CALL TO ORDER: The regular meeting of the Board of Trustees was called to order by Mayor Judy Burke at 7:30 p.m. at the Town Hall, 1026 Park Avenue.

ROLL CALL PRESENT: Mayor Burke; Trustees Baird, Gasner, Jenkins, Lanzi, Lewis, and Sabo; Town Manager Hook, Town Clerk Kolinske, Town Planner Biller and Town Attorney Scotty Krob.

ABSENT: None.

ANNOUNCEMENTS: Mayor Burke announced that it would be appreciated if cell phones were turned off during the meeting.

Mayor Burke announced that all excavators and contractors in the Grand Lake area are reminded that the deadline for right-of-way permits is October 15th. No road cut or right-of-way permits will be permitted after this date.

Trustee Baird then announced that the Grand Lake Juniper Library will be having Wii Night beginning Thursday, October 16th and continuing through the school season from 5:00 – 6:00 p.m. All children are welcome. There will be Wii games, arts and crafts projects and pizza.

CONFLICTS OF INTEREST: Mayor Burke stated that if there are any Trustees wishing to announce a conflict of interest with any items on this evening’s agenda, they should do so at this time.

None of the Trustees had a conflict of interest with any items on the agenda.

UNSCHEDULED PUBLIC COMMENTS: Mayor Burke announced that this time is reserved for members of the public to make a presentation to the Board on items or issues that are not scheduled on the agenda. The Board will not discuss/debate these items, nor will the Board make any decisions on items presented during this time, rather, the Board will refer the items to staff for follow up. She then asked if there were any unscheduled public comments and noted that comments are limited to 3 minutes.

There were no unscheduled public comments.
Mayor Burke noted that neither Larry Bacon nor Jennifer Brown, representing Grand Lake's Rocky Mountain National Park Centennial, were present.

Mayor Burke then introduced Nancy Franz, Secretary, Grand Resource & Recycle Coalition. She explained that she came before the Board to thank them for their support for the Saturday recycling at Ace Hardware in Granby and to ask for their continued support. With the support that they have gotten they were able to add two additional bins. In conclusion she said that they are going into their third year and she hopes that the Board will keep them in their budget.

Mayor Burke introduced the Consent Agenda which contained the following: Minutes from the July 14, 2014 Meeting and Accounts Payable for September, 2014.

Trustee Gasner moved to remove both the Minutes and the Accounts Payable from the Consent Agenda and to consider each one separately. Trustee Lanzi seconded the motion and all Trustees voted aye.

Trustee Baird moved to approve the minutes of the July 14, 2014 regular meeting as written. Trustee Lewis seconded the motion and all Trustees voted aye.

Following brief discussion, Trustee Gasner moved to approve the accounts payable for September, 2014 with the exception of check number 38627 in the amount of $2,500.00 payable to the Grand County Library District, which is the Library's 2014 contribution, to be withheld until the Mayor approves the release of this check. Trustee Baird seconded the motion and all Trustees voted aye except Mayor Burke and Trustee Jenkins, who abstained.

Liquor Licensing Authority: Consideration of Registration of a Manager for LEGS, Inc., d/b/a EG's - Mayor Burke asked Town Clerk Kolinske to present this matter to the Board. Kolinske reported that the appropriate form to change a manager was received from Judy Lorens, President of LEGS, Inc., d/b/a EG's at 1000 Grand Avenue. The current manager is Darin Foran. Judy is requesting to change the registered manager from Darin back to herself. Staff would recommend the Board make a motion to accept Judy Lorens as the registered manager for EG's.

Trustee Lewis moved to accept Judy Lorens as the registered manager for EG's. Trustee Baird seconded the motion and all Trustees voted aye.

Old Business: Consideration to adopt Resolution No. XX-2014; A Resolution extending the Memorandum of Understanding (MOU) regarding the Petition to Annex
THE RIDGE AT ELK CREEK II – Mayor Burke asked Town Planner Biller to present this matter to the Board. Biller explained that staff has received a request to extend the MOU between the Town and Ridge at Elk Creek, Inc. Tom Stanley is the developer of the Ridge of Elk Creek II and he has made the request. Biller noted that Bill Hayne, the project engineer, will be representing Mr. Stanley. The Ridge at Elk Creek II is a proposed development and annexation into the Town of Grand Lake. The planned development is the subdivision of a roughly 30 acre parcel of vacant land into approximately 94 single family lots and 14 duplex units.

In 2004, the Town and the developer started negotiations of this development.

On 5/13/08, the Board discussed this annexation at its long range retreat.

On 05/21/08, the Planning Commission deemed the development eligible for annexation and approved the development sketch plan at its regular scheduled meeting.

On 6/23/08 & 8/25/08, the Board discussed the annexation agreement at its afternoon workshops.

On 7/23/09, the Board directed staff to draft a MOU. This is the last time the Board met directly with the developer concerning Ridge at Elk Creek II.

Beginning in August 2010, the Board has extended the MOU each year.

The documents the developer is trying to preserve from these past negotiations are as follows:
1. Annexation and Development Agreement (Exhibit A)
2. Municipal Water Service Agreement (Exhibit B)
3. Maintenance and Repair Agreement (Exhibit C)

Current staff is not familiar with the work already conducted during the annexation beginning in 2004 and would like to reiterate comments made by previous staff:

2010 – Memorandum of Understanding (MOU)
- After years of negotiations, it may be better to deny the annexation petition request and revisit when the developer is ready to move forward.
- The documents are in the exact state when negotiations stopped. For example, obvious updates are required including the signature line that currently reads “Mayor Pro-Tem Rhone”.
- The development would need sketch plan approval again.

2011 – Extension of MOU
- Staffs’ only reservation for the Board’s consideration is whether or not the negotiated agreements will be the best deal for the Town once Mr.
Stanley is ready to annex and develop. The annexation petition was dated November 3, 2006, and staff began discussions with Mr. Stanley in 2004, so there are elements that made perfect sense to staff at the time, that may make less sense when it comes time to execute.

2012 – Extension of MOU

- Current staff still believes all previous comments are even more relevant as more time has gone by. The agreements are still intact as previously negotiated and updated as of June 2008. Again, these documents are strictly drafts and would require the approval by this Board in the future.

The documents that the developer is trying to preserve have been made of record in 2012, 2013, and again this year. Staff’s opinion, past and present, has not changed. Staff is unclear on the advantages or disadvantages associated with preserving the MOU. However, the developer has indicated he is willing to re-submit sketch plan review within a year.

Staff recommends the Board adopt the resolution as presented which contains the following:
- The MOU is extended until September 28, 2015.
- The applicant formally re-submits sketch plan prior to September 28, 2015.
- The application is considered denied after September 28, 2015 due to inactivity.

The Board should discuss the possible renewal of the MOU between the Town and the Ridge at Elk Creek, Inc. and the land use application expiration date. The Board has many options including the following:
1. Adopt the resolution as presented, thus extending the MOU for an additional year and applying an expiration date to the land use application; or
2. Adopt the resolution with different conditions; or
3. Deny the request, thus the MOU is expired.

If the Board denies this extension request, staff recommends the Board make a motion to deny the current annexation petition and encourage the developer to resubmit at a later date.

Biller noted that there was not a representative present. Following discussion, Trustee Lewis moved to adopt Resolution No. 30-2014; a Resolution Extending the Memorandum of Understanding Regarding the Petition to Annex the Ridge at Elk Creek II, as presented. Trustee Jenkins seconded the motion and all Trustees voted aye.

OLD BUSINESS: DISCUSSION REGARDING THE TRANSFER OF THE GRAND LAKE ELEMENTARY SCHOOL BUILDING FROM EAST GRAND SCHOOL DISTRICT TO THE TOWN OF GRAND LAKE – Mayor Burke asked
Town Attorney Kroeb to present this matter to the Board. Kroeb explained that this matter is being discussed because it is important for the Board and the School District to be in agreement. He said that he had originally drafted a deed to keep things as simple as possible but said earlier that day he received a Bargain and Sale Deed (see attached Exhibit A) and an Option and First Right of Refusal Agreement (see attached Exhibit B) from the School District’s Attorney. He suggested the Board talk about the limitations that the School District would place on the Town’s ownership and also talk about whether or not the Board wants to conduct a Public Hearing to address this issue before making a final decision. He made reference to the two documents and said that the two primary issues for the Board are: 1) what are the range of uses the Board wants to make of the property, and 2) what are the restrictions, as far as having to sell it back to the District or sell it to someone else and having to offer it to the District first or at what point in time does it really become the Town’s to do whatever it wants including selling it. The uses are listed in the Bargain and Sale Deed which states, “...said property shall only be used as a Town community center, which use may include, but not be limited to, preschool facilities, tutoring services, athletic programs, recreational programs, adult education programs, and other uses typically associated with a community center; and said property shall never be used for purposes of a charter school or to provide kindergarten through twelfth grade academic programs or other school programs that would negatively affect enrollments in Grantor’s public schools, except with the express written consent and approval of Grantor.”

Mayor Burke then suggested adding uses such as incubator businesses. She said that this may be a way to generate revenue to help pay for the maintenance on the building.

Trustee Lewis suggested asking if the building could be used as a central place for home schooling. For example, parents of children that are already homeschooling could go there as a central place to teach their children and perhaps other children as well.

Town Attorney Kroeb noted that the School District does not want the Town to take away from their enrollment and the District may view that as a classroom. During discussion, additional uses suggested were to include a place for tutoring, for parking and as a transportation hub.

Trustee Sabo suggested listing all of the things that the building cannot be used for and eliminate trying to list all of the possibilities that it can be used for.

In a conversation between the School District’s Attorney and Town Attorney Kroeb, Kroeb said that as long as the building wasn’t used for kindergarten through twelfth grade academic programs, why should the District care what it may be used for. The answer he received was essentially that the District
wants to be able to say that they gave up the school but provided the Town with a community center.

Trustee Lanzi made the comment that the Option Agreement is totally unacceptable. He said that the only way the Town should consider the Option Agreement is if the District would turn it back into an elementary school.

Town Attorney Krob noted that there are three relevant time periods in the agreement. The first is the initial period where they have the right to come in and say they want it back and that extends for a period of ten years. At any time during that period they could buy it back for the same amount of money they sold it for which would be $1,00 plus the cost of whatever improvements that the Town made that are useful for a school. The improvements may be hard to define and Krob’s guess is that they will not find that whatever the Town does to the building useful for school purposes. Town Attorney Krob doesn’t feel that it seems very reasonable to him. The first time period where they have the option to buy it back should be short and stipulate that they can buy it back only if they are going to make it an elementary school again. He said a two year period seems more reasonable. The Board was in agreement with a two to five year period. Then, the second time period is if the Town were to try and sell it to a third party, then they would have the right to purchase it for the option price. In this case, a five or ten year period would seem reasonable. If the Town made any improvements to it and has a buyer that is willing to purchase it with those improvements then the Town has a better chance to get a better price for it and the school will have to match it. The third time period is the time period where it really belongs to the Town and as long as the Town is not putting kindergarten to twelfth grade students in there, the Town should be able to do anything it wants to do with it in terms of keeping it, remodeling it, tearing it down and replacing it, or selling it.

During discussion, Trustee Lewis made the comment that the Board should conduct a Public Hearing on this matter before entering into an agreement.

In conclusion, Town Attorney Krob said that he will convey to the School District’s Attorney that the Town is in no hurry to close the deal until the deal is right.

**NEW BUSINESS:**

**CONSIDERATION OF A REQUEST FROM ROCKY MOUNTAIN REPERTORY THEATRE TO GRANT A WAIVER TO THE AFFORDABLE HOUSING FEE FOR NEW CONSTRUCTION LOCATED AT LOTS 9-10, BLOCK 12, TOWN OF GRAND LAKE; MORE COMMONLY REFERRED TO AS 801 LAKE AVENUE** — Mayor Burke asked Town Planner Biller to present this matter to the Board. Biller explained that the Town has received a request to waive a portion of the affordable housing fee required for the issuance of a building permit application. The owner of the property is the Rocky Mountain Repertory Theatre (RMRT) who has requested the waiver.
March 2010 - The Board adopted Resolution 9-2010 waiving the affordable housing fees for the theatre located at Lots 6-8, Block 12 (800 Grand Avenue).

October 2011 - The Board adopted Resolution 29-2011 waiving the affordable housing fees for the “Off Broadway Cabins” located at Lot 9, Block 19 (450 Broadway St).

September 2014 - Town staff issued a building permit for an addition to the existing theatre waiving the affordable housing fee as permitted by Resolution 9-2010. This waiver was in the amount of $851.

Municipal Code 12-2-10 Affordable Housing Fees states:

The Town shall collect a fee set by a resolution adopted by the Grand Lake Board of Trustees for new construction that occurs within the Town boundaries... The Town Building Official shall not issue any building permits for new construction until such time as this fee is paid in full.

(C) Certain development or annexations may be eligible for a waiver of this Section based on criteria established by the Grand Lake Board of Trustees.

RMRT approached Town staff regarding this proposed design studio several weeks ago. At the direction of RMRT, staff agreed to review this building as a standalone commercial building and has proceeded as such. It is apparent RMRT will use this proposed design studio located on an entirely separate parcel in conjunction with their current operations. However, staff will issue a building permit if the proposed design studio meets all aspects of the Town regulations. Staff believes the waiver request is appropriate if RMRT maintains ownership of this parcel, using it for non-profit organization activities. Staff recommends the Board grant the property owner a waiver to the affordable housing fee for the permanent placement of the structure with restrictive covenant limiting the sale of the parcel to another party contingent upon full payment of the affordable housing fee. The Board should discuss the fee waiver request. The Board has the following options to consider:

1. Grant a waiver to the entire affordable housing fee; or
2. Grant a waiver with conditions; or
3. Not grant a waiver.

Town Planner Biller noted that Sue Brandt was present representing RMRT.

During discussion, it was made clear that the request is for a 40’ x 30’ commercial building which equates to $1,200.00 in affordable housing fees.

Following discussion, Trustee Lewis moved to deny the waiver request to the affordable housing fee for the proposed design studio located on Lots 9-10, Block 12, Town of Grand Lake. Trustee Baird seconded the motion and all Trustees voted aye except Trustee Lanzi, who voted nay.
NEW BUSINESS:

CONSIDERATION TO EXTEND THE GRADING PERMIT FOR BLOCK 27, LOTS 1-4, TOWN OF GRAND LAKE; MORE COMMONLY REFERRED TO AS 528 GRAND AVENUE – Mayor Burke asked Town Planner Biller to present this matter to the Board. Biller explained that the grading permit issued by Resolution 07-2013 expires on October 15, 2014. The applicant has requested an extension to the grading permit deadline until October 15, 2015.

June 2009 – The Board of Trustees adopted Resolution 16-2009; a resolution addressing the north 30’ of Lots 1-4, Block 27 (a.k.a. the glacial moraine) in the Town of Grand Lake. The resolution endorsed the sale of the 30’ strip of land to a third party with the following condition:

".....the future buyer develop an engineering stabilization plan, with a timeline for execution of the plan, to be presented and approved by the Town of Grand Lake to ensure the stabilization of this parcel for the protection of the safety and welfare of persons and public property."

May 2010 – The Board adopted Resolution 14-2010; a resolution approving grading in the Grand Avenue right of way adjacent to Lots 1-2, Block 27, Town of Grand Lake.

The Board granted extensions to this grading permit for the following years:
- October 2010
- October 2011
- November 2012 - The contractor completed all grading activities and erosion control on Lots 1-2.

June 2013 – The Board adopted Resolution 7-2013; a resolution granting a grading permit for Block 27, Lots 1-4 and adjacent Town right of ways.

As required by Resolution 7-2013, the contractor provided the following updates to the Board stating:

**Sept. 2013**
- “In all the project is 45% complete…”
- “…additional erosion control devices will be installed and maintained…”
- “When the project is 100% complete, October 2014…”

**July 2014**
- “The project ...is currently 65% complete.”

**Sept. 2014**
- “The project ...is currently 70% complete.”
- For the first time the contractor indicated an extension to the Oct 15, 2014 deadline would be requested.

The applicant states the following reasons for the extension request:
1. Earthwork volumes greater than anticipated
2. Excess precipitation
In Staff’s opinion, the following items are outstanding as required by grading permit:

- Cut slopes steeper than the grading plan.
- “All cut and fill slopes shall be covered with topsoil and hydromulch...”
- An As-Built Survey and Certificate of Compliance have not been received by the Town.
- Erosion Control measures as shown by the contractor have not been installed.
- The retaining walls as shown on the grading plan have yet to be constructed.
- The retaining wall in the Jefferson Street right-of-way is incomplete.
- The bond expiration date is currently June 28, 2016 and needs to include 2 years after permit expiration.
- A drainage swale along Grand Avenue has yet to be defined.

In staff’s opinion the Contractor and the Town have many options including the following or variations thereof:

<table>
<thead>
<tr>
<th>Option</th>
<th>Description</th>
<th>Summary</th>
<th>Comments</th>
<th>Completed By Oct 15th?</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Not Extend Permit</td>
<td>• Stop additional export of material</td>
<td>• New grading plan required</td>
<td>Maybe</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Complete grading “as-is”</td>
<td>• Shortest timeframe for a finished project</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Eliminate excess earthwork not anticipated by contractor</td>
<td>• The $50 a day penalty may be enforced</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Extend Permit Indefinitely</td>
<td>• Allow the Contractor to complete all excavation per the approved grading plan at his discretion</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>3</td>
<td>Grant a short extension of the permit (2014)</td>
<td>• Requires the Contractor to complete excavation per the approved grading plan immediately</td>
<td>• Requires bond extension</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Eliminate excess earthwork not anticipated by contractor</td>
<td>• Timeframe for completion is in 2014.</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Grant a long extension of the permit (2015)</td>
<td>• Requires the Contractor to complete excavation per the approved grading plan over time</td>
<td>• Requires bond extension</td>
<td>No</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Timeframe for completion is in 2014.</td>
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<td></td>
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<td></td>
<td>• Requires the Contractor to winterize the project</td>
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In recent days, the contractor has been working diligently on the project. However, the current deadline is October 15th and includes a penalty clause of
$50 a day the project is not complete which includes topsoil, seeding, and as-built drawing. The applicant has submitted an extension request with a fixed end date of October 15, 2015. Staff believes the contractor could expedite work in the next few weeks and finish the project in a manner which it was intended. Staff recommends the Board extend the grading permit to a fixed end date in the very foreseeable future. The Board should discuss the grading permit extension request made by the applicant. The Board has many options including the following:

1. Not extend the grading permit, thus uphold the applicant to the requirements of Resolution 7-2013; or
2. Grant the extension request as presented; thus extending the grading permit indefinitely; or
3. Grant an extension to the grading permit to a date determined by the Board.

Following discussion with Todd Hammerlund, Trustee Gasner moved to grant the request to extend the deadline imposed by Resolution 7-2013 until October 15, 2015; and direct staff to draft a resolution repealing and replacing Resolution 7-2013 which means another extension cannot be requested and continue with the original terms of the permit. Trustee Jenkins seconded the motion and all Trustees voted aye.

NEW BUSINESS:

CONSIDERATION TO ADOPT RESOLUTION NO. XX-2014, A RESOLUTION RESCINDING RESOLUTION NO. 28-2014 REGARDING A JOB DESCRIPTION FOR THE POSITION OF TOWN MANAGER, THEN, CONSIDERATION TO ADOPT ORDINANCE NO. XX-2014, AN ORDINANCE AMENDING CHAPTER 2, ARTICLE 7 OF THE TOWN OF GRAND LAKE MUNICIPAL CODE TO CLARIFY THE POSITION OF TOWN MANAGER AND THE DUTIES ASSOCIATED WITH SUCH POSITION, THEN, CONSIDERATION TO ADOPT A JOB DESCRIPTION FOR THE POSITION OF TOWN MANAGER – Mayor Burke asked Town Attorney Krob to present this matter to the Board. Krob explained that the Board has an ordinance that sets forth the functions and duties of what used to be addressed as the Town Administrator and suggested now be addressed as the Town Manager. The Town’s ordinance/code defines the functions and duties of the Town Manager. In the course of developing a job description for the current position of Town Manager there were some additional things that the Board wanted to include. Previously the Board adopted a resolution that included some of the functions and duties from the ordinance, some things were added and there were some others that contradicted what was in the ordinance. Where he felt the Board wanted to end up is there is an existing ordinance that sets out the functions and duties that is pretty certain will be there forever which will be left in place and then from time to time when the Board hires someone new, or wants to
redefine the job description, the Board by motion can adopt a job description. He advised to avoid contradictions when possible.

Trustee Gasner moved to adopt Resolution No. 31-2014, a Resolution Rescinding Resolution No. 28-2014 Regarding a Job Description for the Position of Town Manager, adopt Ordinance No. 5-2014, an Ordinance Amending Chapter 2, Article 7 of the Town of Grand Lake Municipal Code to Clarify the Position of Town Manager and the Duties Associated With Such Position, and then adopt a job description for the position of Town Manager. Trustee Baird seconded the motion and all Trustees voted aye.

NEW BUSINESS:

CONSIDERATION TO RATIFY A LETTER OF SUPPORT FOR THE GRAND LAKE AREA HISTORICAL SOCIETY FOR THE SMITH ESLICK COTTAGE COURT – Mayor Burke asked Town Manager Hook to present this matter to the Board. Hook explained that the Board needs to consider ratifying a letter of support submitted in response to a funding request of the Grand Lake Area Historical Society (Society) for the Smith Eslick Cottage Court. When submitting letters of support on behalf of the Town of Grand Lake, it is normal practice for staff to seek the authorization of the Board in advance. Additionally, letters signed by Mayor Burke need Board action. The Society continues to seek funding to improve the Smith Eslick Cottage Court. They have requested the Town’s support in their funding request to the State Historical Fund. In the past, the Board has provided letters of support for funding requests by the Society. The request from the Society came in after the deadline for preparation of an action item for the Board’s September 22 meeting. Since the grant application deadline for the Society was October 1, staff conferred with Mayor Burke and elected to proceed with the timely submittal of a letter of support and to seek Board ratification at the October 13 meeting. Staff believes that support from the Town can make a positive difference in the consideration of funding requests by funding agencies. Staff believes that, with sufficient funding, the Society will succeed in their goal of making the Smith Eslick Cottage Court a viable attraction that will benefit the Grand Lake community. The Board should discuss the letter of support as submitted. Staff recommends the Board ratify the letter of support as submitted. The Board should ratify or not ratify the letter of support as submitted.

Trustee Jenkins moved to ratify the letter of support for the Grand Lake Area Historical Society for the Smith Eslick Cottage Court as submitted. Trustee Lanzi seconded the motion and all Trustees voted aye.

NEW BUSINESS:

CONSIDERATION TO AUTHORIZE MAYOR BURKE TO SIGN A PROCLAMATION ESTABLISHING COLORADO CITIES & TOWNS WEEK IN GRAND LAKE – Mayor Burke asked Town Manager Hook to present this matter to the Board. Hook explained that the Board has the opportunity to consider proclaiming October 20 through 26, 2014 as Colorado Cities & Towns Week in Grand Lake. Colorado Municipal League has begun
a campaign to acknowledge and celebrate the contributions of municipal government to communities across Colorado through the establishment of the first Colorado Cities & Towns Week. Staff believes that the service of all municipal governments, including Grand Lake, warrant recognition. The Board should discuss the merits of proclaiming October 20 through 26, 2014 as Colorado Cities & Towns Week in Grand Lake. Given the importance of recognizing the valuable contributions of the Town of Grand Lake’s elected officials, staff and volunteers to the Grand Lake community, staff recommends the Board authorize Mayor Burke to sign the proclamation. The Board should authorize or not authorize execution of the proclamation.

Trustee Lewis moved to authorize Mayor Burke to sign the proclamation as presented, establishing October 20 through 26, 2014 as Colorado Cities & Towns Week in Grand Lake. Trustee Jenkins seconded the motion and all Trustees voted aye.

NEW BUSINESS:

CONSIDERATION TO ALLOW LIEUTENANT COLONEL JAMES REEMAN TO MOVE FORWARD WITH THE ETCHING OF A MEMORIAL FOR STEVE CORMEY USING A ROCK LOCATED IN THE PIONEER GARDEN OF LAKEFRONT PARK – Mayor Burke asked Town Clerk Kolinske to present this matter to the Board. Kolinske explained that Steve Cormey was a Grand Lake singer songwriter, and long time resident, who contributed to the community so generously and unselfishly. His original compositions written about the Grand Lake area are universally recognized and promote the spirit and uniqueness of the Town and its people. Following the passing of Steve Cormey, Lieutenant Colonel James Reeman formed “The Steve Cormey Project” and began raising funds to build a proper tribute to the man who gave his music, heart, and soul to Grand Lake. He originally planned to have a statue of Cormey made and placed somewhere special within the Town. With the funds that have been raised, the idea now is to etch the words to Cormey’s song Never Summer, Forever Home and possibly a picture of him on a rock that is currently positioned in the Pioneer Garden of Lakefront Park. If the Board is in agreement to use the rock for this memorial a motion should be made.

Trustee Jenkins moved to allow Lieutenant Colonel James Reeman to move forward with the etching of a memorial for Steve Cormey using the rock as shown located in the Pioneer Garden of Lakefront Park. Trustee Gasner seconded the motion and all Trustees voted aye.

NEW BUSINESS:

CONSIDERATION TO SET A PUBLIC HEARING FOR THE 2015 BUDGET FOR THE TOWN OF GRAND LAKE – Mayor Burke asked Town Manager Hook to present this matter to the Board. Hook explained that pursuant to §29-1-105, C.R.S., the proposed 2015 budget was submitted to the Board of Trustees for consideration on September 15, 2014. Although we are aware that further budget discussions are necessary, particularly with respect to the compensation portion of the budget, the only budget activity at this time is
setting the public hearing. Staff recommends the Board move to set the 2015 Budget for the Town of Grand Lake for public hearing on Monday, November 10, 2014 at 7:30 p.m., with notice of the public hearing to be published in the Middle Park Times on Thursday, October 23, 2014.

Trustee Gasner moved to set the 2015 Budget for the Town of Grand Lake for public hearing on Monday, November 10, 2014 at 7:30 p.m. Trustee Lewis seconded the motion and all Trustees voted aye.

NEW BUSINESS: CONSIDERATION TO APPOINT BOARD MEMBERS TO A SEARCH COMMITTEE FOR THE POSITION OF TOWN MANAGER – Trustee Jenkins moved to appoint Trustee Gasner, Trustee Sabo, Trustee Jenkins and Mayor Burke to a Search Committee for the position of Town Manager. Trustee Lewis seconded the motion and all Trustees voted aye.

MAYOR’S REPORT AND COMMENT: None.

ADJOURNMENT: Trustee Lewis moved to adjourn, seconded by Trustee Gasner. All Trustees voted aye, and the meeting was adjourned at 9:06 p.m., October 13, 2014.

Judy M. Burke, Mayor

Ronda Kolinske, CMC, Town Clerk
BARGAIN AND SALE DEED

EAST GRAND SCHOOL DISTRICT NO. 2, a Colorado school district ("Grantor"), for the consideration of Ten Dollars ($10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to THE TOWN OF GRAND LAKE, COLORADO, a Colorado municipal corporation, ("Grantee"), whose address is P.O. Box 99, Grand Lake, CO 80447, the following real property in the County of Grand and State of Colorado, to wit:

LOT A, BLOCK 11, GRAND LAKE ESTATES, SECOND FILING,
also known as 301 Marina Drive, Grand Lake, Colorado 80447,
also known as the Grand Lake Elementary School and Property.

with all its appurtenances, so long as said property is used by Grantee as follows:
(a) For a period of ten (10) years from the date hereof, said property shall only be used as a Town community center, which use may include, but not be limited to, preschool facilities, tutoring services, athletic programs, recreational programs, adult education programs, and other uses typically associated with a community center; and
(b) Said property shall never be used for purposes of a charter school or to provide kindergarten through twelfth grade academic programs or other school programs that would negatively affect enrollments in Grantor's public schools, except with the express written consent and approval of Grantor.

If Grantee, its successors or assigns, shall cease to use the property in accordance with the foregoing, then and in that event, title to the property shall revert to Grantor. This Deed is intended to convey only a fee simple determinable interest to Grantee, with a possibility of reverter retained by Grantor.

Said real property and all appurtenances are transferred and conveyed to Grantee "as is and "with all faults"; and Grantor makes no warranties or representations, express or implied, as to its title, condition or state of repair, including without limitation any warranties of merchantability, habitability or fitness for a particular purpose.

SIGNED THIS _____ day of ____________, 2014.

GRANTOR:

EAST GRAND SCHOOL DISTRICT NO. 2

BY: ____________________________
    Taunia Shipman, President

ATTEST:

______________________________
    Angel DeCicco, Secretary
ACCEPTED BY THE TOWN OF GRAND LAKE, COLORADO

ATTEST:

Ronda Kolinske, CMC, Town Clerk

STATE OF COLORADO  
) SS
COUNTY OF GRAND  
)

The foregoing instrument was acknowledged before me this ___ day of 
____________________, 2014, by Taunia Shipman, as President, and Angel DeCicco, as Secretary, of
East Grand School District No. 2.

Witness my hand and official seal.
My Commission expires:

(SEAL)  
Notary Public

STATE OF COLORADO  
) SS
COUNTY OF GRAND  
)

The foregoing instrument was acknowledged before me this ___ day of 
____________________, 2014, by Judy M. Burke, as Mayor, and Ronda Kolinske, as Town Clerk, of
the Town of Grand Lake, Colorado.

Witness my hand and official seal.
My Commission expires:

(SEAL)  
Notary Public

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OPTION AND FIRST RIGHT OF REFUSAL AGREEMENT

THIS OPTION AND FIRST RIGHT OF REFUSAL AGREEMENT ("Agreement") is made and entered into ____________, 2014, by and between EAST GRAND SCHOOL DISTRICT NO. 2, a Colorado school district ("School District"), and THE TOWN OF GRAND LAKE, COLORADO, a Colorado municipal corporation ("Town").

WHEREAS, the School District has this date conveyed to the Town the following real property in the County of Grand and State of Colorado, to wit:

LOT A, BLOCK 11, GRAND LAKE ESTATES, SECOND FILING,
also known as 301 Marina Drive, Grand Lake, Colorado 80447,
also known as the Grand Lake Elementary School and Property,

(referred to herein as the "School Property")

AND WHEREAS, the execution of this Agreement was partial consideration for such conveyance.

NOW THEREFORE, the parties agree as follows:

1.0 TERM

1.1 This Agreement shall be in effect for a term of ten (10) years from the date first set forth above (the "Term").

2.0 OPTION AGREEMENT

2.1 During the Term, the School District shall have the option to purchase the School Property from the Town for the Option Price provided in Subsection 2.3 below.

2.2 The School District may exercise such option at any time during the Term by giving written notice to the Town. Upon giving such notice, the School District and the Town shall proceed with closing of the sale to the School District in accordance with Section 4.0 hereof.

2.3 The Option Price to be paid by the School District to the Town for the purchase of the School Property will be the sum of One Dollar ($1.00), plus any capital outlay costs, less depreciation, expended by the Town for any substantial improvements made to the School Property during the Town's ownership to the extent that such improvements will benefit the School District's subsequent use of the School Property as a school. Within ten (10) days after receiving notice of the School District's election to exercise the purchase option pursuant this Section 2.0 or the first right of refusal pursuant to Section 3.0, the Town shall provide the School District with an accounting of any such improvement costs claimed by the Town, including copies of paid invoices and receipts or other appropriate proof of the costs incurred and the method used to depreciate such improvements. The School District may
give notice of any objections to such accounting and may withdraw its election to exercise the option purchase the School Property if the parties fail to reach an agreement regarding such amounts to be included in the Option Price.

3.0 FIRST RIGHT OF REFUSAL

3.1 During the Term, the School District shall have the first right of refusal with respect to any proposed sale of the School Property by the Town to a third party(ies), as provided in this Section 3.

3.2 If the Town desires to accept and enter into any proposed agreement for the sale or other transfer or disposition of all or any part of or any interest in the School Property (any such proposal being hereinafter called an "Offer"), the Town shall transmit a copy of the Offer to the School District.

3.3 The School District shall have twenty (20) days after receipt of a true copy of the Offer in which to give the Town written notice of its election to acquire the School Property or such part thereof or such interest therein as is contemplated by the Offer, on the terms set forth in the Offer, or to purchase the entire School Property for the Option Price provided in Subsection 2.3.

3.4 In the event The School District shall elect to acquire the School Property or such part thereof or interest therein by exercising its right of refusal or purchase option, the parties will proceed with the closing of the sale to the School District in accordance with Section 4.0 hereof.

3.5 In the event The School District does not exercise its right of refusal or purchase option as herein provided, the Town shall be free to consummate the proposed sale or transfer on the terms described in the Offer, to the transferee set forth in the Offer. Upon such transfer, the School District's purchase option and first right of refusal provided herein shall terminate as to School Property or such part thereof or such interest therein as is transferred pursuant to the Offer, subject to the continuing deed restrictions and conditions as provided in Subsection 5.3 hereof.

4.0 CLOSING

4.1 The closing shall be held on the thirtieth (30th) day after written notice is given by the School District of its exercise of the purchase option or right of first refusal (or if that date is not a business day, then on the next following business day), at 10:00 a.m., at the School District offices at 299 County Road 611, Granby, Colorado, or at such other date, time and place as may be mutually agreed by the parties.

4.2 Subject to payment or tender of the purchase price, and compliance with the other terms and conditions of this Agreement by the School District, the Town shall convey
merchantable title to the School Property (or such portion as is the subject of the first right of refusal) to the School District by executing and delivering to the School District, at closing, a special warranty deed conveying title free and clear of liens and encumbrances, and subject to such reservations, exceptions and easements as existed when the School Property was conveyed to the Town.

4.3 The School District, at its option and expense, may obtain a title insurance commitment prior to closing to verify that the title to the School Property is merchantable, as contemplated pursuant to Subsection 4.2. If such commitment reveals any defects in the title, the School District may give notice of the same to the Town, and the Town shall take appropriate action to remedy such defects prior to closing.

4.4 Possession of the School Property (or such portion as is the subject of the first right of refusal) shall be delivered to the School District at closing, free of leases and tenancies.

5.0 GENERAL PROVISIONS

5.1 Time is of the essence hereof. If any payment due hereunder is not paid, honored or tendered when due, or if any other obligation hereunder is not performed or waived as herein provided, the non-defaulting party shall be entitled to all contractual remedies provided by Colorado law, including the right to specific performance. In the event of any litigation arising out of this Agreement, the court shall award to the prevailing party all reasonable costs and expenses, including attorney fees.

5.2 All notices hereunder shall be in writing and shall be deemed to have been given when delivered personally or when sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to the School District: Superintendent
East Grand School District No. 2
P.O. Box 125
Granby, CO 80446

It to the Town
Mayor
Town of Grand Lake
P.O. Box 99
Grand Lake, CO 80447

The parties may designate changes of address by like notice.

5.3 Nothing contained herein shall nullify or affect the conditions and restrictions contained in the Bargain and Sale Deed of even date herewith, by which the School Property was conveyed to the Town by the School District.
IN WITNESS WHEREOF, the parties have hereunto subscribed their signatures, effective the date first above written.

SCHOOL DISTRICT:
EAST GRAND SCHOOL DISTRICT, NO. 2

BY: ____________________________
    Taunia Shipman, President

ATTEST:

__________________________________
    Angel DeCicco, Secretary

TOWN:

TOWN OF GRAND LAKE, COLORADO

By: ____________________________
    Judy M. Burke, Mayor

ATTEST:

__________________________________
    Ronda Kolinske, CMC, Town Clerk

STATE OF COLORADO   )
COUNTY OF GRAND     ) SS

The foregoing instrument was acknowledged before me this ______ day of
____________________, 2014, by Taunia Shipman, as President, and Angel DeCicco, as Secretary, of
East Grand School District No. 2.

Witness my hand and official seal.
My Commission expires:

(S E A L .) ____________________________
    Notary Public

STATE OF COLORADO   )
COUNTY OF GRAND     ) SS

The foregoing instrument was acknowledged before me this ______ day of
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_____________________, 2014, by Judy M. Burke, as Mayor, and Ronda Kolinske, as Town Clerk, of the Town of Grand Lake, Colorado.

Witness my hand and official seal.
My Commission expires:

(SEAL)  Notary Public