AGENDA

A.) CALL TO ORDER

B.) PLEDGE OF ALLEGIANCE

C.) ROLL CALL

D.) ANNOUNCEMENTS
   1.) We would appreciate it if you would turn your cell phones off during this meeting.
   2.) A sign-in sheet is located by the door, if you have not already done so, please sign in before you leave.
   3.) Secret Santa Shop will be held in the Community House on December 15th and 16th.
   4.) The second Board of Trustees meeting in December will be canceled as is tradition in Grand Lake – Happy Holidays! Board meetings will resume January 9, 2018.

E.) CONFLICTS OF INTEREST

F.) UNSCHEDULED PUBLIC COMMENTS – COMMENTS ARE LIMITED TO 3 MINUTES
   (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.)

G.) SCHEDULED PRESENTATIONS/DELEGATIONS — NONE

H.) APPROVAL OF MINUTES
   Minutes – November 27, 2017. (Page E3)

I.) APPROVAL OF ACCOUNTS
   1.) Accounts Payable – November, 2017. (Page E7)

I.) OLD BUSINESS – Planning update regarding setback concerns at 804 Park Ave. (Page E18)

J.) NEW BUSINESS
   1.) Consideration to approve/renew Town of Grand Lake services and lease contracts for 2018, including; 2018 Sheriff’s Contract, Marketing Service’s and Visitor’s Services with the Grand Lake Area Chamber of Commerce for 2018 agreement, Grand County Water Information Network (GCWIN) for 2018 lease renewal, Grand Lake Area Historical Society (GLAHS) lease agreement and Hilly Lawn service agreement. (Page E21)
2.) Consideration to authorize the Mayor and Town Manager to sign the Dazzio and Associates, PC letter of engagement for the December 31, 2017 audit. (Page E63)

3.) Consideration to approve Ordinance ___-2017 approving the 2018 Fee and Deposit Schedule revisions as they relate to the Grand Lake Center. (Page E69)

4.) Consideration to approve Ordinance ___-2017 which seeks to amend certain sections of the Municipal Code pertaining to regulations for zoning districts – building heights and area standards. (Page E73)

5.) Consideration of new Special Event Permit Application for Grand Art Council’s “Comedy Night in the Rockies”. (Page E114)

K.) **LOCAL LIQUOR LICENSING AUTHORITY – QUASI-JUDICIAL** – Consideration to approve a Special Event Liquor License Grand Art Council “Comedy Night in the Rockies” to be held on December 30, 2017. (Page E119)

L.) **MAYOR’S REPORT AND COMMENT**

M.) **ADJOURNMENT**
REGULAR MEETING
TOWN OF GRAND LAKE BOARD OF TRUSTEES
MONDAY, NOVEMBER 27, 2017 7:30 P.M.

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

PLEDGE OF ALLEGIANCE: Mayor Peterson led everyone in reciting the Pledge of Allegiance.

ROLL CALL PRESENT: Mayor Peterson; Mayor Pro-Tem Lewis; Trustees, Kudron, and Solgot; Town Manager White, Town Planner Shull, Town Treasurer Ackerman, Town Clerk Pro Tem ORourke and Town Attorney Kroh.

ABSENT: Trustees Jenkins, Goodfellow and Bruegger.

Mayor Pro-Tem Lewis made a motion to excuse Trustees Jenkins, Goodfellow and Bruegger from the Workshop and Regular meeting. Trustee Kudron seconded and all voted aye.

Manager White informed the Board that Trustee Solgot had previously informed the Mayor and Staff prior to her absence and asked if the Board would like to reconsider her last absence being recorded as unexcused.

Trustee Kudron made a motion to change Trustee Solgot’s unexcused absence on October 23rd to excused as proper notice had been given. Mayor Pro-Tem Lewis seconded and all trustees voted aye.

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

Mayor Peterson announced that a sign-in sheet is located by the door and to please sign in before leaving.

Mayor Peterson announced The Town of Grand Lake Appreciation Dinner will be held on December 1st at O-A Bistro.

CONFLICTS OF INTEREST: Mayor Peterson 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.

There were no conflicts.
UNSCHEDULED
PUBLIC COMMENTS:
Mayor Peterson 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. He then asked if there were any unscheduled public comments and noted that comments are limited to 3 minutes.

Lance Sabo 808 Park Ave. addressed the Board. He stated that he believes that the construction project located at 804 Park Ave. is infringing on the setback. He was also concerned that the contractors were on his property to construct a portion of the building. He requested that the Town address these concerns as soon as possible.

Mayor Peterson thanked Mr. Sabo for his feedback.

Jim Kroepfl 133 Alpine Circle – thanked everyone in the Town who was involved with the Grand Lake Tree Lighting ceremony. He stated that everyone enjoyed the evening – locals and visitors alike. He also gave a special thank you to Peter Esmond for all of his efforts.

Mr. Kroepfl also thanked the Town for its continued confidence and support of the Chamber.

SCHEDULED
PRESENTATIONS/DELEGATIONS:
None.

MINUTES APPROVAL:
Mayor Pro-Tem Lewis moved to approve the November 13, 2017 Minutes as presented. Trustee Solgot seconded the motion and all Trustees voted aye.

REPORTS: SALES TAX CASH FLOW REPORT FOR SEPTEMBER 2017:
Mayor Peterson asked Trustee Kudron to present the sales tax cash flow report. Trustee Kudron reported that the amount of revenue received in November 2017 for the month of September was $197,896. This amount was 11.32% above what was received through November 2016.
RECORD OF PROCEEDINGS

REPORTS: FINANCIAL REPORT FOR OCTOBER 2017:

Mayor Peterson asked Trustee Kudron to present the Financial Report for October 2017. Trustee Kudron reported that the General Fund expenditures through the end of October totaled $1,567,859 or 39.8% of budget. He said the Water Fund expenditures for the same period totaled $727,167 or 51.2% of budget, the Marina Fund expenditures totaled $210,707 or 83% of budget, the PAYT Fund expenditures totaled $25,208 or 72.4% of budget, and the Grand Lake Center expenditures totaled $133,048 or 68.6% of budget.

Mayor Peterson thanked staff for staying well within budget in 2017.

LIQUOR LICENSING AUTHORITY:

None

OLD BUSINESS:

None

NEW BUSINESS:


Treasurer Ackerman presented this item to the Board.

Mayor Peterson stated that this budget planning year went very smoothly and the Board agreed – they thanked Treasurer Ackerman and the rest of the staff for their efforts.

Manager White also thanked Treasurer Ackerman for all of her work on the budget.

Mayor Pro-Tem Lewis moved to approve the Resolution 19-2017. Trustee Kudron seconded the motion and all Trustees voted aye.

NEW BUSINESS:

Consideration of Resolution 20-2017 appropriating sums of money to the various funds and spending agencies, in the amounts and for the purposes set forth below, for the Town of Grand Lake, Colorado, for the 2018 budget year.

Treasurer Ackerman presented this item to the Board.

Mayor Pro-Tem Lewis moved to approve Resolution 20-2017. Trustee Solgot seconded the motion and all Trustees voted aye.
NEW BUSINESS

Consideration of Resolution 21-2017 levying property taxes for the year 2018 to help defray the costs of government for the Town of Grand Lake, Colorado, for the budget year 2018.

Treasurer Ackerman presented this item to the Board.

Mayor Pro-Tem Lewis moved to approve Resolution 21-2017. Trustee Kudron seconded the motion and all Trustees voted aye.

NEW BUSINESS

Consideration of Ordinance No. 06-2017 establishing a fee for street lighting, police services and dispatch services in the Town of Grand Lake, Colorado and setting the initial rates for such services.

Manager White presented this item to the Board. He explained that this fee had been vetted during the budgeting process and ask the Board to consider approving this fee.

There was a short discussion regarding this fee to support Town services.

Mayor Pro-Tem Lewis moved to approve Ordinance 06-2017. Trustee Kudron seconded the motion and all Trustees voted aye.

MAYOR'S REPORT AND COMMENT:

Mayor Peterson thanked everyone in Town for helping get through this summer’s construction season. The work put in this year will benefit the Town in the long term.

ADJOURNMENT:

Mayor Pro-Tem Lewis moved to adjourn, seconded by Trustee Solgot. All Trustees voted aye, and the meeting was adjourned at 7:58 p.m., November 27, 2017.
# ATTACHMENT A

## ACCOUNTS PAYABLE - ALREADY PAID

### ALREADY PAID

<table>
<thead>
<tr>
<th>Credit Union of Colorado</th>
<th>Mountain Food Market</th>
<th>DUE 12/15/17</th>
<th>Longevity - Hassoldt</th>
<th>$2,049.77</th>
<th>$900.00</th>
</tr>
</thead>
</table>

**TOTAL ALREADY PAID** $2,949.77

### PAYROLL ALREADY PAID

<table>
<thead>
<tr>
<th>Name</th>
<th>GF</th>
<th>Water</th>
<th>Marina</th>
<th>Total</th>
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<tbody>
<tr>
<td>Ackerman, Erin</td>
<td>$1,739.94</td>
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<td>$3,866.50</td>
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<td>Hassoldt, Gerald</td>
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<td>Johnson, David</td>
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<td>Lewis, Randy</td>
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<td>$5,391.66</td>
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<td>McGinn, Bernard</td>
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<td>$4,448.64</td>
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<tr>
<td>O'Rourke, Erin</td>
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<tr>
<td>Ruske, Christopher</td>
<td>$3,208.34</td>
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<td>Shull, Nathaniel</td>
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<td>Snook, Rita</td>
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<td>White, James</td>
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<td>Zeleznikar, John</td>
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<td>Constienus, Krystal</td>
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<td>Myers, Crystal</td>
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<td>Lunsford, Saundra</td>
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<td>$287.70</td>
<td>$71.93</td>
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**TOTAL Gross Salaries** $62,531.52

- **Reimbursements**: $42,596.52
- **EFTPS**: $18,969.48
- **State Withholding**: $965.52

<table>
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<tr>
<th>Item</th>
<th>Amount</th>
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<tr>
<td>FICA/Federal Withholding</td>
<td>$2,461.66</td>
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<td>State Withholding</td>
<td>$16,590.96</td>
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<td>Retirement/Loan Repayment</td>
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<td>Health/Dental/Vision/Life/AD&amp;D Insurance</td>
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<tr>
<td>Life/AD&amp;D Insurance</td>
<td>$11,175.17</td>
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<tr>
<td>Additional Life Coverage</td>
<td>$126.86</td>
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</table>

**Total Payroll Taxes/Benefits** $42,434.41
December 11, 2017

To: Mayor Peterson and Board of Trustees
From: Erin ORourke, Code Administrator

RE: Ordinance 2017; An Ordinance approving the 2018 Town of Grand Lake Fee and Deposit Schedule.

Purpose
To review and consider approving the 2018 Town of Grand Lake Fee and Deposit Schedule ("the Schedule") with Staff recommended additions, deletions and modifications ("the Revisions").

Municipal Code

By virtue of Municipal Code 2-3-2 the Board of Trustees is empowered to adopt Ordinances and Resolutions that establish and set the fees and deposits charged for land use, water service availability and plant improvement, use of facilities, staff time, services, permits and licenses.

Staff Comments

The only revisions being requested to the Fee and Deposit Schedule are related to the Grand Lake Center Staff believes that these minor adjustments and additions will help allow GLC to support and maintain fitness and meeting equipment while maintaining affordable rates for users.

Staff Recommendation

Staff recommends the Board review the provided information. Proposed fees for 2018 are listed alongside the current 2017 fees on the attached sheet.

Staff has provided the following motions for the Board of Trustees consideration:

1. I move to adopt Ordinance XX-2017; an ordinance approving the Fee and Deposit Schedule and the Revisions as presented; and authorize the Mayor to sign it.

Or

2. I move to adopt Ordinance XX-2017; an ordinance approving the Fee and Deposit Schedule and the Revisions with the following modifications ___________________________; and direct Staff to draft an ordinance outlining this motion; and authorize the Mayor to sign it.
<table>
<thead>
<tr>
<th><strong>Grand Lake Center Fees 2018</strong></th>
<th>2018</th>
<th>2017</th>
<th>2018</th>
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</thead>
<tbody>
<tr>
<td>Annual Fitness Membership - Individual</td>
<td>$360.00</td>
<td>$270.00</td>
<td>$90.00</td>
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<tr>
<td>Annual Family Fitness Membership - (includes two adults and children under 18 years for extra $25 each)</td>
<td>$450 + $25 each child under 18</td>
<td>$450 +$0</td>
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</tr>
<tr>
<td>6 Month Fitness Membership - Individual</td>
<td>$210.00</td>
<td>na</td>
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<tr>
<td>Monthly Individual Fitness Pass</td>
<td>$40.00</td>
<td>$30.00</td>
<td>$10.00</td>
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<tr>
<td>10 Punch Card Fitness Pass (only available for use during regular operating hours)</td>
<td>$70.00</td>
<td>$50.00</td>
<td>$20.00</td>
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<tr>
<td>Daily Drop in Fee</td>
<td>$9.00</td>
<td>$8.00</td>
<td>$1.00</td>
</tr>
<tr>
<td>Daily Open Gym - 18 and up</td>
<td>$3.00</td>
<td>$2.00</td>
<td>$1.00</td>
</tr>
<tr>
<td>Daily Open Gym - 17 and younger</td>
<td>Free</td>
<td></td>
<td></td>
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<tr>
<td>Key Card Deposit</td>
<td>$10.00</td>
<td>$10.00</td>
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</tr>
<tr>
<td>Key Card Replacement</td>
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<tr>
<td><strong>Room Rental Fee 2018</strong></td>
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</tr>
<tr>
<td>Deposit - per room</td>
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<td>$100.00</td>
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<tr>
<td>Room Rental Fee - per hour</td>
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<tr>
<td>Business Center - per person per hour</td>
<td>$5.00</td>
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<tr>
<td>Gymnasium Deposit</td>
<td>$350.00</td>
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<td>$500.00</td>
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<tr>
<td>Gym Half Day Rental - 4 hours</td>
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<td>Gym Full Day Rental - 8 hours</td>
<td>$400.00</td>
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<tr>
<td><strong>Optional Equipment Rentals</strong></td>
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<tr>
<td>Carpet/Ceiling draping set up and take down</td>
<td>$300.00</td>
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<tr>
<td>Table Rental - per table</td>
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<td>$0.00</td>
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<tr>
<td>Chair Rental - per chair</td>
<td>$2.00</td>
<td>$0.00</td>
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<tr>
<td>Projector Rental - daily use fee</td>
<td>$25.00</td>
<td>$25.00</td>
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<tr>
<td>Podium</td>
<td>$10.00</td>
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<tr>
<td>Piano Rental - daily use fee</td>
<td>$25.00</td>
<td>$25.00</td>
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<tr>
<td>Gym Set Up fee - groups of 50 or more</td>
<td>$30.00</td>
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<tr>
<td>Copies</td>
<td>$0.25</td>
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</table>
TOWN OF GRAND LAKE
ORDINANCE NO. ___-2017

AN ORDINANCE ESTABLISHING A FEE AND DEPOSIT SCHEDULE
FOR THE TOWN OF GRAND LAKE

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

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

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

WHEREAS, the Board reviewed the current fee and deposit schedule adopted by Ordinance 16-2016; and,

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

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, 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 January 15, 2018 (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; and

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 hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared
unconstitutional or invalid.

Repeal. Existing ordinances or parts of ordinances covering the same matters 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 effective date of this ordinance.


(SEAL)

Votes Approving: ___
Votes Opposing: ___
Absent: ___
Abstained: ___

ATTEST:

Erin ORourke
Town Clerk Pro-Tem

TOWN OF GRAND LAKE

James C. Peterson
Mayor
TOWN OF GRAND LAKE
ORDINANCE NO. 24-2017

AN ORDINANCE ESTABLISHING A FEE AND DEPOSIT SCHEDULE
FOR THE TOWN OF GRAND LAKE

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

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

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

WHEREAS, the Board reviewed the current fee and deposit schedule adopted by Ordinance 16-2016; and,

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

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF
GRAND LAKE, COLORADO, 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 January 15, 2018 (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; and

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 hereby declares that it would have passed this
ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared

Page 1 of 2
unconstitutional or invalid.

Repeal. Existing ordinances or parts of ordinances covering the same matters 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 effective date of this ordinance.


(SEAL)

VOTES APPROVING:
VOTES OPPOSING:
ABSENT:
ABSTAINED:

ATTEST:

Erin O'Rourke
Town Clerk Pro-Tem

TOWN OF GRAND LAKE

Kathy Lewis
Mayor Pro-Tem
TO: Mayor Peterson and Town Trustees

From: Nathaniel Shull; Town Planner

Date: December 11, 2017

RE: Planner Update – Response by Surveyor to Citizen's Setback Concern

Mayor and Board of Trustees,

Staff has received a memorandum from Azimuth Survey Company as was requested to address a local citizen's concerns regarding a potential setback encroachment on property located at 800, 804 Park Ave. The memorandum is attached for your convenience.

If you have any questions regarding the memorandum, or issues pertaining to this matter, staff would be happy to answer.

Regards,

[Signature]

Nathaniel J. Shull

Town Planner
Azimuth Survey Company
P.O.Box 653 Fraser, CO 80442
970-531-1120 PH 800-725-2734 FAX
wward1224@comcast.net

Memo to: Nate Shull, Town of Grand Lake

Date: December 6, 2017

Re: Park Avenue Lofts, Setback question.

Mr. Shull,

I am the surveyor of record for two properties relevant to a certain condominium development known as "Park Avenue Lofts": A retracement survey for lots 5, 6, 7, and 8, Block 13, completed a few years ago, and lots 7 and 8, Block 13, which is now known as "Park Avenue Lofts".

As the surveyor for lots 5, 6, 7 and 8, Block 13, I have been utilizing my own, known data for the current project, and I have set and reset both the property corners and the building corners which are currently under construction.

At the beginning of the staking for the building for Park Avenue Lofts, I found the northeast and northwest corner pins – my own pins – intact and have utilized them for all building. I found the northwest corner of Lot 8, and all three corners along the south line of lots 7 and 8 to either have been plowed completely out, or compromised and disturbed by plows at some unknown time in the past.

On November 22, I received a call from a gentleman who was the owner of Lot 5 and 6, Block 13, who was looking for a surveyor to confirm a report that he had heard of the Park Avenue Lofts building was "encroaching within the setback by ½ a foot". The gentleman was obviously going down the phone book looking for quotes from surveyors. He said that he declined to name who told him this information. I told him that as the surveyor who set the building, and as the surveyor who retraced and set his own property, I would be very interested in doing the survey he requested. The gentleman did not hire me for this work.

The result of this call is that the claim of a setback violation was not made by a surveyor, whom would be required to make such a claim, and that the location of the setback is none of the gentleman’s business.

As part of the process of construction, it is my duty to re-set all corners torn out by construction, including corners which had been plowed completely or partially out of position. On November 30, 2017, I did reset the west corners of the construction site, and on the east side of the property, I observed a string line which was not straight, and was not exactly over either the northeast or southeast corner of Park Avenue Lofts. I confirmed during this survey that there is no setback encroachment of any amount, and that the stringline itself also showed no setback violation.

There is no setback encroachment of any amount regarding the Park Avenue Lofts.
Respectfully submitted,

Warren D. Ward, PLS, CO, OK
Azimuth Survey Company
PO Box 653
Fraser, CO 80442
Date: December 11, 2017

To: Mayor Peterson and Town Trustees

From: Jim White, Town Manager

RE: 2018 Sheriff’s Contract

PURPOSE

The purpose of this item is to verify revisions to the Sheriff’s contract between Grand County and the Town of Grand Lake for law enforcement services. Prior to the February 2016 update, the previous contract had been in place since approximately 2000 or 2001 and was outdated. It was reviewed by the Grand County attorney and the Town of Grand Lake attorney in February of 2016 and revised and approved by both Boards. Section 3 and Section 4 were written to allow continued coverage based on acceptance from both the Board of County Commissioners and the Town Board each year, based on provision of costs of services and acceptance of those costs of services.

STAFF COMMENTS/STAFF RECOMMENDATION

Staff originally offered recommendations to Grand County Brett Schroetlin in December 2015. Several reviews by the Grand Lake Town attorney and the Grand County attorney resulted in a revised contract document that both parties accepted. In the revised contract, the Town secured a replacement vehicle every two years rather than every four years. The contract cost remained the same in 2016, as it had for many years, with the understanding that an increase would be reflected in 2017. Attachment A reflects the revised costs for 2017. In 2017, annual costs increased from $121,800 to $133,980, the monthly payment of $10,150 increasing to $11,165. Additionally in 2017 we budgeted $45,000 for a replacement vehicle for the Sheriff’s Office.

For 2018, no change is represented in the contract amount, remaining at $133,980 No vehicle cost is represented in 2018. However dispatch charges increased from $16,553 to $19,695. Both Boards have prepared budgets for 2018 representing these amounts.

SUGGESTED MOTION

I move to approve the 2018 contract between the Town of Grand Lake and Grand County, Colorado through the Grand County Sheriff’s Department to provide law enforcement service to the Town of Grand Lake, Colorado.
CONTRACT

THIS CONTRACT revised this 11th day of December 2017, and effective January 11, 2018 by and between the Town of Grand Lake, a Colorado Municipal Corporation, party of the first part and hereinafter referred to as “Town,” and the BOARD OF COUNTY COMMISSIONERS, AND THE GRAND COUNTY SHERIFF OF GRAND COUNTY, COLORADO, party of the second part and herein referred to as “County,”

WITNESSETH:

WHEREAS, the Town and the County are both political subdivisions of the State of Colorado;

AND WHEREAS, the Constitution and Statutes of the State of Colorado, including but not limited to Part 2, Article 1, Title 29, Colorado Revised Statutes, as amended, authorizes political subdivisions to enter into contracts which may be of mutual benefit to both parties;

AND WHEREAS, both political subdivisions are authorized by law and desire to provide police services for the benefit of the residents and visitors of the Town;

AND WHEREAS, the Town desires to enter into an agreement under which police services will be furnished to the Town by and through the Grand County Sheriff’s Office and the Town will provide a satellite office at the Grand Lake Center at 301 Marina Drive

AND WHEREAS, the County is willing and able to furnish such police services to the Town;

AND WHEREAS, both parties desire to reduce governmental expenditures while at the same time furnishing adequate service to taxpayers;

AND WHEREAS, police services can best be provided at the lowest possible cost by reducing duplication of certain personnel and equipment;

AND WHEREAS, the elimination of duplicated personnel and equipment may necessitate frequent interchanging personnel and equipment to service the citizens within the County and within the municipal boundary of the Town;

AND WHEREAS, the Board of Trustees of the Town of Grand Lake, has authorized the execution of this Contract between the parties hereto;

AND WHEREAS, the Board of County Commissioners of Grand County, Colorado, has authorized the execution of this Contract between the parties hereto;
NOW THEREFORE, in consideration of the foregoing premises, and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. For and in consideration of compensation in an amount to be determined annually by mutual Agreement of the parties, the County of Grand, State of Colorado, through the Grand County Sheriff’s Office, shall provide unto the Town of Grand Lake the following:

   a. Annual, 24 hour, regular police service/patrlios of the Town of Grand Lake as allowed by call volume and staffing levels, including emergent and non-emergent response to public safety calls for service.

   b. Any investigative or specialized law enforcement services as deemed necessary on a case by case basis.

          Additional law enforcement staffing for special events; including but not limited to: July 4th Holiday, Parades, or other specific activities as arranged in advance between the Grand Lake Town Manager or his designee and the Sheriff or his designee.

   c. It is further agreed that the police services provided for herein include an occasional snowmobile patrol for the purposes of enforcing municipal snowmobile ordinances within the Town boundaries during the snowmobile season.

   d. The selection and maintenance of the vehicles which may be used from time to time to provide the services set forth in Paragraph 1 (a), (b), and (c) above. The vehicles shall be marked according to policy prescribed by the Grand County Sheriff.

   e. Insurance for the police vehicles that are titled to the County, as well as any expenses or charges for repair or replacement of vehicles to the extent such expenses or charges are not covered by such insurance.

2. The Town shall provide a new vehicle every two years to the County for use pursuant to this Contract;

   a. All vehicles currently titled to the Town shall remain titled to the Town. Any vehicle used by the County to provide services pursuant to this Contract shall be titled to the County, but the purchase price of said new vehicle shall be reimbursed by the Town every other year. Consequently, every two years, when a new vehicle is purchased for the County under this contract, the County shall return the most recently purchased (two years prior) vehicle to the Town. The County shall purchase new vehicles directly from the dealer selected by the County. The Town shall reimburse the County for the new vehicle purchased.

   b. Any vehicle purchased by the Town and titled to the County shall be titled back to the Town when it is returned to the Town or when this Contract expires, or is otherwise terminated.

   c. The Town shall furnish emergency lights, sirens, and mobile transceiver radios for the police vehicle, and this cost will be incorporated as part of the Town’s Budget. Equipment provided under this Section 2.c. shall be
the property of the Town, but shall be maintained by and at the expense of
the Grand County Sheriff’s Office.

3. On or before the 15th day of October of each year as long as this Contract is in full
force and effect, the Grand County Sheriff shall provide a proposed county budget
as Attachment A which shall show the relation of the Town of Grand Lake
contracted amount as it pertains to the overall Sheriff’s Office budget. The budget
shall include the following:

a. Wages/Salaries, Regular and Overtime
b. Employee Benefits/Insurance, Social Security, Health & Life Insurance,
   Workers’ Compensation, Unemployment Insurance, Uniform Allowance,
   Schools & Training, and Insurance & Bonds
c. Operating Office Expenses
d. Grand Lake Vehicle Expenses if applicable under section #2
e. Miscellaneous Expenses
f. Any Capital outlay for Town of Grand Lake reimbursed vehicles,
   emergency lights, sirens and/or mobile transceiver radios if applicable
   under section #2

The Sheriff’s budget shall also include a proposed monthly payment schedule to
the County. The budget amount shall be paid in twelve equal monthly payments.
The Town’s budget shall include any capital outlay required for the emergency
lights, sirens, mobile transceiver radios, and/or other equipment. Such capital
outlay will be budgeted by the Town every other year.

4. When approved by the Town and by the County, the Sheriff’s budget shall be the
amount to be paid by the Town to the County for the services provided for herein.
In the event the Town and the County fail to approve the budget on or before the
15th day of December in the year in which it is submitted, this Contract shall
terminate on December 31st of that year. When approved, each budget shall be
included herein by reference as if set forth fully within.

5. By approving this Contract and pursuant to the provisions of Section 2-12-3 of
the Grand Lake Town Code, the Town Board of Trustees hereby appoints the
Grand County Sheriff to be the commissioned Town Marshall of the Town, and
each Deputy Sheriffs assigned to provide police services within the Town are
hereby designated to be the commissioned police officers of the Town, with all
powers and authority granted by law and by Town ordinances to the Town
Marshall and police officers of the Town. The Grand County Sheriff and such
Deputy Sheriffs assigned to provide police services in the Town shall enforce the
municipal ordinances of the Town, as well as applicable state statutes, and shall
respond to citizens’ complaints. Anything herein to the contrary notwithstanding,
the Grand County Sheriff, and Deputy Sheriffs assigned to provide police services
in the Town, and any other personnel employed under the terms of this Contract
shall at all times be considered County Sheriff employees and not employees of
the Town, and they shall not be entitled to any Town employment benefit,
pension, civil service, unemployment compensation, or other status or right relating to Town employees. By entering into this Contract, the Town Board of Trustees recognizes the provisions of Section 2-12-3 (F) of the Town Code which provides for the Town Marshall to post a bond. The Board of Trustees hereby deems the requirement for a bond to be fully satisfied by the insurance coverage of the Town and Grand County and will require no further posting of a bond by the Grand County Sheriff or any of his deputies.

6. All personnel employed under the terms of this Contract shall wear the standard uniform as prescribed by the Grand County Sheriff, unless engaged in investigative or administrative functions.

7. The Grand County Sheriff shall be responsible for the supervision and operation of the Town Police services. All direction by the Town Board and/or Town employees shall be made to the Sheriff or his designee and not to the patrol deputy. This does not exclude a Town employee from alerting a deputy of circumstances that exist or incidents that are occurring which would be of a nature deemed unreasonable to wait until the Sheriff or his designee are available.

8. Any and all additional materials required for the operation of the Town’s police services, which are not part of this Contract, shall be brought to the attention of the Town’s Board of Trustees by the Grand County Sheriff. The Town’s Board of Trustees or its designee shall retain the right to grant or deny authorization for any additional purchases.

9. All police equipment which, from time to time, may be used both within the Town and the County, shall be insured to cover such activities by the owning agency.

10. All police equipment paid for or leased by the Town shall at all times be considered Town property subject to the control of the Town in the event of termination of this Contract.

11. The Grand County Sheriff, or his designee, shall provide written reports of police activities within the Town to the Town’s Board of Trustees, which reports shall be furnished on a periodic basis as requested by the Board of Trustees, but no more frequently than quarterly. The Sheriff shall also provide additional information, upon request by the Board of Trustees.

12. The Grand County Sheriff or his designee will make necessary and timely notifications to the Grand Lake Town Manager of any significant incident that occurs within the town limits or has a direct impact to the town.

13. All records relating to criminal complaints, arrests, etc., and any other records necessary to conduct law enforcement activities shall be maintained by the Grand County Sheriff’s Office.
14. In addition to the termination provisions in Paragraph 4 above, this Contract may be terminated by either of the parties hereto upon ninety (90) days written notice prior to the designated termination date.

15. This Contract supersedes all other contracts between parties.

16. Any other provision of this agreement not withstanding, the financial obligations of the Town under this agreement shall be subject to annual appropriation.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first written above.

BOARD OF COUNTY COMMISSIONERS
OF GRAND COUNTY

BY: __________________________
  Kristen Manguso, Chair

TOWN OF GRAND LAKE

BY: __________________________
  Jim Peterson, Mayor

ATTEST:

______________________________
Sara L. Rosene, Clerk and Recorder

APPROVED
GRAND COUNTY SHERIFF

BY: __________________________
  Brett Schroetlin

ATTEST:

______________________________
Erin ORourke
Town Clerk Pro Tem
Grand Lake Law Enforcement Budget for 2018
Attachment A

To the Contract between the Town of Grand Lake, CO, Grand County, and the Grand County Sheriff

Historically, Attachment A to the Grand Lake, CO contract with Grand County and the Grand County Sheriff has reflected a relation to wages, benefits, operating and vehicle cost for law enforcement to the Town. The figures below reflect the costs agreed upon for 2018 and approved in the respective Town of Grand Lake and Grand County budgets for 2018:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Law Enforcement Contract for Wages and Operating Costs</td>
<td>$133,980</td>
</tr>
<tr>
<td>Monthly Payment</td>
<td>$ 11,165</td>
</tr>
<tr>
<td>Dispatch Operations</td>
<td>$ 19,695</td>
</tr>
</tbody>
</table>

N.B. No vehicle purchase is included in the 2018 budgets

__________________________
Brett Schroetlin, Grand County Sheriff

__________________________
Jim White, Grand Lake Town Manager
Date: December 11, 2017

To: Mayor Peterson and Town Trustees
From: Jim White, Town Manager

RE: Consideration to update and replace any previous Agreements for Marketing Services and Visitors’ Center Services between the Town of Grand Lake and Grand Lake Area Chamber of Commerce.

PURPOSE
To provide a review of the Marketing and Visitors Center Services Agreements between the Town of Grand Lake and the Grand Lake Area Chamber of Commerce for 2018.

BACKGROUND INFORMATION
The revised versions of the proposed 2018 Marketing and Visitors’ Center Services Agreements were provided to the Chamber of Commerce with limited revisions, namely changing the dates from 2017 to 2018. The current proposal is included herein for your review.

The Agreements have been reviewed by the Chamber and by the Town Attorney.

The 2018 Marketing Services and Visitors’ Center Services Agreements will replace the 2017 Marketing and Visitors’ Center Services Agreements. Historically, i.e., since the inception of these agreements, they have been reviewed at the end of the preceding year for consideration in the ensuing year.

STAFF COMMENTS
Only relatively minor changes were addressed, including: updating dates and changing the Board liaison role to state that it would rotate among various Trustees, rather than have one liaison.

STAFF RECOMMENDATION
Staff recommends that the Town Board discuss the Agreements, modify the Agreements if deemed necessary, and move to approve the documents for 2018.

SUGGESTED MOTION
I move to approve the Agreements for Marketing Services and Visitors Center Services between the Town of Grand Lake and Grand Lake Area Chamber of Commerce for fiscal year 2018. Furthermore, I move to authorize Mayor Peterson to sign the Agreements after the Chamber of Commerce representatives sign the Agreements.
CHamber Agreements

PART ONE/Agreement FOR MARKETING SERVICES

THIS AGREEMENT, dated this 11th day of December, 2017 is by and between the Town of Grand Lake, Colorado, a Colorado municipal corporation (Town) and the Grand Lake Area Chamber of Commerce, Inc., a Colorado nonprofit corporation (Chamber) for marketing services to promote tourism and in connection with the operation of a Visitors’ Center.

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

1) Benefits to the Community. The economy of the inhabitants and businesses of the Town relies substantially upon income from tourism and the promotion of tourism accrues to the general welfare of the community as a whole.

2) Chamber Authority. The Chamber was incorporated in 1946 for the purpose of promoting business and is a tax exempt organization under Section 501(c) (6) of the Internal Revenue Code of 1986 in addition to holding trademarks or trade names such as “Snowmobile Capital of Colorado” and “Greet Lakes of Colorado”.

3) Town Authority.
   a) The Town is authorized by statute to advertise and promote tourism.

   b) The Town is authorized to enter into contracts for the provision of municipal services pursuant to statute and the Colorado Constitution.

   c) The Town has the authority to collect Business License Fees and Peddlers, Solicitors and Transient Merchant Fees and may spend a portion of that revenue for community marketing purposes.

   d) The Town has the authority to collect Nightly Rental License Fees and may spend a portion of that revenue for community marketing purposes.

 AGREEMENT FOR MARKETING/ VISITORS’ CENTER SERVICES  

Page 1 of 13
4) **Town and Chamber Relationship.**
   a) In the past, the Town has, from time to time, provided limited funding of certain activities of the Chamber.

   b) The Town has chosen to continue to assess Business License Fees and Peddlers, Solicitors and Transient Merchant Fees and has determined that it is reasonable to allocate **$28,000** from such fees collected to fund certain marketing efforts of the Town and the Chamber as described below.

   c) The parties deem these fees necessary and desirable so that the agreed upon functions are carried out with the support of the business community.

5) **Term.** This agreement shall commence on January 1, 2018 and shall remain in effect for a period of one year, expiring on December 31, 2018.

6) **Obligations of the Town.**
   a) The Town agrees to rotate a member of the Town Board of Trustees to serve alternately as liaison to the Board of Directors of the Chamber.

   b) The Town agrees to remit to the Chamber on a quarterly basis 25% of the annual allocation designated to the Chamber by the Town for fiscal year 2018 related to License Fees, Peddlers, Solicitors and Transient Merchants Fees collected by the Town, as specified in this Section 6. This money will be remitted by the Town after receiving a quarterly report from the Chamber provided the Town finds the report to be satisfactory in form, content, and results.

   c) The Town agrees to review this Agreement with the Chamber annually during the month of November, or no later than December 15th.

   d) The Town agrees to provide timely review and comment on documents submitted by the Chamber as required by this Agreement.

7) **Obligations of the Chamber.**
   a) The Chamber agrees to adhere to the provisions of Town Code, Chapter 6, Article 4, and to all subsequent modifications and amendments thereof (see attachment).

   b) The Chamber agrees to use all funding remitted by the Town to the Chamber to fund generic advertising, to promote existing events, to provide seed money for new events, and to market Grand Lake. Unless explicitly designated in writing, Town funding shall not be used for salaries, or any other expenses pertaining to the operation of the Visitors' Center or the Chamber.
c) The Chamber agrees that any costs or expenses exceeding the funding allocated by the Town in these agreements that relate in any manner to the operation of the Visitors’ Center or performance of these Agreements shall be borne solely by the Chamber.

d) The Chamber agrees that any additional or future funding by the Town shall be subject to annual appropriation, to be made at the sole discretion of the Town.

e) The Chamber agrees to prepare a proposed **2018 Marketing Plan** and proposed marketing budget, subject to review and approval by the Town Board, to be effective **January 1, 2018**.

f) The Chamber agrees to carry out the 2017 Marketing Plan and diligently and faithfully perform in accordance with the terms thereof.

g) The Chamber agrees to comply with all provisions of the Service Agreement between the Town and the Chamber for Visitors’ Center Operations as set forth in Part Two.

h) The Chamber agrees to comply with all provisions of the Lease Agreement between the Town and the Chamber for the Visitors’ Center.

i) The Chamber agrees to operate and maintain a website with current information.

j) The Chamber agrees to annually publish and distribute a Visitors’ Guide/Vacation Planner.

k) The Chamber agrees to review this Agreement with the Town annually during the month of November, or no later than December 15th.

l) In January, April, July, and October, 2018, the Chamber agrees to submit and present quarterly reports for review and comment by the Town Board of Trustees. At a minimum, said quarterly reports shall include the following:

   i) Financial report(s) to address how Town funding has been expended on marketing services over the previous quarter and year-to-date.
   ii) Marketing report(s) to describe completed, ongoing, and upcoming marketing efforts.
   iii) Statistics on various other marketing efforts, including but not limited to Facebook activity and website activity.
m) **On or before November 30, 2017,** the Chamber agrees to submit to the Town Board of Trustees the following information for its review:

i) A list of the current Chamber officers.
ii) A copy of the current corporate filing with the Secretary of State showing the non-profit and good standing status of the corporation.
iii) A copy of the current insurance certificate.
v) The proposed 2018 Chamber budget, including the marketing budget.

n) Unless specifically indicated otherwise, in writing, all obligations of the Chamber shall be performed at the expense of and paid for by the Chamber.
PART TWO/AGREEMENT FOR VISITORS’ CENTER SERVICES

THIS AGREEMENT, dated this 11th day of December, 2017 is by and between the Town of Grand Lake, Colorado, a Colorado municipal corporation (Town) and the Grand Lake Area Chamber of Commerce, Inc., a Colorado nonprofit corporation (Chamber) to operate the Grand Lake Visitors’ Center:

1) Town and Chamber Relationship.
   a) The Chamber has successfully operated the Visitors’ Center for the past several years under a Service Agreement similar to this Agreement.
   b) The parties deem these fees necessary and desirable so that the agreed upon functions are carried out with support of the business community.

2) Visitors’ Center Operations.
   a) It is essential to the success of the promotion of tourism that there is a fully functional Visitors’ Center available to visitors.
   b) It is in the best interests of the Town and the Chamber to again contract to operate the Visitors’ Center according to the terms and conditions below.

3) Term. This agreement shall commence on January 1, 2018 and shall remain in effect through the end of the existing lease, which expires on November 30, 2018. It is recommended that the Lease Agreement be reviewed by June 30, 2018 in consideration of extension through December of 2018 and consideration of renewal.

4) Obligations of the Town.
   a) The Town agrees to provide the Visitors’ Center to the Chamber as outlined in the Lease Agreement dated November 28, 2011 as authorized by Ordinance 22-2011, to be operated as both a Visitors’ Center and as Chamber offices (see attachments).
   b) The Town agrees to plow the Visitors’ Center parking lots as part of its routine snow removal. Major arterials will always be a priority over this parking lot. At the Town’s discretion, some snow may need to be kept on site, and will likely be stored at the lower parking lot. At no time will the Town hand shovel any snow at the Visitors’ Center.
c) The Town agrees to allow the Chamber to utilize the Town’s dumpster located on the site of the Public Works Shop to dispose of trash generated at the Visitors’ Center and Chamber Office. Furthermore, the Town agrees to empty the outside trash containers as part of its regular schedule, with the understanding that the overall upkeep of the site is a Chamber responsibility and that from time to time, other Town responsibilities may take precedence over this function, leaving the duties of trash removal instead to Chamber staff and volunteers. If the Town determines that trash from the Chamber becomes an unfavorable situation, due to quantity, handling or otherwise, the Town may require the Chamber to provide trash disposal at the Chamber’s expense.

d) The Town agrees to share in the costs of operating the Visitors’ Center. For the budget year 2018, the Town agrees to pay $32,732 from undesignated General Fund revenues towards this goal. This money will be remitted quarterly by the Town after receiving a quarterly report from the Chamber provided the Town finds the report to be satisfactory as to form, content, and results.

e) The Town will allocate $30,000 in 2018 from its Nightly Rental License fees to be used by the Chamber for Visitors’ Center services, primarily for the equivalent of a full-time position.

f) The Town agrees to allow the use of accumulated maintenance contingency funds towards improvements to the basement of the Visitors’ Center. The Town and the Chamber will coordinate and agree on schedule, scope and budget of the work prior to starting any improvements.

5) **Obligations of the Chamber.**

a) The Chamber agrees to operate and staff the Visitors’ Center at least seven (7) days per week, and six (6) hours per day, during the Town’s busy season, herein defined as the day that Trail Ridge Road officially opens, until the day that Trail Ridge Road officially closes. At a minimum, these busy season hours shall be begin Memorial Day weekend and run through Labor Day weekend, regardless of when Trail Ridge Road officially opens and closes. The Chamber agrees to be responsive to visitor needs regardless of the status of Trail Ridge Road.

b) The Chamber agrees to operate and staff the Visitors’ Center at least four (4) days per week, and four (4) hours per day, when Trail Ridge Road is closed for the season or as otherwise defined above, and also to staff the Visitors’ Center during special events or when the Town is otherwise busy, such as during the Thanksgiving and Christmas holiday seasons. Specifically, the Visitors’ Center shall be open the week of Thanksgiving, every day except Thanksgiving Day, Monday through Wednesday prior to Thanksgiving Day, and Friday through Sunday following Thanksgiving Day. The week
before Christmas, the Visitors’ Center shall be open every day except Christmas Day, December 19 – 24. The Visitors’ Center shall re-open on the day following Christmas, and operate daily through New Year’s Eve Day, December 26 - December 31. The Visitors’ Center will not be required to be open on Christmas Day and New Year’s Day.

c) The Chamber agrees to staff the visitor kiosk located in the Town Square Park during special events being held downtown (Winter Carnival, Memorial Day Parade, etc.). If, in the Chamber’s opinion, staffing the kiosk is a higher priority than staffing the Visitors’ Center during one of these events, staffing of the kiosk shall constitute a day that the Visitors’ Center was open, as required in sections 5(a) and 5(b) above.

d) The Chamber agrees to provide training for all staff and volunteers that work at the Visitors’ Center, to ensure a knowledgeable and pleasant Visitors’ Center workforce.

e) The Chamber agrees to track Visitors’ Center activity, including walk-ins, phone and e-mail inquiries.

f) The Chamber agrees to honor the lease of the Visitors’ Center from the Town.

g) The Chamber agrees to always keep the Visitors’ Center and surrounding site orderly and clean and in excellent condition as required by the Lease Agreement. Specifically, all trash and debris shall be policed, blemishes on/in the building shall be addressed promptly and appropriate preventative maintenance, minor repairs, carpet cleaning and other routine maintenance activities will be undertaken.

h) The Chamber agrees to maintain all landscaping in a manner that always reflects a positive image of the Town, with weeds pulled or sprayed, plants and flowers watered, etc.

i) The Chamber agrees to take on the duties of trash removal utilizing Chamber staff and volunteers when, from time to time, other Town responsibilities take precedence over this function and keep the Town from removing trash as described in 4(c) above.

j) The Chamber agrees to provide trash disposal at the Chamber’s expense when, at the discretion of the Town, the trash removal responsibilities described in 4(c) above become an unfavorable situation, due to quantity, handling or otherwise.

k) The Chamber agrees to shovel any and all snow not removed by the Town when plowing as described in 4(b) above.
l) The Chamber agrees to review this Agreement with the Town annually during the month of November, or no later than December 15th.

m) The Chamber agrees to use the undesignated General Fund revenues remitted by the Town to the Chamber to fund Visitors’ Center services. When remitted fees for Visitors’ Center services remain unspent at year’s end, the Chamber may reallocate those unspent funds toward marketing expenses.

n) The Chamber agrees that any costs or expenses exceeding the funding described above that relate in any manner to the operation of the Visitors’ Center or the Chamber’s performance of its obligation under this Agreement shall be borne solely by the Chamber.

o) The Chamber agrees that any additional or future funding by the Town shall be subject to annual appropriation, to be made at the sole discretion of the Town.

p) The Chamber agrees to provide crisis communication services to visitors and the community at the Visitors’ Center in special circumstances such as fire, severe weather events, accidents, etc. These services may include, but are not limited to: coordinating with the Town, emergency services agencies and organizations and other agencies and organizations regarding uniform communication with the public; answering inquiries regarding the special circumstance; allowing the posting of maps, flyers and other relevant information in and near the Visitors’ Center; posting of information, photos, etc. on the Chamber website and social media outlets; and, dissemination of any other relevant information in any number of ways to assist in getting important information out to those who need it.

q) In January, April, July, and October, 2018, the Chamber agrees to submit and present quarterly reports for review and comment by the Town Board of Trustees. At a minimum, said quarterly reports shall include the following:

   i) Financial report(s) to address how undesignated Nightly Rental License and General Fund monies have been expended on Visitors’ Center services over the previous quarter and year-to-date.
   ii) A report of statistics of Visitors’ Center activity described in 5(f) above. Data by month for the current year and multiple prior years will be included for comparison of seasonal and annual trends.
   iii) The effective date and the days/hours of operation for the busy season, as soon as the information is known, but no later than the effective date.
   iv) The effective date and the days/hours of operation for the Trail-Ridge-Road-is-closed season, as soon as the information is known, but no later than the effective date.
r) Unless specifically indicated otherwise, in writing, all obligations of the Chamber shall be performed at the expense of and paid by the Chamber.

6) Default by the Chamber/ Remedies.

a) If the Chamber defaults in the performance of any of its obligations under this Agreement, the Town may give written notice of such default to the Chamber. If the default is not cured within ten (10) days after such written notice is given, the Town may elect to terminate this Agreement by giving written notice of such termination to the Chamber. If such notice of termination is given, this Agreement shall terminate on the date fixed in such notice as completely as if that were the date herein definitely fixed for expiration of the term of this Agreement. The Chamber shall then surrender the Leased Property to the Town. When returned to the Town, the Leased Property shall be in the same or better condition as it existed at the time the Chamber took possession of it, except for ordinary wear and tear.

b) No remedy conferred upon or reserved to the Town shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy giver hereunder or now or hereafter existing at law or in equity.

7) Default by the Town/Remedies

a) If the Town defaults in the performance of any of its obligations under this Agreement, the Chamber may give written notice of such default to the Town. If the default is not cured within ten (10) days after such written notice is given, the Chamber may elect to terminate this Agreement by giving written notice of such termination to the Town. If such notice of termination is given, this Agreement shall terminate on the date fixed in such notice as completely as if that were the date herein definitely fixed for expiration of the term of this Agreement. The Chamber shall then surrender the leased property to the Town. When returned to the Town, the Leased Property shall be in the same or better condition as it existed at the time the Chamber took possession of it, except for ordinary wear and tear.

b) The remedies available to the Chamber in the event of a default by the Town shall be limited to termination as described in subsection a) above, or an action for specific performance, but under no circumstances shall the Chamber’s remedies include a claim against the Town for damages.

8) Future Appropriations. Nothing in these Agreements shall be construed as an obligation by the Town to provide an appropriation or approve a budget for the Chamber beyond the term hereof and in any event for no period greater than one year.
9) Compliance with Laws. In performing these Agreements, the Chamber shall comply with all applicable federal, state, county, municipal, local and other laws and regulations. In the event any law or regulation conflicts with the provisions of this Agreement, the stricter requirement shall control. The Chamber shall promptly notify the Town of any complaint, citation, order, or other notice of non-compliance or alleged non-compliance with any law regarding these Agreements or which might affect the Town in any manner.

10) Review Requirements. By accepting the funds and assistance from the Town as provided herein, and entering into these Agreements, the Chamber agrees to make arrangements to conduct an audit of all monies received and expended in the 2017 fiscal year, prepared by an independent certified public accountant, independent registered accountant, or independent partnership of certified public accountants or registered accountants licensed to practice in the State of Colorado, and acceptable to the Town. For clarification, by “independent” it is intended that this firm is retained by the Chamber for the sole purpose of conducting an audit, and that the Chamber shall have no other dealings with such auditor during the year.

11) Termination. Either party may terminate these Agreements with or without cause at any time upon thirty (30) days written notice to the other party. Upon termination, the Town shall have no further obligation to provide funding to the Chamber, beyond the amounts budgeted by the Town as of the date of termination. Any such termination shall not relieve the Chamber of its obligations to fully account for all funds received by the Chamber from the Town through the date of termination, nor the obligation of the Chamber to provide all reports and information required by this agreement through the date of termination. Such accounting, reports, and information shall be provided to the Town within thirty (30) days of termination.

12) Notice. Except as otherwise expressly provided herein, all notices required or permitted under Section 8 and Section 9 of these Agreements shall be in writing and shall be delivered in person or sent by United States Postal Service certified mail, return receipt requested. If sent by mail, a notice shall be deemed to have been properly given when deposited in any post office, branch post office, or mail depository regularly maintained by the United States Postal Service and sent by certified mail, return receipt requested, with postage thereon pre-paid, addressed as follows:

Town of Grand Lake
Attn: Town Manager
P.O. Box 99
Grand Lake, CO 80447-0099

Grand Lake Area Chamber of Commerce, Inc.
Attn: President
13) **Non-Waiver.** Any indulgence granted by the Town to the Chamber as to the performance of any portion of these Agreements and any waiver by the Town given to the Chamber as to the performance or non-performance or the timing of any performance or non-performance of any part of these Agreements shall not be deemed or considered to be an indulgence or waiver of any other part of this Agreement or of any subsequent non-performance by the Chamber.

14) **No Assignment.** These Agreements may not be assigned by the Chamber without the written consent of the Town.

15) **Agreement, Amendment.** These written Agreements constitute a portion of the agreement between the parties. The entire agreement also includes Visitors’ Lease Agreement (for the Visitors’ Center property). All prior agreements except those mentioned above, negotiations or discussions are hereby superseded and merged herein. These Agreements shall not be amended except in writing, signed by both of the parties.

16) **Severability.** In the event any provision of these Agreements shall be deemed to be invalid or unenforceable for any reason, such provision shall be severed from the remainder of these Agreements and shall not render the entire Agreement(s) void or unenforceable.

17) **Applicable Law.** In the event a dispute should arise as to the terms and provisions of these Agreements, these Agreements shall be interpreted and enforced pursuant to the law of the State of Colorado.

18) **Binding Effect.** These Agreements shall be binding on the parties hereto, their heirs, successors and assigns.

19) **Consultation with Counsel.** By affixing their signatures hereto, the parties hereby acknowledge that they understand their right to consult with an attorney before entering into this agreement and they further affirm that they have consulted with an attorney to the extent they wish to do so.

20) **Limitation of Liability, Indemnification.**
    a) The Town shall undertake and be under no obligation other than those expressly provided for herein and shall make no financial commitment to the Chamber other than the expressly approved budget, as modified from time to time.
b) The Chamber shall make no undertaking or obligation which would purport to obligate the Town without the express prior approval of the Town.

c) At its sole cost, Chamber agrees to purchase and maintain in effect through the term of these Agreements, insurance that will protect the Town and Chamber from claims which may arise out of, result from or be related to the Chamber's performance of the work outlined in these Agreements, whether such performance be by the Chamber or by someone directly or indirectly retained or employed by Chamber or by anyone for whose acts, errors, or omissions any of them may be liable. A copy of all policies or signed certificates of insurance shall be on file with the Town at all times, shall be appropriately endorsed to name the Town as additional insured, give the Town a minimum of thirty (30) days notice of cancellation or intention of non-renewal or restriction of coverage, and shall be statutory in conformance with the laws of the State of Colorado. Such insurances required herein shall be written for limits as follows:

**Commercial General Liability**
- Bodily Injury and Property Damage
  - $1,000,000 each occurrence
  - $2,000,000 aggregate
- Personal Injury
  - $1,000,000 each occurrence
  - $2,000,000 aggregate

**Workers' Compensation and Employers' Liability**
- Workers' Compensation
  - Statutory levels
- Employer's Liability
  - $1,000,000 each accident
  - $1,000,000 disease – each employee
  - $1,000,000 disease – policy limit

d) In the event the Colorado Governmental Immunity Act is amended, the Chamber shall be required to provide increased coverage so that the total amount of insurance is not less than the limit of liability under the Act as amended, plus $100,000.

e) Furthermore, the Chamber shall indemnify and hold the Town harmless against any and all claims resulting or arising from or connected in any manner with the actions of the Chamber, its directors, employees, or other agents. Such indemnification shall include, but not be limited to, all costs, attorney fees and liabilities incurred in connection
with such claim. If a claim or action is brought, the Chamber shall, on notice from the Town, resist or defend such action or proceeding by counsel, approved by the Town, which shall not be unreasonably withheld.

21) Governmental Immunity Act. By entering into this Agreement, the Town does not waive and does not intend to waive any of the rights and protections provided to the Town under the Colorado Governmental Immunity Act, Sections 21-10-101, et seq., Colorado Revised Statutes.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their signatures, effective the date first above mentioned.

GRAND LAKE AREA CHAMBER OF COMMERCE, INC.

By: [Signature]
Hayden Burke, President

ATTEST:

By: [Signature]
Jim Kroepfl, Treasurer

TOWN OF GRAND LAKE

By: [Signature]
James C. Peterson, Mayor

ATTEST:

By: [Signature]
Erin O'Rourke, Town Clerk Pro Tem

AGREEMENT FOR MARKETING/VISITORS' CENTER SERVICES
2017 Chamber Officers as of January 1

Hayden Burke
Bob King
Jackie Tompkins
Jim Kroepfl
JT Piribek

*Officer Positions to be Appointed at January 2018 Meeting
2018 Chamber Officers

Hayden Burke
Bob King
Traci Wolverton
Adriane Hauck
Jim Kroepfl
JT Piribek

*Officer Positions to be Appointed at January 2018 Meeting
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
LEID FINANCIAL GROUP INC/PHS
342560 P: (866) 467-8730 F: (888) 443-6112
PO BOX 33015
SAN ANTONIO TX 78265

ASSURED
GRAND LAKE CHAMBER OF COMMERCE
PO BOX 429
GRAND LAKE CO 80447

COVERAGES

<table>
<thead>
<tr>
<th>INSURANCE TYPE</th>
<th>ADDED INSURANCE</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE occur</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

A X General Liab

EXCESS LIABILITY

<table>
<thead>
<tr>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

UMBER LIAB

EXCESS LIAB

<table>
<thead>
<tr>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

OTHER:

GEVIL AGGREGATE LIMIT APPLIES PER

POLICY PRO-JET LOC

COMBINED SINGLE LIMIT (EA occurrence)

BODILY INJURY (Per person)

BODILY INJURY (Per accident)

PROPERTY DAMAGE (Per accident)

PER STATUTE OTHER

E.L. EACH ACCIDENT

E.L. DISEASE- EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER
Grand Lake Chamber Of Commerce
14700 US 34
GRAND LAKE, CO, 80447

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
IMPORTANT NOTICE TO OUR POLICYHOLDERS

THANK YOU FOR RENEWING YOUR POLICY WITH THE HARTFORD. WITH THIS NOTICE WE ARE PROVIDING YOU ONLY WITH THE DECLARATIONS PAGE, WHICH OUTLINES YOUR COVERAGES, AND WITH THOSE POLICY FORMS, NOTICES, AND BROCHURES WHICH ARE DIFFERENT FROM THOSE WHICH WE PROVIDED WITH YOUR PREVIOUS POLICY. YOU SHOULD RETAIN ALL OF THESE DOCUMENTS AND THOSE PROVIDED WITH YOUR PREVIOUS POLICY INDEFINITELY SO THAT YOU WILL HAVE A COMPLETE SET OF POLICY FORMS AT ALL TIMES FOR YOUR REFERENCE.

IF YOU HAVE QUESTIONS, OR IF AT ANY TIME YOU NEED COPIES OF ANY OF THE FORMS LISTED ON YOUR POLICY, PLEASE CALL YOUR HARTFORD AGENT OR BROKER, OR THE OFFICE OF THE HARTFORD IDENTIFIED ON YOUR POLICY, AS APPROPRIATE.
GRAND LAKE CHAMBER OF COMMERCE

PO BOX 429
GRAND LAKE CO 80447

Policy Number: 34 SBA PD4111
Renewal Date: 10/28/17

Thank you for being a loyal customer of The Hartford.

# 1: Your Hartford Policy
Enclosed are renewal documents for your policy, which is scheduled to renew on 10/28/17. Along with a new Declarations Page, which details the coverages provided by your policy, we are enclosing important policy documents. Please be aware that you will receive an invoice separately for this new policy term approximately 30 days prior to the renewal date; no action is required now.

To ensure the premium you paid for this past policy term was accurate, we may contact you by letter, phone or email to conduct a premium audit. If contacted, we will advise what information is needed to complete the audit.

# 2: Your Business Insurance Coverage Checkup
Now is a great time to complete a business insurance coverage checkup with a Hartford Insurance Professional. Because you wear so many hats each day, you may not be thinking about how changes to your business can impact the type and amount of insurance coverage needed to protect it.

Together we will evaluate how your needs may have changed over the past year. Examples include:
- Has your mailing address and/or the physical location of your business changed?
- Has there been any increase/decrease in the amount of business property/equipment you own?
- Has there been any increase/decrease in your company's payroll or sales?
- Have you added or eliminated any vehicles used in your business operations?
- Are the billing and deductible on your policy right for your business?

During the review we may make coverage recommendations, provide peace of mind solutions, and possibly reduce your costs. Here is all you need to do:
- Call toll free (866) 467-8730, and select our renewal review service option any weekday from 7 A.M. to 7 P.M. CST and request your business insurance check-up.
- To best serve you, please have your Policy Number or Account Number and a Copy of your current Renewal Policy in hand when you call.

# 3: Servicing Your Needs
To login or register for our Online Business Service Center, go to www.thehartford.com/servicecenter where any time, day or night you can:
- Pay your bill, view payment history and enroll in Auto Pay
- Request Auto ID Cards and Certificates of Insurance
- View electronic copies of billing and policy documents and sign up for paperless delivery

# 4: If You've Had A Loss or Accident... Report It Immediately
We want to help! Contact us as quickly as possible at 1-800-327-3636.
- Representatives are available 24-7 to assist in helping you recover from your loss.

On behalf of LEID FINANCIAL GROUP INC/PHS and The Hartford, we appreciate the opportunity to have been of service to you this past year and look forward to serving your business insurance needs for the upcoming year.

Sincerely,
Your Hartford Team
IMPORTANT NOTICE TO POLICYHOLDERS
THE HARTFORD CYBER CENTER WEBSITE ACCESS

Thank you for choosing The Hartford for your business insurance needs.

You are receiving this Notice because you purchased a business owner's policy from The Hartford, (your Policy was issued by The Hartford writing company identified on your policy Declarations page) which includes access to The Hartford Cyber Center. This portal was created because we recognize that businesses face a variety of cyber-related exposures and need help managing the related risks. These exposures include data breaches, computer virus attacks and cyber extortion threats.

Through The Hartford Cyber Center, you have access to:
- A panel of third party incident response service providers
- Third party cybersecurity pre-incident service providers and a list of approved services to help protect your business before a cyber-threat occurs
- Risk management tools, including self-assessments, best practice guides, templates, sample incident response plans, and data breach cost calculators.
- White papers, blogs and webinars from leading privacy and security practitioners
- Up-to-date cyber-related news and events, including examples of privacy and security related events

Accessing The Hartford Cyber Center is easy
1. Visit www.thehartford.com/cybercenter
2. Enter policyholder information
3. Access code: 952389
4. Login to The Hartford Cyber Center

This Notice does not amend or otherwise affect the provisions of your business owner's policy.

Coverage Options:
The Hartford offers a variety of endorsements to your business owner’s policy that can help protect your business from a broad range of cyber-related threats. Please review your coverage with your insurance agent or broker to determine the most appropriate cyber coverages and limits for your business.

Claims Reporting:
If you have a claim, you can report it by calling The Hartford's toll-free claims line at 1-800-327-3638.

Should you have any questions, please contact your insurance agent, broker or you may contact us directly.

We appreciate your business and look forward to being of continued service to you.

Please be aware that:
- The Hartford Cyber Center is a proprietary web portal exclusively provided to customers of The Hartford. Please do not share the access code with anyone outside your organization.
- Registration is required to access the Cyber Center. You may register as many users as necessary.
- Contacting a service provider about any issue does not constitute providing The Hartford notice of a claim as required under your insurance policy. Read your insurance policy and discuss any questions with your agent or broker.

The Hartford Cyber Center provides third party service provider references and materials for educational purposes only. The Hartford does not specifically endorse any such service provider within The Hartford Cyber Center and hereby disclaims all liability with respect to use of or reliance on such service providers. All service providers are independent contractors and not agents of The Hartford. The Hartford does not warrant the performance of the service providers, even if such services are covered under your Business Owners Policy. We strongly encourage you to conduct your own assessments of the service providers’ services and the fitness or adequacy of such services for your particular needs.
Insurance Policy Billing Information

Thank you for selecting The Hartford for your business insurance needs.

Shortly, you will receive your first bill from us. You are receiving this Notice so you know what to expect as a valued customer of The Hartford. Should you have any questions after reviewing this information, please contact us at 866-467-8730, and we will be happy to assist you.

- Your total policy premium will appear on your policy’s Declarations Page. You will be billed based on the payment plan you selected.

- You may pay the “minimum due” as it appears on your insurance bill or pay the policy balance in full.

- An installment service fee is added to each installment. A late fee will also be applied if the “minimum due” is not received by the due date shown on your bill. Service and late payment fees do not apply in all states.

- If you selected installment billing, any credit or additional premium due as the result of a change made to your policy, will be spread over the remaining billing installments. Additional premium due as a result of an audit will be billed in full on your next bill date following the completion of the audit.

- If you elected Electronic Funds Transfer (EFT), policy changes may result in changes to the amount automatically withdrawn from your bank account. The invoice you receive following a policy change will include future withdrawal amounts. If you need to adjust or stop your next scheduled EFT withdrawal, please contact us at least 3 days prior to the scheduled withdrawal date at the telephone number shown below.

- If you selected installment billing and pay the premiums for your first policy term on time, at renewal, your account may qualify for our “Equal Installment” feature. This means that the percentage due for each installment, including the initial renewal installment, will be the same throughout the policy term – helping you better manage cash flow. Equal installments will continue as long as you pay your premiums on time and no cancellation notices are issued for any policy on your account. If you no longer qualify for Equal Installments, future renewals will be billed based on the payment plan you selected, which includes a higher initial installment amount.

- If your policy is eligible for renewal, your bill for the upcoming policy term will be sent to you approximately 30 days prior to your policy’s renewal date. If your insurance needs change, please contact us at least 60 days prior to your renewal date so we can properly address any adjustments needed.

- One bill convenience -- you have the option of combining all eligible Hartford policies on one single bill allowing you to make one payment for all policies on your account as payments are due.

You’re In Control

In addition to selecting a bill plan option that best meets your budget, you have the flexibility to decide how your payments are made ...

- Repetitive EFT: Sign up for Repetitive EFT payments and have payments automatically withdrawn from your bank account. This option saves you money by reducing the amount of the installment service fee.

- Pay Online: Register at www.thehartford.com/servicecenter. Online Bill Pay is Quick, Easy and Secure!

- Pay by Check: Send a check with your remittance stub in the envelope provided with your bill.

- Pay by Phone: Call toll-free 1-866-467-8730.

Should you have any questions about your bill, please call Customer Service toll-free number: 1-866-467-8730 - 7AM – 7PM CST. We look forward to being of service to you.
Spectrum®

Business Owner's Policy
DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

SCHEDULE

| Terrorism Premium: | $98.00 |

A. Disclosure Of Premium

In accordance with the federal Terrorism Risk Insurance Act, as amended (TRIA), we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for "certified acts of terrorism" under TRIA. The portion of your premium attributable to such coverage is shown in the Schedule of this endorsement.

B. The following definition is added with respect to the provisions of this endorsement:

1. A "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of TRIA, to be an act of terrorism under TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:
   a. The act results in insured losses in excess of $6 million in the aggregate, attributable to all types of insurance subject to TRIA; and
   b. The act results in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of an United States mission; and
   c. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

C. Disclosure Of Federal Share Of Terrorism Losses

The United States Department of the Treasury will reimburse insurers for a portion of insured losses, as indicated in the table below, attributable to "certified acts of terrorism" under TRIA that exceeds the applicable insurer deductible:

<table>
<thead>
<tr>
<th>Calendar Year</th>
<th>Federal Share of Terrorism Losses</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015</td>
<td>85%</td>
</tr>
<tr>
<td>2016</td>
<td>84%</td>
</tr>
<tr>
<td>2017</td>
<td>83%</td>
</tr>
<tr>
<td>2018</td>
<td>82%</td>
</tr>
<tr>
<td>2019</td>
<td>81%</td>
</tr>
<tr>
<td>2020 or later</td>
<td>80%</td>
</tr>
</tbody>
</table>

However, if aggregate industry insured losses under TRIA exceed $100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds $100 billion. The United States government has not charged any premium for their participation in covering terrorism losses.
D. Cap On Insurer Liability for Terrorism Losses

If aggregate industry insured losses attributable to "certified acts of terrorism" under TRIA exceed $100 billion in a calendar year and we have met, or will meet, our insurer deductible under TRIA, we shall not be liable for the payment of any portion of the amount of such losses that exceed $100 billion. In such case, your coverage for terrorism losses may be reduced on a pro-rata basis in accordance with procedures established by the Treasury, based on its estimates of aggregate industry losses and our estimate that we will exceed our insurer deductible. In accordance with the Treasury's procedures, amounts paid for losses may be subject to further adjustments based on differences between actual losses and estimates.

E. Application of Other Exclusions

The terms and limitations of any terrorism exclusion, the inapplicability or omission of a terrorism exclusion, or the inclusion of terrorism coverage, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Form, Coverage Part or Policy.

F. All other terms and conditions remain the same.
IMPORTANT NOTICE TO POLICYHOLDERS -
EXCLUSION - UNMANNED AIRCRAFT (LIABILITY)

Thank you for trusting The Hartford with your Business Insurance needs.

You are receiving this Notice because an Exclusion - Unmanned Aircraft (Liability) (Form SS 51 10) has been added to your policy. This form modifies the Aircraft, Auto or Watercraft exclusion such that any coverage for unmanned aircraft is completely excluded. This is a reduction in the coverage provided by your policy.

In addition, the Personal and Advertising Injury exclusion in your Business Liability Coverage (Form SS 00 08) is revised to exclude coverage for Personal and Advertising Injury damages arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". This is a reduction in the coverage provided by your policy.

The changes described above do not impact your policy premium.

Please contact your agent, broker or representative of The Hartford with any questions.

Please be aware that no coverage is provided by this Notice nor should it be construed to replace any provision of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is a conflict between the policy and this Notice, the provisions of the policy shall prevail.
IMPORTANT NOTICE TO POLICYHOLDERS -
EXCLUSION - UNMANNED AIRCRAFT (PROPERTY)

Thank you for trusting The Hartford with your Business Insurance needs.

You are receiving this Notice because an Exclusion - Unmanned Aircraft (Property) Form SS 51 11 has been added to your policy. This form clarifies that the term "aircraft" listed in the Property Not Covered section of your Special Property Coverage Form (SS 00 07), is also intended to apply to "unmanned aircraft", more commonly known as drones. This clarification does not impact the coverage provided by your policy.

This change does not impact your policy premium.

Please contact your agent, broker or representative of The Hartford with any questions.

Please be aware that no coverage is provided by this Notice nor should it be construed to replace any provision of your policy. You should read your policy and review your Declarations Page for complete information on the coverages you are provided. If there is a conflict between the policy and this Notice, the provisions of the policy shall prevail.
IMPORTANT NOTICE TO POLICYHOLDERS

To help your insurance keep pace with increasing costs, we have increased your amount of insurance . . . giving you better protection in case of either a partial, or total loss to your property.

If you feel the new amount is not the proper one, please contact your agent or broker.
This Spectrum Policy consists of the Declarations, Coverage Forms, Common Policy Conditions and any other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock insurance company of The Hartford Insurance Group shown below.

INSURER: HARTFORD CASUALTY INSURANCE COMPANY
ONE HARTFORD PLAZA, HARTFORD, CT 06155
COMPANY CODE: 3

Policy Number: 34 SBA PD4111 DX

SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: GRAND LAKE CHAMBER OF COMMERCE
(No., Street, Town, State, Zip Code)
PO BOX 429
GRAND LAKE CO 80447

Policy Period: From 10/28/17 To 10/28/18 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. Exception: 12 noon in New Hampshire.

Name of Agent/Broker: LEID FINANCIAL GROUP INC/PHS
Code: 342560

Previous Policy Number: 34 SBA PD4111

Named Insured Is: ASSOCIATION

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

Insurance Provided: In return for the payment of the premium and subject to all of the terms of this policy, we agree with you to provide insurance as stated in this policy.

TOTAL ANNUAL PREMIUM IS: $5,011

Countersigned by

Authorized Representative

08/29/17

Date
SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 34 SBA PD4111

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 Building: 001

14700 HIGHWAY 34
GRAND LAKE CO 80447

Description of Business: LESSORS RISK ASSOCIATION - CIVIC NON PROFIT - BUILDING OWNER OCCUPIES LESS THAN 75%

Deductible: $ 500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

REPLACEMENT COST $1,130,900

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST $51,500

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES $10,000
OUTSIDE THE PREMISES $5,000
SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 34 SBA PD4111

Location(s), Building(s), Business of Named Insured and Schedule of Coverages for Premises as designated by Number below.

Location: 001 Building: 001

PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE
TO THIS LOCATION

STRETCH COVERAGES
FORM: SS 04 08
THIS FORM INCLUDES MANY ADDITIONAL COVERAGES AND EXTENSIONS OF COVERAGES. A SUMMARY OF THE COVERAGE LIMITS IS ATTACHED.

LIMITED FUNGI, BACTERIA OR VIRUS COVERAGE: $ 50,000
FORM SS 40 93
THIS IS THE MAXIMUM AMOUNT OF INSURANCE FOR THIS COVERAGE, SUBJECT TO ALL PROPERTY LIMITS FOUND ELSEWHERE ON THIS DECLARATION. INCLUDING BUSINESS INCOME AND EXTRA EXPENSE COVERAGE FOR: 30 DAYS
PROPERTY OPTIONAL COVERAGES APPLICABLE TO ALL LOCATIONS

BUSINESS INCOME AND EXTRA EXPENSE COVERAGES INCLUDES THE FOLLOWING COVERAGE EXTENSIONS:

ACTION OF CIVIL AUTHORITY: 30 DAYS
EXTENDED BUSINESS INCOME: 30 CONSECUTIVE DAYS

EQUIPMENT BREAKDOWN COVERAGE
COVERAGE FOR DIRECT PHYSICAL LOSS DUE TO:
MECHANICAL BREAKDOWN,
ARTIFICIALLY GENERATED CURRENT
AND STEAM EXPLOSION

THIS ADDITIONAL COVERAGE INCLUDES THE FOLLOWING EXTENSIONS

HAZARDOUS SUBSTANCES $ 50,000
EXPEDITING EXPENSES $ 50,000

MECHANICAL BREAKDOWN COVERAGE ONLY APPLIES WHEN BUILDING OR BUSINESS PERSONAL PROPERTY IS SELECTED ON THE POLICY

IDENTITY RECOVERY COVERAGE $ 15,000
FORM SS 41 12
**BUSINESS LIABILITY**

<table>
<thead>
<tr>
<th>LIABILITY AND MEDICAL EXPENSES</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>MEDICAL EXPENSES - ANY ONE PERSON</td>
<td>$ 10,000</td>
</tr>
<tr>
<td>PERSONAL AND ADVERTISING INJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>DAMAGES TO PREMISES RENTED TO YOU</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>ANY ONE PREMISES</td>
<td></td>
</tr>
<tr>
<td>AGGREGATE LIMITS</td>
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</tr>
<tr>
<td>PRODUCTS-COMPLETED OPERATIONS</td>
<td>$2,000,000</td>
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<td>GENERAL AGGREGATE</td>
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<tr>
<td>EMPLOYMENT PRACTICES LIABILITY</td>
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<tr>
<td>COVERAGE: FORM SS 09 01</td>
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<tr>
<td>EACH CLAIM LIMIT</td>
<td>$ 5,000</td>
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<tr>
<td>AGGREGATE LIMIT</td>
<td>$ 5,000</td>
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<tr>
<td>RETROACTIVE DATE: 10282003</td>
<td></td>
</tr>
</tbody>
</table>

This Employment Practices Liability Coverage contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

**BUSINESS LIABILITY OPTIONAL COVERAGE**
Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14  SS 00 05 12 06  SS 00 07 07 05  SS 00 08 04 05
SS 00 64 09 16  SS 84 01 09 07  SS 01 33 11 13  SS 89 93 07 16
SS 00 60 09 15  SS 00 61 09 15  SS 04 08 09 07  SS 04 19 07 05
SS 04 22 07 05  SS 04 30 07 05  SS 04 39 07 05  SS 04 41 04 09
SS 04 42 03 17  SS 04 44 07 05  SS 04 45 07 05  SS 04 46 09 14
SS 04 47 04 09  SS 04 80 03 00  SS 04 86 03 00  SS 40 18 07 05
SS 40 93 07 05  SS 41 12 12 07  SS 41 51 10 09  SS 41 63 06 11
IH 10 01 09 86  SS 05 47 09 15  SS 05 64 12 10  SS 50 19 01 15
SS 50 57 04 05  SS 51 10 03 17  SS 51 11 03 17  SS 09 01 12 14
SS 09 53 10 08  SS 09 67 09 14  SS 09 70 12 14  SS 09 71 12 14
SS 09 73 12 14  SS 40 23 03 00  IH 99 40 04 09  IH 99 41 04 09
SS 83 76 01 15

IH 12 00 11 85 ADDITIONAL INSURED - MANAGER/LESSOR
# STRETCH SUMMARY

## SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and the Limits of Insurance provided by the Stretch Coverage form SS 04 08 which is included in this policy. No coverage is provided by this summary. Refer to coverage form SS 04 08 to determine the scope of your insurance protection.

The Limit of Insurance for the following Additional Coverages are in addition to any other limit of insurance provided under this policy:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Receivable – On/Off-Premises</td>
<td>$25,000</td>
</tr>
<tr>
<td>Brands and Labels</td>
<td>Up to Business Personal Property Limit</td>
</tr>
<tr>
<td>Claim Expenses</td>
<td>$10,000</td>
</tr>
<tr>
<td>Computer Fraud</td>
<td>$5,000</td>
</tr>
<tr>
<td>Computers and Media</td>
<td>$10,000</td>
</tr>
<tr>
<td>Debris Removal</td>
<td>$25,000</td>
</tr>
<tr>
<td>Employee Dishonesty (including ERISA)</td>
<td>$10,000</td>
</tr>
<tr>
<td>Fine Arts</td>
<td>$10,000</td>
</tr>
<tr>
<td>Forgery</td>
<td>$10,000</td>
</tr>
<tr>
<td>Laptop Computers – World-Wide Coverage</td>
<td>$5,000</td>
</tr>
<tr>
<td>Off Premises Utility Services – Direct Damage</td>
<td>$10,000</td>
</tr>
<tr>
<td>Outdoor Signs</td>
<td>Full Value</td>
</tr>
<tr>
<td>Pairs or Sets</td>
<td>Up to Business Personal Property Limit:</td>
</tr>
<tr>
<td>Personal Property of Others</td>
<td>$10,000</td>
</tr>
<tr>
<td>Property at Other Premises</td>
<td>$10,000</td>
</tr>
<tr>
<td>Salespersons’ Samples</td>
<td>$1,000</td>
</tr>
<tr>
<td>Sewer and Drain Back Up</td>
<td>Included up to Covered Property Limits</td>
</tr>
<tr>
<td>Sump Overflow or Sump Pump Failure</td>
<td>$15,000</td>
</tr>
<tr>
<td>Temperature Change</td>
<td>$10,000</td>
</tr>
<tr>
<td>Tenant Building and Business Personal Property Coverage- Required by Lease</td>
<td>$20,000</td>
</tr>
<tr>
<td>Transit Property in the Care of Carriers for Hire</td>
<td>$10,000</td>
</tr>
<tr>
<td>Unauthorized Business Card Use</td>
<td>$2,500</td>
</tr>
<tr>
<td>Valuable Papers and Records – On/Off-Premises</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

The Limits of Insurance for the following Coverage Extensions are a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Newly Acquired or Constructed Property – 180 Days</td>
<td></td>
</tr>
<tr>
<td>Building</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Business Personal Property</td>
<td>$500,000</td>
</tr>
<tr>
<td>Business Income and Extra Expense</td>
<td>$500,000</td>
</tr>
<tr>
<td>Outdoor Property</td>
<td>$20,000 aggregate/ $1,000 per item</td>
</tr>
<tr>
<td>Personal Effects</td>
<td>$25,000</td>
</tr>
<tr>
<td>Property Off-Premises</td>
<td>$15,000</td>
</tr>
</tbody>
</table>
The following changes apply only if Business Income and Extra Expense are covered under this policy. The Limits of Insurance for the following Business Income and Extra Expense Coverages are in addition to any other Limit of Insurance provided under this policy:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Income Extension for Off-Premises Utility Services</td>
<td>$25,000</td>
</tr>
<tr>
<td>Business Income Extension for Web Sites</td>
<td>$10,000/7 days</td>
</tr>
<tr>
<td>Business Income from Dependent Properties</td>
<td>$25,000</td>
</tr>
</tbody>
</table>

The following Limit of Insurance for the following Business Income Coverage is a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extended Business Income</td>
<td>60 Days</td>
</tr>
</tbody>
</table>

The following changes apply to Loss Payment Conditions:

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Valuation Changes</td>
<td>Included</td>
</tr>
<tr>
<td>Commodity Stock</td>
<td>Included</td>
</tr>
<tr>
<td>&quot;Finished Stock&quot;</td>
<td>Included</td>
</tr>
<tr>
<td>Mercantile Stock - Sold</td>
<td>Included</td>
</tr>
</tbody>
</table>
COMMON POLICY CONDITIONS
QUICK REFERENCE - SPECTRUM POLICY

DECLARATIONS
and
COMMON POLICY CONDITIONS

I. DECLARATIONS

Named Insured and Mailing Address
Policy Period
Description and Business Location
Coverages and Limits of Insurance

II. COMMON POLICY CONDITIONS

<table>
<thead>
<tr>
<th>Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Cancellation</td>
</tr>
<tr>
<td>B. Changes</td>
</tr>
<tr>
<td>C. Concealment, Misrepresentation Or Fraud</td>
</tr>
<tr>
<td>D. Examination Of Your Books And Records</td>
</tr>
<tr>
<td>E. Inspections And Surveys</td>
</tr>
<tr>
<td>F. Insurance Under Two Or More Coverages</td>
</tr>
<tr>
<td>G. Liberalization</td>
</tr>
<tr>
<td>H. Other Insurance - Property Coverage</td>
</tr>
<tr>
<td>I. Premiums</td>
</tr>
<tr>
<td>J. Transfer Of Rights Of Recovery Against Others To Us</td>
</tr>
<tr>
<td>K. Transfer Of Your Rights And Duties Under This Policy</td>
</tr>
<tr>
<td>L. Premium Audit</td>
</tr>
</tbody>
</table>

Beginning on Page

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1
2
2
2
2
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2
2
3
3
COMMON POLICY CONDITIONS

All coverages of this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 5 days before the effective date of cancellation if any one of the following conditions exists at any building that is Covered Property in this policy:
      (1) The building has been vacant or unoccupied 60 or more consecutive days. This does not apply to:
          (a) Seasonal unoccupancy; or
          (b) Buildings in the course of construction, renovation or addition.
      Buildings with 65% or more of the rental units or floor area vacant or unoccupied are considered unoccupied under this provision.
   b. 10 days before the effective date of cancellation if we cancel for nonpayment of premium.
   c. 30 days before the effective date of cancellation if we cancel for any other reason.

3. We will mail or deliver our notice to the first Named Insured’s last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

5. If this policy is canceled, we will send the first Named Insured any premium refund due. Such refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

6. If notice is mailed, proof of mailing will be sufficient proof of notice.

7. If the first Named Insured cancels this policy, we will retain no less than $100 of the premium.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy’s terms can be amended or waived only by endorsement issued by us and made a part of this policy.
COMMON POLICY CONDITIONS

C. Concealment, Misrepresentation Or Fraud
This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:
1. This policy;
2. The Covered Property;
3. Your Interest In the Covered Property; or
4. A claim under this policy.

D. Examination Of Your Books And Records
We may examine and audit your books and records as they relate to the policy at any time during the policy period and up to three years afterward.

E. Inspections And Surveys
We have the right but are not obligated to:
1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of any person. And we do not represent or warrant that conditions:
1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

F. Insurance Under Two Or More Coverages
If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

G. Liberalization
If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

H. Other Insurance - Property Coverage
If there is other insurance covering the same loss or damage, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

I. Premiums
1. The first Named Insured shown in the Declarations:
   a. Is responsible for the payment of all premiums; and
   b. Will be the payee for any return premiums we pay.
2. The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. If applicable, on each renewal, continuation or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.
3. With our consent, you may continue this policy in force by paying a continuation premium for each successive one-year period. The premium must be:
   a. Paid to us prior to the anniversary date; and
   b. Determined in accordance with Paragraph 2, above.

   Our forms then in effect will apply. If you do not pay the continuation premium, this policy will expire on the first anniversary date that we have not received the premium.
4. Changes in exposures or changes in your business operation, acquisition or use of locations that are not shown in the Declarations may occur during the policy period. If so, we may require an additional premium. That premium will be determined in accordance with our rates and rules then in effect.

J. Transfer Of Rights Of Recovery Against Others To Us
Applicable to Property Coverage:

If any person or organization to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to secure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:
1. Prior to a loss to your Covered Property.
2. After a loss to your Covered Property only if, at time of loss, that party is one of the following:
   a. Someone insured by this insurance;
   b. A business firm:
      (1) Owned or controlled by you; or
      (2) That owns or controls you; or
c. Your tenant.
You may also accept the usual bills of lading or shipping receipts limiting the liability of carriers.
This will not restrict your insurance.

K. Transfer Of Your Rights And Duties Under This Policy
Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.
If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

L. Premium Audit
a. We will compute all premiums for this policy in accordance with our rules and rates.
b. The premium amount shown in the Declarations is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Any additional premium found to be due as a result of the audit are due and payable on notice to the first Named Insured. If the deposit premium paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.
c. The first Named Insured must maintain all records related to the coverage provided by this policy and necessary to finalize the premium audit, and send us copies of the same upon our request.

Our President and Secretary have signed this policy. Where required by law, the Declarations page has also been countersigned by our duly authorized representative.

Lisa Levin, Secretary
Douglas Elliot, President
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS LIABILITY COVERAGE FORM
AMENDATORY ENDORSEMENT-
SUPPLEMENTARY PAYMENTS

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. Sub-subparagraph 3.a.(5) of Paragraph 3., Section A. Coverages is deleted and replaced with the following:
   3. Coverage Extension - Supplementary Payments:
      a. (5) All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYEE DISHONESTY COVERAGE

This endorsement modifies insurance provided under the following:

STANDARD PROPERTY COVERAGE FORM
SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

A. COVERAGE

1. The following is added to Paragraph A.5., Additional Coverages, of the Special Property Coverage Form:

   Employee Dishonesty Coverage

   (1) We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Causes of Loss.

   Covered Property, solely as used in this Additional Coverage, means "money", "securities", and other tangible property of intrinsic value and not otherwise excluded.

   Covered Causes of Loss means dishonest acts committed by an "employee", except you, whether identified or not, acting alone or in collusion with other persons, with the manifest intent to:

   (a) Cause you to sustain loss; and also

   (b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing or pensions or other employee benefits earned in the normal course of employment) for:

   (i) That "employee"; or

   (ii) Any person or organization intended by the "employee" to receive that benefit.

   (2) Employee Dishonesty Additional Coverages:

   (a) We will pay for loss of Covered Property arising out of a Covered Cause of Loss caused by any "employee" while temporarily outside the Coverage Territory for a period of not more than 90 days.

   (b) We will pay for any loss of Covered Property arising out of a Covered Cause of Loss caused by your "employee" while at the premises of your client or customer.

   Any claim for loss sustained by any client or customer and covered by this policy may only be made by you in your Proof of Loss. No third party has a direct right against this insurance and no third party may make a direct claim against us as the writer of your insurance.

   (3) Coverage under the Employee Retirement Income Security Act of 1974, as amended ("ERISA")

   (a) We will pay for loss of, and loss from damage to, Covered Property resulting directly from the Covered Causes of Loss.

   Covered Property, solely as applicable to ERISA coverage, means the funds or other property of any employee pension benefit plan or employee welfare benefit plan that:

   (i) Is subject to (and not exempt from) the bond requirement set forth in Section 412 of ERISA, and

   (ii) You establish and maintain for your employees (a "Plan")

   and which is not otherwise excluded.

   Covered Causes of Loss, solely as applicable to ERISA coverage,
means an act of fraud or dishonesty committed by an "employee", except you, whether identified or not, acting alone or in collusion with other persons, that results in a loss to a Plan or funds or other property which is used or may be used to pay benefits under the Plan. "Covered Causes of Loss" does not include investment losses or any other loss resulting from a breach of fiduciary duty under ERISA or a prohibited transaction as defined by ERISA and for which coverage is not required by Section 412 of ERISA.

(b) Welfare and Pension Plan ERISA Compliance

In compliance with certain provisions of the ERISA:

(i) For the purposes of this insurance, the Plans you establish and maintain for the benefit of your employees shall be Named Insureds under this Employee Dishonesty Coverage.

(ii) "Employee" includes any natural person you employ and any owner, officer, trustee or director of your company who "handles" the funds or other property of the Plan (as defined in 29 C.F.R. 2580.412-6) including, but not limited to, the Plan Administrator. "Employee" does not include any third party (including but not limited to a broker, independent contractor, record keeper, payroll provider, trustee or other fiduciary) who provides services to you or to a Plan.

(iii) If any Plan is insured jointly with any other entity under this insurance, you or the Plan Administrator must select a Limit of Insurance under this Employee Dishonesty Coverage Form that is sufficient to provide an amount of insurance for each Plan that is at least equal to that required if each Plan were separately insured.

(iv) If the insured first named in the Declarations is an entity other than a Plan, any payment we make to that insured for loss sustained by any Plan must be paid promptly into such plan for the use and benefit of the Plan(s) sustaining the loss.

(v) If two or more Plans are insured under this insurance, any payment we make for loss either sustained by two or more plans, or of commingled funds or other property of two or more Plans that arises out of one occurrence, is to be shared by each Plan sustaining loss in the proportion that the amount of insurance required for each such Plan under ERISA provisions bears to the total of those amounts.

(4) Theft Limitation Exception

Limitation A.4.c., of the Special Property Coverage Form does not apply to coverage provided by this endorsement.

(5) Additional Exclusions

(a) Employee Terminated Under Prior Insurance

We will not pay for loss caused by any "employee" of yours, or predecessor in interest of yours, for whom similar prior insurance has been terminated and not reinstated since the last such termination.

(b) Insurance Operations

We will not pay for direct or indirect loss resulting from contractual or extra-contractual liability sustained by you in connection with the issuance of contracts or purported contracts of insurance, indemnity or suretyship.

(c) Inventory Shortages

We will not pay loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:

(i) An inventory computation; or

(ii) A profit and loss computation.

(d) Partners

We will pay only for loss caused by any partner or member of a limited liability corporation that is in excess of the sum of:

(i) Any amounts you owe that partner or member; and

(ii) The value of that partner's or member's ownership interest determined by the closing of
(7) Limit of Insurance

The most we will pay for each occurrence of loss under this Additional Coverage is the Employee Dishonesty Limit of Insurance stated in the Declarations.

(8) Deductible

We will not pay for loss in any one occurrence unless the amount of loss exceeds the Deductible shown in Paragraph D.5. the Special Property Coverage Form, unless a separate Deductible for Employee Dishonesty applies and is stated in the Declarations. We will then pay the amount of the loss in excess of the Deductible, up to the Limit of Insurance. No deductible applies to the coverage granted in Paragraph A.1.(3) of this endorsement.

(9) Occurrence Definition

As used in this Additional Coverage, occurrence means all loss caused by, or involving, one or more "employees", whether the result of a single act or series of acts.

you organization's books on the
case of discovery of the loss by
anyone in your organization not
involved in the Employee
Dishonesty; and

(iii) Any applicable deductible
amount.

(e) Trading Loss

We will not pay for loss resulting
directly or indirectly from trading,
whether in your name or in a
genuine or fictitious account if such
loss does not result from dishonesty
or fraud.

(6) Additional Conditions

(a) Termination As To Any
"Employee"

This insurance is terminated as to
any "employee":

(i) Immediately upon discovery by
you, or any of your partners,
officers or directors not in
collusion with the "employee", of
any dishonest or fraudulent act
committed by that "employee"
whether before or after
becoming employed by you; or

(ii) On the date specified in a notice
mailed to you. That date will be
at least 30 days after the date of
mailing.

The mailing of notice to you at
the last mailing address known
to us will be sufficient proof of
notice. Delivery of notice is the
same as mailing.
EXCLUSION - UNMANNED AIRCRAFT (LIABILITY)

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

A. The following changes are made to Section B.1., EXCLUSIONS:

1. Paragraph g., Aircraft, Auto or Watercraft, is deleted and replaced with the following:

   g. Aircraft, Auto or Watercraft

   (1) Unmanned Aircraft

   "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operator and "loading or unloading".

   This Paragraph g.(1) applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

   (2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

   "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operator and "loading or unloading".

   This Paragraph g.(2) applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

Paragraph g.(2) does not apply to:

(a) A watercraft while ashore on premises you own or rent;
(b) A watercraft you do not own that is:
   (i) Less than 51 feet long; and
   (ii) Not being used to carry persons for a charge;
(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
(e) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in Section G Liability and Medical Expenses Definitions, Paragraph 15 f.(2) or f.(3) of the definition of "mobile equipment"; or
(f) An aircraft (other than unmanned aircraft) that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

2. The following is added to Section B.1., EXCLUSIONS Paragraph p., Personal and Advertising Injury:

   Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

Form SS 51 10 03 17
This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:
   (i) Copyright;
   (ii) Slogan; or
   (iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

B. The following changes apply to Section G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. The following definition is added:
   "Unmanned aircraft" means an aircraft that is not:
   a. Designed;
   b. Manufactured; or
   c. Modified after manufacture
to be controlled directly by a person from within or on the aircraft.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - UNMANNED AIRCRAFT (PROPERTY)

This endorsement modifies insurance provided under the following:

SPECIAL PROPERTY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated below.

A. COVERAGE

Paragraph A.2., Property Not Covered, Subparagraph a. is deleted and replaced with the following:

a. Aircraft (including "unmanned aircraft"), automobiles, motor trucks and other vehicles subject to motor vehicle registration.

C. DEFINITIONS

The following changes are made to Section G., PROPERTY DEFINITIONS:

1. The following definition is added:

"Unmanned aircraft" means an aircraft that is not:

a. Designed;
b. Manufactured; or
c. Modified after manufacture
to be controlled directly by a person from within or on the aircraft and which is owned by you or owned by others but in your care, custody, or control.

"Unmanned aircraft" includes equipment designed for and used exclusively with the "unmanned aircraft", provided such equipment is essential for operation of the "unmanned aircraft" or for executing "unmanned aircraft operations".

2. The following definition is added:

"Unmanned aircraft operations" means your business activities in support of the specific operations listed in the Description of Business section of the Declarations.
POLICY NUMBER: 34 SBA PD4111

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - MANAGER/LESSOR

TOWN OF GRAND LAKE
1026 PARK AVE
GRAND LAKE, CO 80447
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS ENDORSEMENT

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit us from providing insurance, including, but not limited to, the payment of claims.

All other terms and conditions remain unchanged.
December 11, 2017

To: Mayor Peterson and Town Trustees

From: Jim White, Town Manager

RE: GCWIN
2018 Lease Agreement

PURPOSE

For several years now, the Grand County Water Information Network (GCWIN) has been leasing one portion of the modular units located on site of the Grand Lake Center, and GCWIN requests to continue its lease for the same unit in 2018.

STAFF COMMENTS and RECOMMENDATION

Staff is bringing forward the recommendation for the Town Board of Trustees to extend the lease of the modular unit located on the site of the Grand Lake Center to GCWIN in 2018. The enclosed Lease Agreement reflects a cost for the modular units.

SUGGESTED MOTION

I move to approve the Lease Agreement between the Town of Grand Lake and the Grand County Water Information Network, from January 1, 2018, through December 31, 2018, which is commensurate with the current rate charged to other occupants. A revised copy of insurance is required.
LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of December, 2017 by and between the Town of Grand Lake ("Town") and the Grand County Water Information Network ("GCWIN")

ARTICLE 1.0 - RECITALS AND PURPOSE

1.1 The Town of Grand Lake is the owner of the real property upon which its Grand Lake Center is located, situated in the Town of Grand Lake, County of Grand, State of Colorado, and more particularly described as follows:
   Plot A, Block 11, Grand Lake Estates, Second Filing

1.2 The Town is the owner of the modular building ("Structure") that has been placed on the premises.

1.3 The Town has determined that the premises are not currently needed for other Town purposes.

1.4 GCWIN has requested permission to lease one portion of the modular building, for office use and water sampling/testing. The Town has determined that the Structure is not currently needed for the other Town purposes, and that the leasing of said Structure to GCWIN would serve a valid public purpose, by supporting an under funded non-profit group, who helps to ensure a high quality of life in the Grand Lake area by monitoring water quality in Grand County watersheds.

NOW THEREFORE, in consideration of the Structure and the mutual promises and covenants set forth herein, the Parties agree as follows:

ARTICLE 2.0 - DEMISE

2.1 For and in consideration of the performance of the covenants and agreement herein contained to be kept and performed by the Parties:
   a. The Town hereby leases to GCWIN and GCWIN hereby leases from the Town the Leased Premises subject to all land use and building and zoning plans, codes, resolutions and regulations; and subject to all reservations, exceptions, restrictions, covenants and easements of record or visible.

2.2 GCWIN agrees to accept the Leased Premises "as is"; and the Town makes no warranty or representation, express or implied, with respect to the merchantability, condition, quality, design, operation, fitness for a particular purpose, or workmanship of the Leased Premises, in any respect whatsoever.

Lease Agreement

P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099
PH. 970/627-3435
FAX 970/627-9290
E-MAIL town@townofgrandlake.com
2.3 GCWIN agrees to be responsible for all utility costs as long as they have sole possession of the premises. If there are other lessees, GCWIN shall develop a procedure to manage and apportion the building utility costs in a manner deemed fair and reasonable by the other lessees.

2.4 Specifically, the Town and GCWIN agree that the southern most room will be reserved for GCWIN, and that GCWIN will have sole use of the storage room in the common area. In addition, GCWIN will have equal access with other lessees to the kitchen, restrooms and other common areas.

ARTICLE 3.0 - TERM AND TERMINATION

3.1 The term of this Lease shall be for a period of one (1) year, commencing January 1, 2018 and ending at midnight on December 31, 2018, unless this Lease shall be sooner terminated in accordance with the other provisions hereof.

3.2 The Town may terminate this Lease at any time upon not less than Sixty (60) days written notice to GCWIN, if, in the Town’s judgment, such termination is necessary for the Town’s intended use of the Leased Premises, to permit the sale or transfer of the Leased Premises, or for any other reason deemed appropriate by the Town.

3.3 GCWIN may terminate this Lease at any time upon not less than Sixty (60) days written notice to Town, if, in GCWIN’s judgment, such termination is deemed appropriate by GCWIN.

ARTICLE 4.0 - RENT

4.1 So long as GCWIN is not in default under this Lease, it may occupy the Leased Premises for Six Hundred Dollars ($600) per year, due and payable upon execution hereof.

4.2 If GCWIN shall be in default hereunder or if GCWIN holds over after the expiration or termination of this Lease, then rent shall accrue at the rate of Two Thousand Dollars ($2,000.00) per month, for each month or portion thereof from the date of the default or holding over occurs until the default is cured or GCWIN vacates the Leased Premises.

ARTICLE 5.0 - USE OF LEASED PREMISES; RESERVATION BY THE TOWN

5.1 GCWIN may occupy and use the Leased Premises for related office needs, including water sampling/testing. No other uses of the Leased Premises shall be permitted without the written consent of the Town.

5.2 GCWIN may use any office furniture located in the leased premises, including desks, filing cabinets, or any other thing that is currently located within the leased premises.
5.3 The Town reserves the right to enter upon the Leased Premises at any reasonable time to inspect the premises, to show them to prospective purchasers, or for any other purpose deemed appropriate by the Town, so long as the exercise of such right of entry does not unreasonably interfere with GCWIN’s use of the Leased Premises.

5.4 The Town reserves the right to store anything that it deems desirable or necessary in the Leased Premises, as long as the storage of same does not unreasonably interfere with GCWIN’s use of the Leased Premises.

5.5 The Town reserves the right to lease any or the entire remaining portion of the property to whomever it deems appropriate and in the best interests of the community. If the Town makes this determination, replacing doors, locks or making other arrangements to keep GCWIN’s property secure will be the sole responsibility of GCWIN.

ARTICLE 6.0 - PROTECTION OF PROPERTY; MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

6.1 GCWIN covenants and agrees:
   a. Not to commit or permit the commission by others of any waste upon the Leased Premises.
   b. Not to remove or allow any other person to remove any improvements or fixtures of any kind from the Leased Premises without the Town’s prior written consent.
   c. To maintain the Leased Premises in a neat and orderly condition and shall not allow trash or other items to accumulate at the site outside of secured receptacles or to be blown from the site.
   d. The cost of all normal wear and tear in the leased premises, including regular maintenance and repairs, shall be the responsibility of GCWIN and the other building tenants as appropriate, as the lessees.

   Repair and maintenance costs that would result in an unreasonable burden to GCWIN (over $250 per instance or $500 per year), should be brought immediately to the attention of the Town for discussion of possible cost sharing arrangements.

6.2 GCWIN shall not make any other material alterations or improvements on or to the Leased Premises without the Town’s prior written consent. Any permanent improvements made to the real property by GCWIN during the lease term, shall be deemed a part of the real estate and, at the election of the Town, shall remain upon the Leased Premises at the expiration or termination of this Lease. If requested by the Town following the expiration or termination of this Lease, GCWIN shall promptly remove any improvements installed by GCWIN and shall restore the real property to the condition it was upon the commencement of this Lease.

Lease Agreement
ARTICLE 7.0 - TAXES

7.1 GCWIN shall pay any and all personal property, sales, use, withholding and other taxes with respect to GCWIN’s personal property and its operations on the Leased Premises.

ARTICLE 8.0 - INDEMNIFICATION AND INSURANCE

8.1 The Town shall not be liable for any injury or damage to person or property as a result of any act or event occurring upon or arising from the Leased Premises during the term of this Lease, if it happens as a direct or indirect result of GCWIN operations.

8.2 GCWIN agrees to indemnify and hold harmless the Town, their officers, agents, employees, insurers and/or self-insurance pools, from and against all liabilities, losses, claims, demands, damages and expenses, including reasonable attorney fees, incurred or suffered by the Town as a result of: (a) failure by GCWIN to perform any covenant required to be performed by GCWIN hereunder; (b) any accident, injury, or damage caused by, resulting from, arising out of or in any manner connected with GCWIN’s use of the Leased Premises; or (c) failure by GCWIN to comply with all requirements of any governmental authority.

8.3 GCWIN shall, at its expense, maintain general hazard insurance upon the Leased Premises to the full insurable value thereof. If desired, GCWIN shall also obtain and pay for hazard insurance coverage on its personal property kept upon the Leased Premises.

8.4 GCWIN agrees to obtain and keep in force, at GCWIN’s expense, during the entire term of this Lease, such liability insurance as will fully protect GCWIN from claims under Worker’s Compensation and other employee benefit laws for bodily injury and death and for property damage that may arise out of GCWIN’s operation of the Leased Premises. GCWIN shall also maintain, at its expense a policy of comprehensive general public liability and property damage insurance, providing coverage of GCWIN, and the Town for claims for damages for bodily injury, including wrongful death, as well as claims for property damages, which may arise from the ownership, maintenance, use or operation of the Leased Premises, whether or not the foregoing described use and activities be by GCWIN or by anyone directly or indirectly employed by GCWIN.

Such insurance shall be maintained in amounts of not less than $1,000,000.00 for injury to one person in any single occurrence and not less than 2,000,000 in the aggregate, or such larger amounts as correspond with the recovery limits applicable to governmental entities under C.R.S. 24-10-114(1) as the same may be from time to time amended. The policy shall be endorsed to include the Town as additional insured and to provide that the coverage afforded under the policy shall not be canceled, terminated or materially changed until at least thirty (30)

Lease Agreement

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days prior written notice has been given to the Town. Such coverage shall be primary insurance, and any insurance carried by the Town or carried or provided through any insurance pool to which the Town belongs shall be excess and not contributory insurance to that provided by GCWIN. Upon the Town’s request, GCWIN shall promptly furnish the requesting entity with a certificate of insurance evidencing the insurance coverage required by this Paragraph.

8.5 Failure on the part of GCWIN to procure and maintain policies providing the required insurance coverage, conditions, and minimum limits provided in this Article shall constitute a material breach of this Agreement, for which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all sums so paid by the Town shall be repaid by GCWIN upon demand.

8.6 The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to the Town or its officers, agents or employees.

ARTICLE 9.0 - ASSIGNMENT OR SUBLETTING

9.1 GCWIN shall not assign its interests under this Lease nor sublet the Leased Premises, in whole or in part, without first obtaining the Town’s express written consent in each instance. In the event of any permitted assignment or subletting hereunder, GCWIN shall remain liable to the Town for the performance of all terms, covenants and provisions of this Lease, unless GCWIN is released in writing by the Town.

ARTICLE 10.0 - DEFAULT BY GCWIN; REMEDIES

10.1 If GCWIN defaults in the performance of any of its obligations under this Lease, the Town may give written notice of such default to GCWIN. If the default is not cured within ten (10) days after such written notice is given, the Town may elect to terminate this Lease by giving a further written notice of such termination to GCWIN. If such further notice is given, this Lease shall terminate on the date fixed in such notice as completely as if that were the date herein definitely fixed for expiration of the term of this Lease, and GCWIN shall then surrender the Leased Property to the Town.

10.2 No remedy conferred upon or reserved to the Town shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.
ARTICLE 11.0 - NOTICE

11.1 Except as otherwise expressly provided herein, all notices required or permitted under this Lease shall be in writing and shall be delivered in person or sent by United States certified mail return receipt requested. If sent by mail, a notice shall be deemed to have been properly given when deposited in any post office, branch post office, or mail depository regularly maintained by the United States Postal Service and sent by certified mail, return receipt requested, with postage thereon pre-paid, addressed as follows:

To the Town: Town of Grand Lake
          Attn: Town Manager
          Post Office Box 99
          Grand Lake CO 80447-0099

To GCWIN: GCWIN
          Attn: Executive Director
          PO Box 1503
          Grand Lake, CO 80447-1503

ARTICLE 12.0 - MISCELLANEOUS PROVISIONS

12.1 This Lease shall be construed under and shall be governed by the Laws of the State of Colorado, the District Court of Grand County which shall have exclusive jurisdiction over any court action arising there from.

12.2 This Lease embodies the entire agreement and understanding between the Parties relating to the subject matter hereof and may not be altered or amended except by a written document signed by both Parties and specifically referring hereto.

12.3 Except as otherwise expressly provided herein, this Lease and the rights and duties of the Town and GCWIN hereunder shall be binding upon and shall inure to the benefit of their respective successors and permitted assigns.

Lease Agreement

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IN WITNESS WHEREOF, the Parties have hereunto subscribed their signatures, effective the date first above mentioned.

TOWN OF GRAND LAKE

BY:  

James C. Peterson, Mayor

ATTEST:

Erin O’Rourke, Town Clerk Pro Tem

SEAL

GRAND COUNTY WATER INFORMATION NETWORK

BY:  

Katherine Morris, Chair

ATTEST:

Bruce Hutchins, Secretary
December 11, 2017

To: Mayor Peterson and Town Trustees

From: Jim White, Town Manager

RE: Grand Lake Area Historical Society
2018 Lease Agreement

PURPOSE

In May of 2016, the Grand Lake Area Historical Society requested to lease an additional portion of the modular units located on the site of the Grand Lake Center. Since that time, GLAHS has been leasing two portions of the modular units, and GLAHS requests to continue its lease for the same two units in 2018.

STAFF COMMENTS and RECOMMENDATION

Staff is bringing forward the recommendation for the Board to extend the lease of the modular units located on the site of the Grand Lake Center to GLAHS in 2018. The enclosed Lease Agreement reflects a cost for two portions of the modular units.

SUGGESTED MOTION

I move to approve the Lease Agreement between the Town of Grand Lake and the Grand Lake Area Historical Society, from January 1, 2018, through December 31, 2018, which is commensurate with the current rate charged to other occupants. A revised copy of insurance is required.
LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of December, 2017 by and between the Town of Grand Lake ("Town") and the Grand Lake Area Historical Society ("Society")

ARTICLE 1.0 - RECITALS AND PURPOSE
1.1 Grand Lake ("Town") is the owner of the real property upon which its Grand Lake Center is located, situated in the Town of Grand Lake, County of Grand, State of Colorado, and more particularly described as follows:
   Plot A, Block 11, Grand Lake Estates, Second Filing (two modular units)
1.2 The Town is the owner of the modular buildings ("Structures") that have been placed on the premises.
1.3 The Town has determined that the premises are not currently needed for Town purposes.
1.4 The Society has requested permission to lease a portion of the modular building, for temporary use as an office space. The Town has determined that leasing of said Structure to the Society would serve a valid public purpose: helping to protect and preserve the history of the Town and community in the Grand Lake area.

NOW THEREFORE, in consideration of the Structures and the mutual promises and covenants set forth herein, the Parties agree as follows:

ARTICLE 2.0 - DEMISED PREMISES
2.1 For and in consideration of the performance of the covenants and agreement herein contained to be kept and performed by the Parties:

   a. The Town hereby agrees to lease to the Society, and the Society hereby agrees to lease from the Town, two portions of the Structures located on Plot A, Block 11, Grand Lake Estates, Second Filing, hereinafter "Leased Premises", subject to all applicable land use, building and zoning plans, codes, resolutions and regulations; and all reservations, exceptions, restrictions, covenants and easements of record or visible.

   b. Specifically, the Parties agree that the center of the Structure shall be reserved for the Society’s use, in addition to access to the remainder of the common areas within the Structure, including but not limited to the kitchen and restrooms.

Lease Agreement
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P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099
PH. 970/827-3435
FAX 970/827-9280
E-MAIL town@townofgrandlake.com
2.2  The Society agrees to accept the Leased Premises "as is"; and the Town makes no warranty or representation, express or implied, with respect to the merchantability, condition, quality, design, operation, fitness for a particular purpose, or workmanship of the Leased Premises, in any respect whatsoever.

2.3  The Society agrees to be responsible for the utility costs associated with the Society's possession and use of the Leased Premises and to coordinate any shared utilities with the other users of the premises, so long as the parties leasing the facility pay all utilities.

ARTICLE 3.0 - TERM AND TERMINATION
3.1  The term of this Lease shall be for a period of one (1) year, commencing January 1, 2018 and ending at midnight on December 31, 2018, unless this Lease shall be sooner terminated in accordance with the other provisions hereof.

3.2  The Town may terminate this Lease at any time upon not less than Sixty (60) days written notice to the Society, if, in the Town's judgment, such termination is necessary for the Town's intended use of the Leased Premises, to permit the sale or transfer of the Leased Premises, or for any other reason deemed appropriate by the Town.

3.3  The Society may terminate this Lease at any time upon not less than Sixty (60) days written notice to Town, if, in the Society judgment, such termination is deemed appropriate by the Society.

ARTICLE 4.0 - RENT
4.1  So long as the Society is not in default under this Lease, it may possess the Leased Premises for Twelve Hundred Dollars ($1200), due and payable upon execution hereof.

4.2  If the Society shall be in default hereunder or if the Society holds over after the expiration or termination of this Lease, then rent shall accrue at the rate of Two Thousand Dollars ($2,000.00) per month, for each month or portion thereof from the date of the default or holding over occurs until the default is cured or the Society vacates the Leased Premises.

ARTICLE 5.0 - USE OF LEASED PREMISES; RESERVATION BY THE TOWN
5.1  The Society may occupy and use the Leased Premises for its inventorying items donated to the Society, maintaining its website and other general affairs relating to the Society. No other uses of the Leased Premises shall be permitted without the written consent of the Town.

Lease Agreement
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5.2 The Society may use any furniture located in the Leased Premises that is not already being put to another use in the structure.

5.3 The Town reserves the right to enter upon the Leased Premises, upon twenty-four hours notice to the Society, at any reasonable time to inspect, show the Leased Premises to prospective purchasers, or for any other purpose deemed appropriate by the Town, so long as the exercise of such right of entry does not unreasonably interfere with the Society’s use of the Leased Premises.

5.4 The Town reserves the right to store anything that it deems desirable or necessary in the Leased Premises, as long as the storage of same does not unreasonably interfere with the Society’s use of the Leased Premises.

5.5 The Town reserves the right to lease any or the entire remaining portion of the Structure to whomever it deems appropriate and in the best interests of the community. In the event of such action by the Town, the Society shall have sole responsibility for replacing doors and locks, and making other arrangements, as the Society may deem appropriate, to secure its property.

ARTICLE 6.0 - PROTECTION OF PROPERTY; MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

6.1 THE SOCIETY covenants and agrees:

   a. Not to commit or permit the commission by others of any waste upon the Leased Premises;
   b. Not to remove or allow any other person to remove any improvements or fixtures of any kind from the Leased Premises without the Town’s prior written consent;
   c. To maintain the Leased Premises in a neat and orderly condition, and to prevent the accumulation of waste upon the Leased Premises, outside secured portions of the Premises, and blowing away of waste from the site.
   d. The cost of all normal wear and tear in the leased premises, including regular maintenance and repairs, shall be the responsibility of the Society and other building tenants as appropriate, as the lessees.

Repair and maintenance costs that would result in an unreasonable burden to the Society (over $250 per occurrence or $500 per year), should be brought immediately to the attention of the Town for discussion of possible cost sharing arrangements.

Lease Agreement
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6.2 The Society shall not make any other material alterations or improvements on or to the Leased Premises without the Town’s prior written consent. Any permanent improvements made to the real property by the Society during the lease term, shall be deemed a part of the real estate and, at the election of the Town, shall remain upon the Leased Premises at the expiration or termination of this Lease. If requested by the Town following the expiration or termination of this Lease, the Society shall promptly remove any improvements installed by the Society and shall restore the real property to the condition it was upon the commencement of this Lease.

ARTICLE 7.0 - TAXES
7.1 The Society shall pay any and all personal property, sales, use, withholding and other taxes with respect to the Society’s personal property and its operations on the Leased Premises.

ARTICLE 8.0 - INDEMNIFICATION AND INSURANCE
8.1 The Town shall not be liable for any injury or damage to person or property as a result of any act or event occurring upon or arising from the Leased Premises during the term of this Lease, if such injury or damage occurs as a direct or indirect result of the Society’s operations.

8.2 The Society agrees to indemnify and hold harmless the Town, their officers, agents, employees, insurers and/or self-insurance pools, from and against all liabilities, losses, claims, demands, damages and expenses, including reasonable attorney fees, incurred or suffered by the Town as a result of: (a) failure by the Society to perform any covenant required to be performed by the Society hereunder; (b) any accident, injury, or damage caused by, resulting from, arising out of or in any manner connected with the Society’s use of the Leased Premises; or (c) failure by the Society to comply with all requirements of any governmental authority.

8.3 The Society shall, at its expense, maintain general hazard insurance upon the Leased Premises to the full insurable value thereof. If desired, the Society shall also obtain and pay for hazard insurance coverage on its personal property kept upon the Leased Premises.
8.4 The Society agrees to obtain and keep in force, at the Society’s expense, during the entire term of this Lease, such liability insurance as will fully protect the Society from claims under Worker’s Compensation and other employee benefit laws for bodily injury and death and for property damage that may arise out of the Society’s operation of the Leased Premises. The Society shall also maintain, at its expense a policy of comprehensive general public liability and property damage insurance, providing coverage of the Society, the Town, for claims for damages for bodily injury, including wrongful death, as well as claims for property damages, which may arise from the ownership, maintenance, use or operation of the Leased Premises, whether or not the foregoing described use and activities be by the Society or by anyone directly or indirectly employed by the Society.

Such insurance shall be maintained in amounts of not less than $150,000.00 for injury to one person in any single occurrence and not less than $600,000.00 for injury to two or more persons in any single occurrence, or such larger amounts as correspond with the recovery limits applicable to governmental entities under C.R.S. § 24-.0-114 (1) as the same may be from time to time amended.

The policy shall be endorsed to include the Town as additional insured and to provide that the coverage afforded under the policy shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. Such coverage shall be primary insurance, and any insurance carried by the Town or carried or provided through any insurance pool to which the Town belongs shall be excess and not contributory insurance to that provided by the Society. Upon the Town’s request, the Society shall promptly furnish the requesting entity with a certificate of insurance evidencing the insurance coverage required by this Paragraph.

8.5 Failure on the part of the Society to procure and maintain policies providing the required insurance coverage, conditions, and minimum limits provided in this Article shall constitute a material breach of this Agreement, for which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all sums so paid by the Town shall be repaid by the Society upon demand.

8.6 The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to the Town or its officers, agents or employees.
ARTICLE 9.0 - ASSIGNMENT OR SUBLETTING
9.1 The Society shall not assign its interests under this Lease nor sublet the Leased Premises, in whole or in part, without first obtaining the Town’s express written consent in each instance. In the event of any permitted assignment or subletting hereunder, the Society shall remain liable to the Town for the performance of all terms, covenants and provisions of this Lease, unless the Society is released in writing by the Town.

ARTICLE 10.0 - DEFAULT BY THE SOCIETY; REMEDIES
10.1 If the Society defaults in the performance of any of its obligations under this Lease, the Town may give written notice of such default to the Society. If the default is not cured within ten (10) days after such written notice is given, the Town may elect to terminate this Lease by giving a further written notice of such termination to the Society. If such further notice is given, this Lease shall terminate on the date fixed in such notice as completely as if that were the date herein definitely fixed for expiration of the term of this Lease, and the Society shall then surrender the Leased Property to the Town.

10.2 No remedy conferred upon or reserved to the Town shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

ARTICLE 11.0 - NOTICE
11.1 Except as otherwise expressly provided herein, all notices required or permitted under this Lease shall be in writing and shall be delivered in person or sent by United States certified mail return receipt requested. If sent by mail, a notice shall be deemed to have been properly given when deposited in any post office, branch post office, or mail depository regularly maintained by the United States Postal Service and sent by certified mail, return receipt requested, with postage thereon pre-paid, addressed as follows:

To the Town:  Town of Grand Lake
             Attn: Town Manager
             P. O. Box 99
             Grand Lake CO 80447

To the Society: Grand Lake Area Historical Society
               Attn: President
               P. O. Box 656
               Grand Lake, CO 80447
ARTICLE 12.0 - MISCELLANEOUS PROVISIONS

12.1 This Lease shall be construed under and shall be governed by the Laws of the State of Colorado, the District Court of Grand County which shall have exclusive jurisdiction over any court action arising therefrom.

12.2 This Lease embodies the entire agreement and understanding between the Parties relating to the subject matter hereof and may not be altered or amended except by a written document signed by both Parties and specifically referring hereto.

12.3 Except as otherwise expressly provided herein, this Lease and the rights and duties of the Town and the Society hereunder shall be binding upon and shall inure to the benefit of their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their signatures, effective the date first above mentioned.

TOWN OF GRAND LAKE

BY: __________________________
   James C. Peterson, Mayor

ATTEST: _______________________
   Erin O'Rourke, Town Clerk Pro Temp

GRAND LAKE AREA HISTORICAL SOCIETY

BY: __________________________
   Jim Cervenka, President

ATTEST: _______________________
   Blin Capps, Secretary

Lease Agreement
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LEASE AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of December, 2017 by and between the Town of Grand Lake ("Town") and the Grand Lake Area Historical Society ("Society")

ARTICLE 1.0 - RECITALS AND PURPOSE
1.1 Grand Lake ("Town") is the owner of the real property upon which its Grand Lake Center is located, situated in the Town of Grand Lake, County of Grand, State of Colorado, and more particularly described as follows:

- Plot A, Block 11, Grand Lake Estates, Second Filing (two modular units).
1.2 The Town is the owner of the modular buildings ("Structures") that have been placed on the premises.
1.3 The Town has determined that the premises are not currently needed for Town purposes.
1.4 The Society has requested permission to lease a portion of the modular building, for temporary use as an office space. The Town has determined that leasing of said Structure to the Society would serve a valid public purpose: helping to protect and preserve the history of the Town and community in the Grand Lake area.

NOW THEREFORE, in consideration of the Structures and the mutual promises and covenants set forth herein, the Parties agree as follows:

ARTICLE 2.0 - DEMISED PREMISES
2.1 For and in consideration of the performance of the covenants and agreement herein contained to be kept and performed by the Parties:

a. The Town hereby agrees to lease to the Society, and the Society hereby agrees to lease from the Town, two portions of the Structures located on Plot A, Block 11, Grand Lake Estates, Second Filing, hereinafter "Leased Premises", subject to all applicable land use, and building and zoning plans, codes, resolutions and regulations; and all reservations, exceptions, restrictions, covenants and easements of record or visible.

b. Specifically, the Parties agree that the center of the Structure shall be reserved for the Society's use, in addition to access to the remainder of the common areas within the Structure, including but not limited to the kitchen and restrooms.

Lease Agreement
-1-

P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099
PH. 970/627-3435
FAX 970/627-9290
E-MAIL town@townofgrandlake.com
2.2 The Society agrees to accept the Leased Premises "as is"; and the Town makes no warranty or representation, express or implied, with respect to the merchantability, condition, quality, design, operation, fitness for a particular purpose, or workmanship of the Leased Premises, in any respect whatsoever.

2.3 The Society agrees to be responsible for the utility costs associated with the Society's possession and use of the Leased Premises and to coordinate any shared utilities with the other users of the premises, so long as the parties leasing the facility pay all utilities.

ARTICLE 3.0 - TERM AND TERMINATION
3.1 The term of this Lease shall be for a period of one (1) year, commencing January 1, 2018 and ending at midnight on December 31, 2018, unless this Lease shall be sooner terminated in accordance with the other provisions hereof.

3.2 The Town may terminate this Lease at any time upon not less than Sixty (60) days written notice to the Society, if, in the Town's judgment, such termination is necessary for the Town's intended use of the Leased Premises, to permit the sale or transfer of the Leased Premises, or for any other reason deemed appropriate by the Town.

3.3 The Society may terminate this Lease at any time upon not less than Sixty (60) days written notice to Town, if, in the Society judgment, such termination is deemed appropriate by the Society.

ARTICLE 4.0 - RENT
4.1 So long as the Society is not in default under this Lease, it may possess the Leased Premises for Twelve Hundred Dollars ($1200), due and payable upon execution hereof.

4.2 If the Society shall be in default hereunder or if the Society holds over after the expiration or termination of this Lease, then rent shall accrue at the rate of Two Thousand Dollars ($2,000.00) per month, for each month or portion thereof from the date of the default or holding over occurs until the default is cured or the Society vacates the Leased Premises.

ARTICLE 5.0 - USE OF LEASED PREMISES; RESERVATION BY THE TOWN
5.1 The Society may occupy and use the Leased Premises for its inventorying items donated to the Society, maintaining its website and other general affairs relating to the Society. No other uses of the Leased Premises shall be permitted without the written consent of the Town.

Lease Agreement
5.2 The Society may use any furniture located in the Leased Premises that is not already being put to another use in the structure.

5.3 The Town reserves the right to enter upon the Leased Premises, upon twenty-four hours notice to the Society, at any reasonable time to inspect, show the Leased Premises to prospective purchasers, or for any other purpose deemed appropriate by the Town, so long as the exercise of such right of entry does not unreasonably interfere with the Society’s use of the Leased Premises.

5.4 The Town reserves the right to store anything that it deems desirable or necessary in the Leased Premises, as long as the storage of same does not unreasonably interfere with the Society’s use of the Leased Premises.

5.5 The Town reserves the right to lease any or the entire remaining portion of the Structure to whomever it deems appropriate and in the best interests of the community. In the event of such action by the Town, the Society shall have sole responsibility for replacing doors and locks, and making other arrangements, as the Society may deem appropriate, to secure its property.

ARTICLE 6.0 - PROTECTION OF PROPERTY; MAINTENANCE, ALTERATIONS AND IMPROVEMENTS

6.1 THE SOCIETY covenants and agrees:

a. Not to commit or permit the commission by others of any waste upon the Leased Premises;

b. Not to remove or allow any other person to remove any improvements or fixtures of any kind from the Leased Premises without the Town’s prior written consent;

c. To maintain the Leased Premises in a neat and orderly condition, and to prevent the accumulation of waste upon the Leased Premises, outside secured portions of the Premises, and blowing away of waste from the site.

d. The cost of all normal wear and tear in the leased premises, including regular maintenance and repairs, shall be the responsibility of the Society and other building tenants as appropriate, as the lessees.

Repair and maintenance costs that would result in an unreasonable burden to the Society (over $250 per occurrence or $500 per year), should be brought immediately to the attention of the Town for discussion of possible cost sharing arrangements.
6.2 The Society shall not make any other material alterations or improvements on or to the Leased Premises without the Town’s prior written consent. Any permanent improvements made to the real property by the Society during the lease term, shall be deemed a part of the real estate and, at the election of the Town, shall remain upon the Leased Premises at the expiration or termination of this Lease. If requested by the Town following the expiration or termination of this Lease, the Society shall promptly remove any improvements installed by the Society and shall restore the real property to the condition it was upon the commencement of this Lease.

ARTICLE 7.0 - TAXES
7.1 The Society shall pay any and all personal property, sales, use, withholding and other taxes with respect to the Society’s personal property and its operations on the Leased Premises.

ARTICLE 8.0 - INDEMNIFICATION AND INSURANCE
8.1 The Town shall not be liable for any injury or damage to person or property as a result of any act or event occurring upon or arising from the Leased Premises during the term of this Lease, if such injury or damage occurs as a direct or indirect result of the Society’s operations.

8.2 The Society agrees to indemnify and hold harmless the Town, their officers, agents, employees, insurers and/or self-insurance pools, from and against all liabilities, losses, claims, demands, damages and expenses, including reasonable attorney fees, incurred or suffered by the Town as a result of: (a) failure by the Society to perform any covenant required to be performed by the Society hereunder; (b) any accident, injury, or damage caused by, resulting from, arising out of or in any manner connected with the Society’s use of the Leased Premises; or (c) failure by the Society to comply with all requirements of any governmental authority.

8.3 The Society shall, at its expense, maintain general hazard insurance upon the Leased Premises to the full insurable value thereof. If desired, the Society shall also obtain and pay for hazard insurance coverage on its personal property kept upon the Leased Premises.
8.4 The Society agrees to obtain and keep in force, at the Society’s expense, during the entire term of this Lease, such liability insurance as will fully protect the Society from claims under Worker’s Compensation and other employee benefit laws for bodily injury and death and for property damage that may arise out of the Society’s operation of the Leased Premises. The Society shall also maintain, at its expense a policy of comprehensive general public liability and property damage insurance, providing coverage of the Society, the Town, for claims for damages for bodily injury, including wrongful death, as well as claims for property damages, which may arise from the ownership, maintenance, use or operation of the Leased Premises, whether or not the foregoing described use and activities be by the Society or by anyone directly or indirectly employed by the Society.

Such insurance shall be maintained in amounts of not less than $150,000.00 for injury to one person in any single occurrence and not less than $600,000.00 for injury to two or more persons in any single occurrence, or such larger amounts as correspond with the recovery limits applicable to governmental entities under C.R.S. § 24-10-114 (1) as the same may be from time to time amended.

The policy shall be endorsed to include the Town as additional insured and to provide that the coverage afforded under the policy shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town. Such coverage shall be primary insurance, and any insurance carried by the Town or carried or provided through any insurance pool to which the Town belongs shall be excess and not contributory insurance to that provided by the Society. Upon the Town’s request, the Society shall promptly furnish the requesting entity with a certificate of insurance evidencing the insurance coverage required by this Paragraph.

8.5 Failure on the part of the Society to procure and maintain policies providing the required insurance coverage, conditions, and minimum limits provided in this Article shall constitute a material breach of this Agreement, for which the Town may immediately terminate this Agreement, or at its discretion, the Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all sums so paid by the Town shall be repaid by the Society upon demand.

8.6 The Parties understand and agree that the Town is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended, or otherwise available to the Town or its officers, agents or employees.
ARTICLE 9.0 - ASSIGNMENT OR SUBLETTING

9.1 The Society shall not assign its interests under this Lease nor sublet the Leased Premises, in whole or in part, without first obtaining the Town's express written consent in each instance. In the event of any permitted assignment or subletting hereunder, the Society shall remain liable to the Town for the performance of all terms, covenants and provisions of this Lease, unless the Society is released in writing by the Town.

ARTICLE 10.0 - DEFAULT BY THE SOCIETY; REMEDIES

10.1 If the Society defaults in the performance of any of its obligations under this Lease, the Town may give written notice of such default to the Society. If the default is not cured within ten (10) days after such written notice is given, the Town may elect to terminate this Lease by giving a further written notice of such termination to the Society. If such further notice is given, this Lease shall terminate on the date fixed in such notice as completely as if that were the date herein definitely fixed for expiration of the term of this Lease, and the Society shall then surrender the Leased Property to the Town.

10.2 No remedy conferred upon or reserved to the Town shall exclude any other remedy herein or by law provided, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity.

ARTICLE 11.0 - NOTICE

11.1 Except as otherwise expressly provided herein, all notices required or permitted under this Lease shall be in writing and shall be delivered in person or sent by United States certified mail return receipt requested. If sent by mail, a notice shall be deemed to have been properly given when deposited in any post office, branch post office, or mail depository regularly maintained by the United States Postal Service and sent by certified mail, return receipt requested, with postage thereon pre-paid, addressed as follows:

To the Town: Town of Grand Lake
            Attn: Town Manager
            P. O. Box 99
            Grand Lake CO 80447

To the Society: Grand Lake Area Historical Society
              Attn: President
              P. O. Box 656
              Grand Lake, CO 80447

Lease Agreement
-6-
ARTICLE 12.0 - MISCELLANEOUS PROVISIONS

12.1 This Lease shall be construed under and shall be governed by the Laws of the State of Colorado, the District Court of Grand County which shall have exclusive jurisdiction over any court action arising therefrom.

12.2 This Lease embodies the entire agreement and understanding between the Parties relating to the subject matter hereof and may not be altered or amended except by a written document signed by both Parties and specifically referring hereto.

12.3 Except as otherwise expressly provided herein, this Lease and the rights and duties of the Town and the Society hereunder shall be binding upon and shall inure to the benefit of their respective successors and permitted assigns.

IN WITNESS WHEREOF, the Parties have hereto subscribed their signatures, effective the date first above mentioned.

TOWN OF GRAND LAKE

BY: [Signature]
James C. Peterson, Mayor

ATTEST:
[Signature]
Erin O’Rourke, Town Clerk Pro Tem

GRAND LAKE AREA HISTORICAL SOCIETY

BY: [Signature]
Jim Cervenka, President

ATTEST:
[Signature]
Blin Capps, Secretary

Lease Agreement -7-
December 11, 2017

To: Mayor Burke and Town Trustees

From: Jim White, Town Manager

RE: Hilly Lawn/2018 Agreement

PURPOSE

The town has contracted with Hilly Lawn Garden Service for a number of years now. This Agreement memorializes the 2.5% increase to $34,930 granted during the budget planning for fiscal year 2018. This culminated with the budget approval on November 27, 2017. Carol Ann Thompson and Carla Lawn are asking to continue with this service during the months of May through October in 2018.

STAFF COMMENTS and RECOMMENDATION

Staff is bringing forward the recommendation to continue with this service throughout the 2018 season (May through October). The efforts of Hilly Lawn have added to the aesthetic beauty of Grand Lake in the past and we expect this to continue again this year. Modifications have been made to the Agreement to identify the properly adjusted dollar amounts and reflect confirmation of insurance coverage amounts. We have received the updated Certificate of Liability Insurance from Six and Geving Insurance, Inc. reflecting the levels of insurance coverage, as are now reflected in the Agreement. Please note, the termination of the agreement clause (by either party) has been amended to 30 days notice rather than 10 days notice.

SUGGESTED MOTION

I move to approve the Agreement for Landscaping and Gardening Services with Carol Thompson and Carla Lawn, dba Hilly Lawn Gardening, during 2018 (May through October) reflecting the 2.5% increase to $34,930.
AGREEMENT FOR LANDSCAPING AND GARDENING SERVICES

THIS AGREEMENT, dated this 11th day of December, 2017, is by and between the Town of Grand Lake (Town) and Carol Ann Thompson and Carla Lawn, d/b/a Hilly Lawn, 9921 Highway 34, #31, Grand Lake, Colorado (Landscaeper) for contract gardening and landscaping services:

WITNESSETH:

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

1) Landscaeper is hired by the Town for contract gardening and landscaping. Total compensation for the period of this Contract shall be Thirty Four Thousand Nine Hundred and Thirty Dollars ($34,930), which shall be prorated over six months in equal payments ($5,821.66), beginning in June (for month of May) and ending in November (for month of October). It shall be the Landscaeper’s responsibility to bill the Town in accordance with the Town’s normal billing/accounts payable cycles.

2) General supplies, including plants, fertilizer, plant food, etc., whether purchased by the Landscaeper and reimbursed by the Town or charged to a Town credit account, shall not exceed Five Thousand Dollars ($5,000). Landscaeper shall keep a written record of all supplies purchased. Any reimbursement or expenditures in excess of these amounts must be approved in advance, in writing, by the Town Manager.

3) During the active contract season, which traditionally encompasses the months of May through October, the landscaeper(s) will be allotted 300 gallons fuel for the season for the landscaepers’ personally owned vehicles. The Public Works Director shall provide the fuel from Town reserves and the Public Works Director and the Landscaeper each shall keep a record of the fuel allotted to the landscaepers’ vehicles.

4) Landscaeper is classified as a contract laborer. As such, the Town shall not withhold taxes nor contribute FICA or Workers’ Compensation insurance for, or on behalf of, Landscaeper. Landscaeper shall not be entitled to vacation pay, sick leave, holiday pay, or other benefits accorded to regular employees as the same are defined in the Town’s personnel policies. It is understood that Landscaeper will supply, if applicable, its own Workers’ Compensation coverage.

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

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

1. Commercial General Liability
   1. Bodily Injury and Property Damage
      $2,000,000 each occurrence
      $4,000,000 aggregate
   2. Personal Injury
      $2,000,000 each occurrence
      $4,000,000 aggregate

2. Commercial Automobile Liability
   1. Bodily Injury & Property Damage (Combined Single Limit)
      $1,000,000 any one accident or loss

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

8) Landscaper’s work shall be coordinated with, and overseen by, the Town’s Public Works Director with policy guidance from the Town’s Greenways Committee.

9) Landscaper will comply with all local, State and Federal laws and regulations.

10) This Agreement may be terminated by either party upon ten (30) days written notice.

11) This Agreement shall be in force and effect beginning on May 1, 2018 and shall terminate on or before December 31, 2018 with the understanding that there is a budget amount of $34,930 for landscaping services, plus $5,000 for supplies, which may not be exceeded in the fiscal year 2018, unless authorized in advance, in writing, by the Town Manager.

TOWN OF GRAND LAKE

By: ________________________________
   Jim White, Town Manager

By: ________________________________
   Carol Ann Thompson

By: ________________________________
   Carla Lawn
Agreement, whether such performance be by the Landscaper or by someone directly or indirectly retained or employed by Landscaper or by anyone for whose acts, errors, or omissions any of them may be liable. A copy of all policies or signed certificates of insurance shall be on file with the Town at all times, shall be appropriately endorsed to give the Town a minimum of thirty (30) days notice of cancellation or intention of non-renewal or restriction of coverage, and shall be statutory in conformance with the laws of the State of Colorado. Such insurances required herein shall be written for limits as follows:

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   1. Bodily Injury and Property Damage
      $2,000,000 each occurrence
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   2. Personal Injury
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   1. Bodily Injury & Property Damage (Combined Single Limit)
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TOWN OF GRAND LAKE

By: Jim White, Town Manager

By: Carol Ann Thompson

By: Carla Lawn
TO: Mayor Peterson and Town Trustees
FROM: Erin Ackerman, Town Treasurer
DATE: December 11, 2017
RE: Engagement Letter with Dazzio & Associates, PC

Dazzio & Associates, PC has submitted a letter of engagement outlining the terms and objectives as well as the nature and limitation of services to be provided in connection with the 2017 audit. The fee for the December 31, 2017 audit engagement is set not to exceed $12,600 (no increase). This pricing is based on the assumption that no unexpected circumstances will be encountered during the audit that would require significant additional time. Out-of-pocket expenses are included in this not to exceed amount.

Staff recommends the Board of Trustees authorize the Mayor and Town Manager to sign the Engagement Letter with Dazzio & Associates, PC for the December 31, 2017 audit.
November 28, 2017

To the Board of Trustees and Management
Town of Grand Lake, Colorado
1026 Park Avenue
PO Box 99
Grand Lake, Colorado 80447-0099

We are pleased to confirm our understanding of the services we are to provide the Town of Grand Lake, Colorado (the Town) for the year ended December 31, 2017. We will audit the financial statements of the governmental activities, the business-type activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town as of and for the year ended December 31, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the Town’s basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. As part of our engagement, we will apply certain limited procedures to the Town’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1) Management’s Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies the Town’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

1) Individual Budget to Actual Schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor’s report will not provide an opinion or any assurance on that other information:

1) Local Highway Finance Report
Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Town's financial statements. Our report will be addressed to the Honorable Mayor and the Board of Trustees of the Town. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.
Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the Town in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior
management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We expect to begin our audit on approximately March 26, 2018 and to issue our reports no later than April 27, 2018. Stephen Dazzio is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed $12,600. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Termination/Cancelation

Either party may terminate this agreement with or without cause at any time upon thirty (30) days notice to the other party.

Accountant-Client Privilege

We understand and agree to fully comply with the accountant-client privilege set forth in section 13-90-107(f), C.R.S., in connection with all work performed for the Town or relating in any manner to the Town.

We appreciate the opportunity to be of service to the Town and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Dazzio & Associates, P.C.
RESPONSE:

This letter correctly sets forth the understanding of the Town of Grand Lake, Colorado.

Management signature: [Signature]
Title: Town Manager
Date: 12/20/17

Board Member signature: [Signature]
Title: Mayor - Town of Grand Lake
Date: 12-19-17

FILE DEC 11
MTG MINUTES
FILE AGREEMENTS
TO: Mayor Peterson and Town Trustees

From: Nathaniel Shull, Town Planner

Date: December 11, 2017

RE: Adoption of Ordinance XX-2017;

Mayor and Board of Trustees,

Town Staff has drafted an ordinance which seeks to amend certain sections of the Municipal Code pertaining to regulations for zoning districts – building heights and area standards. The amendments being proposed are to reformat the narrative text of these regulations into graphic tables for the purpose of aiding in Code comprehension and interpretation by elected officials, town staff, and the general public, as well as helping to reduce the total number of pages of the Municipal Code.

The draft ordinance is included in this packet. Staff requests you read the ordinance over and perform any one of the following actions.

- Adopt the ordinance as written;
- Request the ordinance be revised and brought back at a later meeting;
- Not adopt the ordinance

Regards,

Nathaniel J. Shull

Town Planner
TOWN OF GRAND LAKE
ORDINANCE NO. XX-2017

AN ORDINANCE AMENDING CERTAIN PARTS OF THE TOWN OF GRAND LAKE
MUNICIPAL CODE 12-2-8 [ZONING REGULATIONS] REGULATIONS OF OPEN DISTRICT
MUNICIPAL CODE 12-2-9 [ZONING REGULATIONS] REGULATIONS FOR RESIDENTIAL
ESTATE DISTRICT – RE;
MUNICIPAL CODE 12-2-10 [ZONING REGULATIONS] REGULATIONS FOR SINGLE
FAMILY RESIDENTIAL DISTRICT – LOW DENSITY – RSL;
MUNICIPAL CODE 12-2-11 [ZONING REGULATIONS] REGULATIONS FOR SINGLE
FAMILY RESIDENTIAL DISTRICT – MEDIUM DENSITY – RSM;
MUNICIPAL CODE 12-2-12 [ZONING REGULATIONS] REGULATIONS FOR SINGLE
FAMILY RESIDENTIAL DISTRICT – HIGH DENSITY – RSH;
MUNICIPAL CODE 12-2-13 [ZONING REGULATIONS] REGULATIONS FOR MULTIPLE
FAMILY RESIDENTIAL DISTRICT – LOW DENSITY – MLD;
MUNICIPAL CODE 12-2-14 [ZONING REGULATIONS] REGULATIONS FOR MULTIPLE
FAMILY RESIDENTIAL DISTRICT – MEDIUM DENSITY – MMD;
MUNICIPAL CODE 12-2-15 [ZONING REGULATIONS] REGULATIONS FOR MULTIPLE
FAMILY RESIDENTIAL DISTRICT – HIGH DENSITY – MHD;
MUNICIPAL CODE 12-2-16 [ZONING REGULATIONS] REGULATIONS FOR MOBILE
HOME RESIDENTIAL DISTRICT – HM;
MUNICIPAL CODE 12-2-17 [ZONING REGULATIONS] REGULATIONS FOR
COMMERCIAL TRANSITIONAL DISTRICT – CT;
MUNICIPAL CODE 12-2-18 [ZONING REGULATIONS] REGULATIONS FOR
COMMERCIAL DISTRICT – C;
MUNICIPAL CODE 12-2-19 [ZONING REGULATIONS] REGULATIONS FOR LIGHT
INDUSTRIAL DISTRICT – IL;
MUNICIPAL CODE 12-2-20 [ZONING REGULATIONS] REGULATIONS FOR GENERAL
INDUSTRIAL DISTRICT – IG;
MUNICIPAL CODE 12-2-21 [ZONING REGULATIONS] REGULATIONS FOR RESORT
DISTRICT – RST;
MUNICIPAL CODE 12-2-22 [ZONING REGULATIONS] REGULATIONS FOR
RECREATIONAL VEHICLE PARK – RVP;
MUNICIPAL CODE 12-2-24 [ZONING REGULATIONS] REGULATIONS FOR PUBLIC
DISTRICT – PUB;
MUNICIPAL CODE 12-2-2(A)(b) [ZONING REGULATIONS] SUPPLEMENTAL
REGULATIONS FOR SETBACK, HEIGHT AND AREA

WHEREAS, the Board of Trustees of the Town of Grand Lake ("the Board"), Colorado,
pursuant to Colorado state 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 Town of Grand
Lake, CO; and,
WHEREAS, the authority of the Board includes, but is not limited to, adopting ordinances and resolutions, including those that amend, repeal, or in any way affect the Code, which may include changes made to formatting of the content and/or language found within the Code; and,

WHEREAS, the Town seeks to reformat certain subsections of Chapter 12, Article 2 pertaining to regulations for zone districts - Building Height Limits and Area Regulations, and;

WHEREAS, the Municipal Code shall be revised for the purpose of converting narrative text to graphic tables to aid in comprehension by elected officials, town staff, and the general public, as well as to help reduce the total number of pages of the Municipal Code.

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

THAT, Sections 12-2-8 to 12-2-24, excluding 12-2-23, and Section 12-2-27(A)(2)(b) of the Grand Lake Municipal Code are hereby amended to read as attached herein.

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 of the remaining portions of this Ordinance. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

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.


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

ATTEST:  

Erin O'Rourke  
Town Clerk Pro-Tem

TOWN OF GRAND LAKE

James C. Peterson,  
Mayor
12-2-8 Regulations of Open District – Q

The regulations set forth in this Section, or set elsewhere in this Article when referred to in this Section are the District Regulations in the Q - Open District.

(A) Uses Permitted by Right

1. Single Family dwelling unit and one (1) horse per parcel of land of not less than one (1) acre in area, subject to health and nuisance laws.
2. Home occupations.
3. Churches, schools, libraries, community centers, public parks and other public buildings and public or quasi-public recreational facilities.
4. Educational, religious and philanthropic institutions, but not including penal or mental institutions.
5. Accessory buildings and uses customarily incident to the uses permitted in this district.

(B) Conditional Uses

1. Enterprises or uses of the same nature of class or similar uses as those listed above in paragraph (a), "Uses Permitted by Right", which in the opinion of the Planning Commission, as evidenced by a resolution of record, is not more obnoxious or detrimental to the welfare of the area than those listed in said paragraph (a).
2. Hospitals.
4. Fire stations, police stations and telephone exchanges.
5. Water reservoirs, water storage tanks, water pumping stations sewer lift stations and wireless towers.
6. Commercial and public parking lots.
7. Airports, provided:
   (a) They do not endanger the immediate area;
   (b) They meet all local, State and Federal regulations.
8. The Commission may, in addition, prescribe any additional conditions regarding intensity or limitation of use, appearance, hours of operation, setbacks or required open space, or other such conditions which may be deemed necessary by the Planning Commission.
9. Nightly Rentals will be treated as a conditional use when an objection has been raised as to the use by right. See 12-2-31(B) Nightly Rental Conditional Use Permits.

(C) Zoning Standards: Except as provided in Section 12-2-27, the area regulations are as follows:

<table>
<thead>
<tr>
<th>Standard Type</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>One (1) acre or more dwellings units</td>
</tr>
<tr>
<td></td>
<td>One half (1/2) acre for all other permitted uses</td>
</tr>
<tr>
<td></td>
<td>One (1) acre for all conditional uses</td>
</tr>
<tr>
<td>Minimum Lot</td>
<td>125' for each dwelling</td>
</tr>
<tr>
<td>-------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Frontage</td>
<td>800 sq. ft. per dwelling unit</td>
</tr>
<tr>
<td>Minimum Floor Area</td>
<td>800 sq. ft. per dwelling unit</td>
</tr>
<tr>
<td>Minimum Setback</td>
<td>Front 50'</td>
</tr>
<tr>
<td>Rear No &lt; 25% of lot depth for all principal structures and 10' for all accessory structures</td>
<td></td>
</tr>
<tr>
<td>Maximum Height</td>
<td>22' for single family dwelling</td>
</tr>
<tr>
<td>Density</td>
<td>N/A</td>
</tr>
</tbody>
</table>

(C) Building Height Limit:

Except as provided in Section 12-2-27, the height regulations are as follows:
1. No single-family dwelling unit shall exceed thirty-two feet (32') in height.
2. All accessory structures shall not exceed thirty-five feet (35') in height.
3. Minimum height regulations lesser than those provided herein may be set forth by special airport zoning regulations for buildings in an airport approach zone.

(B) Area Regulations:

Except as provided in Section 12-2-27, the area regulations are as follows:
1. Minimum Floor Area:
   - Eight Hundred (800) square feet per dwelling unit.
2. Minimum Lot Area
   - (a) One (1) acre per dwelling unit.
   - (b) One-half (1/2) acre for all other uses permitted by right.
   - (c) For all conditional uses, one (1) acre unless otherwise specified by the Planning Commission.
3. Minimum Lot Frontage
   - (a) One Hundred Twenty-Five Feet (125') for each dwelling unit.
   - (b) One Hundred Feet (100') for other principal structures.
4. Minimum Front Yard
   - Measured from the front property line there shall be a front yard of not less than Fifty (50') feet for all structures.
5. Minimum Rear Yard
   - Measured from the rear property line every principal building shall have a rear yard of not less than Twenty-Five percent (25%) of the depth of the lot and for every accessory building there shall be a rear yard of not less than ten feet (10').
6. Minimum Side Yard
   - Measured from the side property lines there shall be side yards of not less than fifteen feet (15') on each side of the lot.
12-2-0 Regulations for Residential Estate District – RE

The regulations set forth in this Section, or set forth elsewhere in this Article, when referred to in this Section, are the District Regulations in the RE - Residential Estate District.

(A) Uses Permitted by Right

1. Single Family and Accessory Dwelling Units (ADUs).
2. Home occupations.
3. Domestic animals, provided such animals are household pets and that kennels are not maintained.
4. One horse per acre of land, not less than one (1) acre in area, subject to health and nuisance laws.
5. Fences, hedges, and walls, provided such uses are located where they will not obstruct motorists' vision at street intersections.
6. Accessory buildings and uses customarily incident to the uses permitted in this district.
7. Nightly Rentals in the Single Family Residence only. Nightly Rentals will not be permitted in Accessory Dwelling Units (ADUs).
8. Historic structures.

(B) Conditional Uses

1. Public Utilities.
2. Fire stations, police stations and telephone exchanges.
3. Water reservoirs, water storage tanks, water pumping stations, sewer lift stations and wireless towers.
4. Churches, school, libraries, community centers, public parks and other public buildings and public or quasi-public recreational facilities.
5. Educational, religious and philanthropic institutions, but not including penal or mental institutions.
6. The Commission may in addition prescribe any additional conditions regarding intensity or limitation of use, appearance, hours of operation, setbacks or required open space, or other such conditions which may be deemed necessary by the Planning Commission.
7. Nightly Rentals will be treated as a conditional use when an objection has been raised as to the use by right. See 12-2-31(D) Nightly Rental Conditional Use Permits.
8. Bed and Breakfasts

(C) Zoning Standards: Except as provided in Section 12-2-27, the area regulations are as follows:

<table>
<thead>
<tr>
<th>Standard Type</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>One (1) acre per dwelling unit</td>
</tr>
<tr>
<td></td>
<td>One (1) acre for all conditional uses</td>
</tr>
<tr>
<td>Minimum Lot Frontage</td>
<td>60'</td>
</tr>
<tr>
<td>Minimum Floor Area</td>
<td>1,700 sq ft per single family dwelling</td>
</tr>
<tr>
<td>---------------------</td>
<td>---------------------------------------</td>
</tr>
<tr>
<td>Maximum Floor Area</td>
<td>Governed by zoning standard</td>
</tr>
<tr>
<td>Minimum Setback</td>
<td>Front 25'</td>
</tr>
<tr>
<td>Maximum Height</td>
<td>32'</td>
</tr>
<tr>
<td>Density</td>
<td>One single family home and one accessory dwelling unit per acre</td>
</tr>
</tbody>
</table>

(C) Building Height Limit

Except as provided in Section 12-2-27, the height regulations are as follows:

No dwelling or other structure shall exceed thirty-two feet (32') in height.

(D) Area Regulations

Except as provided in Section 12-2-27, the area regulations are as follows:

1. Minimum and Maximum Floor Area
   (a) Single-Family-Dwelling Unit
      1. Minimum: Twelve hundred square feet (1,200 sq. ft.) per dwelling unit.
      2. Maximum: Governed by this Section.
   (b) Accessory Dwelling Unit (ADU)
      1. Minimum: Five hundred square feet (500 sq. ft.) per dwelling unit.
      2. Maximum: Twelve hundred square feet (1,200 sq. ft.) per dwelling unit.

2. Minimum Lot Area
   (a) Forty-Three Thousand Five Hundred Sixty-square feet (43,560 sq. ft.) per dwelling unit.
   (b) For all institutional uses, Forty-Three Thousand Five Hundred Sixty-square feet (43,560 sq. ft.), unless otherwise specified by the Planning Commission.

3. Minimum Lot Frontage: Sixty Feet (60').

4. Minimum Front Yard: Measured from the front property line there shall be a front yard of not less than twenty-five feet (25') for all structures.

5. Minimum Rear Yard: Measured from the rear property line every principal or accessory building shall have a rear yard of not less than fifteen feet (15').

6. Minimum Side Yard: Measured from the side property lines there shall be side yards of not less than fifteen feet (15') on each side of the lot.
7. Density
   Density shall not exceed One (1) Single Family and One (1) Accessory Dwelling Unit per parcel.

12-2-10 Regulations for Single Family Residential – Low Density – RSL
   The regulations set forth in this Section, or set forth elsewhere in this Article, when referred to in this Section, are the District Regulations in the RSL - Single Family Residential, Low Density District.

(A) Uses Permitted by Right
   1. Single Family and Accessory Dwelling Units (ADUs).
   2. Home occupations
   3. Domestic animals, provided such animals are household pets and that kennels are not maintained.
   4. Fences, hedges, and walls, provided such uses are located where they will not obstruct motorists' vision at street intersections.
   5. Accessory buildings and uses customarily incident to the uses permitted in this district.
   6. Nightly Rentals in the Single Family Residence only. Nightly Rentals will not be permitted in Accessory Dwelling Units (ADUs).
   7. Historic structures.

(B) Conditional Uses
   1. Public Utilities.
   2. Fire stations, police stations and telephone exchanges.
   3. Water reservoirs, water storage tanks, water pumping stations, sewer lift stations and wireless towers.
   4. The Commission may in addition prescribe any additional conditions regarding intensity or limitation of use, appearance, hours of operation, setbacks or required open space, or other such conditions which may be deemed necessary by the Planning Commission.
   5. Nightly Rentals will be treated as a conditional use when an objection has been raised as to the use by right. See 12-2-31(B)4 Nightly Rental Conditional Use Permits.
   6. Bed and Breakfasts

(C) Zoning Standards: Except as provided in Section 12-2-27, the area regulations are as follows:

<table>
<thead>
<tr>
<th>Standard Type</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>14,000 sq. ft. per</td>
</tr>
<tr>
<td></td>
<td>dwelling unit</td>
</tr>
<tr>
<td></td>
<td>14,000 sq. ft. for all</td>
</tr>
<tr>
<td></td>
<td>conditional uses</td>
</tr>
<tr>
<td>Minimum Lot Frontage</td>
<td>30 ft.</td>
</tr>
<tr>
<td>Minimum Floor Area</td>
<td>1,000 sq. ft. per single</td>
</tr>
<tr>
<td></td>
<td>500 sq. ft. per accessory</td>
</tr>
<tr>
<td></td>
<td>family dwelling</td>
</tr>
<tr>
<td></td>
<td>dwelling unit</td>
</tr>
<tr>
<td>Maximum Floor Area</td>
<td>Governed by zoning</td>
</tr>
<tr>
<td></td>
<td>1,000 sq. ft. per accessory</td>
</tr>
<tr>
<td></td>
<td>standards</td>
</tr>
</tbody>
</table>
(C) Building Height Limit

Except as provided in Section 12-2-27, the height regulations are as follows:

No dwelling or other structure shall exceed thirty-two feet (32') in height.

(D) Area Regulations

Except as provided in Section 12-2-27, the area regulations are as follows:

1. Minimum and Maximum Floor Area

   (a) Single Family Dwelling Unit

      1. Minimum: One Thousand square feet (1,000 sq. ft.) per Dwelling Unit.
      2. Maximum: Governed by this Section.

   (b) Accessory Dwelling Unit (ADU)

      1. Minimum: Five hundred square feet (500 sq. ft.) per Dwelling Unit.
      2. Maximum: One Thousand square feet (1,000 sq. ft.) per Dwelling Unit.

2. Minimum Lot Area

   (a) Fourteen Thousand square feet (14,000 sq. ft.) per dwelling unit.

   (b) For all conditional uses, Fourteen Thousand square feet (14,000 sq. ft.) unless otherwise specified by the Planning Commission.

3. Minimum Lot Frontage

   Sixty Feet (60').

4. Minimum Front Yard

   Measured from the front property line there shall be a front yard of not less than Twenty Five Feet (25') for all structures.

5. Minimum Rear Yard

6. Measured from the rear property line every principal or accessory building shall have a rear yard of not less than Fifteen Feet (15').

7. Minimum Side Yard

8. Measured from the side property line there shall be side yards of not less than Seventeen Feet (17') on each side of the lot.

9. Density

10. Density shall not exceed One (1) Single Family and One (1) Accessory Dwelling Unit per acre.

CHAPTER 12: LAND USE REGULATIONS
ARTICLE 2: ZONING REGULATIONS
Regulations for Single Family Residential District – Medium Density - RSM

The regulations set forth in this Section, or set forth elsewhere in this Article, when referred to in this Section, are the District Regulations in the RSM - Single Family Residential District - Medium Density.

(A) Uses Permitted by Right
1. Single Family and Accessory Dwelling Units (ADUs).
2. Home occupations
3. Domestic animals, provided such animals are household pets and that kennels are not maintained.
4. Fences, hedges, and walls, provided such uses are located where they will not obstruct motorists' vision at street intersections.
5. Accessory buildings used customarily incident to the uses permitted in this district.
6. Nightly Rentals in the Single Family Residence only: Nightly Rentals will not be permitted in Accessory Dwelling Units (ADUs).
7. Historic structures.

(B) Conditional Uses
1. Public Utilities.
2. Fire stations, police stations and telephone exchanges.
3. Water reservoirs, water storage tanks, water pumping stations, sewer lift stations and wireless towers.
4. The Commission may in addition prescribe any additional conditions regarding intensity or limitation of use, appearance, hours of operation, setbacks or required open space, or other such conditions which may be deemed necessary by the Planning Commission.
5. Nightly Rentals will be treated as a conditional use when an objection has been raised as to the use by right. See 12-2-31(B)5 Nightly Rental Conditional Use Permits.
6. Bed and Breakfasts

(C) Zoning Standards: Except as provided in Section 12-2-27, the area regulations are as follows:

<table>
<thead>
<tr>
<th>Standard Type</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>8,500 sq. ft. per single</td>
</tr>
<tr>
<td></td>
<td>8,500 sq. ft. for all</td>
</tr>
<tr>
<td>Frontage</td>
<td>60'</td>
</tr>
<tr>
<td>Minimum Floor Area</td>
<td>500 sq. ft. per single</td>
</tr>
<tr>
<td></td>
<td>family dwelling</td>
</tr>
<tr>
<td></td>
<td>dwelling unit</td>
</tr>
<tr>
<td>Maximum Floor Area</td>
<td>800 sq. ft. per single</td>
</tr>
<tr>
<td></td>
<td>family dwelling</td>
</tr>
<tr>
<td></td>
<td>dwelling unit</td>
</tr>
<tr>
<td>Minimum Setback</td>
<td>From 25'</td>
</tr>
<tr>
<td>Maximum Height</td>
<td>32'</td>
</tr>
<tr>
<td>Density</td>
<td>One single family dwelling</td>
</tr>
<tr>
<td></td>
<td>and</td>
</tr>
</tbody>
</table>

CHAPTER 12: CHAP/13: LAND USE REGULATIONS/LAND USE REGULATIONS
ARTICLE 2: ARTICLE 2: ZONING REGULATIONS/ZONING REGULATIONS

370
(C) Building Height Limit

Except as provided in Section 12-2-27, the height regulations are as follows:

No dwelling or other structure shall exceed thirty-two feet (32') in height.

(D) Area Regulations

Except as provided in Section 12-2-27, the area regulations are as follows:

1. Minimum and Maximum Floor-Area

   a. Single Family Dwelling Unit

      1. Minimum: Eight Hundred square feet (800 sq. ft.) per Dwelling Unit.
      2. Maximum: Governed by this Section.

   b.Accessory Dwelling Unit (ADU)

      1. Minimum: Five hundred square feet (500 sq. ft.) per Dwelling Unit.
      2. Maximum: Eight Hundred square feet (800 sq. ft.) per Dwelling Unit.

2. Minimum Lot Area

   a. Eight Thousand Five hundred Square Feet (8,500 sq. ft.) per dwelling unit.

   b. For all conditional uses, Eight Thousand Five Hundred Square Feet (8,500 sq. ft.) unless otherwise specified by the Planning Commission.

3. Minimum Lot Frontage

   Sixty Feet (60').

4. Minimum Front Yard

   Measured from the front property line there shall be a front yard of not less than Twenty-Five Feet (25') for all structures.

5. Minimum Rear Yard

   Measured from the rear property line every principal or accessory building shall have a rear yard of not less than Ten Feet (10').

6. Minimum Side Yard

   Measured from the side property lines there shall be side yards of not less than Ten Feet (10') on each side of the lot.

7. Density

   Density shall not exceed One (1) Single Family and One (1) Accessory Dwelling Unit per acre.

12-2-12 Regulations for Single Family Residential - High Density - RSH

The regulations set forth in this Section, or set forth elsewhere in this Article, when referred to in this Section, are the District Regulations in the RSH - Single Family Residential District - High Density.

CHAPTER 12: LAND USE REGULATIONS

ARTICLE 2: ZONING REGULATIONS

ARTICLE 3: ZONING REGULATIONS
(A) Uses Permitted by Right
1. Single Family and Accessory Dwelling Units (ADUs).
2. Home occupations
3. Domestic animals, provided such animals are household pets and that kennels are not maintained.
4. Fences, hedges, and walls, provided such uses are located where they will not obstruct motorists' vision at street intersections.
5. Accessory buildings and uses customarily incident to the uses permitted in this district.
6. Nightly Rentals in the Single Family Residence only. Nightly Rentals will not be permitted in Accessory Dwelling Units (ADUs).
7. Historic structures.

(B) Conditional Uses
1. Public Utilities.
2. Fire stations, police stations and telephone exchanges.
3. Water reservoirs, water storage tanks, water pumping stations, sewer lift stations and wireless towers.
4. The Commission may in addition prescribe any additional conditions regarding intensity or limitation of use, appearance, hours of operation, setbacks or required open space, or other such conditions which may be deemed necessary by the Planning Commission.
5. Nightly Rentals will be treated as a conditional use when an objection has been raised as to the use by right. See 12-2-31 (B) Nightly Rental Conditional Use Permits
6. Bed and Breakfasts

(C) Zoning Standards: Except as provided in Section 12-2-27, the area regulations are as follows:

<table>
<thead>
<tr>
<th>Standard Type</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>3,000 sq. ft. per single family home</td>
</tr>
<tr>
<td></td>
<td>5,000 sq. ft. for all conditional uses</td>
</tr>
<tr>
<td>Minimum Lot Frontage</td>
<td>50'</td>
</tr>
<tr>
<td>Minimum Floor Area</td>
<td>800 sq. ft. per single family home</td>
</tr>
<tr>
<td></td>
<td>500 sq. ft. per accessory dwelling unit</td>
</tr>
<tr>
<td>Maximum Floor Area</td>
<td>Governed by zoning standards</td>
</tr>
<tr>
<td></td>
<td>800 sq. ft. per accessory dwelling unit</td>
</tr>
<tr>
<td>Minimum Setback</td>
<td>Front 25' Side 10' Rear 10'</td>
</tr>
<tr>
<td>Maximum Height</td>
<td>20'</td>
</tr>
</tbody>
</table>

(D) Building Height Limit

CHAPTER 12: LAND USE REGULATIONS | LAND USE REGULATIONS
ARTICLE 2: ARTICLE 2, ZONING REGULATIONS | ZONING REGULATIONS
Except as provided in Section 12-2-27, the height regulations are as follows:

No dwelling or other structure shall exceed thirty-two feet (32') in height.

(D) Area Regulations

Except as provided in Section 12-2-27, the area regulations are as follows:

1. Minimum and Maximum Floor Area
   a. Single Family Dwelling Unit
      1. Minimum: Eight Hundred square feet (800 sq.-ft.) per Dwelling Unit;
      2. Maximum: Governed by this Section.
   b. Accessory Dwelling Unit (ADU)
      1. Minimum: Five hundred square feet (500 sq.-ft.) per Dwelling Unit;
      2. Maximum: Eight Hundred square feet (800 sq.-ft.) per Dwelling Unit;

2. Minimum Lot Area
   a. Five Thousand square feet (5,000 sq.-ft.) per dwelling unit;
   b. For all conditional uses, Five Thousand Square Feet (5,000 sq.-ft.) unless otherwise specified by the Planning Commission.

3. Minimum Lot Frontage
   Fifty Feet (50');

4. Minimum Front Yard
   Measured from the front property line there shall be a front yard of not less than Twenty-Five Feet (25') for all structures.

5. Minimum Rear Yard
   Measured from the rear property line every principal or accessory building shall have a rear yard of not less than Ten Feet (10');

6. Minimum Side Yard
   Measured from the side property lines there shall be side yards of not less than Ten Feet (10') on each side of the lot.

7. Density
   Density shall not exceed One (1) Single Family and One (1) Accessory Dwelling Unit per acre.

12-2-13 Regulations for Multiple Family Residential District - Low Density - ML-D

The regulations set forth in this Section, or set forth elsewhere in this Article, when referred to in this Section, are the District Regulations in the RML - Multiple Family Residential District - Low Density.

(A) Uses Permitted by Right

1. Single Family Dwelling Units. Multiple Family dwelling units. Time-shares or interval ownership estate units are not allowed.
2. Home occupations
3. Domestic animals, provided such animals are household pets and that kennels are not maintained.
4. Fences, hedges, and walls, provided such uses are located where they will not obstruct motorists' vision at street intersections.
5. Accessory buildings and uses customarily incident to the uses permitted in this district.
6. Nightly Rentals in the Single Family Residence only. Nightly Rentals will not be permitted in Accessory Dwelling Units (ADUs).
7. Historic structures

(B) Conditional Uses
1. Public Utilities.
2. Fire stations, police stations and telephone exchanges.
3. Water reservoirs, water storage tanks, water pumping stations, sewer lift stations and wireless towers.
4. The Commission may in addition prescribe any additional conditions regarding intensity or limitations of use, appearance, hours of operation, setbacks or required open space, or other such conditions which may be deemed necessary by the Planning Commission.
5. Nightly Rentals will be treated as a conditional use when an objection has been raised as to the use by right. See 12-2-31(B)4 Nightly Rental Conditional Use Permit.

(C) Zoning Standards; Except as provided in Section 12-2-27, the area regulations are as follows:

<table>
<thead>
<tr>
<th>Standard Type</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>10,000 sq. ft. per dwelling*</td>
</tr>
<tr>
<td></td>
<td>10,000 sq. ft. for all</td>
</tr>
<tr>
<td></td>
<td>conditional uses **</td>
</tr>
<tr>
<td>Minimum Lot Frontage</td>
<td>40'</td>
</tr>
<tr>
<td>Minimum Floor Area</td>
<td>1,000 sq. ft. per dwelling unit</td>
</tr>
<tr>
<td>Maximum Floor Area</td>
<td>N/A</td>
</tr>
<tr>
<td>Minimum Setback</td>
<td>Front 25'</td>
</tr>
<tr>
<td></td>
<td>Side 10'</td>
</tr>
<tr>
<td></td>
<td>Rear 10'</td>
</tr>
<tr>
<td>Maximum Height</td>
<td>35'</td>
</tr>
<tr>
<td>Density</td>
<td>12 units per acre</td>
</tr>
<tr>
<td>Open Space</td>
<td>55% minimum of total land area</td>
</tr>
<tr>
<td></td>
<td>45% maximum for improvements not included in open space definition</td>
</tr>
</tbody>
</table>

*No minimum lot area or frontage required for townhomes
**Unless otherwise specified by planning commission

(C)-Building-Height-Limit

Except as provided in Section 12-2-27, the height regulations are as follows:

No dwelling or other structure shall exceed thirty-five feet (35') in height.
(D) Area Regulations

Except as provided in Section 12-2-27, the area regulations are as follows:

1. Minimum Lot Area
   One Thousand-square-feet (1,000 sq. ft.) per dwelling unit.

2. Minimum Lot Area
   (a) Ten-Thousand-Square-Feet (10,000 sq. ft.) per dwelling except in the case of townhouses where the provisions of Section 12-2-25(G)5 shall apply.
   (b) For all conditional uses, Ten-Thousand-Square-Feet (10,000 sq. ft.) unless otherwise specified by the Planning Commission.

3. Minimum Lot Frontage
   Sixty-Feet (60') except in the case of townhouses where the provisions of Section 12-2-25(G)5 shall apply.

4. Minimum Front Yard
   Measured from the front property line there shall be a front yard of not less than Twenty-Five Feet (25') for all structures.

5. Minimum Rear Yard
   Measured from the rear property line every principal or accessory building shall have a rear yard of not less than Ten Feet (10').

6. Minimum Side Yard
   Measured from the side property line there shall be side yards of not less than Ten Feet (10') on each side of the lot.

7. Density
   Density shall not exceed twelve (12) dwelling units per acre of gross land area.

8. Open Space
   The minimum open space requirement for this district is fifty-five percent (55%) of the total land area. Improvements not included within the open space definition may occupy up to forty-five percent (45%) of the total land area.

12-2-14 Regulations for Multiple Family Residential District – Medium Density – MMD

The regulations set forth in this Section, or set forth elsewhere in this Article, when referred to in this Section, are the District Regulations in the RMM – Multiple Family Residential District – Medium Density.

(A) Uses Permitted by Right

1. Single Family Dwelling Units. Multiple Family dwelling units. Time-shares or interval ownership estate units are not allowed.

2. Home occupations

3. Domestic animals, provided such animals are household pets and that kennels are not maintained.

4. Fences, hedges, and walls, provided such uses are located where they will not obstruct motorists' vision at street intersections.

5. Accessory buildings and uses customarily incident to the uses permitted in this district.
6. Nightly Rentals in the Single Family Residence only. Nightly Rentals will not be permitted in Accessory Dwelling Units (ADUs).
7. Historic structures.

(B) Conditional Uses
1. Public Utilities.
2. Fire stations, police stations and telephone exchanges.
3. Water reservoirs, water storage tanks, water pumping stations, sewer lift stations and wireless towers.
4. The Commission may in addition prescribe any additional conditions regarding intensity or limitation of open space, or other such conditions which may be deemed necessary by the Planning Commission.
5. Nightly Rentals will be treated as a conditional use when an objection has been raised as to the use by right. See 12-2-31(B) Nightly Rental Conditional Use Permits.

(C) Zoning Standards: Except as provided in Section 12-2-27, the area regulations are as follows:

<table>
<thead>
<tr>
<th>Standard Type</th>
<th>Minimum Lot Area</th>
<th>Maximum Lot Area</th>
<th>Minimum Floor Area</th>
<th>Maximum Floor Area</th>
<th>Minimum Setback</th>
<th>Maximum Height</th>
<th>Density</th>
<th>Open Space</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3,000 sq. ft.</td>
<td>50'</td>
<td>800 sq. ft.</td>
<td>50'</td>
<td>From 25'</td>
<td>15'</td>
<td>12 units/acre</td>
<td>33% minimum of total land area</td>
</tr>
</tbody>
</table>

* Unless otherwise specified by planning commission.

(C) Building-Height Limit
Except as provided in Section 12-2-27, the height regulations are as follows:
No dwelling or other structure shall exceed thirty-five feet (35') in height.

(D) Area regulations
Except as provided in Section 12-2-27, the area regulations are as follows:
1. Minimum Floor Area
   Eight Hundred-square feet (800 sq. ft.) per dwelling unit.
2. Minimum Lot Area
(a) Five-Thousand-Square-Feet (5,000 sq. ft.) per dwelling except in the case of
townhouses where the provisions of Section 12-2-25(6) shall apply.

(b) For all conditional uses, Five-Thousand-Square-Feet (5,000 sq. ft.) unless
otherwise specified by the Planning Commission.

3. Minimum Lot Frontage
   Fifty Feet (50') except in the case of townhouses where the provisions of Section 12-
   2-20 (a) shall apply.

4. Minimum Front Yard
   Measured from the front property line there shall be a front yard of not less than
   Twenty-Five Feet (25') for all structures.

5. Minimum Rear Yard
   Measured from the rear property line every principal or accessory building shall have
   a rear yard of not less than Ten Feet (10').

6. Minimum Side Yard
   Measured from the side property lines there shall be side yards of not less than Ten
   Feet (10') on each side of the lot.

7. Density
   Density shall not exceed twelve (12) dwelling units per acre of gross land area.

8. Open-Space
   The minimum open space requirement for this district is fifty-five percent (55%) of the
   total land area. Improvements not included within the open space definition may occupy
   up to forty-five percent (45%) of the total land area.

12-2-15 Regulations for Multiple Family Residential District - High Density (MHD)

The regulations set forth in this Section, or set forth elsewhere in this Article, when referred
to in this Section, are the District Regulations in the RMH - Multiple Family Residential
District - High Density.

(A) Uses Permitted by Right

1. Single Family Dwelling Units, Multiple family dwelling units and timeshares and
   interval ownership units where no more than sixteen (16) shares per unit are
   allowed. A central reservation facility on site must be included in the project.

2. Home occupations

3. Domestic animals, provided such animals are household pets and that kennels are not
   maintained.

4. Fences, hedges, and walls, provided such uses are located where they will not obstruct
   motorists' vision at street intersections.

5. Accessory buildings and uses customarily incident to the uses permitted in this district.
   A central reservation facility on the same site as timeshare multiple family
   development is an accessory use.

6. Nightly Rentals in the Single Family Residence only. Nightly Rentals will not be
   permitted in Accessory Dwelling Units (ADUs).

7. Historic structures.

(B) Conditional Uses
1. Public Utilities.
2. Fire stations, police stations and telephone exchanges.
3. Water reservoirs, water storage tanks, water pumping stations, sewer lift stations and wireless towers.
4. The Commission may in addition prescribe any additional conditions regarding intensity or limitation of use, appearance, hours of operation, setbacks or required open space, or other such conditions which may be deemed necessary by the Planning Commission.
5. Nightly Rentals will be treated as a conditional use when an objection has been raised as to the use by right. See 12-2-31(B)4 Nightly Rental Conditional Use Permits.

(C) Zoning Standards: Except as provided in Section 12-2-27, the area regulations are as follows:

<table>
<thead>
<tr>
<th>Standard Type</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>5,000 sq. ft. per dwelling*</td>
</tr>
<tr>
<td></td>
<td>5,000 sq. ft. for all conditioned uses**</td>
</tr>
<tr>
<td>Minimum Lot Frontage</td>
<td>50' +</td>
</tr>
<tr>
<td>Minimum Floor Area</td>
<td>700 sq. ft. per single dwelling unit</td>
</tr>
<tr>
<td>Maximum Floor Area</td>
<td>N/A</td>
</tr>
<tr>
<td>Minimum Setback</td>
<td>Front 25', Side 10', Rear 10'</td>
</tr>
<tr>
<td>Maximum Height</td>
<td>35'</td>
</tr>
<tr>
<td>Density</td>
<td>20 dwelling units per acre</td>
</tr>
<tr>
<td>Open Space</td>
<td>40% minimum of total land area</td>
</tr>
</tbody>
</table>

* No minimum lot area or frontage required for townhomes
** Unless otherwise specified by the planning commission.

(C) Building Height Limit

 Except as provided in Section 12-2-23, the height regulations are as follows:

 No dwelling or other structure shall exceed thirty-five feet (35') in height.

(D) Area Regulations

 Except as provided in Section 12-2-27, the area regulations are as follows:

 1. Minimum Floor Area
  1. Five Hundred-square feet (500 sq. fl.) per dwelling unit.
  2. Minimum Lot Area
  a. Five-Thousand Square Feet (5,000 sq. fl.) per dwelling except in the case of townhouses where the provisions of Section 12-2-25(G)3 shall apply.

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(b) For all conditional uses, five-thousand-square-feet (5,000 sq. ft) unless otherwise specified by the Planning Commission.

3. Minimum Lot Frontage
   Fifty feet (50') except in the case of townhouses where the provisions of Section 12-2-25(6) shall apply.

4. Minimum Front Yard
   Measured from the front property line there shall be a front yard of not less than twenty-five feet (25') for all structures.

5. Minimum Rear Yard
   Measured from the rear property line every principal or accessory building shall have a rear yard of not less than ten feet (10').

6. Minimum Side Yard
   Measured from the side property lines there shall be side yards of not less than ten feet (10') on each side of the lot.

7. Density
   Density shall not exceed twenty (20) dwelling units per acre of gross land area.

8. Open Space
   The minimum open space requirement for this district is fifty percent (50%) of the total land area. Improvements not included within the open space definition may occupy up to forty-five percent (45%) of the total land area.

12-2-16 Regulations for Mobile Home Residential District – HM

The regulations set forth in this Section, or set forth elsewhere in this Article, when referred to in this Section, are the District Regulations in the HM - Mobile Home Residential District.

(A) Uses Permitted by Right
   1. Mobile homes designed for occupancy by one family.
   2. Home occupations
   3. Domestic animals, provided such animals are household pets and that kennels are not maintained.
   4. Fences, hedges, and walls, provided such uses are located where they will not obstruct motorists' vision at street intersections.
   5. Accessory buildings and uses customarily incident to the uses permitted in this district.

(B) Conditional Uses
   1. Public Utilities
   2. Fire stations, police stations and telephone exchanges.
   3. Water reservoirs, water storage tanks, water pumping stations, sewer lift stations and wireless towers.
   4. The Commission may in addition prescribe any additional conditions regarding intensity or limitation of use, appearance, hours of operation, setbacks or required open space, or other such conditions which may be deemed necessary by the Planning Commission.

(C) Zoning Standards: Except as provided in Section 12-2-27, the area regulations are as
## Building Height Limit

Except as provided in Section 12-2-27, the height regulations are as follows:

No mobile or other structure shall exceed One and One-Half (1 1/2) stories or fifteen feet (15') height.

## Area Regulations

Except as provided in Section 12-2-27, the area regulations are as follows:

1. Minimum Floor Area
   - Three hundred square feet (300 sq. ft.) per dwelling unit.
2. Minimum Lot Area
   - (a) Five Thousand Square Feet (5,000 sq. ft.) per mobile home;
   - (b) For all other conditional uses, Five Thousand Square Feet (5,000 sq. ft.) unless otherwise specified by the Planning Commission.
3. Minimum Lot Frontage
   - Forty Feet (40').
4. Minimum Front Yard
   - Measured from the nearest edge of the roadway, there shall be a front yard of not less than Twenty Feet (20') for all mobile homes. For mobile home courts fronting on a State or Federal Highway, the required front yard shall be Fifty Feet (50').
5. Minimum Rear Yard
   - There shall be Twenty Feet (20') between mobile homes or accessory buildings, or if measured from the rear property line every mobile home shall have a rear yard of not less than Ten Feet (10').

### Table: Minimum Lot and Floor Area

<table>
<thead>
<tr>
<th>Standard Type</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>5,000 sq. ft. for a mobile home</td>
</tr>
<tr>
<td>Minimum Lot Frontage</td>
<td>40'</td>
</tr>
<tr>
<td>Minimum Floor Area</td>
<td>300 sq. ft. per single dwelling unit</td>
</tr>
<tr>
<td>Maximum Floor Area</td>
<td>N/A</td>
</tr>
<tr>
<td>Minimum Setback</td>
<td>From 20' to 50' if fronting a state or federal highway</td>
</tr>
<tr>
<td>Maximum Height</td>
<td>15' (for 1½ stories)</td>
</tr>
<tr>
<td>Density</td>
<td>10 units per acre</td>
</tr>
<tr>
<td>Open Space</td>
<td>55% minimum of total land area 45% maximum for improvements not included in open space definition</td>
</tr>
</tbody>
</table>
6. Minimum Side Yards

There shall be Twenty Feet (20') between mobile homes or accessory buildings, or if measured from the side property line, every mobile home shall have a side yard of not less than Ten Feet (10') on each side of the lot. Where the side yard abuts a State or Federal Highway, the required side yard shall be Fifty Feet (50').

(II)(D) Design Requirements

The Mobile Home residential District may be created upon petition for an amendment to the Zoning Map. When petitioning for this zone change, there shall be provided a site design by a registered engineer, architect or qualified planner, complete in detail showing the following:
1. Location and legal description.
2. Entrance to and exits from the court.
3. Vehicular roadways, driveways and pedestrian walks. All roads shall be designed and built to Town Specifications.
4. Plans showing size and arrangement of mobile home lots and stands, location of roadway, service and utility buildings.
5. Topography map showing original and final contours at Two Feet (2') intervals.
7. Area set aside for recreation, clothes washing and drying, storage and off-street parking.
8. Fencing and screen planting on the premises.
9. Plans for water supply and distribution.
12. Plans for underground gas, electric, and phone service connections to each space.
13. Typical lot plan.
14. For each mobile home lot there shall be provided:
   (a) Recreational area in the amount of Three Hundred Square Feet (300 sq. ft.).
   (b) Space for mechanical washing and clothes drying facilities in the amount of Twenty-Five Square Feet (25 sq. ft.).
   (c) Two (2) off-street parking spaces for each lot.
15. Service and utility buildings and appurtenances, garbage and trash containers, racks and rack locations, rodent and insect control, water and sewage provisions must meet with the approval of the Colorado Department of Public Health and the local health authority.
16. The applicant shall consult with the school district officials and secure a written statement to be submitted with the application as to the impact on the school district caused by the increased number of school children from the increased residential density of the mobile home court.
17. Statement of conformance with the Federal Housing Administration’s Minimum Property Standards for Mobile Home Courts. The Zoning Regulations will govern where more restrictive.
18. Density and Open Space
Mobile home townhome developments may have a density of up to ten (10) units per gross acre of land area. The minimum open space requirement for this district is fifty-five percent (55%) of the total land area. Improvements not included within the open space definition may occupy up to forty five percent (45%) of the total land area.

12-2-17 Regulations for Commercial Transitional District – CT

The Regulations set forth in this Section, or set forth elsewhere in this Article, when referred to in this Section, are the District Regulations in the CT - Commercial Transitional District.

(A) Uses Permitted by Right

1. Single Family Dwelling Units
2. Neighborhood Businesses
3. Day Nurseries or Child-Care Centers
4. Private and Publicly-owned Parking Lots
5. Non-profit Clubs and Service Organizations
6. Hotels, Motels, Condo/Hotels and Lodges
7. Group homes for the elderly and indigent, limited to not more than eight persons per home.
8. Multi-family attached rental units
9. Bed and breakfast establishments
10. Condominiums and Townhouses - Timeshare and interval estate units of more than sixteen shares per unit are required to have a central reservation facility on site.
11. Mixed Residential with permitted Commercial Use within the same building or buildings on the lot.
12. Rental, repair, wholesaling, and storage in conjunction with any of the above non-residential uses, provided all such activity is clearly incidental and accessory to said uses, and further provided all such activity is conducted within a building.
13. Accessory buildings and uses normal and customary to the uses listed above.
15. Residential units herein defined as: Multi-family attached rental units, condominiums, townhouse and condo/hotels are uses permitted by right with the following restrictions:
   (a) The first story area measured from the frontage to 50' into the lot shall be dedicated to commercial space.
   (b) If any portion of the area described 12-2-17(A)15(a) is used for a hallway, elevator, stairwell access, or fire escape access, a minimum of 30% of the second story of the structure must be dedicated to commercial space. This area shall be located on the frontage side of the structure.
   (c) The commercial space aspect of any structure must be constructed prior to or in conjunction with the residential units. A Certificate of Occupancy must be issued to the commercial space prior to or in conjunction with the residential units.

16. Historic structures

(B) Conditional Uses
1. Commercial establishments of the following and like nature: antiques; small appliances; furniture; gifts; hardware; sporting goods; stationery; and variety shops;
2. Service establishments of the following and like nature: catering services; laundromats; medical clinics, funeral parlors and mortuaries;
3. Eating and drinking establishments;
4. Public utilities;
5. Water reservoirs, water storage tanks, water pumping stations, sewer lift stations and wireless towers.

(C) Zoning Standards: Except as provided in Section 12-2-27, the area regulations are as follows:

<table>
<thead>
<tr>
<th>Standard Type</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>3,000 sq. ft. *</td>
</tr>
<tr>
<td>Minimum Lot Frontage</td>
<td>20' *</td>
</tr>
<tr>
<td>Minimum Floor Area</td>
<td>800 sq. ft. per single dwelling unit</td>
</tr>
<tr>
<td>Maximum Floor Area</td>
<td>N/A</td>
</tr>
<tr>
<td>Minimum Setback</td>
<td>Front 5'</td>
</tr>
<tr>
<td>Maximum Height</td>
<td>35'</td>
</tr>
<tr>
<td>Density</td>
<td>2 units per 5,000 sq. ft.</td>
</tr>
<tr>
<td>Open Space</td>
<td>Covered by setbacks</td>
</tr>
</tbody>
</table>

*No minimum lot area or frontage required for townhomes

(C) Building Height Limit:

Except as provided in Section 12-2-27, the height regulations are as follows:

No structure shall exceed thirty-five feet (35') in height.

(D) Area Regulations:

Except as provided in Section 12-2-27, the area regulations are as follows:

1. Minimum Floor Area
   - The minimum floor area for each single-family dwelling unit is eight hundred (800) square feet. The minimum floor area for multi-family attached rental units, lodges, condominiums, townhouses, and condo/hotels is five hundred (500) square feet per each dwelling unit. The minimum floor area for hotels and motels is as is defined in the definitions section of this article. The minimum floor area for single-family dwelling units is eight hundred (800) square feet.

2. Minimum Lot Area
   - Five Thousand Square Feet (5,000 sq. ft.) except in the case of townhouses where the provisions of Section 12-2-25(f)(5) shall apply.

3. Minimum Lot Frontage
Fifty-Feet (50') except in the case of townhouses where the provisions of Section 12-2-25(3)
shall apply.
4. Minimum Front Yard
Measured from the front property line, every principal or accessory building shall have
a front yard of not less than Five Feet (5') for all structures. Section 12-2-27(A)(2)(b)
does not apply.
5. Minimum Rear Yard
Measured from the rear property line every principal or accessory building shall have
a rear yard of not less than Twenty Feet (20'). Section 12-2-27(A)(2)(b) does not apply.
6. Minimum Side Yard
Measured from the side property line, there shall be side yards of not less than Five
Feet (5') on each side of the lot. Section 12-2-27(A)(2)(b) applies only for a distance of
Two and a Half Feet (2 1/2') into the side yard setback.
7. Density
Density shall not exceed two (2) units per 50’ X 100’ lot.
8. Open Space
Open Space requirements will be governed by the setback requirements.

12-2-18 Regulations for Commercial District – C

The Regulations set forth in this Section, or set forth elsewhere in this Article, when referred
to in this Section are the District Regulations in the C - Commercial District.

(A) Uses Permit by Right
1. All uses provided for in the CT - Commercial Transitional District, except Single
Family Residential. Time-share restrictions for the CT District also apply to the C-
Commercial District except Single-Family Residential.
2. Amusement and/or recreational businesses other than those provided for in 12-2-
18(A)(8); automobile parking lot; bank; bus terminal; eating and drinking places; frozen
food locker; office; drugstore; laundromat; liquor store; gift store; jewelry store;
bakery; clothing store; grocery; hardware store; sporting goods store; general store;
said businesses being of a retail or service nature, and limited as set forth.
3. Wholesaling of products, providing storage space does not exceed One Thousand Five
Hundred Square Feet (1,500 sq. ft.) of floor area.
4. Fabrication or assembling incidental to retail sales from the premises provided that not
more that Twenty-Five percent (25%) of the floor area occupied by such business is
used for manufacturing, processing, assembling, treatment, installation and repair of
products.
5. Mortuary or embalming establishment or school.
6. Accessory building or use (not involving open storage), when located on the same lot.
7. The establishment of owner-occupied or nonprofit group homes for the exclusive use
of not more than Eight (8) Persons, Sixty (60) Years of Age or older per home.
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 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

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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 Feet shall be computed consistent with measurements made pursuant to (C.R.S. 12-17-111(2)).


10. Residential units, herein defines as: Multi-family attached rental units, condominiums, townhouses, and condo/hotels with the following restrictions:

   (a) The first story area measured from the frontage to 50’ into the lot shall be dedicated to commercial space.

   (b) If any portion of the area described 12-2-18(A)10(a) is used for a hallway, elevator, stairwell access, or fire escape access, a minimum of 30% of the second story of the structure must be dedicated to commercial space. The area shall be located on the frontage side of the structure.

   (c) The commercial space aspect of any structure must be constructed prior to or in conjunction with the residential units. A Certificate of Occupancy must be issued to the commercial space prior to or in conjunction with the residential units.

11. Historic structures

(B) Conditional Uses

1. All Conditional Uses listed in the CT-Commercial Transitional District shall constitute Conditional Uses within the Commercial District. Mixed Residential with permitted Commercial Use with greater than fifty (50%) percent of the total square footage of the building or buildings on the lot used for residential purposes. Other uses similar or of the same nature or class as those listed above in Paragraph (a), "Uses Permitted by Right", which in the opinion of the Planning Commission, as evidenced by a Resolution of Record, is not more obnoxious or detrimental to the welfare of the area than those listed in 12-2-18(A).

2. Electric substations and gas regulator stations.

3. Fire stations, police stations and telephone exchanges.

4. Water reservoirs, water storage tanks, water pumping stations, sewer lift stations and wireless towers.

5. Fixed-business kennels, boarding facilities, horseback riding facilities, and other businesses that generate income from the use and utilization of animals.

6. The Commission may in addition prescribe any additional conditions regarding intensity or limitation of use, appearance, hours of operation, setbacks or required open space, or other such conditions which may be deemed necessary by the Planning Commission.

(C) Zoning Standards: Except as provided in Section 12-2-27, the area regulations are as
(C) Building Height Limits

Except as provided in Section 12-2-27, the height regulations are as follows:

- No structure shall exceed thirty-five feet (35') in height.

(D) Area Regulations

Except as provided in Section 12-2-27, the area regulations are as follows:

1. Minimum Lot Area
   - Four hundred square feet (400 sq. ft.) per dwelling unit, except Hotel and Motel units as is defined in the Definitions Section of this Article.

2. Minimum Lot Size
   - Twenty-five hundred square feet (2,500 sq. ft.) except in the case of townhouses where the provisions of Section 12-2-25(C)(5) shall apply.

3. Minimum Front Yard
   - Twenty-five feet (25') except in the case of townhouses where the provisions of Section 12-2-20(m) shall apply.

4. Minimum Front Yard
   - No minimum requirements except for motor fuel pumps which shall not be erected less than twenty-five feet (25') from the front property line.

5. Minimum Rear Yard
   - No minimum requirements.

6. Minimum Side Yard
   - No minimum requirements.

7. Density
   - Density shall be governed by the requirements in this part (d).
8. Open Space
There is no open space requirement except in the case of Mixed Use developments where the open space schedule in 12-2-26 Regulations for Mixed Use Developments shall govern.

9. Maximum Lot Coverage
The combined gross floor area of all single story principal and accessory buildings on any lot or parcel shall not exceed more than eighty-five (85%) percent of the surface area. The remaining fifteen (15%) of the lot or parcel shall provide all items called for in the utility use area described below. The first floor of multi-story buildings may cover one hundred (100%) percent of the lot or parcel but all items called for in the on-site utility use area described below shall still be provided on the lot or parcel.

10. On-Site Utility Use Area
Each lot or parcel shall provide two (2) off-street parking spaces and a trash storage area on the lot. The requirement imposed by this part is irreducible minimum and the requirements imposed by this section shall not be eligible for the off-street parking fee nor for the on-street parking credit described in the supplementary regulations.

12-2-19 Regulations for Light Industrial District — IL
The Regulations set forth in this Section, or set forth elsewhere in this Article, when referred to in this Section, are the District Regulations in the IL - Light Industrial District.

(A) Uses Permitted by Right

1. All uses permitted in the C - Commercial District, except residential.
2. Any kind of scientific research or manufacture, compounding, assembling, processing, fabrication, packaging or treatment of products wholesaling, retailing, associated with wholesaling, jobbing, warehousing, manufacturing or processing industries provided the following limitations are placed on all such uses:
   (a) All permitted uses shall be operated entirely within a partially enclosed structure.
   (b) Dust, fumes, odors, refuse matter, smoke, vapor, noise, lights, and vibrations shall be confined to the limits within the IL District. Proof of noncompliance shall be determined by measurements based upon standardized criteria established by noise and pollution experts and recorded by standardized instruments. If found to be in violation, the cost of said work and measurements shall be borne by the occupant of the use in violation of these regulations.
   (c) Travel and parking portions of the lot shall be prepared and maintained in a dust-free condition.
4. Storage of oil, gasoline and petroleum products limited to One Hundred Twenty-Five Gallons (125 gal.) above grade, One Thousand Gallon (1,000 gal.) LPG maximum.
5. Accessory buildings and uses customarily incident to the uses permitted by this district.
6. Historic structures.

(B) Conditional Uses

1. Public Utilities.
2. Fire stations, police stations and telephone exchanges.
3. Water reservoirs, water storage tanks, water pumping stations, sewer lift stations and wireless towers.
4. Fixed-business locations, boarding facilities, horseback riding facilities, and other businesses that generate income from the use and utilization of animals.
5. The Commission may in addition prescribe any additional conditions regarding intensity or limitation of use, appearance, hours of operation, setbacks or required open space, or other such conditions which may be deemed necessary by the Planning Commission.

(C) Zoning Standards: Except as provided in Section 12-2-27, the area regulations are as follows:

<table>
<thead>
<tr>
<th>Standard Type</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>None</td>
</tr>
<tr>
<td>Minimum Lot Frontage</td>
<td>None</td>
</tr>
<tr>
<td>Minimum Floor Area</td>
<td>None</td>
</tr>
<tr>
<td>Maximum Floor Area</td>
<td>None</td>
</tr>
<tr>
<td>Minimum Setback</td>
<td>Front = None, Side = None, Rear = None</td>
</tr>
<tr>
<td>Maximum Height</td>
<td>25'</td>
</tr>
</tbody>
</table>

* Unless otherwise specified by planning commission.

(C) Building Height Limits:
Except as provided in Section 12-2-27, the height regulations are as follows:
No structure shall exceed thirty-five feet (35') in height:

(D) Area Regulations:
Except as provided in Section 12-2-27, the area regulations are as follows:

1. Minimum Floor Area:
   No minimum requirements.
2. Minimum Lot Area:
   No minimum requirements.
3. Minimum Lot Frontage:
   No minimum requirements.
4. Minimum Front Yard:
   No minimum requirements, except as may be specified by the Planning Commission.
5. Minimum Rear Yard:
   No minimum requirements, except as may be specified by the Planning Commission.
6. Minimum Side Yard:
   No minimum requirements, except as may be specified by the Planning Commission.

(E) Industrial Performance Standards - All industrial and commercial businesses whether established as a use by right or condition shall comply with the following

CHAPTER 12: CHAPTER 12: LAND USE REGULATIONS AND USE REGULATIONS
ARTICLE 2: ARTICLE 2: ZONING REGULATIONS ZONING REGULATIONS
standards to provide that these used do not create any danger to safety in surrounding areas, do not cause water pollution and do not create offensive noise, vibration, smoke, dust, odors, heat glare or other objectionable influences beyond the boundaries of the property in which such uses are located, nor shall be operated in any manner so as to constitute a public nuisance or hazard.

1. Volume of Sound Generated
   Every use shall be so operated that the volume of sound inherently and recurrently generated does not exceed Sixty (60) Decibels with a maximum of Fifteen (15) Minutes in any one (1) Hour at any point of any boundary line of the property on which the use is located.

2. Vibration Generated
   Every use shall be so operated that the ground vibration inherently and recurrently generated is not perceptible, without instruments, at any point of any boundary line of the property on which the use is located.

3. Smoke Emission
   Every use shall be so operated that it does not emit smoke exceeding a density of No. I on the Ringleman Chart.

4. Emission of Particulate Matter
   Every use shall be so operated that it does not emit particulate matter exceeding 0.2 grains per cubic foot of flue gas at a stack temperature of 500 degrees F.

5. Emission of Heat, Glare, Radiation and Fumes - Every use shall be so operated that it does not emit an obnoxious or dangerous degree of heat, glare, radiation or fumes beyond any boundary line of the property on which the use is located.

6. Outdoor Storage and Water Disposal
   (a) No highly flammable or explosive liquids, solids or gases shall be stored in bulk above ground. Tanks or drums of fuel directly connecting with heating devices or appliances located on the same property as the tanks or drums of fuel are excluded from this provision.
   (b) All outdoor storage facilities for fuel, raw materials and products shall be enclosed by a fence or wall adequate to conceal such facilities from adjacent property.
   (c) No materials or wastes shall be deposited upon a property in such form or manner that they may be transferred off the property by natural causes or forces.
   (d) All materials or wastes which might cause fumes or dust or which constitute a fire hazard or which may be edible by or otherwise be attractive to rodents or insects shall be stored outdoors only in closed containers.
   (e) In addition to these regulations all storage of flammable, explosive or dangerous materials shall be subject to all applicable State Laws concerning such.

7. Water Pollution
   No water pollution shall be emitted by the manufacturing or other processing. In a case in which potential hazards exist, it shall be necessary to install safeguards acceptable to the Building Inspector, the Colorado Department of Public Health and the local health authority and in compliance with the laws of the Environmental
Protection Agency before operation of the facilities may begin. All percolation tests or ground water resource tests as may be required by the Colorado Department of Public Health and the local health authority must be met before operation of the facilities may begin.

8. Other Regulations - Landscaping, buffer strips or setbacks as may be designated by the Planning Commission.

12-2-20 Regulations for General Industrial District – IG

The Regulations set forth in this Section, or set forth elsewhere in this Article, when referred to in this Section, are the District Regulations in the IG - General Industrial District.

(A) Uses Permitted by Right

1. Any kind of scientific research or manufacture, compounding, assembling, processing, fabrication, packaging or treatment of products wholesaling, retailing, associated with wholesaling, jobbing, warehousing, manufacturing or processing industries.

2. Any industrial or manufacturing operations within or without a building enclosure provided the following limitations are placed on all such uses:

   (a) Unusual amounts of dust, fumes, odors, smoke, vapor, noise, lights, and vibrations shall be confined to the limits within the IG District. Proof of noncompliance shall be determined by measurements based upon standardized criteria established by noise and pollution experts and recorded by standardized instruments. If found to be in violation, the cost of said work and measurements shall be borne by the occupant of the use in violation of these regulations.

   (b) Areas of outdoor storage and storage of equipment shall be concealed from view from abutting rights-of-way and adjoining residential districts.

3. Accessory Buildings and uses customarily incidental to the uses permitted by this district.

4. Historic structures.

(B) Conditional Uses

1. Public Utilities.

2. Fire stations, police stations and telephone exchanges.

3. Water reservoirs, water storage tanks, water pumping stations, sewer lift stations and wireless towers.

4. Junk yards provided they are enclosed by a solid wall or fence, at least Eight Feet (8') high.

5. Fixed-business kennels, boarding facilities, horseback riding facilities, and other businesses that generate income from the use and utilization of animals.

6. The Commission may in addition prescribe any additional conditions regarding intensity or limitation of use, appearance, hours of operation, setbacks or required open space, or other such conditions which may be deemed necessary by the Planning Commission.

7. Sexually Oriented Businesses.

(C) Zoning Standards: Except as provided in Section 12-2-27, the area regulations are as
<table>
<thead>
<tr>
<th>Standard Type</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>None</td>
</tr>
<tr>
<td>Minimum Lot Frontage</td>
<td>None</td>
</tr>
<tr>
<td>Minimum Floor Area</td>
<td>None</td>
</tr>
<tr>
<td>Maximum Floor Area</td>
<td>None</td>
</tr>
<tr>
<td>Minimum Setback</td>
<td>Front None*</td>
</tr>
<tr>
<td>Maximum Height</td>
<td>35'</td>
</tr>
</tbody>
</table>

* Unless otherwise specified by planning commission.

(C) Building Height Limit

Except as provided in Section 12-2-27, the height regulations are as follows:

No structure shall exceed thirty-five feet (35") in height.

(D) Area Regulations

Except as provided in Section 12-2-27, the area regulations are as follows:

1. Minimum Floor Area
   No minimum requirements.
2. Minimum Lot Area
   No minimum requirements.
3. Minimum Lot Frontage
   No minimum requirements.
4. Minimum Front Yard
   No minimum requirements, except as may be specified by the Planning Commission.
5. Minimum Rear Yard
   No minimum requirements, except as may be specified by the Planning Commission.
6. Minimum Side Yard
   No minimum requirements, except as may be specified by the Planning Commission.

(E)(D) Industrial Performance Standards - All industrial and commercial businesses whether established as a use by right or condition shall comply with the following standards to provide that these uses do not create any danger to safety in surrounding areas, do not cause water pollution and do not create offensive noise, vibration, smoke, dust, odors, heat glare or other objectionable influences beyond the boundaries of the property in which such uses are located, nor shall be operated in any manner so as to constitute a public nuisance or hazard.

1. Volume of Sound Generated
   Every use shall be so operated that the volume of sound inherently and recurrently generated does not exceed Seventy (70) Decibels with a maximum of Fifteen (15) Minutes in any one (1) Hour at any point of any boundary line of the property on which the use is located.

2. Vibration Generated
Every use shall be so operated that the ground vibration inherently and recurrently generated is not perceptible, without instruments, at any point of any boundary line of the property on which the use is located.

3. Smoke Emission
   Every use shall be so operated that it does not emit smoke exceeding a density of No. 2 on the Ringleman Chart, except Shade No. 3 is permitted for Two (2) minutes of each hour.

4. Emission of Particulate Matter
   Every use shall be so operated that it does not emit particulate matter exceeding 0.2 grains per cubic foot of flue gas at a stack temperature of 300 degrees F.

5. Emission of Heat, Gas, Radiation and Fumes
   Every use shall be so operated that it does not emit an obnoxious or dangerous degree of heat, gas, radiation or fumes beyond any boundary line of the property on which the use is located.

6. Outdoor Storage and Waste Disposal
   (a) No highly flammable or explosive liquids, solids or gases shall be stored in bulk above ground. Tanks or drums of fuel directly connecting with heating devices or appliances located on the same property as the tanks or drums of fuel are excluded from this provision.
   (b) All outdoor storage facilities for fuel, raw materials and products shall be enclosed by a fence or wall adequate to conceal such facilities from adjacent property.
   (c) No materials or wastes shall be deposited upon a property in such form or manner that they may be transferred off the property by natural causes or forces.
   (d) All materials or wastes which might cause fumes or dust or which constitute a fire hazard or which may be edible by or otherwise be attractive to rodents or insects shall be stored out doors only in closed containers.
   (e) In addition to these regulations all storage of flammable, explosive or dangerous materials shall be subject to all applicable State Laws concerning such.

7. Water Pollution
   No water pollution shall be emitted by the manufacturing or other processing. In a case in which potential hazards exist, it shall be necessary to install safeguards acceptable to the Building Inspector, the Colorado Department of Public Health and the local health authority and in compliance with the laws of the Environmental Protection Agency before operation of the facilities may begin. All percolation tests or ground water resource tests as may be required by the Colorado Department of Public Health and the local health authority must be met before operation of the facilities may begin.

8. Other Regulations
   Landscaping, buffer strips or setbacks as may be designated by the Planning Commission

12-2-21 Regulations for Resort District – RST
   The Regulations set forth in this Section, or set forth elsewhere in this Article, when referred...
to in this Section, are the District Regulations in the RST - Resort District.

(A) Uses Permitted by Right
1. Lodging.
2. Eating and drinking establishments.
3. Multi-family dwelling. Timeshare restrictions for this district shall be the same as those provided for in the CT-Commercial Transitional District.
5. Boat rentals, boat repair and maintenance facilities, lake tours, fishing equipment rentals and similar water-based recreational services.
6. Accessory buildings and uses customarily incident to the uses permitted by this District.
7. Nightly Rentals. See 12-2-31(b)4 Nightly Rental Conditional Use Permits.
8. Historic structures.

(B) Conditional Uses
1. Public, private and commercial marinas.
2. Public Utilities.
3. Fire stations, police stations and telephone exchanges.
4. Water reservoirs, water storage tanks, water pumping stations, sewer lift stations and wireless towers.
5. The Commission may in addition prescribe any additional conditions regarding intensity or limitation of use, appearance, hours of operation, setbacks or required open space, or other such conditions which may be deemed necessary by the Planning Commission.
6. Enterprises or businesses of the same nature or class as those listed above in 12-2-21(A) Uses Permitted by Right, which in the opinion of the Planning Commission, as evidenced by a Resolution of Record, is not more obnoxious or detrimental to the welfare of the area than those listed in 12-2-21(A).

<table>
<thead>
<tr>
<th>Standard Type</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>2,500 sq. ft. *</td>
</tr>
<tr>
<td>Minimum Lot Frontage</td>
<td>25' **</td>
</tr>
<tr>
<td>Minimum Floor Area</td>
<td>500 sq. ft. per dwelling unit</td>
</tr>
<tr>
<td>Maximum Floor Area</td>
<td>N/A</td>
</tr>
<tr>
<td>Minimum Setback</td>
<td>Front 15' ** Side 10' ** Rear 10' ***</td>
</tr>
<tr>
<td>Maximum Height</td>
<td>35' *</td>
</tr>
<tr>
<td>Density</td>
<td>20 dwelling units per acre</td>
</tr>
<tr>
<td>Open Space</td>
<td>Occupied by intersection ***</td>
</tr>
</tbody>
</table>

*No minimum lot area or frontage required for townhouses.
(C) Building Height Limit

Except as provided in Section 12-2-27, the height regulations are as follows:

No structure shall exceed thirty-five feet (35') in height.

(D) Area Regulations

Except as provided in Section 12-2-27, the area regulations are as follows:

1. Minimum Floor Area
   Four Hundred Square Feet (400 sq. ft.) per dwelling unit.

2. Minimum Lot Area
   Twenty-Five Hundred Square Feet (2,500 sq. ft.) except in the case of townhouses
   where the provisions of Section 12-2-25(G) shall apply.

3. Minimum Lot Frontage
   Twenty-Five Feet (25') except in the case of townhouses where the provisions of
   Section 12-2-25(G) shall apply.

4. Minimum Front Yard
   No minimum requirements, except for motor fuel pumps which shall not be erected
   less than Twenty-Five Feet (25') from the front property line.

5. Minimum Rear Yard
   Measured from the rear property line, every principal or accessory building except for
   commercial marinas, boat rentals, or boat repair and maintenance facilities shall have
   a rear yard of not less than Ten Feet (10').

6. Minimum Side Yard—Measured from the side property lines, there shall be side yards
   of not less than Ten Feet (10') on each side of the lot.

7. Density—Density shall not exceed twenty (20) dwelling units per acre of gross land
   area.

8. Open Space—Open Space requirements will be governed by the setbacks requirements
   or in the case of Mixed Use developments by the Open Space schedule contained in
   12-2-26 Regulations for Mixed Use Developments, whichever is greater.

12-2-27 Regulations for Recreational Vehicle Park - RVP

(Note: The Section 12-2-22 - Sign Code, has been moved and renumbered as Chapter 6,
Article 2 as per the provisions of Ordinance #13-1985, adopted on June 10, 1985)

The Regulations set forth in this Section, or set forth elsewhere in this Article, when referred
to in this Section are the District Regulations in the RVP - Recreational Vehicle Park

(A) Uses Permitted by Right in the Recreational Vehicle Park (Recreational Vehicle Park
is Primary Use.)
1. Ten or more spaces which may be rented, leased or otherwise conveyed or held out for rental or lease to persons for occupancy by recreational vehicles, for a period of time not to exceed 6 months.

2. Accessory uses for Recreational Vehicle Park with Recreational Vehicle Park being the Primary Use - Amusement and/or Recreational business intended for the sole usage of the guests of the recreational vehicle park; a general store not to exceed 2000 square feet in size; convenience type retail sales and services, such as coin-operated laundry, food and drink dispensing machines, which are located within the recreational vehicle park. All such uses are clearly incidental to the primary use.

3. Sale and storage of propane subject to meeting all prevailing state standards in connection with the sale and storage of said propane. Said storage facility shall not exceed a 1000 gallon capacity. Storage tank color will be limited to earth tone shades, or buried.

4. Storage of fuels (gasoline and diesel) for in-house use. No retail or commercial sales of gasoline or diesel will be permitted. Storage Tank Color will be limited to earth tone shades, or buried. Said fuel storage facility shall be restricted to 1000 gallons for gasoline and 500 gallons for diesel fuel.

5. Boarding area for the nightly accommodation of horses to include tethering and feeding, subject to health and nuisance laws. Public Stables are prohibited.

6. Single family camping cabins not to exceed 250 square feet in size. There shall be a limitation of one (1) camping cabin per acre permitted.

7. Rental and repair of snowmobiles and recreational vehicles. Sales of R.V.'s and snowmobiles owned by the Owner/Operator of the R.V. Park. Operation of a Commercial Dealership for the sale of R.V.'s or snowmobiles is strictly prohibited.

8. A single family residence to be used in connection with the other Uses Permitted by Right.

9. Accessory buildings and uses normal and customary to the uses listed above, including office space for the administration of the Park.

(B) Conditional Uses

Water reservoirs, water storage tanks, water pumping stations, sewer lift stations, wireless towers, and public utilities.

(C) Zoning Standards: Except as provided in Section 12-2-27, the area regulations are as follows:

<table>
<thead>
<tr>
<th>Standard Type</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>acre</td>
</tr>
<tr>
<td>Minimum Lot</td>
<td>50'</td>
</tr>
<tr>
<td>Frontage</td>
<td></td>
</tr>
<tr>
<td>Minimum Recreational Space Size</td>
<td>1,000 sq. ft.</td>
</tr>
<tr>
<td>Maximum Floor Area</td>
<td>N/A</td>
</tr>
<tr>
<td>Minimum Setback of Recreation Vehicles</td>
<td>50' (for RVs and travel trailers)</td>
</tr>
<tr>
<td>Minimum Setback (buildings)</td>
<td>Front: 50'; Side: 50'; Rear: 50';</td>
</tr>
</tbody>
</table>

CHAPTER 12: CHAPTER 12: LAND USE REGULATIONS AND USE REGULATIONS
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| Maximum Height | 35' |
| Minimum Distances | 20' between individual RVs |
| Density | 20 RV spaces per acre |
| Open Space | Minimum of 20% of recreation vehicle space acre |

*Not included: private, office, laundry, restrooms, commercial facilities, and vehicle storage*

(C) Building Height Limit:

Except as provided in section 12-2-27, the height regulations are as follows:

No structure shall exceed thirty-five feet (35') in height.

(D) Area Regulations:

Except as provided in Section 12-2-27, the area regulations are as follows:

1. Minimum Lot Area
   43,560 square feet (+acre)

2. Minimum Lot Frontage
   250 feet (50')

3. Minimum Setback of Recreation Vehicles
   Recreational Units or Trash Receptacles from contiguous property lines is 50 feet (50')

4. Minimum Setback of Buildings
   Minimum setback shall be 30 feet (30') from the front property line, and shall be a minimum of 50 feet (50') from all other property lines.

(E) Maximum Density:

Density shall not exceed an average of Twenty (20) recreational spaces per acre.

(F) Minimum Recreational Vehicle Space Size

One Thousand (1,000) square feet.

(G) Minimum Distances

1. Minimum distance between recreational vehicles/recreational units in park is ten feet (10').

2. Minimum distance between a recreational-vehicle/recreational unit and an accessory structure is twenty feet (20')

(H)(D) All interior two-way roads (streets) shall be sixteen feet (16') minimum unobstructed width with a twelve-foot (12') hard pack driving surface and all interior one-way roads (streets) shall be sixteen feet (16') minimum unobstructed width with a twelve-foot (12') hard pack driving surface.

CHAPTER 12: CHAPTER 12-1 AND USE REGULATIONS 1AND USE REGULATIONS

ARTICLE 2 ARTICLE 2 ZONING REGULATIONS ZONING REGULATIONS

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(I) A minimum of twenty percent (20%) of the recreational vehicle storage area of RV Parks shall be set aside as recreational open space and/or recreational facilities. Public or private streets, office, laundry and rest room, other commercial facilities and vehicle storage areas shall not be included as recreational open space.

(II) Sanitary Conditions

1. Sewage Disposal: All RV parks shall provide toilets, urinals, lavatories, slop sinks, and laundries in service and other buildings within the RV Park. Waste from same shall be discharged into a public sewer system in compliance with all applicable codes. Each RV space providing sewer shall meet with the standards of the Three Lakes Water and Sanitation District, and prevailing Health Code Standards.

2. Garbage Disposal and Collection: All RV Parks shall have tightly covered garbage containers which shall be provided in quantities adequate to permit disposal of all garbage and rubbish. The containers shall be kept in sanitary condition at all times. Garbage and rubbish shall be collected and disposed of as frequently as may be necessary (but not less than one time per week) to insure that the garbage containers shall not overflow, create odors, attract insects or wildlife, or create a public nuisance. Dumpsters will be screened on at least 3 sides.

(III) Landscaping and Buffer Zones

1. All areas not covered by buildings, parking, or other facilities shall be aesthetically treated with landscape materials, including trees, shrubs and groundcovers consistent with the site plan reviewed by the Planning Commission and approved by the Board of Trustees, and consistent with the Grand Lake Design Review Standards.

2. The Owner/Operator is to protect the health, safety and welfare of the citizens of Grand Lake by preserving and maintaining indigenous vegetative cover which will reduce soil erosion, reduce damaging water runoff, and enhance the attractiveness of the community.

3. Buffer yards shall be constructed to mitigate problems associated with noise, glare, dust, pollution, conflicting land uses, loss of privacy, unsightly views and other potentially negative effects. Buffering may be achieved by increasing setbacks, using landscaping, building fences or walls, berms, altering building location, or a combination of the above techniques.

(IV) Open Fires

All fires are to be contained in a fire pit, raised grill or designated fire ring. Any open fires must comply with Municipal Code 7-1-28 Open Fires Prohibited.

12-2-23 Regulations for Open Space District - OS

The regulations set forth in this Section, or set elsewhere in this Article when referred to in this Section are the District Regulations in the OS—Open Space District.

(A) Purpose

The purpose of the Open Space zone district is to preserve, protect and enhance lesser developed or undeveloped areas within the Town containing unique naturally occurring or manmade features which provide visual relief and enjoyment while reflecting or
presenting community artistic or architectural statements. Development in the Open Space zone district should emphasize and be consistent with the natural dynamic state of the land and minimize disruption of existing natural conditions.

(B) Uses Permitted by Right
1. Paved and unpaved walkways for pedestrian, bicycle, equestrian and snowmobile use.
2. Benches
3. Sculptures
4. Water features such as ponds, streams or fountains
5. Architectural lighting and downcast low-illumination lighting for walkways and trails
6. Sculptured or manicured landscape features
7. Fencing
8. Pedestrian bridges
9. Natural habitat preserves, wetland habitat
10. Parks

(C) Conditional Uses
1. Parking lots which cover less than 10% of the property
2. Water storage tanks, water pumping stations and sewer lift stations
3. Public utilities
4. Public restrooms
5. Historic structures

12-2-24 Regulations for Public District — PUB
The regulations set forth in this Section, or set elsewhere in this Article when referred to in this Section are the District Regulations in the PUB — Public District.

(A) Purpose
The purpose of the Public zone district is to provide for the development of governmental, quasi-governmental and non-profit facilities cultural, educational, civic, religious and other non-profit purposes.

(B) Uses Permitted by Right
1. Governmental uses, facilities, services and buildings.
2. Library.
4. Post office.
5. Hospital/Medical Clinic.
6. Public surface and underground parking areas.
7. Fire Station/Police Station/Emergency Medical Services.
8. Public and private school.
10. Arts, cultural and recreational activities, buildings and uses.
11. Conference Center/meeting space.
12. Childcare Center.
13. Public and Private Church.
14. Terminal building, and transportation related facilities.
15. Recreational facilities.
16. Accessory buildings and uses customarily incident to the uses permitted in this district.
17. Historic structures.

(C) Conditional Uses
1. Accessory housing unit(s) for principal public building.
2. Public and Private non-profit uses providing a community service.
3. Public Utilities
4. Water reservoirs, water storage tanks, water pumping stations, sewer lift stations and wireless towers.
5. The Commission may in addition prescribe any additional conditions regarding intensity or limitation of use, appearance, hours of operation, setbacks or required open space, or other such conditions which may be deemed necessary by the Planning Commission.

(D) Zoning Standards: Except as provided in Section 12-2-27, the area regulations are as follows:

<table>
<thead>
<tr>
<th>Standard Type</th>
<th>Measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>5,000 sq. ft. for all conditional uses</td>
</tr>
<tr>
<td>Minimum Lot Surface</td>
<td>50'</td>
</tr>
<tr>
<td>Minimum Floor Area</td>
<td>7,000 sq. ft.</td>
</tr>
<tr>
<td>Minimum Setback</td>
<td>Front 25', Side 10', Rear 10'</td>
</tr>
<tr>
<td>Maximum Height</td>
<td>35'</td>
</tr>
<tr>
<td>Density</td>
<td>Coverage by section</td>
</tr>
</tbody>
</table>

*Unless otherwise specified by planning commission*

(E) Building Height Limits:
Except as provided in Section 12-2-27, the height regulations are as follows:
1. No dwelling or other structure shall exceed thirty-five feet (35') in height.

(E) Area Regulations:
Except as provided in Section 12-2-27, the area regulations are as follows:
1. Minimum Floor Area
   One-Thousand square feet (1,000 sq. ft.) per structure.
2. Minimum Lot Area
   (a) Five-Thousand square feet (5,000 sq. ft.) per structure.
   (b) For all conditional uses, Five-Thousand square feet (5,000 sq. ft.), unless otherwise specified by the Planning Commission.
3. Minimum Lot Frontage
<table>
<thead>
<tr>
<th>GROUP</th>
<th>GROSS SQUARE FOOTAGE OF FLOOR AREA of STRUCTURE or LAND USE AREA</th>
<th>LAND USE or FLOOR AREA</th>
<th>MINIMUM OPEN SPACE LAND AREA REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>I.</td>
<td>75% - 99% Commercial (C.)/Office (O.)</td>
<td></td>
<td>20%</td>
</tr>
<tr>
<td></td>
<td>25% - 1% Residential (R.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>II.</td>
<td>50% - 75% C. &amp; O.</td>
<td></td>
<td>25%</td>
</tr>
<tr>
<td></td>
<td>50% - 25% R.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>III.</td>
<td>25% - 50% C. &amp; O.</td>
<td></td>
<td>35%</td>
</tr>
<tr>
<td></td>
<td>75% - 50% R.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IV.</td>
<td>10% - 25% C. &amp; O.</td>
<td></td>
<td>45%</td>
</tr>
<tr>
<td></td>
<td>5% - 9% R.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>V.</td>
<td>99% - 91% C. &amp; O.</td>
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<td>50%</td>
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4. In all applicable districts, the developer shall submit a proposal for the Open Space Land Area Required for Mixed-Use projects. The Open Space Land Area Requirement is to be provided on-site, in accordance with the 12-2-6 Definitions.

12-2-27 Supplemental Regulations for Setback, Height and Area

(A) The following are supplemental regulations for setbacks, height and area. These regulations will apply to all applicable projects and applications, in all applicable zoning districts no matter the land use action taken.

1. Additional Setback Regulations

   (a) R.O.W. Buffers: Where an improvement (structure, parking lot, etc.) borders of State Highway 34 right-of-way, the Planning Commission may require a buffer strip of such an extent and type as may be practical with a minimum width of twenty (20) feet or other adequate protection against hazards and undesirable effects of the highway, such as a fence or landscape earthen berm installed by the developer. Snow storage areas are allowed in this setback.

2. Additional Area Regulations - The following additional area regulations shall apply to all zone districts as set forth in this Article.

   (a) Unless authorized by the Board of Trustees, no basement or cellar shall be occupied for residential purposes until the remainder of the building has been substantially completed.

   (b) Open lattice enclosed fire escapes, fireproof outside stairways, and balconies opening upon fire towers, and the ordinary projections of chimneys and flues and eaves into the front, side or rear yard may be permitted by the Building Inspector for a distance of not more than Three and One-Half (3 1/2') feet and where the
same are so placed as not to obstruct light and ventilation of adjacent buildings.

i. Section (b) does not apply to the following district standards
   p. 12.2-17 Regulations for Commercial Transitional minimum front yard, minimum rear yard

ii. Section (b) does apply for the following district standards
   (b) 12.2-17 Regulations for Commercial Transitional minimum side yard (for a distance of 2 1/2 feet)

(c) For the purpose of the side yard regulations, a Two-Family Dwelling, or a Multiple Dwelling shall be considered as one building occupying one (1) Lot unless developed as a Planned Development.

(d) A structure presently encroaching into a setback shall not be allowed to make additions onto the structure within the boundary line measured from the lot line to the edge of the existing encroachment without seeking a variance from the Board of Trustees.

3. Additional Height Regulations - The following additional height regulations shall apply to all zone districts as set forth in this Article.

(a) Hospitals, institutions or schools, when permitted in a district, may exceed the maximum height regulations in the zone district in which they are located provided the maximum height for the use under question is set by the procedures outlined in 12.2-27B Variance Request Procedure, but in no instance shall such use exceed Forty-Two Feet (42') in height.

(b) Chimneys, church steeples, cooling towers, elevator bulkheads, fire towers, monuments, stacks, stage towers or theatre scenery lofts, tanks, water towers, ornamental towers, spires, grain elevators, or necessary mechanical appurtenances may exceed the maximum height regulations of the zone district in which they are located provided the maximum height for the use under question is set by the procedures outlined in 12.2-27B Variance Request Procedure, but in no instance shall such use exceed Sixty Feet (60') in height.

(c) Wireless telecommunications facilities may exceed the maximum height regulations of the zone district in which they are located provided the height is established by the Planning Commission during the Conditional Use review and they do not exceed a total height above the ground of One Hundred (100) feet.

4. Variances for these supplemental regulations to supplemental setback, area and height regulations may be granted by the Town Board of Trustees with recommendation from the Planning Commission unless otherwise stated.

(B) Variance Request Procedure -

Applicants must submit the Request for Variance from Zoning Regulations, with the required attachments and applicable fees, to Town Staff. The Planning Commission will hold a Public Hearing within 45 days from Town receipt of the application. Fifteen (15) days prior to the scheduled date, legal notice shall be placed in the local newspaper of general circulation advertising the time, date, location of the Public Hearing, as well as the variance request. In addition, certified letters are to be mailed.
December 11, 2017

To: Mayor Peterson and Town Trustees
From: Erin O'Rourke, Town Clerk Pro-Tem
RE: Special Events Liquor Permit Approval

An application for a Special Events Liquor Permit was received with the appropriate local fee, proof of possession, certificate of good corporate standing, and floor diagram, from the Grand Arts Council (GAC). The request is to sell malt, vinous and spirituous liquor by the drink for consumption on the premises only for a “Comedy Night in the Rockies” to be held Saturday, December 30, 2017 from 6:00p.m. to 10:00 p.m.

The GAC qualifies for a Special Events Permit in that it is incorporated with the State of Colorado as a non-profit social group, and has not received more than 15 Special Events Liquor License Permits for 2017 (this is their 1st request). The proposed location is the Community House at 1025 Grand Ave. The Community House is more than 500 feet from any educational institution; therefore, State Statute does not prohibit liquor from being sold from this location.

Public notice was posted on the premises and attested to by Grand Lake's Administrative Assistant, Rita Snock on November 30, 2017. The Grand County Sheriff’s Department reviewed the application and found no adverse information which would affect this permit.

The Board must investigate the application and must deny the permit if its issuance would injure the public welfare by reason of the nature or location of the special event, or failure of the applicant to conduct past special events in compliance with applicable laws and regulations.

Suggested Motion:
I move to approve the Special Events Liquor Permit Application from the Grand Arts Council for a “Comedy Night in the Rockies” to be held Saturday, December 30, 2017 from 6:00p.m. to 10:00p.m.
October 3, 2017

Grand County Sheriff's Office  
Attention: Records  
670 Spring Street  
P. O. Box 48  
Hot Sulphur Springs, CO 80451

To Whom This Concerns,

Enclosed please find a Special Events Permit Application from the Grand Arts Council. The request is to sell malt, vinous and spirituous liquor by the drink for consumption on the premises only for a “Comedy Night in the Rockies” event to be held Saturday, December 30, 2017 from 6:00 p.m. to 10:00 p.m. at the Grand Lake Community House at 1026 Park Avenue.

Grand Arts Council qualifies for a Special Events Permit in that it is incorporated with the State of Colorado as a non-profit entity, and has not received more than 15 Special Events Permits during 2017 (this is their 1st request for 2017).

Please review your files and advise if there have been any problems that would affect this request.

Thank you for your assistance.

Sincerely,

[Signature]
Erin O'Rourke  
Town Clerk Pro-Tem

Enclosures
APPLICATION FOR A SPECIAL EVENTS PERMIT

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NONPROFIT AND ONE OF THE FOLLOWING (See back for details.)

- [X] SOCIAL ATHLETIC
- [ ] SOCIAL FRATERNAL
- [ ] SOCIAL PATRISTIC
- [ ] SOCIAL POLITICAL
- [ ] SOCIAL RELIGIOUS INSTITUTION
- [ ] SOCIAL PHILANTHROPIC INSTITUTION
- [ ] SOCIAL CHURCHED BRANCH, LODGE OR CHAPTER
- [ ] SOCIAL RELIGIOUS INSTITUTION
- [ ] SOCIAL POLITICAL
- [ ] SOCIAL RELIGIOUS INSTITUTION
- [ ] SOCIAL MUNICIPALITY OWNING ARTS FACILITIES

LIAB TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

- [X] 2110 MALT, VINOUS AND SPIRITUOUS LIQUOR $25.00 PER DAY
- [ ] 2110 FERMENTED MALT BEVERAGE (3.2 Beer) $10.00 PER DAY

DO NOT WRITE IN THIS SPACE

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

Grand Arts Council

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL CANDIDATE (Include street, city/town and ZIP)

P O Box 762
Grand Lake, CO 80447

3. ADDRESS OF PLACE TO HAVE SPECIAL EVENT (Include street, city/town, and ZIP)

1025 Grand Ave.
Grand Lake, CO 80447

4. PHYSICIAN OR POLITICAL CANDIDATE

Kathy Knight
8/26/58
108 Roosevelt Av., HSS, CO 80451
970-531-9954

5. EVENT MANAGER

Andrea Cox
7/5/63
519 CR 4632, Grand Lake, CO 80447
970-531-0804

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?

[ ] NO [X] YES

HOW MANY DAYS?

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?

[ ] NO [X] YES TO WHOM?

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?

[ ] Yes [ ] No

LIST BELOW THE EXACT DATE(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours From</th>
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<td>12/30/17</td>
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</table>

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

SIGNATURE

Kathy Knight

TITLE

President

DATE

9-16-17

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

THEREFORE, THIS APPLICATION IS APPROVED.

LOCAL LICENSING AUTHORITY (CITY OR COUNTY)

<table>
<thead>
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<th>CITY</th>
<th>COUNTY</th>
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SIGNATURE

DATE

LIABILITY INFORMATION

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<th>License Account Number</th>
<th>Liability Date</th>
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(Instructions on Reverse Side)
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CON芙RS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
License #: 075776
HUB International Insurance Services (COL)
1129 17th Street, Suite 800
Denver, CO 80202

INSURED
Grand Arta Council
PO BOX 606
Grand Lake, CO 80447

COVERAGES

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF.</th>
<th>POLICY EXP.</th>
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<td>A X COMMERCIAL GENERAL LIABILITY</td>
<td>X 2017-10214</td>
<td>08/19/2017</td>
<td>08/19/2018</td>
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<td>AUTOMOBILE LIABILITY</td>
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<td>UNBRELLA LIABILITY</td>
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<tr>
<td>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</td>
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</table>
| DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is listed as additional insured in respect to the General Liability.

CERTIFICATE HOLDER

Town of Grand Lake
P.O. Box 99
Grand Lake, CO 80447

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

GRAND ARTS COUNCIL

is a

Nonprofit Corporation

formed or registered on 01/09/1990 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19901001546.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 09/11/2017 that have been posted, and by documents delivered to this office electronically through 09/13/2017 @ 10:48:02.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 09/13/2017 @ 10:48:02 in accordance with applicable law. This certificate is assigned Confirmation Number 10443289.

Secretary of State of the State of Colorado

***********End of Certificate***********

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/Biz/CertificateSearch.do, entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."
Grand Lake Community House

[Diagram of a building with measurements and annotations]
TOWN OF GRAND LAKE STRUCTURE AND FACILITY
APPLICATION AND USE AGREEMENT

According to the use policies for Town of Grand Lake public facilities and structures (outlined by Resolution), any group or governmental entity (user) desiring to use public facilities and structure shall comply with the terms of the Resolution. The following information is required for this Application and Use Agreement.

Inserting information:

User/Group Name: Grand Arts Council
User/Group Contact Person: Andrea Cox
Contact Mailing Address: PO Box 2122, Grand Lake CO 80447
Contact Daytime Telephone Number: 970-627-0804
Contact Email Address: andrea@skywayhi.com

Is this user group a Government, Non-Profit, or Special District? □ Yes □ No
Is this a recurring event? □ Yes □ No
Is this a pecuniary use? (Will you be selling something?) □ Yes □ No
Please indicate event name or use:

Comedy Night in the Rockies

Please identify your waste removal plan:

Will take trash with us.

Please check which structure(s) and/or facility (and applicable subsequent amenity) you would like to use as well as note the date(s) and time period(s):

- Community House ($225 Deposit) +PB
- Town Hall Board Room/Kitchen ($50/hr)
- Heckert Pavilion ($10-non-profit/$20 per hr)
  - Electricity Use Requested (+$25)
- Town Square Gazebo
  - Electricity Use Requested (+$25)
- Lakefront Park (Upper) Picnic Shelter
  - Electricity Use Requested (+$25)
  - ($7/non-profit/private $10 per hr)
- Lakefront Park (Lower) Picnic Shelter
  - Electricity Use Requested (+$25)
  - ($7/non-profit/private-pecuniary $10 per hr)
- Pitchen Annex ($225 Deposit) +PB
  - ($7/non-profit/private-pecuniary $10 per hr)

DATE REQUESTED-START & END TIME
(Maximum Use limited to 4 hours.)

6-10 pm
Saturday, June 30th.
Please identify all businesses (including addresses and phone numbers) that may be providing services for this use. This list should include caterers, music services, rental companies, etc. Businesses providing delivery services should also be included:

---

**NOTE:** No alcohol is allowed in Town Parks. If a private event, alcohol may be provided in the Community House only. If alcohol is to be sold, please contact the Town Clerk regarding liquor licensing.

**ACKNOWLEDGMENT:** By my signature, I and my organization (User) hereby acknowledge to have received a copy of the Town of Grand Lake Resolution of policies for the Town of Grand Lake Public Facilities and Structures and that the policies have been read, understood and are agreed to comply with the terms thereof.

---

**WAIVER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS CLAUSE:** By my signature, I agree and understand that the Town of Grand Lake is not responsible for the actions, activities or property of Users using the Town of Grand Lake’s structures and/or facilities and hereby, for myself and the User Group I represent, I release and absolve the Town of Grand Lake from any liability associated with those actions, activities and/or property described herein this Agreement. I further indemnify and hold harmless the Town of Grand Lake from any and all claims arising out of our use of the premises, including costs associated with cleaning and waste removal as well as all costs and attorney's fees incurred in collecting for damages to said structure and/or facility or defending against claims of Users or User's Invitees.

---

Town of Grand Lake  
P.O. Box 99  
Grand Lake, CO 80447  
Ph. (970) 627-3435  
FAX (970) 627-9290  
town@townofgrandlake.com
NOTICE
Pursuant to the Liquor Laws of Colorado
Grand Arts Council
P.O. Box 762
Grand Lake, CO 80447

Has requested the Licensing
Officials of Town of Grand Lake
To: Grant a Special Event Permit
License At: 1025 Grand Ave.
Community House

Hearing on Application to Be Held At:
Grand Lake Town Hall
1026 Park Avenue

Time and Date: December 11, 2017 @ 7:30 PM
Date of Application: September 16, 2017
By Order Of: G.L. Board of Trustees

Officers: Kathy Knight 106 Roosevelt Ave.
Hot Sulphur Springs, CO 80451
For: Saturday, December 30, 2017 6pm - 10pm
Grand Lake Town Clerk Pro-Tem
P.O. Box 99, Grand Lake, CO 80447
December 11, 2017

To: Mayor Petersen and Town Trustees  
From: Erin ORourke, Code Administrator  
RE: Special Event Permit Request – Grand Arts Council “Comedy Night in the Rockies”.

PURPOSE  
Grand Arts Council (GAC) has submitted a Special Event Permit (SEP) Application for consideration.

BACKGROUND INFORMATION  
Staff is in possession of a SEP Application submitted by GAC for a new event – Comedy Night in the Rockies. The comedy show is proposed to be held in the Community House the evening of Saturday, December 30, 2017. Final clean-up will occur immediately following the show.

According to the Town of Grand Lake Municipal Code, Chapter 11, Article 6, Section 3(C) – Special Event Permit Application Review and Approval:

1. Review Considerations
   The following factors shall be considered prior to approval of a SEP:
   (a) The predominant use of the primary facility being used; and
   (b) The proposed event and the event hours; and
   (c) Neighborhood compatibility; and
   (d) Effect of the proposed event on the community; and
   (e) The Town’s anticipated cost in staff time and equipment use; and
   (f) The benefit to non-profit from the event; and
   (g) The benefit to local businesses from the event; and
   (h) Duplication of services or sale items; and
   (i) Nature of the past event issues or similar past event issues.

2. Special Event Permit Approval
   (a) Approval by the Mayor
      The Mayor or the Mayor’s Designee may review and may approve the SEP based on 11-6-3(C)(1) Review Considerations and the following additional criteria:
      1. This is a reoccurring event with no issues in the past; and
      2. The event does not involve a Special Events Liquor Permit.

The Mayor or the Mayor’s Designee, for any reason, may defer review and approval of the SEP to the Board of Trustees.
(b) Approval by Board of Trustees
If approval is not obtained by 11-6-3(C)2(a) Approval by the Mayor, the Board of Trustees shall review the SEP application.

The Board shall review and may approve the application based on 11-6-3(C)1 Review Considerations. The Board, at its discretion, may require one or more of the following:
1. Require review of the SEP at a Public Hearing; and/or
2. Permit all or only a portion of the SEP application; and/or
3. Impose permit conditions on the event.

Because this is a first time event and because GAC will also be seeking a Special Events Liquor Permit, action by the Board of Trustees (Board) is required on the SEP Application.

The application and draft permit are attached and contain more detail.

STAFF COMMENTS
Staff believes that this event is not in conflict with the consideration factors listed above and should be a successful event for GAC. Further, Staff believes that this event should not require a public hearing.

Approval of this Special Event Permit will allow the Special Event Permit Liquor License process to move forward in advance of the event.

BOARD DISCUSSION
The Board should review and discuss the application, taking into consideration the factors listed above. Additionally, the Board should decide if a public hearing is necessary.

STAFF RECOMMENDATION
Staff recommends approval and execution of the Special Event Permit as presented.

BOARD ACTION
The Board should approve, deny or table the Special Event Permit application.

A suggested motion is provided below for your consideration:

I move to authorize Mayor Peterson to sign the Special Event Permit for the Grand Arts Council event known as Comedy Night in the Rockies as presented, upon confirmation from Staff that all other application requirements have been met and the Permit is ready for signature.
Town of Grand Lake

Special Event Permit (SEP) Application

The application must be submitted at least 30 days prior to the special event.

If the special event is for more than 1 day or involves liquor, the application must be submitted at least 90 days prior to the special event. A permit will not be issued if the applicant is delinquent on any accounts of the Town or any of its enterprise funds.

The following information is required. Attach additional pages/plans to the application, if needed.

Non-profit organization or governmental entity conducting the event:

Name: Grand Arts Council
Address: PO Box 762
City, State, Zip Code: Grand Lake, CO 80447
Phone: 970-531-0804
Contact Person: Andrea Cox  E-mail: andrea@rkynln.com

Contact person during event: Name: Andrea Cox  Phone: 970-531-0804
Contact person for clean-up: Name: Andrea Cox  Phone: 970-531-0804

Is this a first time event?  YES  NO

What is the precise nature of the event: Comedy Show with two comedians.

Itinerary (dates & times) for the event and the clean-up schedule:

Dec. 30th.
7 pm Doors Open  8 pm Show

List all Town facilities/parks to be used for event: Grand Lake Community House

What is the anticipated impact to on-street parking? 100 - 175 people -50

Please list exact dates, times, and locations of requested street closures or blocking of parking spaces: NA

Please state the compatibility with the surrounding properties and how the event might impact the neighboring businesses (comments from surrounding businesses might be required):
None other than parking

Please indicate all signage for the event with location, dates placed and removed, and dimensions of the signs:
On the town marquee

Please indicate how trash will be handled including placement and removal dates for containers:
Taken out of the building

Revised 6-21-13
Please list any special requests or services (electricity, sprinkler shut-off, sound system use, marquee announcement, use of Town Park kiosk etc.) to be provided by the Town:

Need the logging to work for the stage

The following items must be submitted with this application, if applicable:

<table>
<thead>
<tr>
<th>Site Plan including the following:</th>
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<tbody>
<tr>
<td>Dimensions and locations of specific activities</td>
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<tr>
<td>✓ Delination for liquor service and consumption</td>
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<tr>
<td>Ingress and egress points</td>
</tr>
<tr>
<td>Off-street parking and traffic circulation</td>
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<tr>
<td>Location of any signage</td>
</tr>
<tr>
<td>Trash can/dumpster locations</td>
</tr>
<tr>
<td>Restrooms/porta-potties</td>
</tr>
<tr>
<td>Copies of Colorado and Grand Lake Sales Tax Licenses</td>
</tr>
<tr>
<td>Copy of Government or Non-Profit Status</td>
</tr>
<tr>
<td>Copy of Grand Lake Business License (or Peddler’s application)</td>
</tr>
<tr>
<td>Copy of Liquor License application or license</td>
</tr>
<tr>
<td>Endorsed Liability Insurance with Town of Grand Lake listed as additional insured</td>
</tr>
<tr>
<td><strong>Refundable Damage deposit - $100.00</strong></td>
</tr>
<tr>
<td>Any other information which is pertinent to the event</td>
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</table>

**Clean-up must be completed within 24 hours of the end of the event or Town Staff will clean up. Charges for Town Staff to clean up are billed at $50.00 per hour per person.**

The applicant acknowledges by signing below he/she has received, reviewed and understands the requirements set forth in Municipal Code Chapter 11: Municipal Property Regulations. The applicant further acknowledges by signing below the information contained on the application is true and correct and that submission of false information shall be cause for the SEP to be immediately revoked without notice or hearing. During the event, the SEP shall be available and presented upon demand at the location of the Special Event.

- No stakes may be used in Town Park, Lakeshore Park, or Triangle Park.
- No alcohol is allowed unless a Special Events Liquor Permit has been issued.

Signature: [Signature] Date: 11/30/17

Applicant: Printed Name: Andrea Cox
City, State, Zip Code: CA 80447
Cell Phone: 970-531-0804
Address: PO Box 762
Home Phone: 
E-mail: andrea@hayltdhi.com

Town of Grand Lake, P. O. Box 99, Grand Lake, CO 80447
PH. (970) 627-3435 FAX (970) 627-9290 town@townofgrandlake.com

Date Received: __________ Damage Deposit received (date/amount): __________
Liability Insurance Received: __________ Staff Review Date: __________ Staff Member: __________

Revised 6-21-13
SPECIAL EVENT PERMIT

Comedy Night in the Rockies

THIS SPECIAL EVENT PERMIT, ISSUED BY THE TOWN OF GRAND LAKE, AUTHORIZES THE GRAND ARTS COUNCIL (GAC) USE OF THE COMMUNITY HOUSE ON SATURDAY, DECEMBER 30, 2017 FROM 12PM TO 10PM FOR A" COMEDY NIGHT IN THE ROCKIES". CONCERT DOORS OPEN 7PM.

THE GRAND ARTS COUNCIL IS A 501(3)(C) ORGANIZATION. THIS PERMIT ALSO AUTHORIZES:

- THE GAC HAS APPLIED FOR A SPECIAL USE PERMIT (LIQUOR LICENSE) BY THE TOWN OF GRAND LAKE.
- GAC MEMBERS ARE RESPONSIBLE FOR CLEAN UP OF COMMUNITY HOUSE BY 11 PM DECEMBER 30, 2017. TRASH WILL BE BAGGED AND DISCARDED APPROPRIATELY.
- THE TOWN WILL ANNOUNCE THE EVENT ON THE MARQUEE. REQUESTED MARQUEE ANNOUNCEMENT:

  COMEDY NIGHT IN THE ROCKIES
  COMM HOUSE DEC 30 7PM

THE GAC CONTACT PERSON IS ANDREA COX WHO MAY BE REACHED AT 531-0804.

______________________________________________
JAMES C. PETERSON, MAYOR

PC: SHERIFF’S DEPT.
TOWN OF GRAND LAKE PUBLIC WORKS DEPT.
<table>
<thead>
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<th>Invoice Date</th>
<th>GL Account and Title</th>
<th>Description</th>
<th>Net Invoice Amount</th>
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TOWN OF GRAND LAKE COMBINED ACCOUNTS PAYABLE AND ACCOUNTS PAYABLE - ALREADY PAID (ATTACHMENT 1A): NOVEMBER 2017

**Mayor:**
KATHLEEN A. LEWIS, MAYOR PRO-TEM

**Attest:**
ERIN OROURKE, TOWN CLERK PRO-TEM