executed success on all project examples detailed in experience and qualifications. References shall be able to speak highly of each of their skills and customer service. Moreover, their workmanship on completed projects will be very clear.

Project Management:

Upon the award of any new project, XciteAV holds a kick-off meeting to discuss logistics, project design and areas of responsibility.

After this meeting the project manager is responsible for the commencement of the project. We delegate the responsibilities of Daily Status Updates, Quality Control and scheduling to different team members for each project. This will ensure a wide variety of experience and knowledge of every aspect to achieve a successful project.

Schedule and Submittal Control:

XciteAV works with the Contractor and/or Owner to input the A/V tasks into their schedule. We include durations for each task as it relates to the timeline. Milestone are included to ensure a seamless integration with other construction tasks.

Shop Drawings and Submittals are completed and submitted per the requirements of the specific project. This will include Control system Graphical design and Screen Shot development. Upon review and/or comments made, all submittals and shop drawings are updated prior to installation tasks beginning and the procurement of equipment and materials.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.



Project Commissioning:

Xcite Audiovisuals, LLC Commissioning and Confirmation Services include the following:

- Identification and resolution of issues caused by defective products, cabling, programming or design errors.
- Setup and connection of video conferencing and audio-conferencing systems, including optimization of their performance.
- Setup and tuning of audio DSPs (digital signal processors) to ensure the best performance for a conference room or classroom.
- Setup, calibration and matching of video projectors, video walls and flat screen displays for the best possible images.
- Finalization of the programming of your control system. We will work with the AV system's end users to be sure control screens make sense and meet their needs.

Project Software:

Xcite Audiovisuals, LLC shall provide electronically, any authored software code generated for this project to the Owner/End Users.

Service and Support:

At Xcite Audiovisuals, LLC, our relentless accountability, proven technical expertise, and collaborative approach allow us to provide a higher level of quality and service to projects and systems of all sizes and complexities, whether it's a multi-million-dollar technical facility or the ongoing service and maintenance of a single office.

Service and warranty requests procedures are project specific. Typically, response time to service requests is 24 hours via e-mail/telephone and the scheduling of the actual service visit as soon as possible. After hours, weekends and expedited can be negotiated at the time of contract and/or as requested.

Warranty Statement:

For this project, Xcite AV will provide a **1 Year warranty on Labor/Workmanship and Materials for this project**. An annual maintenance contract can be purchased and would go into effect at the conclusion of the standard 1-year warranty.

Safety:

XciteAV prides itself on a safe work environment. Prior to working on a new project, we hold a safety meeting, in addition to the Contractor safety orientation for the work site. We ensure that the necessary PPE (Personal Protective Equipment) is identified and that ALL employees are aware of what is required to work on the site. XciteAV also trains all technicians on the OSHA 300 CSA program.

As of May 25, 2022, XciteAV has an authorized EMR rating/score of 0.91.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



BONDING CAPACITY AND INSURANCE:

All Star Financial represents Xcite Audiovisuals, LLC for the purpose of obtaining surety bonding. In that capacity, we have established surety support with United Fire & Casualty Company that allows Xcite Audiovisuals, LLC to bid or negotiate projects up to \$600,000.00 while maintaining aggregate work programs of \$600,000.00.

XciteAV maintains the highest level of Insurance coverages and limits that are standard in the commercial construction industry.

Commercial General Liability

Each Occurrence	\$1M
Damage to Rented Premises	\$300K
Medical Expenses	\$10K
Personal Injury	\$1M
General Aggregate	\$2M
Products/Compensation	\$2M

Automobile Liability

Combined Single Limit	\$1M
-----------------------	------

Umbrella Liability

Each Occurrence	\$4M
Aggregate	\$4M

Worker Compensation

Each Accident	\$1M
Disease (Employee)	\$1M
Disease (Policy Limit)	\$1M

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.



FIRM EXPERIENCE:

Xcite AV employees have completed some major audiovisual projects recently that strongly exhibit the skills and knowledge necessary and success to execute this project to all expectations. **Some of these projects had stringent timelines and deadlines. XciteAV was able to complete all projects within the parameters on target.** These projects all included control systems, offering simple control and solid reliability for the customers. Some other attributes include Video/Audio conferencing, Projector interfaces and audiovisual rack enclosures. Based upon our level of experience and coupled with our integration knowledge, we are poised to execute this project to its completion with 100% success.

United Launch Alliance – Campus A/V Deployment & Delta/Atlas Rocket Operations Center

- 453,000 Gross Square Feet; Campus –Wide A/V Implementation - Centennial Facilities Project I & II. (90) Huddle Rooms; LED TV & VGA/HDMI auto switch, (48) Team Rooms; Projector, Audio system, (6) Video Conferencing Rooms – Sony CODEC; Dual Cameras; Crestron DM systems; 8x8, 32x32, Biamp Audia and Nexia DSP & Audio Conferencing using MIX/MINUS setups and advanced Biamp programming, Multiple Projectors, Crestron Control Systems with Multiple Touchpanel interfaces, Wireless microphone systems – Revolabs and SACOM, Internal RF based HD network; ATSC/QAM/HD modulators, RF infrastructure including Fiber convertors for across campus connections, Complex AV Racks - **DELTA/ATLAS Launch Control NOC Center**; (6) WQXGA 2560 x 1600 resolution utilizing Jupiter Catalyst Wall Processing unit, 128 x 128 Matrix Switching RGBHV on (2) 408" WIDE Screens. State of the Art Crestron Control System.
- Project Value - **\$2.5M**
- Project Start – April 2010; Project End October 2011

MCSG Technologies – Schriever AFB – Space Command Large Conference Room (Top Secret – SKIFF)

- 2,000 Gross Square Footage; State of the Art, Digital Upgrade/Renovation. Extron Fox FiberOptic 32x32 system, Extron 15" Touch Panels, Panasonic LED/Laser Projectors, Cisco HD-SDI PTZ Cameras, High Level Extron Audio DSP system with Shure Tri-Element Microphones.
- Project Value - **\$210,021**
- Project Start/End – March 2021 – August 2021

CU Denver City Heights FYSH (JE Dunn)

- 26,000 Gross Square Footage; Classrooms and Conference Spaces in new Student Housing building. Panasonic 4K Displays with Conferencing capabilities. Crestron control and room scheduling Panels.
- Project Value - **\$545,000**
- Project Start – May 2021; Project End April 2022

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.



University of Colorado, Denver – Anschutz Medical Campus – Education 1 – Physical Therapy Labs

- 6,000 Gross Square Footage; State of the Art, Digital Upgrade/Renovation. Crestron DM 32x32 systems with Cascading Frames, Crestron TS-1562 panels, Panasonic LED/Laser Projectors, Panasonic HD-SDI PTZ Cameras, Panopto Lecture Capture, High Level Biamp Tesira Audio DSP system with Shure Array Microphones. Racks utilizing Manual Blackmagic Broadcast switching and control in Real Time.
- Project Value - **\$423,000**
- Project Start/End – December 2019 – February 2020

MCSG Technologies – US Space Force – TENCAP Facility (TOP SECRET) – Elder Construction

- 16,000 Gross Square Footage; State of the Art, Digital FIBER Extron Fox FiberOptic 64x64 system, Extron 10" Touch Panels, Samsung Displays, Cisco Video Conferencing & Vaddio PTZ Cameras, High Level Extron Audio DSP system with Shure Tri-Element Table Microphones.
- Project Value - **\$612,950**
- Project Start/End – March 2021 – March 2022

Del Norte PK-12 (FCI Constructors and Valley Electric)

- 59,000 Gross Square Footage; (44) Classrooms employing Samsung 65" Displays for student instruction, along with Atlas IED IP Paging systems, State of the Art Gymnasium Sound System utilizing Community Speakers and Symmetrix Dante DSP processing with Wireless Microphone systems, Cafe Area with Sound System and overflow 75" Samsung Displays. Auditorium with Large Renkus Heinz Array Sound System with Symetrix DSP processing. Large Format Projection Screen with Digital Projection 10K Laser Projector, Crestron Control system for controlling and switching between room layouts.
- Project Value - **\$426,000**
- Project Start – May 2019; Project End February 2020

Mountain Valley PK-12 (FCI Constructors and Valley Electric)

- 46,000 Gross Square Footage; (30) Classrooms employing Epson Interactive Projectors for student instruction. State of the Art Gymnasium Sound System utilizing Crown Amplifiers & JBL Speakers; Biamp DSP processing with Wireless Microphone systems, Cafe Area with Sound System and overflow Panasonic Projectors. Aux Gym/Stage with JBL Sound System with Biamp DSP processing. Large Format Projection Screen with Panasonic Projector, Ashly Mixing Console.
- Project Value - **\$426,000**
- Project Start – May 2019; Project End February 2020

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.



Northern Water Granby (Adolfson Peterson)

- 21,000 Gross Square Footage; State of the ART NEC Video Wall with custom Wall Processing Software. Digital Signage throughout new Building. Conference Room; State of the Art Conferencing with (3) PTZ Cameras and Televic Wireless Conferencing Microphones. Epson Projection system.
- Project Value - **\$135,000**
- Project Start – Feb 2022; Project End Sept 2022

AMG National Trust (Swinerton Builders)

- 30,000 Gross Square Footage; High End HD RF Modulated Network displaying Digital Signage and Comcast HD. Larger Background Music system throughout Building and Observatory Deck; calibrated using Biamp Tesira Server I/O DSP. IP configured High End AMX control system allowing simple control of all systems and entire Bank. (4) Executive Level Conference Rooms and DOME Banquet suite/Area.
- Project Value - **\$475,000**
- Project Start – March 2015; Project End September 2015

University of Colorado, Denver – Anschutz Medical Campus – Krugman Hall Lecture Halls

- 9,000 Gross Square Footage; State of the Art, Digital Upgrade/Renovation. Crestron DM system, Crestron TSW-1052 panels, Panasonic Projectors, Panasonic HD-SDI PTZ Cameras, Panopto Lecture Capture, Cisco SX-80 VTC implementation, High Level Biamp Tesira Audio DSP system with Audix Boundary Microphones. Control Booth for Lecture Meeting Coordination utilizing Panasonic Broadcast Video Switchers.
- Project Value - **\$324,000**
- Project Start – June/July 2015

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



XciteAV has successfully completed all projects according to the applicable contract documents. XciteAV has never been involved in any delay claims, court, or arbitration judgments on any project. XciteAV has never been found liable for any damages or penalties due to a project not being completed on schedule or per contract documents.

References:

- **Dan Hudick, HEI Civil 303.947.5855**
- **Grant Nixon, Colorado State Courts 720.795.8684**
- **Doug Derber, University of Colorado 303.263.6093**
- **Jaymil Patel, University of Colorado 720.281.0684**
- **Jason Roberts Colorado State Courts 303.333.6168**
- **Steve Shane, USSF; Schriever AFB 719.567.0241**

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



Bid Clarifications

PAYMENT TERMS: ALL PAYMENTS ARE DUE 14 DAYS after INVOICE is submitted, unless otherwise agreed upon.

Projects under \$5000 will be invoiced upon completion.

Projects \$5000 - \$50,000 will be invoiced 50% upon acceptance and 50% upon completion.

Projects over \$50,000 will be invoiced 100% for MATERIALS upon acceptance and LABOR upon completion.

WARRANTY - XciteAV shall provide labor to support a manufacturer warranty for XciteAV supplied equipment for 1 YEAR. After the initial 365 days, the Client shall be responsible for Labor to support a manufacturer warranty. In the event a warranty service call is made but no labor or material defect is found, XciteAV will invoice its standard hourly rate for the service call. XciteAV warrants all labor services to be free of workmanship defects for a period of 1-year from the date of substantial completion. During this 1-year period, XciteAV will promptly repair, at no cost to the customer, any defects that are a direct result of labor workmanship. Any materials or equipment furnished by XciteAV will be covered by Manufacturer's warranty.

Any additional labor and/or material incurred due to the failure of the other work forces to have any of the previously agreed to work or coordination completed as anticipated and/or confirmed may be added to the project billing as required.

As needed or applicable the Owner's General Contractor or Architect will provide all required drawings/plans to XciteAV at no additional charge.

The pricing within is based on a 40-hour work week and standard business hours as defined as 7am – 6pm.

Cancellation Charges or Product changes may incur Restocking fees and freight charges.

Scope of work as defined in this proposal document.

XciteAV assumes all ceiling areas are easily accessible and suitable for cables and the approved installation items.

The DEMO or removal of existing cabling of any kind is NOT included in this proposal.

XciteAV assumes the work areas to be free of hazardous materials and danger.

All OSHA Safety guidelines will be observed and adhered to while working in the designated areas.

Delays & downtime caused by the Owner, General Contractor or Owner's Representative may be subject to a mobilization/demobilization charge. Delays or downtime are deemed as lost man hours where XciteAV is scheduled to work on a requested date and not allowed to perform said installation. These delays may be subject to a demobilization charge if the delay could have been avoided by rescheduling, thus preventing lost man hours. XciteAV respectfully requests that a 24 hour notice be given in the event a crew is scheduled to work and the area of work to be performed is not available. We try to schedule our crews to adhere to client schedules and we ask in return that our crews be allowed to stick with that schedule if possible, because we are trying to ensure that XciteAV crews are allowed to work efficiently, in order to provide a cost-effective price for our clients. In the event that XciteAV deploys a crew to a jobsite that was not ready, XciteAV reserves the right to charge for the lost man hours of each crew member for that particular project.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



Inclusions & Exclusions

Inclusions

All equipment, wire and miscellaneous accessories required for the 100% functional system.

All labor services associated with engineering, installation, programming, testing and training to ensure a 100% functional system.

Presentation of all Owners' manuals

Documentation package including as-built drawings/diagrams. ***Where applicable***

Cooperation and communication with design team, construction team and any other subcontractors during the installation process of the system.

Providing end-user training on system operation.

Any additional labor and/or material incurred due to the failure of the other work forces to have any of the previously agreed to work or coordination completed as anticipated and/or confirmed may be added to the project billing as required.

As needed or applicable the Owner's General Contractor or Architect will provide all required drawings/plans to XciteAV at no additional charge.

Exclusions

All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core-drilling, raceway and boxes.

Any Voice/Data, VoIP or Analog Phone lines, ISDN, network ports, etc.

Network connectivity, routing, switching and port configuration necessary to support A/V equipment, including Video Conferencing CODECS.

Concrete saw cutting and/or core drilling.

Firewall, ceiling, roof and floor penetrations, patching, removal or fire-stopping.

Any sheetrock/drywall replacement, ceiling tile and/or T-bat replacement.

Any and all millwork. All millwork or modification of any millwork to accommodate the A/V equipment is to be provided by others, unless noted in Scope of Work and approved by Owner.

Painting, patching or finishing of any walls.

Permits

HVAC and plumbing relocation.

Any cutting, structural welding, or reinforcement of structural steel members required for support of assemblies.

Owner furnished equipment (OFE) that is integrated into the systems is assumed to be current, industry acceptable and in good working order. All OFE gear will be tested prior to installation to verify correct functionality. If it is determined that any OFE equipment is faulty, additional project charges may be incurred.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



Town of Grand Lake

TGL 003 - AV Upgrades



December 24, 2022



PROPOSAL PREPARED FOR:

Town of Grand Lake
Attn: Kim White
1026 Park Ave
Grand Lake, CO 80447

PROPOSAL PREPARED BY:

Xcite Audiovisuals LLC (XciteAV)
Larry Crawford
7167 S. Alton Way
Centennial CO 80112
303.881.3233 – larry@xciteav.com



Firm Fixed Price – BASE Project	\$31,317.01
Firm Fixed Price – Wireless MIC Option	\$29,931.47
Firm Fixed Price – HDMI Podium Input Option	\$2,076.00
Firm Fixed Price – Headset MIC Option	\$2,727.00
Firm Fixed Price – New Projector Option	\$4,148.00



General NOTES:

- Xcite AV acknowledges the information included in the RFP dated DEC /2022.
- XciteAV does not have or foresee any potential conflicts in support of this solicitation.
- XciteAV will NOT utilize any subcontractors on this project in an effort, to preserve the quality and the highest workmanship.
- The Pricing found within this proposal will remain valid for the contract term until 03/31/2022.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.



EXECUTIVE SUMMARY NARRATIVE:

To whom it may Concern,

I would like to thank you for the opportunity to present our response to the request for proposal to integrate/install the new Audiovisual Systems for The Town of Grand Lake. As Managing Member of Xcite Audiovisuals, LLC, I am pleased to submit the enclosed Proposal. Xcite Audiovisuals, LLC is looking forward to working with you on this project.

In submitting the forthcoming information, Xcite Audiovisuals, LLC is providing a cost to provide complete audiovisual systems equipment and installation services per the request and any information given, which will ensure the final deliverable of the Audiovisual project will be accurate and successful. I affirm Xcite Audiovisuals' willingness to enter into any contracts/agreements pertaining to this project.

Xcite AV is a small business founded in **2007**, located in Centennial, CO. Xcite AV employs over 60 years of cumulative experience in the custom audiovisual industry. Xcite AV has extensive knowledge and a successful integration history of the types of audiovisual systems outlined for this project, proven and detailed under qualifications in this Proposal. Our company culture can be described as young and dynamic. We all work for the "X" and every daily decision is based on how it would affect the "X". Our employees are efficient and hold workmanship to the highest standard. XciteAV views customer service as the most paramount attribute in our industry and that standard is the foundation of our company and mission. The pricing we provide leads the Denver Metro area and we have found through feedback that it is extremely competitive.

I firmly believe that our company is the correct choice for completing this project successfully. Our extensive qualifications and successfully completed projects in the Denver Metro area and throughout Colorado speak volumes about our reputation and A/V proficiency. These proven skills will allow us to complete this project as designed, on schedule and ensure the correct functionality. Moreover, our laser focus on customer service will manifest a great relationship with the GC, the Consultant, as well as the Customer/Owner. This foundation of service ensures that expectations are always exceeded and that the utmost satisfaction is achieved for the customer.

Thank you again for the opportunity to offer our proposal and to work with the XXXXXX on this project. Xcite AV is looking forward to exceeding your requirements and your customer service expectations.

Xcite Audiovisuals, LLC

Brian Seid, Managing Member



As defined under Section 3 of the Small Business Act (15 U.S.C. 632) Xcite AV qualifies as a small business.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



PROJECT GENERAL ASSUMPTIONS AND CLARIFICATIONS:

- Any owner provided A/V equipment is assumed to be in good working order and is NOT covered under any additional warranties included in this proposal. This equipment may be required for any XciteAV in-house pre-build activities.
- Coordination and communication with the Owner will be paramount for a successful project.
- Any network considerations shall be provided by Owner IT staff.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



PROJECT DESCRIPTION:

AUDIO SYSTEMS

Xcite AV has examined the existing desk microphones and assess that these are sufficient for your current use and budget. A new wireless handheld microphone will be installed at the podium.

A new digital signal processor/mixer will replace the existing analog mixer that is on the dais. This will require the extension of the microphone lines from the dais to the new rack location. A new amplifier will be installed and connected to (2) new surface mounted speakers. The speakers will be mounted on the audience side of the header in the room. All wiring will be run under the floor through the crawl space. Every attempt will be made to run wiring through the walls where possible. Wiremold will be used where applicable.

A note as the bid asks for cost of new wireless microphones.

ASSISTED LISTENING SYSTEMS

A new Williams Assisted Listening System will be installed and consist of 3 R1N receivers and a Wi-Fi transmitter that will be connected to the owners Wi-Fi system. This will allow meeting participants to connect via an app on their phone as well. This will allow the town to be compliance of the ADA requirements.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



CONTROL SYSTEM

A new Extron control system will be installed and consist of a control system processor and 11" Samsung tablet. The tablet will be custom programmed for use as the main control for the operation of the room. This tablet is to be used for only the control system and not operate any other software. The custom interface will give you an intuitive interface that will give you a single button press to turn the system on. There will be a page dedicated to individual microphone and source levels. Video input will be selectable between the clerk's computer and the existing owner furnished wireless system. The control system will also control the new 75" display that will be mounted in the chambers. Five presets for the camera will be programmed on the panel as well as a page for pan, tilt, zoom, and focus.

VIDEO SYSTEMS

A new 75" Sony commercial display will be mounted on the wall using a commercial grade tilting wall mount. A small adapter will be mounted behind the display to accommodate the existing owner furnished wireless video receiver. A new HDMI over Cat6A extender will be installed to the Clerk's PC.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



WEB CONFERENCING

The Town will have zoom, teams, or another soft codec on the clerk's computer. The feed from the camera and audio from the digital signal processor will be routed to this computer. It will require 2 USB ports. When a call is made through the soft codec you will be able to display this on the new 75" display. Far end audio will be routed to newly installed surface mount speakers. All in room microphones will be routed to the call. The camera will be able to show the council or via one of the presets the podium.

EQUIPMENT STORAGE

A new equipment rack will be located near the storage area. All cabling will be routed back to the new rack. Cabling will be routed up through the crawl space and into the rack. The rack will have a locking door to discourage unauthorized personnel from accessing the equipment.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



OPTIONAL EQUIPMENT

We have included an optional quote for a wireless microphone system. This system has a microphone with a built in speaker for each council member. A 3.5mm jack is built into each of the workstations as well. There is a charging base for the microphones. Each microphone can be individually controlled.

A wireless headset microphone option has also been quoted for use by a Board Member.

A new projector option has been quoted. We believe the 75" display will be more effective then installing a new projector in this room. The room height is not sufficient to get a large enough screen to justify the additional cost. The current projection surface does not meet AVIXA standards for BDM (Basic Decision Making).

A new HDMI input at the podium has been quoted. This will have a white HDMI input plate mounted into the podium. This will be an HDMI over Cat6A extension to the new Display.

TRASH/RECYCLING

There will be several boxes, which include the box of the display, all boxes of the interface boxes, camera box, the wireless microphone boxes. All equipment on the list will have cardboard boxes that will need to be thrown out.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



PROJECT APPROACH:

Plan Review/Design

The project design has been verified and the associated equipment have been confirmed per the Specifications, Plans and information given. This will demonstrate our understanding of the Project and Scope.

Procurement

Upon receipt of the Contract and/or Purchase Order, all equipment will be procured, including any software items or licenses. Any extensive lead time items will be communicated to the Team.

Integration with Existing systems

XciteAV will coordinate with the owner on any necessary items that are needed with regards to the integration of any existing systems.

Installation

At the beginning of physical installation, tight communication lines will be upheld between XciteAV and the Team to ensure any field concerns are communicated and progress updates are given. The core systems will be pre-built at XciteAV offices as required. This will entail the Equipment Rack being pre-built, the equipment being powered on to identify any failures, firmware being updated and the initial Control System Source Code being loaded and tested. The on-site systems integration will then commence until completion.

Testing

Upon substantial completion of the installation on-site, XciteAV will commence testing of the systems prior to commissioning to ensure proper functionality.

Training

System Training and Demonstration will be coordinated with staff and an agenda distributed.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



PRICING Breakout – BASE BID
Audio-Video Systems

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



Quote

Estimate # 01-14165B

Date 12/16/2022

Name / Address
Town of Grand Lake Town
Kim White
1026 Park Avenue
Grand Lake, Co 80447

Item	Description	Qty	Rate	Total
	Town of Grand Lake----			
	TOGL-003--			
	Town of Grand Lake 1026 Park Ave Grand Lake, CO 80447			
	AUDIO SYSTEMS:			
AP41OM5A	Audix AP41 OM5 WIRELESS MICROPHONE SYSTEM – R41 DIVERSITY RECEIVER WITH H60/OM5 HANDHELD TRANSMITTER	1	596.80	596.80
DS5E	Atlas Sound DS5E Fixed Height Desktop Mic Stand 5" Ebony Finish.	1	30.99	30.99
TesiraFORTE CI	Biamp TesiraForte CI TesiraFORTE DSP fixed I/O server with 12 analog inputs, 8 analog outputs, 8 channels configurable USB audio, and Sona™ Acoustic Echo Cancellation (AEC) technology (all 12 inputs).	1	3,156.00	3,156.00
60-1449-01	Extron 60-1449-01 MPA 601-70V - 1 x 60 watts @ 70 volts ENERGY STAR® qualified amplifier	1	413.00	413.00
60-1308-13	Extron 60-1308-13 SM 26T SpeedMount Two-Way Surface Mount Speakers with 6.5" Woofer, 1" Silk Dome Tweeter. 70V WHITE , PAIR	1	385.00	385.00
	ASSISTED LISTENING SYSTEM:			
WF SY5 PRO-3	Williams WF SY5 PRO-3 Wi-Fi assistive listening system with 3 Wi-Fi receivers. System includes: (1) WF T5 transmitter, (3) WF R1N receivers, (3) CCS 062 BK receiver skins, (1) CHG 404 WF 4-slot charger, (3) HED 024 headphones, (2) NKL 001-S neckloops, (1) RPK 005 rack panel kit, and (1) IDP 008 ADA wall plaque.	1	2,154.00	2,154.00
	CONTROL SYSTEM:			
60-1911-01A	Extron 60-1911-01A IPCP Pro 250 xi IPCP Pro xi Control Processor with LL UI Upgrade	1	2,319.00	2,319.00
Galaxy Tab S8 11"	Samsung Galaxy Tab S8 11" 128GB WiFi 6E Android Tablet w/ Large LCD Screen, Long Lasting Battery, S Pen Included, Ultra Wide Camera, US Version, Graphite	1	699.00	699.00
Lamicall Tablet Stand ...	Lamicall Tablet Stand Adjustable	1	35.00	35.00

<p>*** Any changes or unforeseen items may result in an additional charge.***</p> <p>*** This Estimate is good for 30 Days.***</p> <p>Approval Signature _____</p>	Subtotal
	Sales Tax (0.0%)
	Total



Quote

Estimate # 01-14165B

Date 12/16/2022

Name / Address
Town of Grand Lake Town
Kim White
1026 Park Avenue
Grand Lake, Co 80447

Item	Description	Qty	Rate	Total
AN-210-SW-R-8-POE	Araknis Networks AN-210-SW-R-8-POE 8-port Gigabit Websmart Network Switch with Partial PoE+, Rear Ports, Standard IEC Detachable Power Cable, Rack or Wall Mount Options, BLACK.	1	486.95	486.95
	VIDEO SYSTEMS:			
FWD75X81CH/AL	Sony FWD75X81CH/AL 75" 3840 x 2160 4K HDR LED Display 16/7, 1yr warranty - Black	1	1,513.00	1,513.00
LTA1U	Chief LTA1U Large Fusion Tilt Wall Mount, 37" x 65", Universal Black	1	289.00	289.00
CSMP9X12	Chief CSMP9X12 Component Storage Panel, Interface	1	48.00	48.00
ALF-20X-CAM	Alfatron ALF-20X-CAM, 20X 1080p PTZ Camera with 3.2(tele) - 55.8(wide) degree shooting angle, USB3.0, HDMI, LAN, RS-232 Multifunction IR remote control, RS-232 control options and PC control using Sony VISCA or Pelco-D/ Pelco-P command, incl. shelf mount bracket and remote control, Black	1	1,419.00	1,419.00
ALF-WP70S-UB	Alfatron ALF-WP70S-UB 2x1 switcher and HDBaseT transmitter with an HDMI, USB-B and USB-C input.	1	799.00	799.00
U-TAP-HDMI	AJA U-TAP-HDMI USB 3.0/3.1 Gen 1 Powered HDMI Capture Device	1	399.00	399.00
	EQUIPMENT RACK:			
ERK-18-25	Middle Atlantic ERK-18-25 18 Space Enclosure, Rear Door, 25" Depth, BLACK.	1	668.00	668.00
PFD-18	Middle Atlantic PFD-18 Front Door, Smoked Plexiglas Door.	1	336.35	336.35
PD-915R	Middle Atlantic PD-915R Power Conditioner.	1	196.00	196.00
U1	Middle Atlantic U1 1 Space Shelf, 1U	1	45.00	45.00
FWD-EB4	Middle Atlantic FWD-EB4 4 RU Forward Tool-Less Blank Panel	2	39.50	79.00
Materials/Costs	Materials, Costs & Consumables to Facilitate Installation.	1	685.00	685.00
	Subtotal			16,752.09
	Other Project Costs			
G&A	Xcite Audiovisuals, LLC General & Administrative Services and Costs.	1	547.92	547.92
DESIGN/ENGINEER	Design and Engineering services for all projects.	1	725.00	725.00
EXTRON	Extron Programming services, system integration, testing and system validation for Extron Control systems.	1	2,400.00	2,400.00
BIAMP	Biamp Programming Services; DSP Setup and Configuration/Calibration/Audio Balancing.	1	1,200.00	1,200.00
LABOR	Xcite Audiovisuals, LLC Installation and Integration Services, includes 90 Day Service Call Guarantee.	1	5,280.00	5,280.00

<p>*** Any changes or unforeseen items may result in an additional charge.***</p> <p>*** This Estimate is good for 30 Days.***</p> <p>Approval Signature _____</p>	Subtotal
	Sales Tax (0.0%)
	Total



Quote

Estimate # 01-14165B

Date 12/16/2022

Name / Address

Town of Grand Lake Town
 Kim White
 1026 Park Avenue
 Grand Lake, Co 80447

Item	Description	Qty	Rate	Total
Project Management	Xcite Audiovisuals Project Management and Design Services. Coordination with Owner and/or General Contractor regarding Project progress and activities. Verification of Equipment procurement and any in-house system Pre-Build tasks. Follow-up to ensure project completion dates. Inspection of Technician workmanship and adherence to design when necessary.	1	1,287.00	1,287.00
Shipping	Shipping services/Delivery	1	825.00	825.00
TRAVEL	Travel expenses to facilitate completion of any projects requiring travel.	1	2,300.00	2,300.00

<p>*** Any changes or unforeseen items may result in an additional charge.***</p> <p>*** This Estimate is good for 30 Days.***</p> <p>Approval Signature _____</p>	Subtotal	\$31,317.01
	Sales Tax (0.0%)	\$0.00
	Total	\$31,317.01



PRICING Breakout – Wireless Microphone Option

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



Quote

Estimate # 01-14171B

Date 12/20/2022

Name / Address
Town of Grand Lake Town
Kim White
1026 Park Avenue
Grand Lake, Co 80447

Item	Description	Qty	Rate	Total
	Town of Grand Lake----			
	Wireless Microphone Option--			
	Town of Grand Lake Town Kim White 1026 Park Avenue Grand Lake, CO 80447			
	WIRLESS MICROPHONE OPTION:			
71.98.0035	Televic 71.98.0035 Confidea WAP G4, Operates in the limited access DFS channels maximizing the available spectrum, 3 x 2 MIMO antenna design with diversity to mitigate multipath effect resulting in robust wireless link, Support for 255 Confidea G4 devices, PoE+ LAN port, NO Dante, Balanced analog IN and OUT.	1	3,412.50	3,412.50
71.98.0028	Televic 71.98.0028 PoE+ power adapter for Confidea WAP G4.	1	103.60	103.60
71.98.0081	Televic 71.98.0081 Confidea FLEX G4 touch enabled wireless tabletop conference unit, Multifunctional button for delegate, chairman and dual use, Push & Lock USB-C microphone connector, Loudspeaker, Hot swap dual battery compartment, 5.2" capacitive touch screen,NFC card reader, Comes with one Confidea Battery Pack G4 included that lasts 12h on a full charge.	10	1,273.00	12,730.00
71.98.0094	Televic 71.98.0094 PLM 401F GSM immune gooseneck microphone of 40 cm with push & lock mechanism, providing consistent and high bandwidth, low equivalent noise, excellent front to back ratio and a frequency response boost around 4kHz resulting in increased clarity and augmented intelligibility. Length 400mm	10	231.00	2,310.00
71.98.0046	Televic 71.98.0046 Confidea CHT G4 Charging Station for 10 Batteries, Charging Time of only 2 Hours, LAN, Rack Mountable.	1	1,273.00	1,273.00
71.98.3000	Televic 71.98.3000 Confero 360 License; Unlocks Browser Interface Features	1	2,800.00	2,800.00
99.06.0006	Televic 99.06.0006 Remote system access for installation, configuration and/or updating of a new or existing Televic System. Prior to scheduling a remote session, the following criteria must be met:	1	2,250.00	2,250.00
Materials/Costs	Materials, Costs & Consumables to Facilitate Installation.	1	250.00	250.00
BIAMP	Biamp Programming Services; DSP Setup and Configuration/Calibration/Audio Balancing.	1	625.00	625.00
EXTRON	Extron Programming services, system integration, testing and system validation for Extron Control systems.	1	650.00	650.00
LABOR	Xcite Audiovisuals, LLC Installation and Integration Services, includes 90 Day Service Call Guarantee.	1	1,650.00	1,650.00

<p>*** Any changes or unforeseen items may result in an additional charge.***</p> <p>*** This Estimate is good for 30 Days.***</p> <p>Approval Signature _____</p>	Subtotal
	Sales Tax (0.0%)
	Total



Quote

Estimate # 01-14171B

Date 12/20/2022

Name / Address

Town of Grand Lake Town
 Kim White
 1026 Park Avenue
 Grand Lake, Co 80447

Item	Description	Qty	Rate	Total
	Subtotal			28,054.10
	OTHER PROJECT COSTS:			
G&A	Xcite Audiovisuals, LLC General & Administrative Services and Costs.	1	767.37	767.37
DESIGN/ENGINEER	Design and Engineering services for all projects.	1	685.00	685.00
Shipping	Shipping services/Delivery	1	425.00	425.00
	Subtotal			1,877.37

<p>*** Any changes or unforeseen items may result in an additional charge.***</p> <p>*** This Estimate is good for 30 Days.***</p> <p>Approval Signature _____</p>	Subtotal	\$29,931.47
	Sales Tax (0.0%)	\$0.00
	Total	\$29,931.47



PRICING Breakout – HDMI Podium Input

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



Quote

Estimate # 01-14186B

Date 12/23/2022

Name / Address

Town of Grand Lake Town
 Kim White
 1026 Park Avenue
 Grand Lake, Co 80447

Item	Description	Qty	Rate	Total
	Town of Grand Lake----			
	Podium Input--			
	Town of Grand Lake Town Kim White 1026 Park Avenue Grand Lake, CO 80447			
	PODIUM HDMI INPUT:			
ALF-WP70S-UB	Alfatron ALF-WP70S-UB 2x1 switcher and HDBaseT transmitter with an HDMI, USB-B and USB-C input.	1	799.00	799.00
Cables/Wiring	Cables/Wiring Bulk Cabling and Wiring that is required to facilitate and complete the Installation. (Such as Cat6A, Cat6, Audio Line, MIC Line, VGA Line and Control Lines)	1	165.00	165.00
Materials/Costs	Materials, Costs & Consumables to Facilitate Installation.	1	75.00	75.00
B6-4K2-2	Binary B6-4K2-2, 4K Ultra HD Premium Certified High Speed HDMI Cable with GripTek	2	49.00	98.00
Shipping	Shipping services/Delivery	1	64.00	64.00
EXTRON	Extron Programming services, system integration, testing and system validation for Extron Control systems.	1	350.00	350.00
LABOR	Xcite Audiovisuals, LLC Installation and Integration Services, includes 90 Day Service Call Guarantee.	1	525.00	525.00

*** Any changes or unforeseen items may result in an additional charge.*** *** This Estimate is good for 30 Days.*** Approval Signature _____	Subtotal	\$2,076.00
	Sales Tax (0.0%)	\$0.00
	Total	\$2,076.00



PRICING Breakout – Headset Microphone

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



Quote

Estimate # 01-14172B

Date 12/20/2022

Name / Address
Town of Grand Lake Town
Kim White
1026 Park Avenue
Grand Lake, Co 80447

Item	Description	Qty	Rate	Total
	Town of Grand Lake----			
	Headset Microphone Option--			
	Town of Grand Lake Town Kim White 1026 Park Avenue Grand Lake, CO 80447			
	HEADSET MICROPHONE OPTION:			
AP41 BP	Audix AP41 BP WIRELESS,R41,BODY PACK ONLY	1	539.00	539.00T
HT2	Audix HT2 Durable adjustable headworn microphone for live vocal performance, 3' cable 3-pin mini-XLRf. Black. Supercardioid.	1	179.00	179.00T
Cables/Wiring	Cables/Wiring Bulk Cabling and Wiring that is required to facilitate and complete the Installation. (Such as Cat6A, Cat6, Audio Line, MIC Line, VGA Line and Control Lines)	1	100.00	100.00T
ADS48	AUDIX ADS48 Antenna distribution system. Combines four (4) two-channel systems (a total of 8 channels) with one set of antennas and one power supply. Includes all BNC and jumper cables.	1	549.00	549.00T
Materials/Costs	Materials, Costs & Consumables to Facilitate Installation.	1	75.00	75.00T
BIAMP	Biamp Programming Services; DSP Setup and Configuration/Calibration/Audio Balancing.	1	350.00	350.00
EXTRON	Extron Programming services, system integration, testing and system validation for Extron Control systems.	1	275.00	275.00
LABOR	Xcite Audiovisuals, LLC Installation and Integration Services, includes 90 Day Service Call Guarantee.	1	660.00	660.00

<p>*** Any changes or unforeseen items may result in an additional charge.***</p> <p>*** This Estimate is good for 30 Days.***</p> <p>Approval Signature _____</p>	Subtotal	\$2,727.00
	Sales Tax (0.0%)	\$0.00
	Total	\$2,727.00



PRICING Breakout – New Projector

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



Quote

Estimate # 01-14173B

Date 12/20/2022

Name / Address

Town of Grand Lake Town
 Kim White
 1026 Park Avenue
 Grand Lake, Co 80447

Item	Description	Qty	Rate	Total
	Town of Grand Lake----			
	Projector Option--			
	Town of Grand Lake Town Kim White 1026 Park Avenue Grand Lake, CO 80447			
	Existing smart board projection surface and projector pipe will be re-used. ***XciteAV assumes HDMI cabling and connections are existing.***			
	PROJECTOR OPTION:			
PT-VMZ51U7	Panasonic PT-VMZ51U7 WUXGA 1920 X 1200 5200 LMNS LASER PROJECTOR 4K	1	2,595.00	2,595.00
RPMAUW	Chief RPMAUW RPA Elite Universal Projector Mount with Keyed Locking.Quick connect/disconnect. WHITE	1	269.00	269.00
Materials/Costs	Materials, Costs & Consumables to Facilitate Installation.	1	165.00	165.00
Shipping	Shipping services/Delivery	1	84.00	84.00
EXTRON	Extron Programming services, system integration, testing and system validation for Extron Control systems.	1	250.00	250.00
LABOR	Xcite Audiovisuals, LLC Installation and Integration Services, includes 90 Day Service Call Guarantee.	1	785.00	785.00

*** Any changes or unforeseen items may result in an additional charge.*** *** This Estimate is good for 30 Days.***	Subtotal	\$4,148.00
	Sales Tax (0.0%)	\$0.00
	Total	\$4,148.00

Approval Signature _____



TEAM CERTIFICATIONS:

InfoComm

CTS

CTS-I

Crestron

Masters – SILVER

Crestron 101

Toolbox

DMC-E

DMC-D

DM Tools

Commercial System Design

QSC

QSYS Level 1

QSYS Level 2

SynAudCon

Audio System Design

Audinate

Dante I

Dante II

Dante III

CISCO

CCENT

Clearone

COMPTIA Security +

AMX

ACE Installer I and II

ACE Programmer

Biamp

Audia/Nexia Level II

Tesira/Vocia Level II

Extron

Emerging Technology – Extron Certified II

Control Professional PLUS

Microsoft

MCP & MCSE 2000

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



ORGANIZATION AND RESOURCES:

XciteAV Corporate Office

7167 S. Alton Way

Centennial CO 80112

The above address has been the SOLE location of Xcite Audiovisuals LLC, since 2009. The office consists of over 12,000 Sq. Ft and consists of a Receptionist's Area, (5) Sales Offices, Installation Supervisor/CAD Office, Finance/Controller Office, Warehouse, (2) Pre-Build/Staging Areas, A Banquet Room, Theatre Showroom and Employee Pool Table Area. XciteAV provides Audiovisual System design, sales and installation for Colorado, Wyoming and New Mexico. Projects out of these regions will be assessed by request.

XciteAV employs 24 people.

XciteAV is managed by (2) managing members of the LLC, each have 50% ownership in the company. The company is a Limited Liability Company classified as an S-Corp. Xcite AV is registered under the State of Colorado in Good Standing. They are responsible for the Company operations, the Commercial Design, Engineering and Sales process, AR, AP and overall management of company processes.

The Operations & Finance Director, Andreas Watt oversees the internal processes of the company, such as Finance, Human Resources, Procurement, Receiving, Product research and Training.

The Commercial Installation department is supervised by Justen Johnson. He provides training, project readiness, safety processes and oversees workmanship and commissioning.

The Residential Installation department is supervised by Nick Psilas. He provides training, project readiness, safety processes and oversees workmanship and commissioning.

Six installation technicians execute the completion of projects. Each is responsible for progress reports to Justen.

CAD draftsman creates and edits all Shop Drawings and Record Drawings.

XciteAV performs Drug testing and Background checks on all employees.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



KEY PERSONNEL:

Contractual:	Brian Seid	
Sales:	Larry Crawford	
	Isaac Seid	
Project Manager:	Justen Johnson	
Supervisor Installation:	Dietrich Kline	
Installation Technicians:	Garey Rickher	Freddie Allen
	Pablo Novares	Gabe Tofoya
Programmer (Crestron & Extron)	Donny Watt	Adam Moffitt
	Eric Young	
Warehouse Supervisor	Albert Blaw	
Sales Coordinator	Jarrett Morgan	

Above personnel have executed success on all project examples detailed in experience and qualifications. References shall be able to speak highly of each of their skills and customer service. Moreover, their workmanship on completed projects will be very clear.

Project Management:

Upon the award of any new project, XciteAV holds a kick-off meeting to discuss logistics, project design and areas of responsibility.

After this meeting the project manager is responsible for the commencement of the project. We delegate the responsibilities of Daily Status Updates, Quality Control and scheduling to different team members for each project. This will ensure a wide variety of experience and knowledge of every aspect to achieve a successful project.

Schedule and Submittal Control:

XciteAV works with the Contractor and/or Owner to input the A/V tasks into their schedule. We include durations for each task as it relates to the timeline. Milestone are included to ensure a seamless integration with other construction tasks.

Shop Drawings and Submittals are completed and submitted per the requirements of the specific project. This will include Control system Graphical design and Screen Shot development. Upon review and/or comments made, all submittals and shop drawings are updated prior to installation tasks beginning and the procurement of equipment and materials.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.



Project Commissioning:

Xcite Audiovisuals, LLC Commissioning and Confirmation Services include the following:

- Identification and resolution of issues caused by defective products, cabling, programming or design errors.
- Setup and connection of video conferencing and audio-conferencing systems, including optimization of their performance.
- Setup and tuning of audio DSPs (digital signal processors) to ensure the best performance for a conference room or classroom.
- Setup, calibration and matching of video projectors, video walls and flat screen displays for the best possible images.
- Finalization of the programming of your control system. We will work with the AV system's end users to be sure control screens make sense and meet their needs.

Project Software:

Xcite Audiovisuals, LLC shall provide electronically, any authored software code generated for this project to the Owner/End Users.

Service and Support:

At Xcite Audiovisuals, LLC, our relentless accountability, proven technical expertise, and collaborative approach allow us to provide a higher level of quality and service to projects and systems of all sizes and complexities, whether it's a multi-million-dollar technical facility or the ongoing service and maintenance of a single office.

Service and warranty requests procedures are project specific. Typically, response time to service requests is 24 hours via e-mail/telephone and the scheduling of the actual service visit as soon as possible. After hours, weekends and expedited can be negotiated at the time of contract and/or as requested.

Warranty Statement:

For this project, Xcite AV will provide a **1 Year warranty on Labor/Workmanship and Materials for this project**. An annual maintenance contract can be purchased and would go into effect at the conclusion of the standard 1-year warranty.

Safety:

XciteAV prides itself on a safe work environment. Prior to working on a new project, we hold a safety meeting, in addition to the Contractor safety orientation for the work site. We ensure that the necessary PPE (Personal Protective Equipment) is identified and that ALL employees are aware of what is required to work on the site. XciteAV also trains all technicians on the OSHA 300 CSA program.

As of May 25, 2022, XciteAV has an authorized EMR rating/score of 0.91.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



BONDING CAPACITY AND INSURANCE:

All Star Financial represents Xcite Audiovisuals, LLC for the purpose of obtaining surety bonding. In that capacity, we have established surety support with United Fire & Casualty Company that allows Xcite Audiovisuals, LLC to bid or negotiate projects up to \$600,000.00 while maintaining aggregate work programs of \$600,000.00.

XciteAV maintains the highest level of Insurance coverages and limits that are standard in the commercial construction industry.

Commercial General Liability

Each Occurrence	\$1M
Damage to Rented Premises	\$300K
Medical Expenses	\$10K
Personal Injury	\$1M
General Aggregate	\$2M
Products/Compensation	\$2M

Automobile Liability

Combined Single Limit	\$1M
-----------------------	------

Umbrella Liability

Each Occurrence	\$4M
Aggregate	\$4M

Worker Compensation

Each Accident	\$1M
Disease (Employee)	\$1M
Disease (Policy Limit)	\$1M

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.



FIRM EXPERIENCE:

Xcite AV employees have completed some major audiovisual projects recently that strongly exhibit the skills and knowledge necessary and success to execute this project to all expectations. **Some of these projects had stringent timelines and deadlines. XciteAV was able to complete all projects within the parameters on target.** These projects all included control systems, offering simple control and solid reliability for the customers. Some other attributes include Video/Audio conferencing, Projector interfaces and audiovisual rack enclosures. Based upon our level of experience and coupled with our integration knowledge, we are poised to execute this project to its completion with 100% success.

United Launch Alliance – Campus A/V Deployment & Delta/Atlas Rocket Operations Center

- 453,000 Gross Square Feet; Campus –Wide A/V Implementation - Centennial Facilities Project I & II. (90) Huddle Rooms; LED TV & VGA/HDMI auto switch, (48) Team Rooms; Projector, Audio system, (6) Video Conferencing Rooms – Sony CODEC; Dual Cameras; Crestron DM systems; 8x8, 32x32, Biamp Audia and Nexia DSP & Audio Conferencing using MIX/MINUS setups and advanced Biamp programming, Multiple Projectors, Crestron Control Systems with Multiple Touchpanel interfaces, Wireless microphone systems – Revolabs and SACOM, Internal RF based HD network; ATSC/QAM/HD modulators, RF infrastructure including Fiber convertors for across campus connections, Complex AV Racks - **DELTA/ATLAS Launch Control NOC Center**; (6) WQXGA 2560 x 1600 resolution utilizing Jupiter Catalyst Wall Processing unit, 128 x 128 Matrix Switching RGBHV on (2) 408" WIDE Screens. State of the Art Crestron Control System.
- Project Value - **\$2.5M**
- Project Start – April 2010; Project End October 2011

MCSG Technologies – Schriever AFB – Space Command Large Conference Room (Top Secret – SKIFF)

- 2,000 Gross Square Footage; State of the Art, Digital Upgrade/Renovation. Extron Fox FiberOptic 32x32 system, Extron 15" Touch Panels, Panasonic LED/Laser Projectors, Cisco HD-SDI PTZ Cameras, High Level Extron Audio DSP system with Shure Tri-Element Microphones.
- Project Value - **\$210,021**
- Project Start/End – March 2021 – August 2021

CU Denver City Heights FYSH (JE Dunn)

- 26,000 Gross Square Footage; Classrooms and Conference Spaces in new Student Housing building. Panasonic 4K Displays with Conferencing capabilities. Crestron control and room scheduling Panels.
- Project Value - **\$545,000**
- Project Start – May 2021; Project End April 2022

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.



University of Colorado, Denver – Anschutz Medical Campus – Education 1 – Physical Therapy Labs

- 6,000 Gross Square Footage; State of the Art, Digital Upgrade/Renovation. Crestron DM 32x32 systems with Cascading Frames, Crestron TS-1562 panels, Panasonic LED/Laser Projectors, Panasonic HD-SDI PTZ Cameras, Panopto Lecture Capture, High Level Biamp Tesira Audio DSP system with Shure Array Microphones. Racks utilizing Manual Blackmagic Broadcast switching and control in Real Time.
- Project Value - **\$423,000**
- Project Start/End – December 2019 – February 2020

MCSG Technologies – US Space Force – TENCAP Facility (TOP SECRET) – Elder Construction

- 16,000 Gross Square Footage; State of the Art, Digital FIBER Extron Fox FiberOptic 64x64 system, Extron 10” Touch Panels, Samsung Displays, Cisco Video Conferencing & Vaddio PTZ Cameras, High Level Extron Audio DSP system with Shure Tri-Element Table Microphones.
- Project Value - **\$612,950**
- Project Start/End – March 2021 – March 2022

Del Norte PK-12 (FCI Constructors and Valley Electric)

- 59,000 Gross Square Footage; (44) Classrooms employing Samsung 65” Displays for student instruction, along with Atlas IED IP Paging systems, State of the Art Gymnasium Sound System utilizing Community Speakers and Symmetrix Dante DSP processing with Wireless Microphone systems, Cafe Area with Sound System and overflow 75” Samsung Displays. Auditorium with Large Renkus Heinz Array Sound System with Symetrix DSP processing. Large Format Projection Screen with Digital Projection 10K Laser Projector, Crestron Control system for controlling and switching between room layouts.
- Project Value - **\$426,000**
- Project Start – May 2019; Project End February 2020

Mountain Valley PK-12 (FCI Constructors and Valley Electric)

- 46,000 Gross Square Footage; (30) Classrooms employing Epson Interactive Projectors for student instruction. State of the Art Gymnasium Sound System utilizing Crown Amplifiers & JBL Speakers; Biamp DSP processing with Wireless Microphone systems, Cafe Area with Sound System and overflow Panasonic Projectors. Aux Gym/Stage with JBL Sound System with Biamp DSP processing. Large Format Projection Screen with Panasonic Projector, Ashly Mixing Console.
- Project Value - **\$426,000**
- Project Start – May 2019; Project End February 2020

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.



Northern Water Granby (Adolfson Peterson)

- 21,000 Gross Square Footage; State of the ART NEC Video Wall with custom Wall Processing Software. Digital Signage throughout new Building. Conference Room; State of the Art Conferencing with (3) PTZ Cameras and Televic Wireless Conferencing Microphones. Epson Projection system.
- Project Value - **\$135,000**
- Project Start – Feb 2022; Project End Sept 2022

AMG National Trust (Swinerton Builders)

- 30,000 Gross Square Footage; High End HD RF Modulated Network displaying Digital Signage and Comcast HD. Larger Background Music system throughout Building and Observatory Deck; calibrated using Biamp Tesira Server I/O DSP. IP configured High End AMX control system allowing simple control of all systems and entire Bank. (4) Executive Level Conference Rooms and DOME Banquet suite/Area.
- Project Value - **\$475,000**
- Project Start – March 2015; Project End September 2015

University of Colorado, Denver – Anschutz Medical Campus – Krugman Hall Lecture Halls

- 9,000 Gross Square Footage; State of the Art, Digital Upgrade/Renovation. Crestron DM system, Crestron TSW-1052 panels, Panasonic Projectors, Panasonic HD-SDI PTZ Cameras, Panopto Lecture Capture, Cisco SX-80 VTC implementation, High Level Biamp Tesira Audio DSP system with Audix Boundary Microphones. Control Booth for Lecture Meeting Coordination utilizing Panasonic Broadcast Video Switchers.
- Project Value - **\$324,000**
- Project Start – June/July 2015

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



XciteAV has successfully completed all projects according to the applicable contract documents. XciteAV has never been involved in any delay claims, court, or arbitration judgments on any project. XciteAV has never been found liable for any damages or penalties due to a project not being completed on schedule or per contract documents.

References:

- **Dan Hudick, HEI Civil 303.947.5855**
- **Grant Nixon, Colorado State Courts 720.795.8684**
- **Doug Derber, University of Colorado 303.263.6093**
- **Jaymil Patel, University of Colorado 720.281.0684**
- **Jason Roberts Colorado State Courts 303.333.6168**
- **Steve Shane, USSF; Schriever AFB 719.567.0241**

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



Bid Clarifications

PAYMENT TERMS: ALL PAYMENTS ARE DUE 14 DAYS after INVOICE is submitted, unless otherwise agreed upon.

Projects under \$5000 will be invoiced upon completion.

Projects \$5000 - \$50,000 will be invoiced 50% upon acceptance and 50% upon completion.

Projects over \$50,000 will be invoiced 100% for MATERIALS upon acceptance and LABOR upon completion.

WARRANTY - XciteAV shall provide labor to support a manufacturer warranty for XciteAV supplied equipment for 1 YEAR. After the initial 365 days, the Client shall be responsible for Labor to support a manufacturer warranty. In the event a warranty service call is made but no labor or material defect is found, XciteAV will invoice its standard hourly rate for the service call. XciteAV warrants all labor services to be free of workmanship defects for a period of 1-year from the date of substantial completion. During this 1-year period, XciteAV will promptly repair, at no cost to the customer, any defects that are a direct result of labor workmanship. Any materials or equipment furnished by XciteAV will be covered by Manufacturer's warranty.

Any additional labor and/or material incurred due to the failure of the other work forces to have any of the previously agreed to work or coordination completed as anticipated and/or confirmed may be added to the project billing as required.

As needed or applicable the Owner's General Contractor or Architect will provide all required drawings/plans to XciteAV at no additional charge.

The pricing within is based on a 40-hour work week and standard business hours as defined as 7am – 6pm.

Cancellation Charges or Product changes may incur Restocking fees and freight charges.

Scope of work as defined in this proposal document.

XciteAV assumes all ceiling areas are easily accessible and suitable for cables and the approved installation items.

The DEMO or removal of existing cabling of any kind is NOT included in this proposal.

XciteAV assumes the work areas to be free of hazardous materials and danger.

All OSHA Safety guidelines will be observed and adhered to while working in the designated areas.

Delays & downtime caused by the Owner, General Contractor or Owner's Representative may be subject to a mobilization/demobilization charge. Delays or downtime are deemed as lost man hours where XciteAV is scheduled to work on a requested date and not allowed to perform said installation. These delays may be subject to a demobilization charge if the delay could have been avoided by rescheduling, thus preventing lost man hours. XciteAV respectfully requests that a 24 hour notice be given in the event a crew is scheduled to work and the area of work to be performed is not available. We try to schedule our crews to adhere to client schedules and we ask in return that our crews be allowed to stick with that schedule if possible, because we are trying to ensure that XciteAV crews are allowed to work efficiently, in order to provide a cost-effective price for our clients. In the event that XciteAV deploys a crew to a jobsite that was not ready, XciteAV reserves the right to charge for the lost man hours of each crew member for that particular project.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



Inclusions & Exclusions

Inclusions

All equipment, wire and miscellaneous accessories required for the 100% functional system.

All labor services associated with engineering, installation, programming, testing and training to ensure a 100% functional system.

Presentation of all Owners' manuals

Documentation package including as-built drawings/diagrams. ***Where applicable***

Cooperation and communication with design team, construction team and any other subcontractors during the installation process of the system.

Providing end-user training on system operation.

Any additional labor and/or material incurred due to the failure of the other work forces to have any of the previously agreed to work or coordination completed as anticipated and/or confirmed may be added to the project billing as required.

As needed or applicable the Owner's General Contractor or Architect will provide all required drawings/plans to XciteAV at no additional charge.

Exclusions

All conduits, high voltage wiring panels, breakers, relays, boxes, receptacles, etc. Any related electrical work including but not limited to 110VAC, conduit, core-drilling, raceway and boxes.

Any Voice/Data, VoIP or Analog Phone lines, ISDN, network ports, etc.

Network connectivity, routing, switching and port configuration necessary to support A/V equipment, including Video Conferencing CODECS.

Concrete saw cutting and/or core drilling.

Firewall, ceiling, roof and floor penetrations, patching, removal or fire-stopping.

Any sheetrock/drywall replacement, ceiling tile and/or T-bat replacement.

Any and all millwork. All millwork or modification of any millwork to accommodate the A/V equipment is to be provided by others, unless noted in Scope of Work and approved by Owner.

Painting, patching or finishing of any walls.

Permits

HVAC and plumbing relocation.

Any cutting, structural welding, or reinforcement of structural steel members required for support of assemblies.

Owner furnished equipment (OFE) that is integrated into the systems is assumed to be current, industry acceptable and in good working order. All OFE gear will be tested prior to installation to verify correct functionality. If it is determined that any OFE equipment is faulty, additional project charges may be incurred.

CONFIDENTIAL INFORMATION - This entire document and all information enclosed is the property of Xcite Audiovisuals, LLC. These materials may not be copied, distributed or disclosed in any way without the expressed written permission of an authorized officer of Xcite AV.

XCITE AUDIOVISUALS, LLC – 7167 S. ALTON WAY – CENTENNIAL CO – 80112 – 720.771.1011 – ALL RIGHTS RESERVED



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

To: Mayor Kudron and the Grand Lake Board of Trustees
From: John Crone, Town Manager
Re: Resolution 3-2023 Setting a Fee Schedule
Date: January 9, 2023

Background

Pursuant to Grand Lake Municipal Code 2-3-2. The Board of Trustees has the authority to set fees, charges, and deposits for various services (including rentals) provided by the Town. The last time that the Town adopted a fee schedule was in 2018 (applicable in 2019).

Since adoption of the last fee schedule, there have been numerous changes in the types of services provided and there is a better understanding of the costs incurred by the Town in providing certain services. The attached proposed fee schedule has eliminated services no longer provided by the Town and added certain services that we now provide. Several fees and deposits have been updated to reflect the actual cost incurred by the Town for providing those services.

Under State law, all fees must defray the reasonable direct and indirect costs of administering the service or to offset the impacts of the service.

Planning Deposit Increases

Staff is proposing several increases to the required deposits for planning and building issues. These increases reflect the increased costs of sending required notices and hiring outside professionals to review applications.

Some of the fee increases reflect the actual cost in staff time of processing the applications.

Water Late Fees

Staff recommended a flat fee for late payments of water bills. This fee reflects the actual staff time and incidental costs associated with late water payments. The Town has recently made several changes which considerably lessen the administrative burden for water customers who are trying to pay their bills. These changes should significantly reduce the number of late payments.

Rental of Town Facilities

Staff is recommending that ½ day rentals of the Community House be discontinued. Experience has shown that ½ day rentals actually preclude the ability of the Town to rent the facility for the remaining ½ day. The fact is that the Town cannot adequately prepare the facility for a second use on the same day as a use has already happened.

Staff is also recommending that the Town include a charge if Community House renters wish to also use the Town Hall kitchen. Use of the kitchen has resulted in excess work and cost for Town staff. It is only fair that this additional use of Town facilities pays for itself.

With the new addition of an extensive AV system in the Community House, there will certainly be parties that will wish to use it. This is expensive equipment that requires training to use. Its use puts an exceptional demand on staff time. Staff recommends that private parties who wish to use the AV equipment (sound and projector, not the theater lighting) should cover the cost of this use. Staff is NOT recommending that this fee be assessed to non-profit users.



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

Nightly Rental Licenses

It takes the same time and effort on Staff's part to process license applications regardless of the zoning district in which the nightly rental is located. Staff is recommending that the license application fee be set at the same amount for all applicants.

Since the inception of nightly rental licenses in Grand Lake, the Town has charged equal amounts for licenses regardless of the occupancy of the units. Recent changes to the code provisions that control nightly rentals require that all rentals have a determined occupancy. This change was instituted for safety reasons; however, it will also allow the Town to create a more equitable license fee structure.

The Town of Breckenridge recently completed a nexus study on nightly rentals that focus on four key components: households supported (number of households who cannot afford local housing), occupancy rate, affordability gap (the difference between what the households supported can afford and the actual cost of housing), and adjustments for the difference in spending between local households and nightly rental guests.

In Grand Lake, over 75% of our residents have affordability gaps of over \$400,000. When these numbers along with other specific Grand Lake income and spending numbers are plugged into the Breckenridge formula, even the most conservative analysis will allow for nightly rental fees of over \$700 per single occupancy. Since even the smallest unit will allow for double occupancy, the minimum rate charged for any unit can be justified at a rate of \$1400 per year.

To provide for easier administration of our nightly rental program, and to encourage the continued safe operation of regulated nightly rentals, staff recommends that the Board adopt a three-tiered licensing fee structure based on occupancy (as required by the Town code). Staff recommends that those units with occupancies of 4 or less people continue to pay a **\$600** annual license fee. Units with occupancies of 5 to 8 people pay annual license fees of **\$750**; and those units with occupancies of 9 or more people pay an annual license fee of **\$900**.

This proposed fee structure is justifiable to offset the impacts of nightly rentals on the community. It will also provide for greater equity among the various sized units that are put into the rental market.

Motion

Staff recommends the adoption of the updated fee schedule by approving the following motion: I move to adopt Resolution 03-2023, an Ordinance Adopting a Fee and Deposit Schedule for the Town of Grand Lake (*with the following changes*).

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 03-2023**

A RESOLUTION SETTING CERTAIN FEES AND DEPOSITS

WHEREAS, the Board of Trustees of the Town of Grand Lake ("the Board"), Colorado, pursuant to Colorado statute and the Grand Lake Town Code, including but not limited to Section 2-3-2, is vested with the authority of administering the affairs of the City of the Town of Grand Lake, Colorado (the "Town"); and,

WHEREAS, the authority of the Board includes, but is not limited to adopting ordinances and resolutions, including those that establish, set, or amend the fees, charges, and deposits assessed in connection with land use applications, water service, water service availability, plant investment and improvement, use of facilities, staff time, and other related services and matters provided by or at the direction of the Town; and,

WHEREAS, the Board has previously and periodically adopted and revised schedules, setting forth such fees and other charges; and,

WHEREAS, the Board reviewed the current fee and deposit schedule adopted by Ordinance 1-2022; and,

WHEREAS, the Board deems revisions are necessary to the current fee and deposit schedule in order to reasonably provide the particular service, permit or license.

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

THAT, the Board considers the Fee and Deposit Schedule attached hereto fair and equitable, and are reasonably related to the cost of providing the particular service, permit, or license; and,

THAT, the Town Fee and Deposit Schedule (the "Fee and Deposit Schedule") attached hereto is hereby approved with the following conditions:

1. The Fee and Deposit Schedule shall take effect on February 1, 2023 (the "Effective Date").
2. The Fee and Deposit Schedule shall apply to any application filed after the Effective Date.
3. No additional fees will be charged in connection with applications that are pending prior to the Effective Date; and,

THAT, the Fee and Deposit Schedule attached hereto repeals and replaces any previously adopted fee and deposit schedule(s) approved by the Board; and,

THAT, the fees and charges set forth in the Fee and Deposit Schedule may be revised from time to time by ordinance or by resolution, duly enacted by the Board.

1. Validity. If any part of this resolution is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remain portions of this resolution. The Board of Trustees hereby declares that it would have approved this resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

INTRODUCED, PASSED AND ADOPTED A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE AND SIGNED THIS 9th DAY OF JANUARY 2023.

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

ATTEST:

BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO

 Alayna Carrell
 Town Clerk

By: _____
 Stephan Kudron
 Mayor

TOWN OF GRAND LAKE FEE AND DEPOSIT SCHEDULE

Section 10, Item F.

TYPE OF FEE/DEPOSIT	AMOUNT	TYPE
Administrative and Public Works		
Staff Time (unless otherwise indicated)	\$60.00 per hour	Fee
Records Request	\$40.00 per hr after the 1 st hr & material	Fee
Copying/Printing – Letter Size	25¢ per page	Fee
Copying/Printing – Ledger Size	\$1.00 per page	Fee
<u>Copying/Printing – 24” x 36”</u>	<u>\$25.00 per page B&W</u> <u>\$45.00 per page Color</u>	
Copy of Zoning Code	\$12.50 20.00 per copy	Fee
Copy of Subdivision Code	\$10.00 per copy	Fee
<u>24”x36” Zoning Map</u>	<u>\$45.00 per map</u>	<u>Fee</u>
Send Fax – 1-2 Pages (No International)	\$2.00 per request	Fee
Send Fax – 3-5 Pages (No International)	\$4.00 per request	Fee
Send Fax – 6-10 Pages (No International)	\$6.00 per request	Fee
Send Fax – 11-20 Pages (No International)	\$10.00 per request	Fee
Motorized Equipment	\$150.00 per hour	Fee
Road Material (Road base/asphalt, etc.)	Cost per ton plus Equip & Staff per request	Fee
Other Materials (Acetylene, etc.)	Cost plus Equip & Staff per request	Fee
Fuel Surcharge	10% of sale	Fee
Pay – As – You – Throw (PAYT) Program		
Small Bag- 25 gal. (Blue)	\$5.00 per bag	Fee
Big Bag- 40 gal. (Green)	\$8.00 per bag	Fee
Business Licenses		
Fixed Business License (Half if purchased between 1/1 - 6/30)	\$165.00 per license	Fee
Fixed Business with Liquor License	\$187.00 per license	Fee
Non-Fixed Business License (Half if purchased between 1/1 – 6/30)	\$82.50 per license	Fee
Transient Merchant License	\$15.00 per license	Fee
Animal Drawn Vehicle License	\$50.00 per license	Fee
Sign Permit Application	\$10.00 25.00 per permit	Fee
Appeal to a denied Sign Permit Application	\$50.00 per appeal	Fee
Building Permit & Grading Permit Applications		
Building Permit		
Demolition	\$25.00 per permit	Fee
All other permits	See Grand County Building Dept	Fee
Appeal to a Denied Building Permit Application	\$250.00 300.00 per appeal	Fee
Grading Permit – General	\$35.00 50.00 per permit	Fee
Grading Permit – Engineered	\$75.00 100.00 per permit	Fee
Appeal to a Denied Grading Permit Application	\$75.00 per appeal	Fee

*All fees are non-refundable unless otherwise noted

TOWN OF GRAND LAKE FEE AND DEPOSIT SCHEDULE

Section 10, Item F.

TYPE OF FEE/DEPOSIT	AMOUNT	TYPE
Land Use Applications		
Land Use Applications		
Major Subdivision Request	\$ 1,500.00 <u>1,750.00</u> per request	Deposit
Minor Subdivision Request	\$ 750.00 <u>800.00</u> per request	Deposit
Plat or Plan Amendment Request	\$ 500.00 <u>600.00</u> per request	Deposit
Redevelopment Request	\$ 250.00 <u>300.00</u> per request	Deposit
Land Use Development Variances	\$ 500.00 <u>600.00</u> per request	Deposit
Annexation Request	\$ 1,500.00 <u>1,750.00</u> per request	Deposit
Rezoning Request	\$ 500.00 <u>600.00</u> per request	Fee
Building Permit Change	\$ 89.00 <u>100.00</u> per request	Fee
Special Use Permit Application	\$ 250.00 per request	Deposit
Conditional Use Permit Application (Except: Nightly Rental)	\$ 250.00 <u>300.00</u> per request	Deposit
Nightly Rental License <i>(Prorated monthly for 1st time applications only)</i>	\$ 600.00 per license <u>(1-4 occupancy)</u> <u>\$ 750.00 per license (5-8 occupancy)</u> <u>\$ 900.00 per license (8+ occupancy)</u>	Fee
Nightly Rental Application Fee	\$ Per application \$165 Residential \$ Per application \$125 C, CT, Rst	Fee
Variance Request Application – Zoning	\$ 250.00 <u>350.00</u> per request	Deposit
Variance Request Application – Zoning (Limited to: Setbacks, Min. Area, Max. Bldg Ht, & Min. Lot Frontage)	\$ 300.00 <u>350.00</u> per request	Fee
Variance Request Application – Design Standards	\$ 100.00 per request	Deposit
Variance Request Application – Stream and Lake Setbacks	\$ 250.00 <u>325.00</u> per request	Deposit
Appeal to a Denied Application	\$ 100.00 per request	Fee
Off-Street Parking Fee in Lieu	\$ 20,000.00 per space	Fee
Lot Line Consolidation	\$ 250.00 each	Deposit
Change to Non-Conforming Uses/Structure Requests	\$ 100.00 per request	Fee
Municipal Property Applications		
Right-of-Way Permit Application	\$ 40.00 <u>100.00</u> per permit	Fee
Public Property Encroachment License Application	\$ 250.00 <u>350.00</u> per application	Deposit
Major Encroachment License	\$100.00 per license	Fee
Minor Encroachment Agreement	\$ 50.00 per agreement	Fee
Special Event Permit Application – new events only	\$250.00	Deposit
Special Event Permit (Damage Deposit)	\$ 100.00 <u>250.00</u> per permit <u>(+ credit card on file)</u>	Deposit
Special Event Liquor License	\$ Case by Case	Fee
Variance Request Application - Street Standards	\$ 250.00 <u>300.00</u> per application	Deposit
Right-of-Way Vacation Application	\$ 250.00 <u>300.00</u> per application	Deposit
Boardwalk Fee in Lieu	\$150.00 per linear foot	Fee
Boardwalk Merchandise Permit (Annual)	\$ 25.00 per permit	Fee

*All fees are non-refundable unless otherwise noted

TOWN OF GRAND LAKE FEE AND DEPOSIT SCHEDULE

Section 10, Item F.

(Excludes News Racks – N/C)		
Greenway Application New app required for any additions	\$ 10.00 <u>20.00</u> per application	Fee
Appeal to a Denied Greenway Application	\$ 50.00 per request	Fee

TYPE OF FEE/DEPOSIT	AMOUNT	TYPE
Water Service Availability and Usage		
In-Town Plant Investment (TAP) – 3/4” Service Line	\$6,500.00 per line	Fee
Out-of-Town Plant Investment (TAP) – 3/4” Service Line	\$13,000.00 per line	Fee
In-Town Plant Investment (TAP) – 1” Service Line	\$13,000.00 per line	Fee
Out-of-Town Plant Investment (TAP) – 1” Service Line	\$26,000.00 per line	Fee
In-Town Plant Investment (TAP) – 1 1/2” Service Line	\$26,000.00 per line	Fee
Out-of-Town Plant Investment (TAP) – 1 1/2” Service Line	\$52,000.00 per line	Fee
In-Town Plant Investment (TAP) – 2” Service Line	\$52,000.00 per line	Fee
Out-of-Town Plant Investment (TAP) – 2” Service Line	\$104,000.00 per line	Fee
In-Town Plant Investment (TAP) – 3” Service Line	\$104,000.00 per line	Fee
Out-of-Town Plant Investment (Tap) – 3” Service Line	\$208,000.00 per line	Fee
In-Town Plant Investment (TAP) – 4” Service Line	\$208,000.00 per line	Fee
Out-of-Town Plant Investment (Tap) – 4” Service Line	\$416,000.00 per line	Fee
In-Town Water Service Availability Rate “Based on Board of Trustees review and approval, increases 6% annually”.	\$147 per quarter for up to 27,000 gallons of water used and \$2.00 per 1,000 gallons of water used over 27,000 gallons.	Fee
Out-of-Town Water Service Availability Rate “Based on Board of Trustees review and approval, increases 6% annually”.	\$294 per quarter for up to 27,000 gallons of water used and \$4.00 per 1,000 gallons of water used over 27,000 gallons.	Fee
Water (Stop/Restart) Service Charge	\$25.00 per charge	Fee
Late Payment Charges (Over 30 Days Late)	1.5% unpaid balance per month <u>\$25.00 per billing cycle</u>	Fee
Disconnect for Non-Payment (Due before reconnect)	\$100.00 per disconnect	Deposit
Reconnect by Town Personnel	\$100.00 per hour (with a 2-hour minimum)	Fee
Reconnect by Private Contractor Hired by Town	Actual cost plus \$200.00 per reconnect	Fee
Water Supply Protection Permit	\$300.00 per permit	Fee
Bulk Water		
One time Permit (Up to 300 gallons)	\$25.00 per permit	Fee
Monthly Permit (Up to 9000 gallons)	\$50.00 per permit	Fee
Monthly Permit (Per 1000 gallons over 9000)	\$4.00 per permit	Fee
Monthly Permit – Additional Truck	\$10.00 each per permit	Fee
Water Well Permit Fee	\$250.00 per permit	Fee
Water Certification Fee	\$10.00 or 10%	Fee

*All fees are non-refundable unless otherwise noted

TOWN OF GRAND LAKE FEE AND DEPOSIT SCHEDULE

Section 10, Item F.

TYPE OF FEE/DEPOSIT	AMOUNT	TYPE
Use of Town Facilities		
Community House		
Key Deposit	\$50.00	Deposit
Damage and Cleaning Deposit	\$500.00 (+ credit card on file)	Deposit
Government/Non-Profits/Special Dist.	\$150.00 half day — (4 hours)	Fee
Government/Non-Profits/Special Dist.	\$300.00 full day	Fee
Private Function or Pecuniary Event	\$300 half day (4 hours)	Fee
Private Function or Pecuniary Event	\$600.00 full	Fee
<u>Private Use of AV Equipment</u>	<u>\$200.00</u>	<u>Fee</u>
<u>Additional Use of Kitchen</u>	<u>\$100.00</u>	<u>Fee</u>
Pitkin Annex		
Key Deposit	\$50.00	Deposit
Damage and Cleaning Deposit	\$500.00	Deposit
Government/Non-Profits/Special Dist.	\$30 half day \$50 full	Fee
Private Function or Pecuniary Event	\$50 half day \$100 full	Fee
Heckert Pavilion		
Government/Non-Profits/Special Dist.	\$20.00 per hour	Fee
Private Function or Pecuniary Event	\$30.00 per hour	Fee
Electricity Use	\$25.00 per use	Fee
Lakefront Park (Upper and Lower) Picnic Shelter		
Electricity Use	\$25.00 per use	Fee
Government/Non-Profits/Special Dist.	\$20.00 per hour	Fee
Private Function or Pecuniary Event	\$30.00 per hour	Fee
Gazebo in Town Park	\$10 Non-Profit \$20 Private	Fee
Electricity Use	\$25.00 per use	Fee
EV Charging Station – Level 2	\$1.00/Hour	Fee
EV Charging Station – DC Fast	\$0.42/ kwh	Fee
EV Charging Station – DC Fast overtime	\$60.00 / hr	Fee
Cemetery Fees		
Traditional Perpetual Care Fee	\$750.00	Fee
Cremation Perpetual Care Fee	\$500.00	Fee
Reservation Fee Refundable.	\$50.00	Fee
Headstone Deposit	\$200.00	Deposit
Judicial Proceedings		
Appeal to Administrative Enforcement Citation	\$150.00 (if citation is upheld)	Fee
Municipal Court	As determined by Municipal Judge	Fee

*All fees are non-refundable unless otherwise noted