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.) The Grand Lake Town Trustee Candidate Forum will be held Tuesday, March 13th at 5:00
   p.m. at the Grand Lake Center, if you have any questions please contact the Grand Lake
   Chamber of Commerce.

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
   * 1.) Minutes – February 26, 2018. (Page E1)

I.) FINANCE REPORTS
   * 1.) Approval of Accounts Payable (Page E5)

J.) OLD BUSINESS- NONE

K.) NEW BUSINESS
   * 1.) Consideration to adopt Resolution No XX-2018, a resolution supporting the
   certification of the Grand Lake Creative District in Grand Lake, Colorado. (Page E14)
   * 2.) Consideration to approve the Intergovernmental Agreement between the Town of
   Grand Lake and Grand County between the Town of Grand Lake, the Town of
   Granby, and the Town of Kremmling embarking on an Affordable Housing Needs
   Assessment. (Page E17)

L.) LOCAL LIQUOR LICENSING AUTHORITY- QUASI-JUDICIAL- NONE

M.) MAYOR’S REPORT AND COMMENT

N.) ADJOURNMENT
RECORD OF PROCEEDINGS

REGULAR EVENING MEETING
TOWN OF GRAND LAKE BOARD OF TRUSTEES
MONDAY, FEBRUARY 26, 2018 7:30 P.M.

CALL TO ORDER: The evening 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 Bruegger; Town Manager White, Town Clerk Carrell, and Town Code Administrator ORourke.

ABSENT: Mayor Pro-Tem Lewis moved for a motion to excuse Trustee Jenkins from the workshop and evening meeting. Trustee Kudron seconded the motion, all Trustee’s voted aye.

It was noted that Trustee Solgot did send an email on February 26, 2018 at 2:33 p.m. stating she was sick and not able to attend either meeting tonight. Trustee Goodfellow contacted Town Clerk Carrell the morning of February 26, 2018 and asked to participate by phone. The Board tabled the matter of Trustee’s Goodfellow and Solgot absences until next meeting.

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.

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 of interest by anyone on the Board.

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.
Brian Reynolds, 747 County Road 4480. Mr. Reynolds stated his wife and he are the new owners of “Meandering Moose Mini Golf”. Their mini golf project will be coming before the Board on the upcoming agenda, but wanted to make an appearance as they may be out of town that night, but will have a representative here to answer any questions.

SCHEDULED PRESENTATIONS/DELEGATIONS: NONE.

APPROVAL OF MINUTES: Mayor Pro-Tem Lewis moved to approve the February 12, 2018 minutes as presented. Trustee Bruegger seconded the motion and all Trustee’s voted aye, except Trustee Kudron who was abstained.

APPROVAL OF ACCOUNTS PAYABLE: Mayor Peterson moved the approval of accounts payable to the following meeting due to our Financial Trustee being absent.

OLD BUSINESS: NONE.

NEW BUSINESS:

Consideration to approve the Doris Braun memorial plaque.

Peter Esmonde, 14 County Rd 4691. Mr. Esmonde presented the Board with a copy of the proposed plaque on behalf of the Braun Family and the Grand Lake Gentlemen’s Club.

Trustee Kudron moved to approve the Doris Braun memorial plaque and rock to be placed at a suitable location on Town property in Grand Lake, Colorado, with the Town to provide the necessary resources in order to support the placement of the memorial at the Town’s cost. Mayor Pro-Tem Lewis seconded the motion and all Trustee’s voted aye.

Consideration to approve a Special Event Permit Application for “Parker’s Platoon” ice fishing tournament on Grand Lake.

Presented by Town Code Administrator O’Rourke.

Francesca Parker, 12525 Hwy 34. Mrs. Parker appeared before the Board on behalf of “Parkers Platoon”. They hope to make this an annual event here in Grand Lake to support our wounded veterans.
Mayor Pro-Tem Lewis moved for the Mayor to approve the Special Event Permit for “Parker’s Platoon”. Trustee Kudron seconded the motion and all Trustee’s voted aye.

**Consideration to adopt Ordinance 02-2018; an ordinance of the Board of Trustees of the Town of Grand Lake, Colorado approving a loan from the Colorado Water Resources and Power Development Authority ("CWRPDA") in the aggregate principal amount not to exceed $1,600,000; Authorizing the forms and execution of the loan agreement and governmental agency bond to evidence such loan; Authorizing improvements to the Town's water system; and prescribing other details in connection therewith.**

Town Manager White and Water Superintendent, Dave Johnson presented to the Board.

Trustee Kudron moved to approve Ordinance No. 02-2018. Trustee Bruegger seconded the motion and all Trustees voted aye.

A roll call was requested by affidavit. Trustee Bruegger voted aye; Trustee Kudron voted aye; Mayor Pro Tem Lewis voted aye; and Mayor Peterson voted aye; Trustees Goodfellow, Jenkins and Solgot were absent.

**Consideration to approve a Loan Agreement between Colorado Water Resources and Power Development Authority and the Town of Grand Lake, Colorado, acting by and through its Water Enterprise.**

Monica Rosenbluth, representing Butler Snow, 1801 California Street, Suite 5100, Denver, CO. Ms. Rosenbluth presented to the Board a summary of the Ordinance and the loan agreement, which was followed by some discussion between Trustees.

Trustee Kudron moved to approve the loan agreement between Colorado Water Resources and Power Development Authority and the Town of Grand Lake, Colorado. Mayor Pro-Tem Lewis seconded the motion, and all Trustees voted aye.

**Consideration to approve Butler Snow as the Bond Counsel to the Town of Grand Lake in regards to the Loan with Colorado Water Resources and Power Development Authority.**

Town Manager White presented the role of Butler Snow to the Board. A short discussion pursued with both Town Manger White and Monica Rosenbluth (Butler Snow) answering questions.
Trustee Bruegger moved to approve Butler Snow as the Bond Counsel to the Town of Grand Lake in regards to the Loan with Colorado Water Resources and Power Development. Mayor Pro-Tem Lewis seconded the motion and all Trustees voted aye.

LIQUOR LICENSING AUTHORITY:

Consideration of a Special Event Liquor License Application from the Grand Arts Council for a "Bonnie Raitt Tribute Concert."

Presented by Town Clerk Carrell.

Jim Cervenka, 236 Lakeview Drive. Mr. Cervenka appeared on behalf of the Grand Arts Council.

Mayor Pro-Tem Lewis moved to approve the Special Event Liquor License Application for a "Bonnie Raitt Tribute Concert" to be held on March 24, 2018 from 4:00 to 10:00p.m. Trustee Bruegger seconded the motion, all Trustees voted aye.

MAYOR'S REPORT
AND COMMENT:

Mayor Peterson reviewed upcoming summer events in the Town, to make the community aware to expect a lot of people.

ADJOURNMENT:

Mayor Pro-Tem Lewis moved to adjourn, seconded by Trustee Bruegger. All Trustees voted aye, and the meeting was adjourned at 8:03 p.m., February 26, 2018.

JAMES C. PETERSON,
MAYOR

ATTEST: ALAYNA CARRELL,
TOWN CLERK
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TOWN OF GRAND LAKE COMBINED ACCOUNTS PAYABLE AND ACCOUNTS PAYABLE - ALREADY PAID (ATTACHMENT A): MARCH 2010

MAYOR: [Signature]
JAMES C. PETERSON, MAYOR

ATTEST: [Signature]
ALAYNA CARRELL, TOWN CLERK
ATTACHMENT A

ACCOUNTS PAYABLE - ALREADY PAID

FEBRUARY 2018

ALREADY PAID

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TOTAL ALREADY PAID $1,889.01

Payroll Already Paid

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TOTAL Gross Salaries $45,233.09 $15,191.32 $990.24 $61,414.65

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Total Payroll Taxes/Benefits $46,642.78
TO: Mayor Peterson and Town Trustees

From: Nathaniel Shull; Town Planner and Jim White; Town Manager

Date: March 12, 2018

RE: Consideration to adopt Resolution XX 2018, a resolution supporting the certification of the Grand Lake Creative District in Grand Lake, CO

Mayor and Board of Trustees,

Colorful Creatives, an established 501-C3 organization, is applying for creative district status with Colorado Creative Industries, a program housed within the State of Colorado’s Office of Economic Development and International Trade. The district designation is being sought to encourage a year-round creative, sustainable community of artists in Grand Lake that will help to increase economic activity, attract visitors, and build strong businesses.

In completing the application, the local jurisdiction for which the district is to be located is responsible for approving a resolution affirming their support for the project. A draft resolution has been attached to this memorandum for your review.

Your attention to this matter is greatly appreciated. Ms. DiAnn Butler, the Grand County Economic Development Director will be happy to answer any questions related to this request that you may have.

Kind Regards,

Nathaniel Shull
Town Planner

Jim White
Town Manager

P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099
PH. 970/627-3435
FAX 970/627-9290
E-MAIL town@townofgrandlake.com
TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION XX-2018

A RESOLUTION SUPPORTING THE CERTIFICATION OF THE GRAND LAKE CREATIVE DISTRICT IN GRAND LAKE, COLORADO

WHEREAS, In 2011, the Colorado legislature passed HB11-1031 that encourages the formation of Creative Districts in communities, neighborhoods, or contiguous geographic areas, for the purposes of attracting creative entrepreneurs and artists to a community, infusing new energy and innovation which in turn will enhance the economic and civic capital of the community; and

WHEREAS, The Town of Grand Lake is a small town situated on a natural lake surrounded by the beautiful Rockies and Rocky Mountain National Park, a place that inspires those who live and visit to breathe deep, live it, and create art; and

WHEREAS, The people of Grand Lake recognize the authenticity, integrity and inclusivity of the Creative Community as an inherent asset in the building of a stronger and more vibrant community; and

WHEREAS, The Town of Grand Lake supports the vision of a place that inspires, nurtures, shares, appreciates, and energizes creative peoples of vast potential; and

WHEREAS, The Town of Grand Lake recognizes the Grand Lake Creative District as an important cultural asset to the town; and

WHEREAS, The Town of Grand Lake supports the Mission of the Grand Lake Creative District to champion and nurture an environment that supports a year-round creative, sustainable community that empowers everyone; and

WHEREAS, The Town of Grand Lake supports the Strategic Plan of the Grand Lake Creative District; and

WHEREAS, The Town of Grand Lake endorsed the designated Grand Lake Creative District boundaries as put forth, to include the communities and neighborhoods contiguous to the Town’s boundaries as to encourage the entire community’s creative growth; and

WHEREAS, Existing creative enterprises within the district, notably the Rocky Mountain Repertory Theatre, Grand Lake Area Historical Society, and Grand Arts Council are valued community assets to the Grand Lake Creative District; and

WHEREAS, Activities in the District include community gatherings, a vibrant music scene and celebrations that help define the Town and connect its citizens; and

WHEREAS, The Town of Grand Lake seeks to increase the economic activity, attract visitors, and to build strong businesses within the District.
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO,

THAT, the Board of Trustees hereby supports the certification of the Grand Lake Creative District.


(SEAL)

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

ATTEST:
Alayna Carroll,
Town Clerk

TOWN OF GRAND LAKE
James C. Peterson
Mayor
Date: March 12, 2018

To: Mayor Peterson and Town Trustees

From: Jim White, Town Manager

RE: Intergovernmental Agreement

PURPOSE

The purpose of this item is to review the Intergovernmental Agreement proposed by Grand County between the Town of Grand Lake, the Town of Granby, and the Town of Kremmling embarking on an Affordable Housing Needs Assessment.

STAFF COMMENTS/STAFF RECOMMENDATION

Sheena Darland, Grand County Housing Authority presented to the Town Board in late fall 2017.

At that time she indicated the County’s plan to pursue this with the aforementioned towns and she asked for financial support from each of the towns as well, in the amount of $5000. The Town of Winter Park and the Town of Fraser were not included in this study as they both recently completed housing assessment studies of their own. Grand County will contribute $53,000 for the Housing Assessment. Each Town will sign in its own designated area and the signatures will be consolidated.

SUGGESTED MOTION

I move to approve the intergovernmental Agreement between the Town of Grand Lake and Grand County to conduct a Housing Needs Assessment and support the Town’s commitment of $5000 (to defray the overall costs).
INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into, effective this 12th day of March, 2018, by and between the Town of Kremmling, Colorado (Kremmling), the Town of Grand Lake, Colorado (Grand Lake), and the Town of Granby, Colorado (Granby) (collectively Towns), and the Grand County Housing Authority, Colorado (Authority), (collectively, the “Parties”).

ARTICLE 1.0 - RECITALS AND PURPOSE

1.1 The towns of Kremmling, Grand Lake, Granby are political subdivisions of the State of Colorado. The Grand County Housing Authority is an authority created pursuant to C.R.S. 29-4-501 et seq.

1.2 The Constitution and Statutes of the State of Colorado, particularly Part 2, Article 1, Title 29, Colorado Revised Statutes, as amended, authorize political subdivisions to enter into agreements which may be of mutual benefit to the Parties. C.R.S. 29-4-505 allows the Authority to make and execute contracts necessary to the exercise of the powers of the Authority.

1.3 The Parties desire to confirm their understanding and agreement on certain cooperative matters, as set forth in this Agreement.

1.4 This Agreement has been authorized and approved by the governing body of each of the Parties hereto.

1.5 The Parties hereto are embarking upon an affordable housing needs assessment for Grand County which includes the towns of Granby, Kremmling, Grand Lake and unincorporated Grand County.

1.6 The Parties agree that the needs assessment is necessary to provide and assess the county’s and Town’s affordable housing needs.

1.7 The Parties desire to enter into this reimbursement Agreement whereby the Town will reimburse the Authority for a portion of the costs associated with the needs assessment.

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

ARTICLE 2.0 -- AFFORDABLE HOUSING NEEDS ASSESSMENT

2.1 The Towns and the Authority agree to share the cost of the Affordable Housing Needs Assessment by allocating the costs as follows: the Town of Kremmling shall pay $5,000.00, the Town of Grand Lake shall pay $5,000.00, the Town of Granby shall pay $5,000.00 and Grand County Housing Authority shall pay the balance of the cost $53,000.00.
The Towns shall pay such respective share to the Authority within thirty (30) days of the effective date of this Agreement.

Upon receipt of the assessment the Authority shall make the report available to the towns for their use.

**ARTICLE 3.0 - APPROPRIATIONS**

Each party represents to the other that it has appropriated sufficient funds to pay its share of the costs. This Agreement is not intended to create any debt or other multiple-fiscal year financial obligation of either party, and payment of any funds may become due in any subsequent fiscal year is subject to annual appropriations.

**ARTICLE 4.0 - MISCELLANEOUS PROVISIONS**

4.1 Any notice hereunder shall be in writing and may be given by mailing to the address set forth below for the Party for whom the notice is intended, to be effective one day after delivery to a national overnight delivery courier service, cost prepaid, or three days following deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by actual delivery to the party by other means including facsimile or e-mail. Mailed notice shall be addressed as follows:

GRAND COUNTY HOUSING AUTHORITY
County Manager
Grand County Courthouse
P.O. Box 264
Hot Sulphur Springs, CO 80451

TOWN OF KREMMLING

GRAND COUNTY HOUSING AUTHORITY
County Manager
Grand County Courthouse
P.O. Box 264
Hot Sulphur Springs, CO 80451

TOWN OF GRANBY, COLORADO

TOWN OF GRAND LAKE
Town Manager
PO Box 909
Grand Lake, CO 80447

4.2 The Parties are entitled to the protections and immunities provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time amended. Nothing contained herein is intended, nor shall any provision hereof be construed as a waiver of such protections and immunities.

4.3 The substantive laws of the State of Colorado (and not its conflicts of law principles) govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation its validity, interpretation, construction,
performance and enforcement. Venue for any action hereunder shall be in the District Court, County of Grand, State of Colorado.

4.4 This Agreement shall be binding upon the successors and assigns of the parties hereto.

4.5 This Agreement may be executed in one or more counterparts, each of which shall be an original but all of which shall together constitute one and the same document. Facsimile, electronically scanned or electronically signed copies of an original signature by either Party shall be binding as if they were original signatures.

4.6 Each person signing this Agreement in a representative capacity expressly represents that the signatory has the subject Party’s authority to so sign and that the subject Party will be bound by the signatory’s execution of this Agreement.

4.7 Nothing in this Agreement shall be construed to create any rights in or duties to any third party, nor any liability or standard of care with reference to any third party. This Agreement shall not confer any right, or remedy upon any person other than the Parties.

4.8 The waiver of any breach of a term, provision or requirement hereof shall not be construed as a waiver of any other term, provision or requirement or any subsequent breach of the same term, provision or requirement. No failure by either Party to exercise any right it may have shall be deemed to be a waiver of that right or the right to demand exact compliance with the terms of this Agreement.

4.9 Neither this Agreement nor any of its provisions may be amended or otherwise modified, except by a written instrument signed all Parties and then only to the extent expressly provided therein.

4.10 Each Party and its legal counsel have reviewed this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

4.11 The captions of this Agreement are for convenience only, are not part of the Agreement, and do not in any way limit or amplify its terms and provisions.

4.12 To the extent that this Agreement may be executed and performance of the obligations of the Parties may be accomplished within the intent of the Agreement, the terms of this Agreement are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.
4.13 This Agreement, together with its exhibits and attachments, is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion or modification hereto shall have any force or effect whatsoever.

4.14 This Agreement 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 writing signed by all Parties and specifically referring hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement, effective the date first above mentioned.

GRAND COUNTY HOUSING AUTHORITY
BY: ____________________________
Chairperson,

ATTEST:

______________________________
County Clerk

TOWN OF GRANBY
BY: ____________________________

ATTEST:

______________________________
Town Clerk

TOWN OF GRAND LAKE, COLORADO
BY: ____________________________

ATTEST:

______________________________
Town Clerk

TOWN OF KREMMLING, COLORADO
BY: ____________________________

ATTEST:

______________________________
Town Clerk
Date: 03/12/2018

To: Mayor Peterson and Board of Trustees
From: Nate Shull, Town Planner

RE: Consideration to adopt Resolution XX-2018, a resolution granting approval of the Final Development Plan for the Meandering Moose Miniature Golf located at Lots 1-4, Block 27, Town of Grand Lake, more commonly referred to as 518-526 Grand Avenue.

Attachments:
- Land Use Review Application
- Owner’s Policy of Title
- Revised Narrative Summary
- Grading and Erosion Control Plan
- Drainage Report
- Site (Parking/Access) and Utility Plan
- Landscape Plan
- Course Layout Plan
- Detail Sheets
- Lighting Study
- Improvements Agreement
- Lot Line Agreement
- Resolution XX-2018

Purpose
The Town has received a land use application to develop a miniature golf course located on Lots 1-4, Block 27 of the Town of Grand Lake. The Planning Commission moved to recommend approval of the Meandering Moose Miniature Golf at their February 21st regular meeting. The applicant is seeking approval of his final development application by the Board of Trustees upon their review. The applicant is Mr. Brian Reynolds.

Background Information
June 22nd, 2009 – Board of Trustees adopts Resolution 16-2009; a Resolution addressing the north 30’ of Lots 1-4, Block 27 of the Town of Grand Lake.

We do hereby endorse and fully support the Grand County Board of County Commissioners' plausible desire to sell the north 30’ of Lots 1-4, Block 27 (a.k.a the Glacial Moraine) of the Town of Grand Lake to a third party with the provision that prior to the transfer of the property, the future buyer develop an engineered stabilization plan, with a timeline for execution of the plan, to be presented and approved by the Town of Grand Lake to ensure the stabilization of this parcel for the protection of the safety and welfare of persons and public property.

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PH. 970/627-3435
FAX 970/627-9290
E-MAIL town@townofgrandlake.com
April 13th, 2010 – Town staff approves an engineered grading permit application for Lots 1-2, Block 27, Town of Grand Lake

May 10th, 2010 – Board of Trustees adopts Resolution 14-2010, a resolution approving grading work for the Grand Avenue Right-of-Way adjacent to Lots 1-2, Block 27

Part 1: The Board of Trustees hereby approves all work depicted on Exhibit ‘A’, attached hereto and incorporated herein by reference with the following conditions

1) That the work performed is to be verified by the Town of Grand Lake staff in accordance with Exhibit ‘A’; and

2) That all disturbed areas will be vegetated and/or blanketed upon completion of ground disturbance for sediment and erosion control; and

3) That ATH specialties is to name the Town of Grand Lake as additional insured

October 11th, 2010 – Board of Trustees adopts Resolution 23–2010, a resolution granting an extension to the grading permit

December 1st, 2012 – Grading Permit Expires

June 24th, 2013 – Planning Commission adopts Resolution 07-2013, a resolution recommending approval of a grading permit for Lots 1-4, Block 27, as well as the Town rights-of-way adjacent to Lots 1-4, Block 27.

June 29th, 2013 – Board of Trustees adopts Resolution 07-2013, a resolution granting a grading permit for Lots 1-2, Block 27, Town of Grand Lake, as well as the Town rights-of-way adjacent to Lots 1-4, Block 27.

October 13th, 2014 – Board of Trustees adopts Resolution 07-2013, a resolution granting an extension to the grading permit. Conditions of resolution included

1) The applicant shall not request another extension to the permit

2) All other conditions of the permit are to remain unchanged

June 2nd, 2016 – Owner ATH Specialties given administrative enforcement warning notice by Town of Grand Lake for obstruction of public right-of-way

June 13th, 2016 – Board of Trustees adopts Resolution 10-2016, a resolution granting an encroachment license into the Grand Ave right of way for certain improvements located adjacent to Lots 1-4, Block 27, Town of Grand Lake

October 19th, 2016 – Mr. Todd E. Hammerlund conveys title of property through warranty deed to Mr. Brian S. and Mrs. Gretchen R. Reynolds

April 14th, 2017 – Mr. Brian Reynolds submits a land use application to the Town for development of an 18-hole miniature golf course

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May 3rd, 2017 – Planning Commission approves the preliminary development application for the Meandering Moose Miniature Golf with conditions
   1) Develop an adequate drainage plan
   2) Develop a parking plan along Grand Ave (compatible/adjustable to future streetscape work)
   3) Develop a parking and access plan for Jefferson Street
   4) Modify the existing lighting plan

June 23rd, 2017 – Planning Commission disapproves the final development application, citing certain requirements that must be met through revision and resubmission by the applicant, and requesting review again upon resubmission.

February 21st, 2018 – Planning Commission adopts Resolution 02 – 2018, a resolution recommending approval of the final development application for the Meandering Moose Miniature Golf on Lots 1-4, Block 27, Town of Grand Lake, with the following conditions
   1) The Drainage Plan (Grading and Erosion Control) be implemented as specified by the engineer in compliance with Town of Grand Lake Standards; and,
   2) The applicant obtain certification from the engineer that the Drainage Plan has been built to Town of Grand Lake Standards; and,
   3) The applicant is to restore/repair the alley to its original condition after excavation—compacted road base

Municipal Code
Municipal Code 12-9-2 (E)5
Board of Trustees Review
   (b) The Town Board of Trustees shall review the Final Development Application within thirty-five (35) days of receipt of transmittal from the Planning Commission at a regularly scheduled public meeting...
      1. If the Board of Trustees determines that the Final Development Application submission complies with the applicable requirements of these regulations, the Board of Trustees shall authorize the Mayor to endorse the Board of Trustees’ Certification Block on the Plat/Plan
      2. If the Final Development Plan is approved subject to conditions, the formal acceptance and recording of such approval shall not be made until the applicant has obtained the signature of the Mayor of the Town on the Plat or Plan face. All conditions must be satisfied before any Town signatures are affixed thereto.
      3. The only basis for rejection of a final Development Application shall be its non-conformance to adopted rules, regulations and Sections of the Municipal Code currently in force and effect and the lack of conformance with the approved Preliminary Development Application.
   (c) The Board of Trustees shall record the Final Development Application with the Town Clerk within five (5) working days of approval of the Final Development Application by the Board of Trustees. The Town Clerk shall endorse the

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Staff Comments
Staff received a complete submission of the Final Development Application for the Meandering Moose Miniature Golf proposal on January 31st, 2018. This includes all required written and graphic material as laid out in 12-9-2(E), and any additional requests of staff. Below are staff comments on the submitted Final Development Application.

Title Work
The applicant has provided a copy of his Owner’s Policy of Title Insurance (by Westcor Land Title Insurance Company) proving present ownership of the property.

Updated Narrative Proposal
The applicant was able to thoroughly address the concerns raised by the public, commissioners, and staff in this update. He provided separate responses to concerns about lighting, noise, traffic/parking, and loading/deliveries.

Lighting Plan
Regarding lighting, Mr. Reynolds had researched the possibility of modifying his lighting plan to include foot path lighting, shorter poles, and/or “screening/shielding” options. He suggested that foot path lighting would be impractical from a safety management perspective, simply because that type of lighting disperses light inadequately for staff to see all activities throughout the course. He suggested shorter poles at 20’ could work, however, with the efficiency of the new lighting fixtures he will be using, a reduction in height is no longer necessary to reduce back-light dispersion. He also suggested that, if needed, a shield could be used on the light fixture at the top of the hill to guarantee focused light, so long as it does not compromise safety management of the site.

Staff believes these responses are legitimate, and would encourage the applicant to compromise by considering shielding or screening the light pole(s) at the top of the hill.

As an alternative to his original lighting plan, Mr. Reynolds will now be using a dark-sky, LED light fixture product. The product he has chosen is by American Electrical Lighting (AEL) part of the Autobahn Series ATB2 LED Roadway Lighting.
> Staff noticed that Mr. Reynolds has submitted two lighting plans; one showing the original lumen factors using standard light fixtures and one showing the newest lumen factors using LED “dark-sky” light fixtures. Staff recommends the original lighting plan using standard lighting NOT be considered for approval, given the alternative, more preferable option.

**Noise**

Regarding noise, Mr. Reynolds stated that he intends to adhere to the Town’s regulations regarding hours of operations and noise. Staff, in interpreting the regulations, would imply that none of the proposed activities of the development would cause a “disturbance of the peace” or “unnecessary noise”. If music speakers are to be a feature of the golf course design, then staff recommends the applicant lower the volume after 8:00 PM while in operation.

**Traffic/Parking**

Regarding traffic and parking (on and about adjacent properties), Mr. Reynolds suggested he will do his best to prevent miniature golf patrons from parking in unauthorized locations (i.e. other private lots/spaces). Staff would argue that it is not a private property owner’s responsibility to monitor parking of its customers outside the limits of their property, so long as the provide enough parking by Town Code standards. That responsibility would fall on the Code Administrator of the Town. Additionally, with more public parking spaces anticipated to be added to Grand Ave, it is likely that there will be enough supply to accommodate overflow.

**Loading/Deliveries**

Regarding loading and deliveries, Mr. Reynolds explained that during construction, he will provide access to the site for materials and other deliveries and will work with Town staff to close portions of Jefferson St when interior access becomes blocked off. Mr. Reynolds plans to use the alley for permanent deliveries.

Staff is satisfied with this response, since construction deliveries are normal activities that Town, so long as they are informed, are willing to assist in (street closures). Also, as the alley will no longer be used to carry traffic exiting from the business as was originally designed, use of the alley as a loading zone would be a normal function and acceptable to staff.

**Grading and Erosion Control Plan/Drainage Report**

The applicant has provided a proper Grading and Erosion Control Plan designed and stamped by TKE Engineering, a professionally licensed engineer in the State of Colorado. The Plan shows

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the proposed contour at 1' intervals, and construction details of the final drainage system, including application and placement of storm inlet protection and check dams. Also indicated are temporary erosion control measures including sediment control logs and silt fencing.

An accompanying drainage report was provided by TKE Engineering, detailing the historic flow rates of the site, and the proposed handling of drainage over the entire site and at specific concentration points. The conclusion drawn by the engineer is provided below.

"Due to the micro-basin drainage function of the golf course, we are no proposing a single on-site water quality or detention pond. The water treatment and detention volume for this site is 0.043 ac-ft, or 1873 ft^3. That is equivalent to 1" of rain over the golf course area, or ½" of rain over the entire basin. The course holes, associated landscaping, and water features will essentially hold and absorb the 1" of rain required to be treated."

Staff believes this revised submission properly addresses staff and commissioners’ concerns and is satisfied with the resulting Plan, with evidence showing adequate handling of storm water runoff on-site and proper drainage and erosion control interventions to be installed.

Staff is in belief that the latest Grading and Erosion Control Plan provided by TKE Engineering is to be used for final submission, while the original grading plan submitted by Harris Design at the Pre-Development Application stage, should not be used.

Site, (Parking/Access), and Utility Plan

The applicant has provided a proper Site, Parking/Access, and Utility Plan designed and stamped by TKE Engineering, a professionally licensed engineer in the State of Colorado. The Plan has the correct legal address labeled, indicates the lot numbers and block dimensions, and the size dimensions of the proposed clubhouse, including total square footage. The Plan also shows the location of future accessible parking (both on Grand Ave and additionally on Jefferson Street) with specified dimensions, and an access route (walk path) along the right-of-way. Additionally, the Plan indicates sewer and water service line extensions into the site tapping from existing main lines.

Staff believes this revised submission properly addresses staff and commissioners’ concerns and is satisfied with the resulting Plan.

Staff is in belief that the latest Site, Parking/Access, and Utility Plan provided by TKE Engineering is to be used for final submission, while the original Site Plan submitted by Harris Design at the Pre-Development Application stage, and resubmitted today, should not be used.

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Landscape Plan

The applicant has provided a revised Landscape Plan designed by Gary Roeseller, licensed Colorado Landscape Architect. The Plan includes the requested diagram of the split-rail fencing to be used, including height and material.

Staff believes this revised submission properly addresses staff and commissioners’ concerns and is satisfied with the resulting Plan.

Improvements Agreement

An improvements agreement for all public improvements has been prepared to be executed by the developer. Those public improvements listed in the agreement include...

- Parking Spaces (paving and striping)
- Sidewalk/Walking Path
- Storm Drainage Structures and Erosion Control Devices
- Retaining Wall and Associated Structures
- Landscaping/Revegetation

All improvements are illustrated in Exhibits A and B, which is attached and incorporated by reference to the improvements agreement. Additionally, a bond, or performance guarantee, equal to the total estimated construction cost of said public improvements is required of the developer in connection with the improvements agreement.

The Town is not yet in possession of said bond or performance guarantee. Staff requests that you make it a condition for approval that such bond or performance guarantee be furnished to the Town within 5 working days of final development approval.

Lot Line Agreement

The applicant has completed and submitted a lot line agreement claiming the developed property is to forever remain one building site and never be sold or mortgaged separately unless the provisions of the Town of Grand Lake’s zoning regulations then in effect are complied with.

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Staff Recommendation
The staff suggests the Board grant approval of the Final Development Application by adopting Resolution XX – 2018

Board Discussion
The Board should discuss the matter amongst themselves and make a decision.

Board Action
The Commission has the following options including...

1. Adopt Resolution XX – 2018, a resolution granting approval of the Final Development Plan for the Meandering Moose Miniature Golf located at Lots 1-4, Block 27, Town of Grand Lake

2. Adopt Resolution XX – 2018, a resolution granting approval of the Final Development Plan for the Meandering Moose Miniature Golf located at Lots 1-4, Block 27, Town of Grand Lake, with the following conditions...

Suggested Motions:

1. I move to adopt Resolution XX-2018, a resolution granting approval of the Final Development Plan for the Meandering Moose Miniature Golf Located at Lots 1-4, Block 27, Town of Grand Lake with no conditions

Or

2. I move to adopt Resolution XX-2018, a resolution granting approval of the Final Development Plan for the Meandering Moose Miniature Golf Located at Lots 1-4, Block 27, Town of Grand Lake with the following conditions______.
Town of Grand Lake
Planning Department
P.O. Box 99 • 1026 Park Avenue • Grand Lake, CO 80447
Phone: 970-627-3435 • Fax: 970-627-9290
Email: gplanning@townofgrandlake.com • Website: townofgrandlake.com

LAND USE REVIEW APPLICATION FORM

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

PROPERTY

- Street Address (or general location if not addressed): Corner of Jefferson and Grand (SW corner)
- Legal Description: Lot 1-4, Block 27, Subdivision, Town of Grand Lake
- Lot Area (in square feet or acres): 1.69 Acres
- Existing Use of Property: Vacant Commercial Rural

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

PROPOSAL

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

18 hole miniature golf (mini-golf) course with waterfall and "river" flowing to a lower pond using recirculation pump system.

- Name of Development: Meandering Moose Mini Golf
- Name of Applicant: Brian & Gretchen Reynolds
- Address: 747 Co Rd 4080
- City: Grand Lake
- State: CO
- Zip: 80447
- Phone: 970-531-2172
- Fax: 970-531-3139
- Email: brianreynolds2010@gmail.com
- Contact Person (if not applicant): 
- Address: 
- City: 
- State: 
- Zip: 
- Phone: 
- Fax: 

STAFF USE ONLY

Application Received By: Date / Time: 04/14 12:00 PM
File Name: 
Fee Paid: $250.00 Reimbursement Form Signed:

TOWN OF GRAND LAKE

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

THIS AGREEMENT ("the Agreement") is entered into this ___ day of ___ , 20____ by and between the Town of Grand Lake, Colorado, a Colorado municipal corporation, ("the Town") and ______Brian Reynolds____, ("the Owner").

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

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

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

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

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

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

1. The Town has collected or will collect certain land use fees from the Owner and the Town will apply those fees against the review and processing expenses incurred by the Town while processing the Owner’s land use review proposal. In the event the Town incurs review and processing expenses greater than the monies collected from the Owner, the Owner agrees to reimburse the Town for the additional expenses and fees upon submittal of an
invoice. Owner shall pay all invoices submitted by the Town within ten (10) days of the Town’s delivery of such invoice. Failure by the Owner to pay any invoice within the specified time shall result in immediate suspension of the review process by the Town, including cancellation of any scheduled hearings. Nor shall any building permits, certificates of occupancy or other Town approvals be issued or granted and for the Town to exercise such rights and remedies as are otherwise available to it in law or equity or under the applicable provisions of the Town Code.

2. Except where the law or an agreement with the Town provides otherwise, the Owner may terminate its application at any time by giving written notice to the Town. The Town shall take all reasonable steps necessary to terminate the accrual of costs to the Owner and file such notices as are required by the Town’s regulations. The Owner shall be liable for all costs incurred by the Town in terminating the processing of the application.

3. If the Owner fails to pay the fees and costs required herein when due, the Town may take those steps necessary and authorized by law to collect the fees and costs due, in addition to exercising those remedies set forth in Section 1, above. The Town shall be entitled to recover from Owner all court costs and attorney’s fees incurred in collection of the balance due, including interest on the amount due from its due date at the rate of 18% per annum.

4. The Town will account for all funds expended and fees and expenses incurred by the Town as a result of the development review of the application throughout the development process. Statements of expenses incurred will be made available to the Owner by the Town. Expenses to be charged to the Owner’s account shall include, but shall not be limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineer fees, surveyor fees, geologist fees, hydrologist fees, landscape architect fees, attorney fees, consultant fees, and fees for administrative time of Town staff, security, permits and easements. Within sixty (60) days after the completion of the processing of the application by the Town, the Town will provide Owner with a statement of account and will refund to the Owner any funds paid by the Owner that were not expended by the Town, except where the Parties expressly agree to the contrary.

5. Owner’s obligation to pay costs and expenses provided for in this Agreement shall exist and continue independent of whether the Owner’s application, or any part thereof, is approved, approved with conditions, denied, withdrawn, or terminated by the Town or the Owner prior to a final decision in the process.

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

By: [signature]
    Joe Biller, Town Planner
    Nate Small

Attest:

[signature]
Katie Nicholls, Town Clerk

OWNER: [signature]

By: [signature]
December 27, 2016

Commitment No.: 1117223-C2
Buyer's Name(s): Brian S. Reynolds and Gretchen R. Reynolds
Seller's Name(s): Todd E. Hammerlund and Amanda aka Amanda M. Hammerlund
Property: 516-528 Grand Avenue, Grand Lake, CO 80447
Town of Grand Lake, Lots 1-4, Block 27, Grand County, CO

Dear Customer:

Enclosed please find your Owner's Policy of Title Insurance Number OP-6-5363098, issued by The Title Company of the Rockies, as authorized agent for Westcor Land Title Insurance Company.

You should retain this policy for safe-keeping, as it represents an important part of your evidence of title to the above captioned property. We would suggest you keep it with any other valuable documents you have concerning your real estate.

We appreciate the opportunity to participate with you in this transaction. Should you have any other need for real estate title or escrow services in the future, such as refinancing or second mortgage financing, please do not hesitate to give us a call. Your relationship with us through this transaction may entitle you to substantial savings on the various title insurance products we can offer.

If you have any other questions or concerns, please feel free to contact me at the telephone number shown above, and thank you again for using The Title Company of the Rockies.

With best regards,

Cody Mullinex
Cody Mullinex
Escrow Officer

Enclosure: as stated
POLICY NO. OP-6-5368098

WESTCOR
LAND TITLE INSURANCE COMPANY

ALTA OWNER’S POLICY (6-17-06)

ISSUED BY

WESTCOR LAND TITLE INSURANCE COMPANY

OWNER’S POLICY OF TITLE INSURANCE

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, WESTCOR LAND TITLE INSURANCE COMPANY, a California corporation (the “Company”) insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
   (a) A defect in the Title caused by
      (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
      (ii) failure of any person or Entity to have authorized a transfer or conveyance;
      (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
      (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
      (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
      (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
      (vii) a defective judicial or administrative proceeding.
   (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
   (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term “encroachment” includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.

3. Unmarketable Title.

COVERED RISKS Continued on next page

IN WITNESS WHEREOF, WESTCOR LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed as of the Date of Policy shown in Schedule A,

Issued By: Title Company of the Rockies

WESTCOR LAND TITLE INSURANCE COMPANY

By: 

President

Attest: 

Secretary
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (a) the occupancy, use, or enjoyment of the Land;
   (b) the character, dimensions, or location of any improvement erected on the Land;
   (c) the subdivision of land; or
   (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
   (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
   (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      (i) to be timely, or
      (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
   (i) the occupancy, use, or enjoyment of the Land;
   (ii) the character, dimensions, or location of any improvement erected on the Land;
   (iii) the subdivision of land; or
   (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 6.
3. Defects, liens, encumbrances, adverse claims, or other matters
   (a) created, suffered, assumed, or agreed to by the Insured Claimant;

(b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;

(c) resulting in no loss or damage to the Insured Claimant;

(d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or

(e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
   (a) a fraudulent conveyance or fraudulent transfer; or
   (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
1. DEFINITION OF TERMS
The following terms when used in this policy mean:

(a) “Amount of Insurance”: The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) “Date of Policy”: The date designated as “Date of Policy” in Schedule A.

(c) “Entity”: A cooperation, partnership, trust, limited liability company, or other similar legal entity.

(d) “Insured”: The Insured named in Schedule A. (i)

The term “Insured” also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) “Insured Claimant”: An insured claiming loss or damage.

(f) “Knowledge” or “Known”: Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) “Land” The land described in Schedule A, and affixed improvements that by law constitute real property. The term “Land” does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(h) “Mortgage”: Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

“Public Records”: Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), “Public Records” shall also include environmental protection liens filed in the records located.

(i) “Title”: The estate or interest described in Schedule A.

(j) “Unmarketable Title”: Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE
The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT
The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company’s liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS
In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS
Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will
of the clerk of the United States District Court for the district where
the Land is

(a) The Company shall have the right, in addition to the options
contained in Section 7 of these Conditions, at its own cost, to
institute and prosecute any action or proceeding or to do any
other act that in its opinion may be necessary or desirable to
establish the Title, as insured, or to prevent or reduce loss or
damage to the Insured. The Company may take any appropriate
action under the terms of this policy, whether or not it shall be
liable to the Insured. The exercise of these rights shall not be an
admission of liability or waiver of any provision of this policy. If
the Company exercises its rights under this subsection, it must do
so diligently.

(b) Whenever the Company brings an action or asserts a defense as
required or permitted by this policy, the Company may pursue the
litigation to a final determination by a court of competent
jurisdiction, and it expressly reserves the right, in its sole discre-

tion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE
(a) In all cases where this policy permits or requires the Company to
prosecute or provide for the defense of any action or proceeding and
any appeals, the Insured shall secure to the Company the right to so
prosecute or provide defense in the action or proceeding, including
the right to use, at its option, the name of the Insured for this
purpose. Whenever requested by the Company, the Insured, at the
Company’s expense, shall give the Company all reasonable aid (i)
in securing evidence, obtaining witnesses, prosecuting or defending the
action or proceeding, or effecting settlement, and (ii) in any other
lawful act that in the opinion of the Company may be necessary or
desirable to establish the Title or any other matter as insured. If the
Company is prejudiced by the failure of the Insured to furnish the
required cooperation, the Company’s obligations to the Insured
under the policy shall terminate, including any liability or obligation
to defend, prosecute, or continue any litigation, with regard to the
matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit
to examination under oath by any authorized representative of the
Company and to produce for examination, inspection, and copying,
at such reasonable times and places as may be designated by the
authorized representative of the Company, all records, in whatever
medium maintained, including books, ledgers, checks, memoranda,
correspondence, reports, e-mails, disks, tapes, and videos whether
bearing a date before or after Date of Policy, that reasonably pertain
to the loss or damage. Further, if requested by any authorized
representative of the Company, the Insured Claimant shall grant its
permission, in writing, for any authorized representative of the
Company to examine, inspect, and copy all of these records in the
custody or control of a third party that reasonably pertain to the loss
or damage. All information designated as confidential by the Insured
Claimant provided to the Company pursuant to this Section shall not
be disclosed to others unless, in the reasonable judgment of the
Company, it is necessary in the administration of the claim. Failure
of the Insured Claimant to submit for examination under oath,
produce any reasonably requested information, or grant permission
to secure reasonably necessary information from third parties as
required in this subsection, unless prohibited by law or governmental
regulation, shall terminate any liability of the Company under this
policy as to that claim.

not pay the fees of any other counsel. The Company will not pay
any fees, costs, or expenses incurred by the Insured in the defense
of those causes of action that allege matters not insured against by
this policy.

(a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this
policy together with any costs, attorneys’ fees, and expenses incurred
by the Insured Claimant that were authorized by the Company up to
the time of payment or tender of payment and that the Company is
obligated to pay.

Upon the exercise by the Company of this option, all liability and
obligations of the Company to the Insured under this policy, other
than to make the payment required in this subsection, shall terminate,
including any liability or obligation to defend, prosecute, or continue
any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured
or With the Insured Claimant.
(i) To pay or otherwise settle with other parties for or in the name
of an Insured Claimant any claim insured against under this
policy. In addition, the Company will pay any costs, attorneys’
fees, and expenses incurred by the Insured Claimant that were
authorized by the Company up to the time of payment and that the
Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss
or damage provided for under this policy, together with any
costs, attorneys’ fees, and expenses incurred by the Insured
Claimant that were authorized by the Company up to the time
of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided
for in subsections (ii)(i) or (ii), the Company’s obligations to the
Insured under this policy for the claimed loss or damage, other than
the payments required to be made, shall terminate, including any
liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY
This policy is a contract of indemnity against actual monetary loss or
damage sustained or incurred by the Insured Claimant who has
suffered loss or damage by reason of matters insured against by this
policy.

(a) The extent of liability of the Company for loss or damage under
this policy shall not exceed the lesser of
(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and
the value of the Title subject to the risk insured against by
this policy.

(b) If the Company pursues its rights under Section 5 of these
Conditions and is unsuccessful in establishing the Title, as
insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or
damage determined either as of the date the claim was made
by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Com-
pany will also pay those costs, attorneys’ fees, and expenses
incurred in accordance with Sections 5 and 7 of these Condi-

9. LIMITATION OF LIABILITY
(a) If the Company establishes the Title, or removes the alleged

OP-6 ALTA 6-17-06 Owner’s Policy
(WLTIC Edition 3/5/10)
7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY
In case of a claim under this policy, the Company shall have the following additional options:

manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company’s consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY
All payments under this policy, except payments made for costs, attorneys’ fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE
The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS
When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT
(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys’ fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company’s right of subrogation includes the rights of the Insured to indemnities, guarantees, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT
(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY
In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM
(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In either case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT
Any notice of claim and any other notice or statement in writing
in those instruments that address subrogation rights.

14. ARBITRATION
Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or required to be given to the Company under this policy must be given to the Company at: Westcor Land Title Insurance Company, Attn.: Claims, 875 Concourse Parkway South, Ste. 200, Maitland, Florida 32751.
OWNER'S POLICY
OF
TITLE INSURANCE
issued by
TITLERO COMPANY
of the rockies
as agent for
WESTCOR LAND TITLE INSURANCE COMPANY

SCHEDULE A

Order No.: 1117223-O Policy Number: OP-6-5368098

Amount of Insurance: $175,000.00 Premium: $428.00

Date of Policy: October 19, 2016 at 05:25pm

1. Name of Insured:
   Brian S. Reynolds and Gretchen R. Reynolds

2. The estate or interest in the Land which is covered by this policy is:
   Fee Simple

3. Title to the estate or interest in the Land is vested in:
   Brian S. Reynolds and Gretchen R. Reynolds

4. The Land referred to in this policy is located in the County of Grand, State of Colorado, and described as follows:
   Lots 1, 2, 3 and 4,
   Block 27,
   TOWN OF GRAND LAKE

Countersigned By: [Signature]
The Title Company of the Rockies Authorized Officer or Agent
SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.

2. Easements, or claims of easements, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer services, or for any other special taxing district.

6. Taxes and assessments for the year 2016 and subsequent years, a lien, not yet due and payable.

7. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded June 13, 1903, in Book 19 at Page 446.


9. Deed of Trust from Brian S. Reynolds and Gretchen R. Reynolds to the Public Trustee of the County of Grand for the use of Todd E. Hammerlund and Amanda M. Hammerlund to secure $140,000.00, dated October 19, 2016 and recorded October 19, 2016 at Reception No. 2016007823.
Anti-Fraud Statement

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

This anti-fraud statement is affixed to and made a part of this policy.
Meandering Moose Mini Golf, Grand Lake, CO

Appendix: Addressing comments made at June 21, 2017 Public Hearing

At the time of the meeting we had not been able to secure the services of an engineer for creating a storm drainage plan and an engineered parking plan. By October we had TKE Civil and Structural Engineering of Kremmling complete those drawings.

Public comments were primarily from the owners of Ravenwood Condominiums, of which most units do not have a direct view of the proposed miniature golf course. Only building A has a clear view of minimal aspects of the site (holes 14-16). As stated in the meeting, the owners knowingly purchased a condominium unit that was surrounded on three sides by commercial zoned properties, of which only one parcel, ours, was undeveloped. Therefore, the owners should have had a realistic expectation of commercial use in the future. As such, the commercial use of the land as a miniature golf course is indeed a use by right per town ordinances.

**Lighting**

Although it is not required per town ordinances to have “Dark Sky” LED lighting fixtures we have in our plans use of such fixtures. The benefits are that the light is intentionally down casting light rather than flood lighting as in many miniature golf applications. A review of the lighting plan clearly indicates minimal lighting away from the intended downcast towards the holes. The product brochure indicates “0% up light and restrict backdrop to within sidewalk depth, providing optimal application coverage”. Thus, the possibility of lighting being cast outside of our property boundary is marginal.

The benefit to this lighting plan specific to this site is that the light will cast itself down the hill, which results in integrated lighting efficiency rather than flooding the area with uncontrolled light. The lighting will only be on after sunset, which typically indicates in most instances less than an hour of use.

<table>
<thead>
<tr>
<th>2018</th>
<th>Sunset</th>
<th>Nautical Sunset</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sat, May 26</td>
<td>8:22:47 pm</td>
<td>9:35 pm</td>
</tr>
<tr>
<td>Thu, May 31</td>
<td>8:26:39 pm</td>
<td>9:39 pm</td>
</tr>
<tr>
<td>Fri, Jun 15</td>
<td>8:34:59 pm</td>
<td>9:49 pm</td>
</tr>
<tr>
<td>Sat, Jun 30</td>
<td>8:36:58 pm</td>
<td>9:51 pm</td>
</tr>
<tr>
<td>Sun, Jul 15</td>
<td>8:31:35 pm</td>
<td>9:43 pm</td>
</tr>
<tr>
<td>Tue, Jul 31</td>
<td>8:18:08 pm</td>
<td>9:25 pm</td>
</tr>
<tr>
<td>Wed, Aug 15</td>
<td>7:59:41 pm</td>
<td>9:05 pm</td>
</tr>
<tr>
<td>Fri, Aug 31</td>
<td>7:35:45 pm</td>
<td>8:36 pm</td>
</tr>
<tr>
<td>Mon, Sep 3</td>
<td>7:30:56 pm</td>
<td>8:31 pm</td>
</tr>
</tbody>
</table>


- Nautical Sunset: Begins in the morning, or ends in the evening, when the geometric center of the sun is 12 degrees below the horizon. In general, the term nautical twilight refers to sailors being able to take reliable readings via well-known stars because the horizon is still visible, even under moonless conditions. Absent fog or other restrictions, outlines of terrestrial objects may still be discernible, but detailed outdoor activities are likely curtailed without artificial illumination.
Based on the data presented in the table; we feel that a 10:00 pm "lights out" policy is reasonable and not in conflict with noise and curfew ordinances within the town.

We have reviewed other options:

**Foot path lighting:** In reviewing the possibility of footpath lighting, it fails to provide adequate lighting for the purpose intended. Safety management of the entire facility is compromised due to the distance combined with minimal illumination. Staff would not be able to clearly identify activities at the top of the hill.

**Shorter Light Poles:** 20’ poles would probably be adequate; however, it would not significantly minimize any back-light issues due to the quoted statement above. If a shorter pole were used there would be gaps lighting the lower locations down the hill.

FYI: the utility poles used in the Town of Grand Lake are 40’ and 55’ poles. 25’ poles seem reasonable to provide adequate lighting for safety.

**Screening:** We could use some sort of shielding that would not likely negatively impact safety management concerns. This would be the single 25’ pole at the top of the hill.

**Noise**
We intend to adhere and abide with the town ordinances regarding hours of operation and noise.

**7-1-15 Disturbing the Peace**
It shall be unlawful for any person within the Town of Grand Lake to disturb the peace of others. A person disturbs the peace of another when he or she:

(A) Causes to be produced or permits unreasonably loud or unusual noises which seriously inconvenience other persons in the area, including, but not limited to, the use of television, radios, phonographs, and barking animals.

(B) Permits another to commit an act of disturbing the peace as hereinabove described in or upon any premises owned, possessed or under his management or control when it is in his or her power to prevent such an act.

**7-1-16 Unnecessary Noise**

(A) Public and Private Places: It shall be unlawful for any person to make, continue or cause to be made or continued any unnecessary, unusually loud or unusual noise between the hours of 8:00 o’clock P.M. and 6:00 o’clock A.M., which either annoys, injures or endangers the comfort, repose, health or safety of other persons. For purposes of this Section, a member of the Police Department of the Town of Grand Lake is empowered to make a prima facie determination whether such noises constitute a public nuisance.

(B) Schools and Hospitals: It shall be unlawful for any person by himself or in the operation of any instrument, machine or vehicle to make any unnecessary noise within one hundred fifty feet (150’) of any hospital or other institution reserved for the sick, or any school during school hours.

**7-1-27 Curfew**

(A) Curfew: Parents Responsibility. It shall be unlawful for any parent, guardian, or other person having care or custody of any child under the age of eighteen (18) years to allow or permit any such child to be or remain upon any street, alley, or other public place subsequent to the hours of 11:00 p.m., or prior to the hour of 5:00 a.m. except for lawful employment or unless there exists a reasonable necessity thereof; or unless such child is accompanied by the parent, guardian, or other person of the age of twenty-one (21) years having permission of the parent or guardian to have the custody and care of such child; provided, that on Friday and Saturday nights the curfew hours for children between the ages of fifteen (15) and eighteen (18) shall be extended to the hour of 1:00 a.m. with permission of
parents.

(B) Curfew: Childs Responsibility. It shall be unlawful for any child under the age of eighteen (18) years to be or remain upon any street, alley, or other public place subsequent to the hours of 11:00 p.m., or prior to the hour of 5:00 a.m., except for lawful employment or unless there exists a reasonable necessity thereof; or unless such child is accompanied by the parent, guardian, or other persons of the age of twenty-one (21) years having permission of the parent or guardian to have the custody and care of such child provided, that on Friday and Saturday nights the curfew hours for children between the ages of fifteen (15) and eighteen (18) years shall be extended to the hour of 1:00 a.m., by permission of parents. (C) Parent or Guardian Aiding Abetting. It shall be unlawful for any person to knowingly permit any minor child or children to aid, abet, or encourage in or to approve, encourage, allow, permit, tolerate, or consent to the violation by any minor ordinances of the Town of Grand Lake, Colorado.

Traffic/Parking

We will, to the best of our ability, prevent parking in “un-authorized” locations. We cannot control who parks in the public right of way. We would expect similar assistance from other business and/or property owners if they see “un-authorized” parking taking place.

Loading/Deliveries

In the construction stage we would provide access to the interior of the property for deliveries. As construction progresses and we are unable to utilize the interior we would work with the town to determine if use of ROW on Grand or Jefferson would be possible. We will have equipment on site to expedite unloading of larger materials to prevent as much traffic congestion, if any, as possible.

Once construction is complete, we will utilize the area off the alley to bring in supplies as needed. We will not have deliveries from vendors, but will stock minimal retail snacks and such from our own vehicle parked in the alley.

The question of snow storage has been asked. The reality of the situation is that the site will be closed well before and after typical snow removal operations. We submit, the whole lot will store and hold snow during the winter months. That snow will then melt away by the time we open for business in the fall and we will be closed long before the snow flies in Fall/Winter. If it snows during summer months, we will not be open until conditions permit.
IMPROVEMENTS AGREEMENT
MEANDERING MOOSE MINIATURE GOLF

THIS AGREEMENT is entered into between the TOWN OF GRAND LAKE, COLORADO, a Colorado municipal corporation ("the Town") and BRIAN REYNOLDS ("the Developer") and is effective as of the date approved by the Town as set forth below.

WHEREAS, the Developer is the owner of real property described as LOTS 1 4, BLOCK 27, TOWN OF GRAND LAKE which is attached hereto and incorporated herein by reference (hereinafter referred to as "the Property"); and

WHEREAS, the Developer intends to develop the Property, the effect of which will be to directly impact and generate the need for on-site and off-site improvements. The Developer acknowledges that the exactions set forth herein are reasonably attributable to the special impacts which will be generated by the proposed uses of the Property, and that the terms and conditions set forth in this Agreement are necessary, reasonable and appropriate; and

WHEREAS, the Grand Lake Land Development Regulations require an improvement agreement to be executed by a Developer before the Final Plan shall be approved if deemed necessary by the Board of Trustees; and

WHEREAS, the Board of Trustees deems an improvement agreement to be necessary in connection with the Property,

NOW THEREFORE, in consideration of the premises, the Parties hereto agree as follows:

1. Improvements Required

Developer agrees to make, construct and install the improvements set forth in Exhibits A and B attached hereto and incorporated herein by reference. Such improvements shall be made, constructed and installed in accordance with applicable Town, State, Federal and other applicable standards and requirements. Any and all costs of Town inspection or acceptance of improvements shall be borne solely by the Developer. The extent of the Developer's compliance with this Agreement shall be determined solely by the Town and its duly authorized agents and employees. Upon completion of various portions of the improvements, the Town-designated individual shall inspect and approve same. To the extent, if any, that the Town retains the services of an engineer or other professional to review the Construction Documents or the actual construction, the Developer shall reimburse the Town for such review, inspection and/or engineering services.

a. Permits

Prior to commencement of work on the Property, the Developer shall obtain all necessary permits to complete the project. In addition, Developer shall fully comply with all terms and conditions of any such permits.
b. Parking Spaces

If determined necessary based upon the final count of parking spaces improved by the Town along Grand Ave, the Developer shall construct and install the necessary number of parking spaces along Jefferson St required to comply with the on-site parking requirements as illustrated on his Parking and Access Plan attached as Exhibit A. Said parking spaces shall be constructed and installed to the specifications listed in Municipal Code section 12-2-28 Parking Regulations and Design Standards.

The Developer shall also construct and install 13 temporary parking spaces along the southern portion of Grand Ave as illustrated on his Parking and Access Plan attached as Exhibit A. Said parking spaces shall be constructed of Class C gravel or road base surface material at 2” minimum depth. In the case of either improvement, work shall not be deemed complete until accepted by the Town’s Public Works Director or designee.

c. Sidewalk or Pedestrian Walking Path

The Developer shall construct and install a five foot (5’) wide concrete sidewalk or pedestrian path along the western portion of Jefferson St as illustrated on his Parking and Access Plan attached as Exhibit A. Said sidewalk or pedestrian path shall be constructed and installed to the specifications listed in Municipal Code Section 11-4; Boardwalks, Sidewalks, and Community Greenways.

The Developer shall also construct and install a temporary 8’ wide sidewalk or pedestrian path along the southern portion of Grand Ave as illustrated on his Parking and Access Plan attached as Exhibit A. Said sidewalk or pedestrian path shall be constructed of crusher fines, gravel, or like material at 4” minimal depth. In the case of either improvement, work shall not be deemed complete until accepted by the Town’s Public Works Director or designee.

d. Storm Drainage Structures and Erosion Control Devices

The Developer shall construct and install the storm drainage and erosion control structures and devices anticipated to be built within the Jefferson St right-of-way as illustrated on his Grading and Drainage Plan attached as Exhibit B. Prior to construction and installation, the designs shall be approved by the Town’s engineer or designee who shall inspect and approve the storm drainage and erosion control structures and devices upon their completed construction and installation. All drainage construction areas are to be re-landscaped by the Developer.

e. Retaining Wall and Associated Structures

If determined necessary in conjunction with the improved parking spaces along the western portion of Jefferson St, the Developer shall construct and install the
retaining wall and associated structures as illustrated on his Grading and Drainage Plan attached as Exhibit B. Said retaining wall and associated structures shall be constructed and installed to the specifications listed in Municipal Code Section 11-2-4; Roadway Specifications. Such retaining wall and related structures shall be subject to review, inspection and approval as set forth below.

f. Landscaping Features/Revegetation

The Developer shall minimally landscape or revegetate the portion of right-of-way associated with the retaining wall improvement as noted/illustrated on his Grading and Drainage Plan attached as Exhibit B. Said landscaping or revegetation shall meet the specifications listed in Municipal Code Section 11-2-5; Erosion Control and Drainage, as determined by the Town Planner.

2. No Assignment

Developer shall not sell, assign, transfer, or otherwise convey any of the Property or any interest therein until such time as all the improvements have been completed and accepted by the Town in accordance with this Improvements Agreement. The provisions of this paragraph shall not preclude: (1) Conveyance of an interest for the purpose of obtaining funding for the Project, (2) Assignment to an entity in which the current owner of the Property has a majority ownership interest, (3) Assignment prior to completion with the Town Board's approval, which approval shall not be unreasonably withheld, or (4) Sale of individual lots to purchasers, provided the Performance Guarantee described herein has been provided to the Town.

3. Performance Guarantee

The Developer shall furnish the Town in a form and substance acceptable to the Town, an Irrevocable Letter of Credit, or other security deemed acceptable by the Town (the "Performance Guarantee"), in an amount not less than one hundred twenty-five percent (125%) of the total estimated cost of the improvements, as certified to the Town by the Developer and as accepted by the Town which have not been completed as of the date on which such security is provided to the Town.

The Performance Guarantee shall be subject to the following terms and conditions:

   a. The Developer providing the Performance Guarantee shall have no direct or indirect ownership or managerial control over the entity issuing any Performance Guarantee.

   b. In the event that prior to Town acceptance of the Improvements the Performance Guarantee should expire or the entity issuing the Performance Guarantee becomes non-qualifying, or the cost of improvements construction is reasonably determined by the Town to be greater than the amount of the security provided, then the Town shall furnish the Developer with written notice of such condition, and within fifteen (15) days of receipt of such notice the Developer shall provide
the Town with a substituted qualifying Performance Guarantee, or augment the
deficient security to achieve one hundred twenty-five percent (125%) of the cost
of improvements completion. If such Performance Guarantee is not timely
furnished, then development activities including but not limited to the issuance of
building permits, certificates of occupancy, or other approvals may be suspended
by the Town pending compliance herewith.

c. Developer shall have the right from time to time, but not more frequently than
once a month, to provide Town with a certification stamped by a professional
engineer licensed in the State of Colorado (a “Certificate of Partial
Completion”) stating that portions of the Developer Improvements (the
“Completed Improvements”) have been installed in accordance with the
Construction Drawings. Upon review and approval of the Certificate of Partial
Completion by the Town (which may, if the Town deems necessary or
appropriate, include review by the Town’s engineers and other agents or
employees of the Town), which approval shall not be unreasonably withheld or
delayed, the Town shall promptly submit to the issuer of the letter of credit or
other Performance Guaranty such documentation as is required to reduce the
amount thereof by an amount equal to 85% of the estimated cost of the Completed
Improvements (as calculated in accordance with Exhibit A hereto).

The Developer shall ensure that all contractors and/or subcontractors employed in
connection with construction or installation of the Improvements shall be
licensed, to the extent such licensing is required, before any work on the
Improvements is commenced.

4. Completion of Improvements

All improvements described in this Agreement as “temporary” shall be completed within 6
months of the date of this Agreement, and all other improvements described in this Agreement
shall be completed within 18 months of the date of this Agreement. In the event that the Town
completes these public improvements along Grand Ave prior to the Developer doing so within
the designated 6-month deadline, the Developer shall be released from his obligation to complete
said “temporary” improvements above. The time for completion of the Improvements may be
extended by mutual agreement of the parties, particularly when the need for such extension is
caried by persons or matters over which the Developer has no control.

5. Completion of Improvements by Town

In the event the Developer fails to complete the Improvements in compliance with this
Agreement, the Town may, but shall not be obligated to, proceed with restoring or completing
some or all of the remaining portions of the Improvements to a condition satisfactory, in the sole
discretion of the Town Board of Trustees, to the health, safety and welfare of the Town. The
Town shall be entitled to draw on the Performance Guarantee in order to accomplish such
restoration and/or completion. The Town must give the Developer at least thirty (30) days prior
written notice of its intent to draw on the Performance Guarantee in order to restore or complete
all or any portion of the Project. If the Town completes some or all of the Improvements, then
the Town Board of Trustees shall have full discretion to determine the rules and regulations
governing use of the Improvements and any fees to be charged for or associated with such use.

6. Development Standards and Procedures

a. Engineering Services

The Developer shall at its sole expense procure all engineering and landscaping
services necessary and appropriate in conjunction with the development of the
Property, which shall fully conform to the Town's applicable ordinances,
standards and specifications. Professional services shall be performed by
engineers, surveyors, architects or other professionals duly licensed by the State
of Colorado as may be appropriate. Landscaping services shall be performed by
persons trained in landscape architecture or horticultural design.

b. Review

All applicable plans shall be approved by the Town in accordance with Town
regulations. No construction of the Improvements shall occur without prior plan
approval, as aforesaid. The Developer shall reimburse the Town for all costs and
expenses incurred in the course of performing such review.

c. Testing

The Developer, at its sole expense, shall employ a professionally qualified,
independent testing company to perform all testing of materials or construction
that may reasonably be required by the Town to ensure compliance with
applicable standards and specifications. Developer shall furnish the Town with
certified copies of test results, and agrees to release and authorize full access by
the Town and its designated representatives to all work-up materials, procedures
documents used in preparing the test results as requested by the Town.

d. Inspection

At all times during construction of the Improvements, and until final acceptance
thereof by the Town, the Town shall have the right, but not the duty, to inspect
materials and workmanship in order to ascertain conformance with the approved
plans and all applicable standards and specifications. Developer shall reasonably
cooperate and assist the Town to gain appropriate access to the areas designated
for inspection. It shall also be the duty of the Developer to notify the Town upon
discovery of any nonconformance with the said plans, standards and
specifications. Inspection and acceptance of work by Town personnel or designee
shall not relieve the Developer of any responsibility.

e. Street access

Developer shall, at its own expense, be responsible for keeping on-site streets,
off-site streets used as construction routes, and rights-of-way clean of mud, rocks, and debris at all times during said construction. The Developer's work shall conform to the requirements for erosion control as described in statutes, ordinances, or regulations. Should the Developer fail to meet said requirements, the Town may take corrective action and invoice the Developer at the Town's prevailing rate.

7. Initial acceptance of improvements

The Developer shall submit a Request for Initial Acceptance to the Town upon completion of the Improvements or one or more of the components set forth in Exhibits A and B. Such request shall include a Certification of Completion, a certification by the Developer that all contractors and subcontractors who provided goods or services in connection with the Improvements have been paid in full, and "as built" drawings. The Town shall inspect such Improvements within ten (10) working days of the Town's receipt of the Developer's request for Initial Acceptance, unless unable to do so due to inclement weather or other natural conditions or conditions beyond the Town's control. Upon a finding of satisfactory completion of one or more of the components set forth in Exhibits A and B in compliance herewith and all applicable ordinances and standards of the Town, the Town shall issue a Certificate of Initial Acceptance to the Developer, for the completed improvements, and will direct the escrow agent to pay the identified contractors in the specified amounts from the Performance Guarantee but retaining 15% as warranty security unless Developer has first provided a Warranty Performance Guarantee in a form that has been approved by the Town, in which event the Town will direct the escrow agent to pay without the 15% retention. The warranty shall not begin to run as to any portion of the Improvements until all Improvements have been initially accepted by the Town.

8. Warranty

a. For a period of two (2) years from the date of initial acceptance or the date of repair for repairs made during the initial warranty period, Developer warrants that all Improvements hereunder will be free from defects, including but not limited to defects in materials, workmanship, design, construction and installation, and that the improvements otherwise fully comply with all applicable standards and specifications.

b. A Warranty Performance Guarantee shall be equal to fifteen percent (15%) of the total cost of the improvements, as certified to the Town. The Warranty Guarantee shall be in the form of an Irrevocable Letter of Credit, Warranty Bond or other security approved by the Town and conforming to the requirements applicable to the Performance Guarantee set forth at Section 3 hereof. The Warranty Guarantee shall provide security for the costs which may be incurred in repairing and/or replacing improvements during a warranty period of two years following Initial Acceptance by the Town.

c. In the event that any substantial repair or replacement is required to any of the Improvements during the warranty period and such repair or replacement is not timely made upon notice of defect or in any event before the expiration of the
warranty period, the Town may elect to:

(1) Call the Warranty Guarantee and secure repair or replacement of the nonconforming improvements, or

(2) Order denial or suspension of building permits, utility services or certificates of occupancy outstanding until repair or replacement of any non-conforming Improvements have been performed.

(3) Take such other action as may be authorized in law or equity.

9. Procedure for Final Acceptance of Improvements

a. No earlier than sixty (60) days or later than (45) days prior to the expiration of the warranty period, the Developer shall submit a written request for Final Acceptance of Improvements, and within ten (10) days of such request the Town shall conduct a final inspection of the Improvements, unless precluded from doing so by weather or natural conditions, or other matters beyond the control of the Town. If the Improvements subject to the inspection request fully conform to this Agreement and all applicable standards and specifications, and/or all repairs, if any are needed, have been made to bring same into such conformance, then the Town shall issue a Certificate of Completion and certify Final Acceptance of the Improvements to the Developer. After Final Acceptance the Developer may request, and the Town shall release the Performance and/or Warranty Guarantee.

b. If Developer fails to have Improvements finally accepted as provided in this Section 9, the Developer shall be in default of this Agreement and the Town may exercise its rights to secure performance as provided by Section 5 hereof. In the event that the Developer has not requested Final Acceptance forty-five (45) days prior to the scheduled completion dates applicable, as may have been extended as herein provided, the Town shall have the right, but not the obligation, to at any time thereafter conduct a final inspection of the Improvements. If pursuant to Final Inspection requested by the Developer or initiated by the Town, any such Improvements are found to not conform to this Agreement, or applicable standards and specifications, the Town shall have the rights set forth at Section 5, 6 and elsewhere herein.

c. Nothing herein shall be construed or deemed as requiring the Town to finally accept and release from warranty any Improvements that are defective or damaged.

10. Rights of Way and Easements

a. Prior to Initial Acceptance of Improvements, and unless such conveyances have been previously made to the Town, Developer by good and sufficient documents of conveyance shall convey to the Town in perpetuity all easements, rights of way, and fee title to all roads, public open spaces and other public areas. Such
conveyances shall be made without expense to the Town and free and clear of all encumbrances, as may be reasonably required to construct, replace and maintain the Improvements. Said instruments of conveyance shall be in a form acceptable to the Town attorney and shall be furnished to the Town for review prior to execution. In addition, prior to Initial Acceptance, the Developer shall submit to the Town a statement made under oath that all persons and entities having provided labor and/or services and/or materials in design, construction or installation of the Improvements have been fully paid.

b. In the event that the Developer is not record-title owner of a property interest that Developer is required to convey to the Town pursuant to subsection a., above, it shall be the sole obligation of Developer to acquire such property interest, and convey it to the Town.

c. The Developer shall be solely responsible to pay all general taxes attributable to the property interests conveyed to the Town until the date of conveyance, and at the request of the Town shall submit such estimated taxes, prorated to the date of conveyance, in conjunction with the conveyance.

11. Liability Limitations

a. Indemnification

The Developer agrees to indemnify and hold harmless the Town, and its officers, agents and employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arises out of or is in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused in whole or in part by, the intentional or negligent act or omission, error, professional error, mistake, accident or other fault of the Developer, any Subcontractor of the Developer, or any officer, employee, or agent of the Developer, contractor or subcontractor. The obligations of this Section shall not apply to damages for which the Town shall become liable by final judgment to pay a third party as a result of the negligent act or omission, error, professional error, mistake, accident, or other fault of the Town.

b. Insurance

(1) The Developer agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages: Commercial General or Business Liability Insurance with Minimum combined single limits of Nine Hundred Thousand Dollars ($900,000) for any one occurrence, with respect to each of the Developer's owned, hired or non-owned vehicles assigned to or used in performance of the services. In the event that the Developer's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the Developer who utilizes an automobile in providing
services to the Town or the Developer under this Agreement.

(2) Developer shall insure that all contractors and subcontractors providing services provide Workers' Compensation as required by the State of Colorado and Employers' Liability Insurance;

(3) If approved by the Town in its sole discretion, evidence of qualified self-insured status may be substituted for one or more of the foregoing insurance coverages.

(4) Developer shall at a minimum procure and maintain insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Developer pursuant to retroactive dates, and extended reporting periods shall be procured to maintain such continuous coverage.

(5) A Certificate of Insurance shall be completed by the Developer's insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town prior to commencement of any services under this Agreement. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town.

(6) Failure on the part of the Developer to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material Breach of Agreement and, if said breach is not cured within ten (10) days of written notice by Town to Developer, Town may immediately terminate this Agreement, or at its discretion, 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 monies so paid by Town shall be repaid by the Developer to Town upon demand, or Town may offset the cost of the premiums against any monies due to Developer from Town, or the Town may cease to issue building permits or certificates of occupancy until the defect has been remedied.

(7) The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Developer agrees to execute any and all documents necessary to allow the Town access to any and all insurance policies and endorsements pertaining to this particular development.

(8) The parties hereto understand and agree that the Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (currently $300,000
per person and $900,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, agents or employees.

c. Nonliability

Developer acknowledges that the Town's review and approval of plans for the development of the Property is done in furtherance of the general public health, safety and welfare, and that no specific relationship with, or duty of care to the Developer or third parties is created or assumed by such review approval, or is any immunity waived, as is more specifically set forth at Section 24-10-101, et seq. C.R.S., Colorado Governmental Immunity Act.

No one, individually or otherwise, other than the parties hereto, shall acquire, as a result of this Agreement, any rights, claims or obligations from or against the Town, its agents, employees, or officers. Actions by the Town against Developer to enforce any provision of this Agreement shall be at the sole discretion of the Board of Trustees of the Town. No third parties shall have any right to require any action by the Town pursuant to this Agreement; and this Agreement shall not create a liability on the part of or be a cause of action against the Town for any personal or property damage that may result to any third parties from the failure of Developer to perform or construct the improvements herein specified.

12. Enforcement and Remedies

a. Breach of Agreement

In the event the Developer fails to timely comply with any of the terms, conditions, covenants and undertakings hereof, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of breach to the Developer by the Town, unless the Town in writing designates a longer cure period reasonably requested by the Developer, then the Town may call for payment of the Performance or Warranty Guarantee. The Town may also during the cure period withhold any additional building permits, certificates of occupancy, or other approvals, or provision of new utilities fixtures or services. Nothing hereunder shall be construed to limit the Town from pursuing any other remedy at law or in equity which may be appropriate under the statutes and ordinances, and applicable laws and legal standards of the State of Colorado or the United States, before any court of competent jurisdiction. Such remedies shall be cumulative. Notice by the Town to the Developer shall specify the conditions of default.

In the event the Town fails to comply with any of the terms, conditions, covenants and undertakings hereof, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of breach to the Town by the Developer, unless the Developer in writing designates a longer cure period
reasonably requested by the Town, then the Developer may pursue its remedies against the Town. The Developer’s remedies shall be limited to injunctive relief or specific performance, but shall not include a claim for damages.

b. Non-Waiver

The failure of either party to take timely action with respect to any breach of any term, covenant or condition hereof shall not be deemed to be a waiver of such performance by other party, or a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

13. Binding Effect

This Agreement shall be binding on the parties hereto, their respective successors and assigns, and shall be deemed to constitute a covenant running with the land. The Developer and any such successor and assign shall be jointly and severally liable for performance of this Agreement.

14. Entire Agreement

This Agreement shall constitute the entire agreement between the parties. No subsequent amendment hereto shall be valid unless made in writing and properly executed by the parties hereto.

15. Notice

Any notice given under the terms of this Agreement shall be made in writing, and shall be deemed made upon personal service or upon mailing by United States Mail, postage prepaid, to the other, and unless amended by written notice, to the following:

Town of Grand Lake
Post Office Box 99
Grand Lake, Colorado 80447

Brian Reynolds
747 GCR 4480
Grand Lake, CO 80447

16. Applicable Law, Jurisdiction, Venue and Severability

This Agreement is to be governed and construed according to the laws of the State of Colorado. Any action or claim filed to enforce this Agreement or relating directly or indirectly to the provisions, performance or enforcement of this Agreement shall be filed in the District Court of Grand County, State of Colorado. In the event that any provision of this Agreement is held to be in violation of the Town's ordinances or the laws of the State of Colorado or the United States and thereby rendered unenforceable, such unenforceable provision shall be ineffective without invalidating the remaining provisions of this Agreement.
IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement the parties have set their hands below on the dates indicated.

TOWN OF GRAND LAKE

By: [Signature]
James C Peterson, Mayor

ATTEST:
[Signature]
Alayna Carrell, Town Clerk

BRIAN REYNOLDS

By: [Signature]
Its Member

STATE OF COLORADO )
COUNTY OF GRAND ) ss.

Acknowledged before me this 19 day of March, 2018
by [Signature]
Witness my hand and official seal.
My commission expires:

RITA M. SNOCK
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074044442
MY COMMISSION EXPIRES DEC. 3, 2019

Notary Public
TOWN OF GRAND LAKE
LOT LINE AGREEMENT

Date: 01/10/2018

RE: Lot 1 through 4, Block 27, Town of Grand Lake; (LEGAL PROPERTY ADDRESS)

The Town of Grand Lake does not require vacation of lot lines nor has a procedure for the same. Brian S. Reynolds and Gretchen R. Reynolds are in agreement with the Town of Grand Lake that Lot 1 through 4, Block 27, Town of Grand Lake are to forever remain one building site; are to be considered as one building site; and can never be sold separately or mortgaged separately; unless all provisions of the Town of Grand Lake's zoning regulations then in effect are complied with, including but not limited to, Regulations for Commercial Zone District.

Brian S. Reynolds
Property Owner

Signature

STATE OF Colorado

COUNTY OF Grand

The foregoing instrument was acknowledged before me this 15th
day of January, 2018,
by Brian S. Reynolds
Witness my hand and official seal.
My commission expires:

Notary Public

Gretchen R. Reynolds
Property Owner

Signature

STATE OF Colorado

COUNTY OF Grand

The foregoing instrument was acknowledged before me this 15th
day of January, 2018,
by Gretchen R. Reynolds
Witness my hand and official seal.
My commission expires:

Notary Public

STACEY J PAULSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084025857
COMMISSION EXPIRES JUL. 25, 2020

STACEY J PAULSON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084025857
COMMISSION EXPIRES JUL. 25, 2020
TOWN OF GRAND LAKE:

[Signature]
Nathaniel J. Shull, Town Planner
TOWN OF GRAND LAKE  
BOARD OF TRUSTEES  
RESOLUTION NO. 04 – 2018

A RESOLUTION GRANTING APPROVAL OF THE IMPROVEMENTS AGREEMENT ENTERED INTO BETWEEN BRIAN REYNOLDS, DEVELOPER OF THE MEANDERING MOOSE MINIATURE GOLF, AND THE TOWN OF GRAND LAKE

WHEREAS, Brian Reynolds, owner and developer (the “Developer”) of property in the Town of Grand Lake, desires to construct a miniature golf course (the “Development”); and,

WHEREAS, The Developer is required to complete certain public improvements in the Town right-of-way as part of the Development; and,

WHEREAS, Town Staff has drafted an improvements agreement to be executed by the Developer in association with the required public improvements of the Development.

WHEREAS, the Grand Lake Land Development Regulations require an improvement agreement to be executed by a Developer before the Final Plan shall be approved if deemed necessary by the Board of Trustees; and

WHEREAS, the Board of Trustees deems an improvement agreement to be necessary in connection with the Property

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

THAT, the Board grants approval of the improvements agreement entered into between Brian Reynolds, Developer of the Meandering Moose Miniature Golf, and the Town of Grand Lake


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

ATTEST:  

TOWN OF GRAND LAKE

Alayna Carrel  
Town Clerk

James C. Peterson
TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 05 – 2018

A RESOLUTION GRANTING APPROVAL OF THE FINAL DEVELOPMENT PLAN FOR THE MEANDERING MOOSE MINIATURE GOLF LOCATED AT LOTS 1-4, BLOCK 27, TOWN OF GRAND LAKE, MORE COMMONLY REFERRED TO AS 518-526 GRAND AVE

WHEREAS, Brian Reynolds, owner and developer (the “Developer”) of property in the Town of Grand Lake, desires to construct a miniature golf course (the “Development”); and,

WHEREAS, The Development both causes impacts to adjacent properties through potential storm water runoff, and requires certain public improvements; and,

WHEREAS, On May 17th, 2017 the Planning Commission approved the preliminary development application for the Development with conditions; and,

WHEREAS, On June 23rd, 2017 the Planning Commission disapproved the final development application for the Development, with a request to have the Developer revise the application per recommendations by Town staff and the Planning Commission so it may be presented once again upon completion; and,

WHEREAS, The Developer submitted a complete final development application to the Town; and,

WHEREAS, On February 21st, 2018 the Planning Commission adopted Resolution 02 – 2018, a resolution recommending approval of the final development application for the Meandering Moose Miniature Golf on Lots 1-4, Block 27, Town of Grand Lake, with the following conditions

1) The Drainage Plan (Grading and Erosion Control) be implemented as specified by the engineer in compliance with Town of Grand Lake Standards; and,
2) The applicant obtain certification from the engineer that the Drainage Plan has been built to Town of Grand Lake Standards; and,
3) The applicant is to restore/repair the alley to its original condition after excavation—compacted road base

WHEREAS, On March 12th, 2018 the Board of Trustees reviewed the final development application at a regularly scheduled meeting

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

THAT, the Board hereby grants approval of the Final Development Plan for the Meandering Moose Miniature Golf with the following conditions

➤ The Developer is to furnish a bond, or performance guarantee, in the amount no less than one hundred and twenty five percent (125%) of the total estimated cost for construction of the improvements within 5 working days of approval of the final development application; and,
➤ The Town Attorney shall review the bond, or performance guarantee, for correctness
➤ The Developer is to obtain all proper permits prior to construction including right-of-way, grading, and building permits; and,
➤ The Developer is to obtain certification from the engineer that the Drainage Plan (Grading and
Erosion Control Plan) has been built to Town of Grand Lake Standards in the form of an as-built Plat; and,


( SEAL )

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

ATTEST:

Alayna Carr
Town Clerk

TOWN OF GRAND LAKE

James C. Peterson
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Total 02/20/2018: 6,818.65

20180162

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Total 20180162: 684.43

Total MOUNTAIN PARKS ELECTRIC, INC: 0,134.22

O2 CREATIVE, LLC

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Total O2 CREATIVE, LLC: 50.00

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Total PARTS AND EQUIPMENT INC: 678.76

PEAK PERFORMANCE IMAGING SOLUTIONS

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<td>03/12/2018</td>
<td>10-415-237 Building Maintenance</td>
<td>ADMIN-SECURITY WINDOW AT RECEPTIONIST DESK</td>
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<td>20-430-241 Motors &amp; Pumps</td>
<td>WATER - KOPKIT FOR OMNI PVDF PUMP</td>
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<td>Invoice Date</td>
<td>GL Account and Title</td>
<td>Description</td>
<td>Net Invoice Amount</td>
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<td>02/19/2018</td>
<td>10-415-344 Telephone/Internet Utility</td>
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<td>02/27/2019</td>
<td>10-415-347 Recyling - Town Hall</td>
<td>ADMIN - RECYCLING MAR</td>
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<td>03/01/2018</td>
<td>10-431-318 Trash/Recycle Services</td>
<td>PW - TOWN SHOP TRASH SERVICE MAR</td>
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<td>50-470-300 Dumpster Service</td>
<td>PAYT - TRASH SERVICE MAR</td>
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<td>PW - CHEVY 2500 KR16 TIRE TUBE INSTALL</td>
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<td>03/01/2018</td>
<td>10-415-345 Natural Gas Utility</td>
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<td>10-431-345 Natural Gas Utility</td>
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<td>10-452-345 Natural Gas Utility</td>
<td>PARKS - NATURAL GAS JAN/FEB</td>
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</table>
Through the end of January 20%, at 8% of the year:

General Fund expenditures totaled $141,074 or 3.8% of budget. Specifically, Grand Lake Center expenditures were $26,770 or 11.2% of budget.

Water Fund expenditures totaled $30,140 or 1.7% of budget.

Marina Fund expenditures totaled $37,622 or 1% of budget.

PAYT Fund expenditures totaled $8,857 or 0.1% of budget.

And Capital Improvement Fund expenditures totaled $7,500 or 0.3% of budget.

The amount of 4% sales tax revenue received for the month of December 2017 was $168,832.

Total 4% sales tax revenue received through December 2017 was 11.2% or $131,303 above/below the prior year's collections.
Planning Commission
Town of Grand Lake
P.O. Box 99
Grand Lake, CO 80447

RE: Resolution XX-2018 (Meandering Moose Miniature Golf)

Dear Chairman Southway, Vice-Chairman Canon
Commissioners Gilbert, Shockey, Murry and Lanzl
Planner Shull:

We own Lots 9-12, Block 27, Town of Grand Lake (509 Lake Ave. or 509 Jefferson depending on which map set one looks at). We have the cabin at the top of the Lake Ave. “tubing hill”. The alley on the South side of the proposed miniature golf project (shown as “gravel” in your packet for this meeting) provides the only access to our property. The alley dead ends at the top of the hill, only our cabin is accessible via the alley. We previously wrote regarding our concern over construction issues of the Meandering Moose Miniature Golf and its effect on access to our property. The materials submitted in the current packet seem to address these concerns, save one important issue.

While the alley is public, for the past three decades we have maintained it as it is, de-facto, our “driveway”. We pay to have it graded after ruts from mud season runoff make the alley impassable, we fund plowing of the alley when we are in residence in winter. In an effort to reduce the damage of the mud season runoff, two years ago, we spent $1,500 to have 6 inches of shaped and compacted road base put on the entire length of the alley. This action substantially improved the alley and has, effectively eliminated damage by runoff.

There is no doubt that construction activity on the miniature golf project will do substantial damage to portions, if not most, of the alley's current surfacing. The activity will, in fact, cause damage to our investment in the Town’s infrastructure and degrade access to our property.

Construction safeguards require measures such as silt fences to reduce impact on surrounding property. Staff notes in its materials for this Agenda Item that the owner of Lots 1-4 is responsible for “reseeding” areas of the construction site. We assume this activity is not only aesthetic, but further ensures the stability of the surrounding hillside, thus reducing damage to Town infrastructure and surrounding property.

In that vein, we ask the Commission, as part of their approval for this project, to require the owner of Lots 1-4 to restore the current alley surface (graded, compacted roadbase) as part of his responsibility to minimize damage to Town infrastructure and adjoining properties, and to ensure consistent access to our property.

Sincerely,

Jim & Mary Anne Tanner
Owners of Lots 9-12, Block 27, Town of Grand Lake
(sent via email to Town Planner Shull)
MARCH 23, 2018
7:30AM - 9:00 AM

A CONVERSATION ABOUT LOCAL EVENTS AND INITIATIVES

4th Friday of Every Month
MORNING
updates

NETWORK - LEARN - SHARE
970-708-0995 💖 GRAND LAKE HEART AND SOUL
From: Grand Lake Info [glinfo@grandlakechamber.com]
Sent: Monday, March 12, 2018 1:41 PM
To: Grand Lake Info
Subject: PUBLIC FORUM UPDATE

Date: Thursday, March 22
Time: 6:00 PM
Place: 1026 Park Ave (Town Hall)

Presenters: Jim White, Town Manager - Nata Shull, Town Planner - Bernie McGinn, Public Works - David Johnson, Town Water - John Enochs, Project Engineer

Join us to discuss the next phase of the Town’s work on improving our main streets! Items of discussion will include:

- Design progress to date
- Potential one-way conversion of Polk St.
- Sidewalk or parking on Park Avenue
- Multi-use path design
- Greenway beautification

Please contact the Town Manager or Town Planner with any questions, 970-627-3435, glplanning@townofgrandlake.com or glmanager@townofgrandlake.com

Grand Lake Chamber

Visitor Center Team

Grand Lake Area Chamber of Commerce

glinfo@grandlakechamber.com

Office: 970-627-3402 x203