AGENDA

3:00 – 4:00 p.m.
CALL TO ORDER

PRESENTATION
* 1.) Home Rule – Tami Tanoue, CIRSA. (Page A3)

ADJOURN

5:00 – 7:00 p.m.
CALL TO ORDER

ROLL CALL

CONFLICTS OF INTEREST

DELEGATIONS – NONE

DISCUSSION
* 1.) Items from Town Manager. (Page A8)
  2.) Meeting Updates.
* 3.) Trustee Generated Topics of Discussion. (Page A39)

BOARD ACTION ITEMS FOR EVENING MEETING
#1.) PUBLIC HEARING – Consideration of a 2017 supplemental budget. (Page E26)
#2.) Consideration to adopt Resolution XX-2017, a resolution to adopt a 2017 supplemental budget. (Page E90)
#3.) Consideration to adopt Resolution XX-2017, a resolution to appropriate sums of money. (Page E92)
#4.) Consideration to adopt Resolution XX-2017, a resolution superseding and replacing Resolution No. 8-2011, a resolution enacting rules and regulations for the operation of the Grand Lake Area Cemetery. (Page E94)
#5.) Consideration to appoint CML Policy Committee Members. (Page E101)
#6.) Consideration to adopt Resolution XX-2017, a resolution granting a variance to the 30 foot stream setback for certain improvements located at Tract A, Block 3, Shadow Park West Subdivision; more commonly referred to as 4 GCR 48. (Page E108)

*items attached to workshop agenda
#items attached to evening agenda
#7.) Consideration to adopt Resolution XX-2017, a resolution granting a Special Use Permit for the temporary placement of a snowmobile rental facility located at Lots 9-10, Block 28, Town of Grand Lake; more commonly referred to as 304 W. Portal Road. (Page E119)

#8.) Consideration of payment to Whatever Floats Your Boat for Fireworks Barge reconstruction. (Page E134)

#9.) Consideration to adopt Resolution XX-2017, a resolution granting a variance to Municipal Code 12-2-17 – Regulation for Commercial Transitional District CT – for property located at Lots 7 & 8, Block 13; more commonly referred to as 800 and 804 Park Avenue. (Page E137)

#10.) Consideration of a Special Event Permit Application for the Grand Lake U.S. Constitution Week. (Page E151)

FOR YOUR INFORMATION

* 1.) Letter from Lance Sabo regarding Streetscape Project. (Page A40)

* 2.) Email from Sharon King regarding Compact of Colorado Pledge. (Page A41)

* 3.) Letter to Western Riviera Patrons. (Page A42)

* 4.) Thank you from Mountain Family Center. (Page A43)

* 5.) Letter from Grand Arts Council regarding facility fees for Summer Concerts. (Page A44)

*Items attached to workshop agenda    #Items attached to evening agenda
HOME RULE:
An Introduction
Town of Grand Lake

Tami A. Tanoue,
General Counsel/Deputy Executive Director,
CIRSA

Origin - Colorado
- Originated with a constitutional amendment approved by voters in 1902 as Article XX of the Colorado Constitution
- Motivated by the desire to form a consolidated City and County of Denver and by the desire for freedom from state interference in municipal affairs
- Granted right of home rule to Denver and to cities of the first and second class whose citizens elected to adopt local charters
- Later extended to municipalities of any size

First Colorado cities to adopt home rule
- Denver 1904
- Colorado Springs 1909
- Grand Junction 1909
- Pueblo 1911
- Durango 1912
- Delta 1912

Growth in Home Rule
- Gradual in early decades, more rapid in later decades
- 9 by 1920
- 13 by 1950
- 22 by 1960
- 38 by 1970
- 56 by 1980
- 78 by 1998
- Over 100 today!

Why do municipalities consider adopting home rule?
- A general desire to achieve more local control and to protect local authority
- A desire or need to exercise, or have available as future circumstances arise, specific powers or procedures clearly or possibly not available to statutory municipalities, such as autonomy in determining sales/due tax base and collection issues
- As a matter or pride or desire to acquire the status of other municipalities
- For statutory towns, there is relatively little statutory detail on governing body matters
- Some state statutes may be outdated or problematic

When is a good time to adopt home rule?
Considerations when determining a suitable time:
- How are things going in the community—at city/tron hall?
- Are local officials unified in support?
- What about the business community? The community at large?
- Is there leadership available from the mayor or a key council member/board member to promote home rule?
- What is the level of interest among local officials and the community at large?
- Are there individuals and groups outside city/town hall that can be expected to be supportive?
- Is there a public mood in the community that might produce a full charter?
- Could key staff changes occur at some point in the process?
Why is the charter a liability issue?

- Think back to your public officials liability training sessions at CPL, CRSA, and elsewhere...
- Personal liabilities are greatly enhanced when you’re “outside the scope” of your authorized duties
- A charter will be the key document delineating the duties of elected and appointed officials
- A good charter can establish an ideal structure for leadership and governance, and help you avoid and reduce liabilities
- A bad charter can contribute to blunders, missteps, dysfunction, acts “outside the scope” of your authorized duties, and potentially increased liability

Why is the charter a liability issue?

- So, what are the qualities of a good charter?
  - It must be intended as a “long range” document
  - Clear boundaries of authority need to exist
  - Overlapping responsibilities need to be eliminated
  - Unnecessary or obscure language needs to be eliminated
  - Essential limitations on powers need to exist
  - A sensible, modern structure of government needs to exist

A good charter...

- Takes a long-range, forward-looking perspective
  - Don’t focus on today’s “hot button” issues to the exclusion of the future
  - Today’s hot button issues may be tomorrow’s old news
  - Charters are meant to be lasting documents—allegorical to a constitution—don’t clutter it up with today’s details
  - Ask yourself: “Was this a huge issue 10 years ago but not today?” or “Why did we devote 5 pages to this issue?”

A good charter...

- Sets clear lines of authority—reduces overlap and lack of clarity in roles
  - Does the charter establish clear spheres of authority—legislative, judicial, administrative, advisory?
  - Are roles clear, or sometimes overlapping?
    - Are any functions of Mayor and Council/Board inconsistent with Manager/Administrator form of government?
  - Is chain of command absolutely clear?
  - Is there a “pyramidal” structure, where one point of contact between the Council/Board and the administration?
  - Exceptions: City/Town Attorney, judge are typically Council appointees too
  - Do you sometimes not know who’s supposed to do what (or how or when)?
  - Are there some “third wheels” in there that are hampering efficiency?
    - Example: cumbersome, unnecessary, outdated personnel provisions

A good charter...

- "Document of limitation," cont’d...
  - Doesn’t contain unnecessary details
    - Concentrate on key powers/limitations on powers, key structure issues, and key procedures
  - Compare charters pound for pound!
    - It could be argued that the shorter the better!
    - Prefatory synopsis, initiative and referendum, recall provisions are some of the essentials
    - “City of Brevity” charter!
How do we get there?

- The Board then sets a second election on the question of whether the proposed charter should be adopted.
- If the charter is rejected, the Commission convenes again to prepare and submit a revised proposed charter, and another election is held.
- If the revised proposed charter is rejected, the Commission is dissolved and the process ends.

How do we get there?

- With any approach, the assistance of a legal expert is essential
  - Charter drafting is highly technical work
  - Use one or two up-to-date charters from other municipalities as a starting point
  - Suggestions: Frisco, Loveland, Dacono
  - Don't drive yourself crazy comparing the details of numerous charters

How do we get there?

- Let your lawyer be in control of drafting. Don't circulate electronic versions with your own proposed language changes. Version control will become impossible!
  - Plan to distribute documents in PDF format, not Word
  - Don't focus on everyone's work... don't write the language during meetings. Stay conceptual, give direction to your lawyer on concepts, and let your lawyer handle the details of wording changes.
  - Have a NON-commission member be in charge of minutes -- paid or volunteer recording secretary.
  - Impossible for one person to participate in the discussion AND keep accurate minutes!
  - Chairperson should be adept at keeping the meeting on track, summarizing discussion, and wrapping up by re-stating the consensus on each direction.
  - Don't feel like you have to "write the book" on every issue! E.g., elections, recall, initiatives and referendums — just refer to state statutes, and then provide ability to vary by ordinance.
How do we get there?

- Your first meeting might encompass the following topics:
  - Select chair, vice-chair, and secretary
  - Generate a list of up to ten charters to use as a "jumping off point"
  - Create a committee to prioritize your needs and desires (don't worry too much about the content of those charters; just choose one or two that are well-organized and concise. Based on Dupuis, petite, minimalist).
  - Decide whether to meet once a week or twice a week. Consider once a week until you get through a complete first draft draft. Reserve the possibility of twice a week if you find you need to redo your work.
  - Plan to hold at least two public hearings. Also set aside some time for public comment.
  - Consider adoption of rules of procedure
  - Selection of or RFP for legal counsel
  - Should you have legal counsel present at EVERY meeting? You may find that the longer less frequent meetings are less productive and easier to follow.

How do we get there?

- Meeting #
  - Commission member remarks
  - Public comment period
  - Preliminary adoption of draft chapters I, General Provisions, and 2, Town Council
  - Initial discussion of draft chapter III, Council Procedure
  - Initial discussion of IV, Elections
  - Other discussion
  - And so forth!
  - Don't worry if it appears you have extra weeks at the end! Hold them in reserve.

How do we get there?

- Meetings schedule:
  - Use the table of contents of your "jumping off point" charter to plot out topics and dictate. So the agenda might look like this:
  - Meetings:
    - Commission member remarks
    - Public comment period
    - Initial discussion of General Provisions and Town Council
    - Other discussion
  - Meeting #
    - Commission member remarks
    - Public comment period
    - Initial discussion of draft chapter I, General Provisions and 2, Town Council
    - Initial discussion of IV, Council Procedure
    - Other discussion

How do we get there?

- Once you do a "preliminary adoption" of a chapter SET IT ASIDE! You can come back to it again after you go through all of the chapters.
  - Don't keep revisiting prior chapters. There will be an opportunity to look at everything again.
  - But if you don't keep moving FORWARD progress, then one of two things will happen:
    - You'll run out of time before you run out of chapters
    - Your early chapters will have been vetoed to death, and your later chapters will not get the full attention they deserve.
  - The later chapters need to be more technical and less interesting, but are still of critical importance.
  - Do the "preliminary adoption" LAST.
  - Don't worry too much about the definitions chapter, let your lawyer keep track of needed definitions, and put review of that chapter at the end, too. But then put the definitions chapter in the front of the charter.

Other Considerations — Involvement of Council/Board and Staff

Questions sometimes arise about whether:

- Member(s) of the Council/Board should serve on the charter commission?
- The City/Town Attorney should be the legal advisor to the Commission or committee, or outside counsel should be brought in?
- One or more staff members should serve on the Commission or committee?
Other Considerations —
Involvement of Council/Board and Staff

- Council/Board Involvement (as a Commission member):
  - Consider the "message" you may be sending — "we don't trust the citizens"?
- Staff Involvement (as a Commission member) can raise similar concerns about "message".
- Legal:
  - Can be your City/Town Attorney or a consultant with expertise — for you to decide which is best — but can be valuable either way.
  - Outside consultants can sometimes help, but can get away from the norm of the moment and viewing issues from a broader, long-term perspective.

Questions/ Discussion?

Appendix: Available Publications on Home Rule

- Colorado Municipal League (1144 Sherman, Denver 80203; 303-431-6411; www.cmnl.org)
- Home Rule Handbook ($99.95), most extensive publication on home rule in Colorado addressing practical and legal issues. Contains numerous appendices, including a list of pros and cons of home rule and a lengthy list of powers, procedures and limitations that are available for home rule municipalities but may not be available to statutory cities and towns.
- Model of Home Rule Charters (2008)—Compiled by Colorado municipality various provisions in various charters for use especially as a research tool.

Available Publications, cont'd

- Municipal Home Rule — A History and Perspective — an article appearing in the August 2006 edition of Colorado Municipalities Magazine describing in detail the history and development of home rule throughout the nation and, especially, in Colorado.
- National Civic League (1640 Logan Street, Denver 80203; 303-571-4343; www.ncl.org)

Other Resources

- CML is the premier go-to resource on home rule — publications, technical assistance, educational presentations.
- CIRSA is also a resource (to CIRSA members) on charter issues that touch on liability matters (e.g., administrative organization, personnel).
- Recent examples: assistance in Fort Morgan, Edgewater, Ouray, Lamar, Brighton, Vail, Woodland Park, Thornton.
Date: August 14, 2017

To: Mayor Peterson and Town Trustees

From: Jim White, Town Manager

RE: Items from the Town Manager

1. **Streetscape Project/ Update**
   Utility work will begin on Grand Avenue and Pitkin with mobilization on Monday, August 14, 2017 and continue for approximately three weeks on Pitkin Avenue and in the alley behind the Sagebrush.

   Finished utility work and curb and gutters on Garfield held up extremely well with the intense storm on Wednesday, August 9, 2017. We held a Public Forum on that evening beginning at 5pm.

   Meanwhile, we are continuing work on the boardwalks by the crew from Big Valley Construction. Work is completed on the south side of Grand between Ellsworth and Garfield. The boardwalk crew has now moved to Grand from Hancock to Pitkin. Work is approaching Poncho and Lefty’s and moving down the block toward Humphrey’s.

   We continue our efforts to improve notification and give as much lead time as possible to the businesses that will be affected.

   In addition, we continue our weekly contractor meetings each Tuesday during which we are reviewing our schedule, documenting our activities, paying attention to budget matters, and identifying responsible parties for specific tasks and follow up assignments (SEE ATTACHMENT).

2. **Grand Environmental Services**

   At our last meeting on July 24, 2017, the Town Board requested additional information on Invoice #4496 from Grand Environmental. That information is included in your packet (SEE ATTACHMENT).

P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099
PH. 970/627-3435
FAX 970/627-9290
E-MAIL town@townofgrandlake.com
3. **West Portal Bridge Update**

Staff has met in conference with CDOT to determine next steps on the West Portal Bridge Project. All involved now have assignments to pursue to move the project forward. Most recently, we have discussed preparing all elements of the project and finalizing planning by January 2018 so we can do construction early in the spring of 2018. Work this fall has not been completely ruled out, but the spring of 2018 plan seems more likely at this point. Benesch Engineering is working with us and CDOT to provide final drawings, specifications, and the latest cost estimates. The Town is working on utility clearances, ROW issues, and development of an RFP.

4. **Short Term Rental Monitoring Opportunity**

Erin ORourke and I held a conference call on July 26, 2017 with STR Helper recently. STR Helper won the RFP from Grand County for Short Term Rental management and compliance services. I have included information about their services and a draft contract for the Town Board’s review. Erin and I would propose to discuss this further during the 2018 budget planning process (SEE ATTACHMENT).

5. **Colorado Blueprint Grant Award**

On July 31, 2017, Grand Lake received notice of a grant award from Colorado Blueprint 2.0 to develop a Creativity Lab to promote the local creative economy.

**ANNOUNCEMENTS**

- The first Town Board Budget Planning meeting will be held on Monday, **August 21, 2017 from 12:30pm till approximately 4:30pm**.

- We have requested an updated contract form SMSB for computer services as we plan our 2018 budget.

- A letter was sent to Northern Water from the Mayor to inquire about the WAPA power lines along Highway 34 and any imminent plans for any power lines that may be within our municipal boundary (SEE ATTACHMENT).

- The Town received notice about a Beach Lift Station Renovation Project planned by Three Lakes Water and Sanitation District, to be done by Conroy Excavating, expected to begin on **August 21, 2017 from the beach at Hancock up to a manhole in the middle of the intersection of Grand and Hancock**. It involves the replacement of a lift station and construction of a new force main. The proposed plan and timetable as well as the proposed traffic plan are included (SEE ATTACHMENTS).
• In the past few weeks, Katie Nicholls, Town Clerk, presented to the Grand Lake Rotary on our Grand Lake Cemetery and Jon T. Hall, Marina Director, presented to the Grand lake Rotary about our Headwaters Marina. Special thanks to both of them.

• Paul Harrington, Harrington Landscaping, is working with the Town to provide six new trees in Town Park. Bernie McGinn has been coordinating the effort.

• I did follow up with Jeff Wood, University of Colorado @ Denver about the recently approved Memorandum of Understanding to develop plans for Lakeside Park improvements. He did confirm that closing the road is only one option that may be considered and that the students would likely propose three options for review by the public and by the Town Board.

• We are working with Mountain States Employers Council, just recently renamed Employers Council on a revision to our Grand Lake Personnel Manual. We hope to bring a revised draft forward to the Town Board in September or October.

• As always, please let me know if you have any questions or concerns. You may also directly contact department directors with questions as well.

Quotable Quote(s):

"The highest form of wisdom is kindness".
Hello Jim, attached is a summary of our project invoicing including actual values and discounts.

We started this work after winning the bid for Pre-Construction Professional Services for the East Inlet Boat Launch in Summer 2015. That contract was expanded to include survey work for the East Inlet Management Area, then various installation-related tasks ending in the July 4th, 2017 fireworks display.

Note that most of the work was done by me ("GSE" in the invoice notes), also Joy Phelan ("JSP"), also subcontractor Azimuth Surveys.

We did all we could to keep costs down including rate reductions and mark-downs resulting in:

- 25% overall reduction in cost between 2015 and 2017
- 39% reduction in our final invoice #4496 (outstanding)

We recognize our work is complete. It’s been a pleasure working with you again and would be pleased to consider bidding on future RFQs/RFAs.

...geoff

Geoffrey S. Elliott
Principal Earth Scientist
Grand Environmental Services
970-509-0199
www.grandenvironmental.com
## Town of Grand Lake Project Cost Summary 2015-2017

Project Initiated per ToGL RFC, dated 18 June 15

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- Total Project Value: $46,731.80
- Discount: $11,756.67
- Total Project Discount: 25%
- Invoice #4496 Value: $12,380.60
- Discount: $4,820.00
- Invoice #4496 Discount: 39%
**Description**  | **Date**  | **Hours**  | **Rate**  | **Amount**  
--- | --- | --- | --- | ---  
REVIEW -- JSP review draft, edits to Geoff. Go through project w/Geoff onsite.  | 6/1/2017  | 1.25  | 45.00  | 56.25  
MEASUREMENTS & MEETINGS -- JSP depth measurements w/Geoff. Met w/GLFDPD, Town, and ShoreStation. Return tomorrow for more in depth analysis of project area and frame location required by ShoreStation. Need measurements to them by 2 PM NO LATER. DETAILED DEPTHS -- JSP measuring detailed depths w/Geoff. Reduced data to Geoff.  | 6/1/2017  | 3.75  | 45.00  | 168.75  
PLANNING AND DESIGN -- GSE consider mooring concept reduce dock stress, concept sketch team meeting good consensus + to-do list, discuss with ShoreStation team, measure depths work on reduced dock order, ping SamC no response, drafting send construction set to Nate discuss, call Corps permitting strategy, discuss Management Agreement + USBR with Nate. PROJECT DESIGN + LOGISTICS -- GSE discuss mooring concept 1 on 1 with team, adjust layout and logistics per recommendations, ToGL confab review status including USBR 2016 OK, Corps permitting, drafting and submit plans to ToGL + team, pre-application brief to Corps OK talk next week  | 6/9/2017  | 9  | 45.00  | 405.00  

**TOTAL**

Make all checks payable to Grand Environmental Services

*Thank you for your business!*

Grand Environmental Services  PO Box 857, Grand Lake CO 80447  (970) 509-0199
Grand Environmental Services

Date: 7/1/2017
Invoice # 4496

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<tr>
<td>PLANNING AND PERMITTING -- GSE speak at BoT workshop OK GO, layout site and work on logistics, materials, visit MP Concrete look at block options, discuss with JimW OK GO, fill out ToGL permit applications, visit MPConcrete + Sam Conger with JimW + ErinO confirm block order, discuss logistics with Bernie then Nate, work on materials list, check blocks poured look OK, prepare for GCCD application next week, prepare draft Corps application + 2 RT Granby split with other = 70 miles</td>
<td>6/12/2017</td>
<td>13</td>
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<td>SITE VISIT -- JSP assessed project layout with Geoff, staked approx. timber locations and material list to Geoff.</td>
<td>6/13/2017</td>
<td>1.25</td>
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<td>56.25</td>
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<td>INSTALL -- GSE communicate with Corps TylerA guidance then back to site confirm NOT wetland just sod on rock OK prepare data form + photos to Corps then more to ToGL for USBR, work with staff on submittals, to Granby materials, meet ToGL team on site set BMPs clear ramp alignment set lower landing then ramp frame fill rock then top with road base, clear area along shore for docks, back rock work done excellent, clean up, reset BL dock after it got bashed, OK, coordinate with ShoreStation, ON HOLD + Alpine Lumber</td>
<td>6/19/2017</td>
<td>40</td>
<td>45.00</td>
<td>1,800.00</td>
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<td>POWER TOOL KIT</td>
<td>6/19/2017</td>
<td>5</td>
<td>75.00</td>
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<td>MOBILIZE and ONSITE -- JSP mobilize materials and meet Geoff, ToGL, and ShawnB onsite</td>
<td>6/19/2017</td>
<td>7.5</td>
<td>45.00</td>
<td>337.50</td>
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<td>INSTALL -- JSP set timbers and move rocks</td>
<td>6/20/2017</td>
<td>9.5</td>
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<td>INSTALL -- JSP set timbers and move rocks continued</td>
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<td>7.75</td>
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<td>SURVEY -- JSP Survey potential Plan B project areas and attend meeting at ToGL with Geoff</td>
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<td>3.75</td>
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TOTAL

Make all checks payable to Grand Environmental Services

Thank you for your business!

Grand Environmental Services  PO Box 857, Grand Lake CO 80447  (970) 509-0199

Page 2
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<th>Description</th>
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<td>SURVEY -- JSP onsite to survey Plan B project area and depths with Geoff</td>
<td>6/28/2017</td>
<td>6.75</td>
<td>45.00</td>
<td>303.75</td>
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<tr>
<td>PLAN + INSTALL -- GSE survey for alternative sites if needed, participate</td>
<td>6/30/2017</td>
<td>30.5</td>
<td>45.00</td>
<td>1,372.50</td>
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<td>in USBR call hold on Plan A back to Boat Launch site with team yes possible</td>
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<td>Plan B, expand survey depths prepare draft map with Plan A + B to USBR</td>
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<tr>
<td>follow up call yes GO, team meeting logistics, locate possible moorings</td>
<td></td>
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<tr>
<td>more depths, coordinate delivery with SamC, prep buoys and fenders set</td>
<td></td>
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<tr>
<td>anchor and depths, update graphics out back and bend rebar better + no</td>
<td></td>
<td></td>
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<tr>
<td>expenses</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>INSTALL -- GSE Sunday snafu help as much as I can barge etc 8 hours</td>
<td>6/30/2017</td>
<td>8</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>Sunday no charge</td>
<td></td>
<td></td>
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<tr>
<td>MILEAGE to Granby = 5 round trips</td>
<td>6/30/2017</td>
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<td>352.37</td>
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</table>

TOTAL $7,560.60

Make all checks payable to Grand Environmental Services

Thank you for your business!

Grand Environmental Services  PO Box 857, Grand Lake CO 80447  (970) 509-0199

Page 3
Hello Jim,
Our company recently won the RFP for Grand County Colorado. We provide a comprehensive software solution for Short Term Rental management and compliance unlike any other product in the industry. I believe Winter Park could benefit from some of the work we will be doing already for Grand County. I have attached a short PDF that should provide more context.

Let me know if you would like to have a brief call.
Regards,
John
--

John Spuhler CEO
69 N. Paradise Parkway Building B Suite 224
Garden City, Utah
www.strhelper.com
johns@strhelper.com
(435) 232-0553
Public Policy Objectives 100% compliance is our goal – we enable policy

STR HELPER

**Fairness**
- Hotels and other lodging establishments are subject to TOT, etc. while STR’s are skipping out
- STR’s are a business

**Public Safety**
- Inspection of STR’s for safety and sanitation
- Parking, noise trash

**Tax Revenue**
- Manage permit compliance
- Detect under-reporting.

**Understand Data**
- Manage the housing mix to make better decisions regarding STR policy

**Technology**
- Administer an effective registration process to track and manage compliance and to enable public safety inspection
- Effectively monitor for 100% compliance
- Automate communication for staff efficiency and better communication
- Enable better reporting to track data and effectiveness
- Enable public support by reporting non-compliance
- Mine data to select under-reporters for audits

**Consulting**
- Plan for more effective ordinances
- Mine data to understand trends, statistical analysis of data
- Understand the housing mix to better understand the policy decisions that can feed back to better policy, which in turn can be implemented through the software solution
Three-Tiered Solution

01 Software
- Comprehensive software designed to provide the foundation for both ordinance enforcement and data collection

02 Data
- Gathering data provides us with the basis for making better informed decisions and better understanding our community

Consulting Services
- Construct more effective finances
- Interpret the data thered to draw meaningful inclusions and construct latter policy
STR Helper Software License Agreement

For

City of Grand Lake, Colorado
Bear Cloud Software STR Helper Software License Agreement

BY USING THE LICENSED SOFTWARE FROM BEAR CLOUD SOFTWARE, THE INDIVIDUAL IF ACTING ON BEHALF OF HIMSELF OR HERSELF ("INDIVIDUAL CUSTOMER") OR THE INDIVIDUAL WHO IS ACTING ON BEHALF OF AN EDUCATIONAL OR NONPROFIT INSTITUTION, GOVERNMENTAL AGENCY, OR OTHER ENTITY ("ENTITY CUSTOMER", THE INDIVIDUAL CUSTOMER AND ENTITY CUSTOMER TOGETHER ARE "CUSTOMER") IS AGREEING TO BE BOUND BY THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT"). IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, CUSTOMER MAY NOT INSTALL, COPY, OR USE THE LICENSED SOFTWARE.

1. DEFINITIONS.

"User Account" means, collectively, the specific User ID, and authorization for each copy of the Licensed Software issued by Bear Cloud Software to Customer.

"Affiliates" or "Affiliate" means an entity, institution, or organization that controls, is controlled by, or is under common control with another entity, institution, or organization, with at least majority ownership.

"Authorized Reseller" means an authorized distributor, authorized reseller, or dealer of the Licensed Software.

"Authorized User" means an employee or contractor licensed to use STR Helper.

"Documentation" means the user manuals and supporting documentation in electronic form provided with the Licensed Software under this Agreement.

"License Fee" means the applicable fee for which Customer licenses the Licensed Software.

"License Period" means a perpetual term unless (a) terminated as provided below or (b) a specific fixed term is otherwise set forth in the License and User Account.

"Licensed Software" means the specific software licensed to Customer under the terms of this Agreement (as specified in the License and User Account issued to Customer), including any Updates and Upgrades thereto.

"Bear Cloud Enhancements" means enhancements to Bear Cloud Files in which the copyright is owned by Bear Cloud Software or distributed by Bear Cloud Software from time to time.


"Update" means a revision to the Licensed Software or patch that improves the functionality of the Licensed Software, and may contain new features or enhancements, which is not an Upgrade.

"Upgrade" means a subsequent version of the Licensed Software that Bear Cloud Software designates as a new release and makes generally commercially available or a different flavor of the Licensed Software that that Bear Cloud Software makes generally commercially available.
2. LICENSE AND OWNERSHIP.

2.1 License and User Accounts. That Bear Cloud Software shall issue Customer a “License and User Account” via email, fax, postal mail, or courier (e.g., FedEx, UPS, DHL) that sets forth the specific Licensed Software, the specific number of Concurrent Authorized Users for Entity Customers, and the User Account associated with the Licensed Software (the License and User Account or User ID). The License and User Account is hereby incorporated by reference into this Agreement. Certain of the licenses in Section 2.2 permit use by Authorized Users of Entity Customer and the Entity Customer is responsible for compliance of all such Authorized Users with the Agreement and shall be liable for the breach of the terms of this Agreement by such Authorized Users.

2.2 Single-User License. An Individual Customer whose License and User Account issued by Bear Cloud Software specifies the “License Type” as “Single User”. A Single-User license is for a named individual who is identified as the Authorized User. Subject to the terms and conditions of this Agreement, Bear Cloud Software grants to Customer a transferable license, without the right to sublicense, to use the Licensed Software.

2.3 Documentation License. Subject to the terms and conditions of this Agreement, Bear Cloud Software grants to Customer a transferable license, without the right to sublicense, to use the Documentation in connection with Customer’s authorized use of the Licensed Software. Customer may not reproduce or distribute the Documentation in any manner, whether physically or electronically, without the express written permission of Bear Cloud Software.

2.4 User Account. Bear Cloud Software shall issue to Customer a License and User Account for each copy of the Licensed Software. Customer is entirely responsible for any and all activities that occur under Customer’s account.

2.5 License to Bear Cloud Enhancements. Subject to the terms and conditions of this Agreement, Bear Cloud Software grants to Customer a transferable license, without the right to sublicense, to use Bear Cloud Software Enhancements solely with the Software for Customer’s Internal business, research, or educational purposes. Notwithstanding any other provision in this Agreement to the contrary, Bear Cloud Software makes to Customer regarding the licensed software a warranty of merchantability and a warranty of fitness for the particular purposes for which the licensed software is sold.

2.6 Restrictions. Customer shall not, nor permit any person (including any Authorized User) to: (i) reverse engineer, reverse compile, decrypt, disassemble, or otherwise attempt to derive the source code of the Licensed Software (except to the extent that this restriction is expressly prohibited by law); (ii) modify, translate, or create derivative works of the Licensed Software; (iii) sublicense, resell, rent, lease, distribute, market, commercialize, or otherwise transfer rights or usage to the Licensed Software (except as expressly permitted under this Agreement); (iv) remove, modify, or obscure any copyright notices or other proprietary notices or legends appearing on or in the Licensed Software, or any portion thereof; (v) transfer, use, or export the Licensed Software in violation of any applicable laws, rules, or regulations of any government or governmental agency; (vi) use the Licensed Software or any system services accessed through the Licensed Software to disrupt, disable, or otherwise harm the operations, software, hardware, equipment, and/or systems of a business, institution, or other entity, including, without limitation, exposing the business, institution, or other entity to any computer virus, Trojan
horse, or other harmful, disruptive, or unauthorized component; or (vii) embed the Licensed Software in any third-party applications, unless otherwise authorized in writing in advance by an officer of Bear Cloud Software.

2.7 Ownership. The Licensed Software, Bear Cloud Software Enhancements, and Documentation contain copyrighted material and other proprietary material and information of Bear Cloud Software and/or its licensors. Bear Cloud Software and/or its licensors shall retain all right, title, and interest, including all intellectual property rights, in and to the Licensed Software, Bear Cloud Software Enhancements, and Documentation. Customer will not remove, alter, or destroy any form of copyright notice, proprietary markings, or confidential legends placed upon or contained within the Licensed Software, Bear Cloud Software Enhancements, or Documentation, or any component thereof.

3. TECHNICAL SUPPORT AND UPGRADES AND UPDATES.

3.1 Technical Support. Bear Cloud Software agrees to provide Customer with technical support services which include periodic distribution of bug fixes and minor enhancements as Updates scheduled by Bear Cloud Software. All registered users of the then-current release of STR Helper and the previous release of Bear Cloud Software are eligible for free limited technical support. Installation support inquiries by telephone will be accepted by Bear Cloud Software during normal business hours. Technical support email inquiries are accepted at any time and will be answered during normal Bear Cloud Software business hours. Bear Cloud Software will attempt to respond to inquiries within the same business day.

3.2 Updates and Upgrades. To receive and use an Upgrade, Customer must pay the applicable annual fees for that Upgrade and agree to Bear Cloud Software standard terms and conditions governing the use of that Upgrade.

4. TERM AND TERMINATION.

4.1 Term. Customers with a fixed-term License Period, this Agreement shall commence on the Effective Date and shall continue in effect until the software renewal date.

4.2 Termination. Customer may terminate this agreement before the software renewal date.

4.3 Effect of Expiration or Termination. Upon expiration or termination of this Agreement, (i) the rights and licenses granted to Customer pursuant to this Agreement shall automatically and immediately terminate and (ii) Customer shall immediately cease using the Licensed Software. In addition, for a fixed-term License Period, upon expiration of the License Period, the User Account or User ID will expire and the Licensed Software will cease to function.

5. FEES AND PAYMENT.

Fees and Payment Terms. Customer licenses the Licensed Software from Bear Cloud Software. This Agreement is between Customer and Bear Cloud Software solely. The applicable license fee is specified and set forth in Exhibit A.
6. IMPLEMENTATION.

Customer agrees to supply Bear Cloud Software with city property data for software implementation.

7. CONFIDENTIALITY.

7.1 Customer and Bear Cloud Software agree to maintain the confidentiality of any confidential or proprietary information of one party (the “disclosing party”) received by the other party (the “receiving party”) during the term of, or prior to entering into, this Agreement that the receiving party should know is considered confidential or proprietary by the disclosing party based on the circumstances surrounding the disclosure, including, without limitation, non-public technical and business information (“Confidential Information”). The Licensed Software is copyrighted and shall be deemed Bear Cloud Software Confidential Information. The Documentation is copyrighted material of Bear Cloud Software. This section shall not apply to any information that is or becomes publicly available through no breach of this Agreement by the receiving party or is independently developed by the receiving party without access to or use of the Confidential Information of the disclosing party. The foregoing confidentiality obligations will not restrict either party from disclosing Confidential Information of the other party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to enable the other party to seek a protective order or otherwise limit such disclosure. The receiving party of any Confidential Information of the disclosing party agrees not to use the disclosing party’s Confidential Information for any purpose except as necessary to fulfill its obligations and exercise its rights under this Agreement. The receiving party shall protect the secrecy of and avoid disclosure and unauthorized use of the disclosing party’s Confidential Information with no less than reasonable care. All the disclosing party’s information remains the property of the disclosing party.

7.2 Bear Cloud Software agrees not to sell or distribute property or licenses data obtained from Customer.

8. LIMITATION OF LIABILITY.

8.1 Consequential Damages Waiver. IN NO EVENT SHALL BEAR CLOUD SOFTWARE OR ITS LICENSORS HAVE ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF ANY REPRESENTATIVE OF BEAR CLOUD SOFTWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

8.2 Limitation of Damages. IN NO EVENT SHALL BEAR CLOUD SOFTWARE’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED: (I) IF THE LICENSED SOFTWARE IS LICENSED FROM BEAR CLOUD SOFTWARE DIRECTLY, THE LICENSE FEES PAID BY CUSTOMER TO BEAR CLOUD SOFTWARE FOR THE LICENSED SOFTWARE, OR (II) IF THE LICENSED SOFTWARE IS LICENSED THROUGH AN AUTHORIZED RESELLER, THE LICENSE FEES PAID BY CUSTOMER TO THE APPLICABLE AUTHORIZED RESELLER, AS
APPLICABLE. IN NO EVENT WILL BEAR CLOUD SOFTWARE LICENSORS HAVE ANY LIABILITY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT.

8.3 Limitation of Remedies. THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

8.4 Bear Cloud Software agrees to hold harmless and indemnify Customer from liability, arising from Bear Cloud Software’s internet listing data gathering technology and processes.

9. U.S. GOVERNMENT CUSTOMERS.

The Licensed Software under this Agreement is “commercial computer software” as that term is described in DFAR 252.227-014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms and this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.111(Technical Data) of the Federal Acquisition Regulations (“FAR”) and its successors. If acquired by or on behalf of any agency within the Department of Defense (“DOD”), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202 of the DOD FAR Supplement and its successors.
Thank you for your interest in STR Helper. Please find our standard contract proposal. As part of the contract, you have selected the following product modules.

- **Standard Implementation One-time fee** ($3,000.00) – This is a one-time fee changed to implement STR Helper’s standard features.
- **Validation Listing Confirmation One-time fee** ($800 optional) After the standard implementation fee, the first batch of listings will be validated by STR Helper’s Validation Technicians in City of Grand Lake, Colorado.
- **Annual STR Helper Software Fee** ($7,500.00) – This fee covers the core STR Helper software features including compliance/monitoring module, license list portal, reporting tool, mail merge functions for a period of one year. **Registration Portal Included** – This provides access to the STR Helper Registration Portal for on-line registration and renewal, either as a standalone, or implemented through the city web site. **Complaint Portal Included** – This provides access to the STR Helper Complaint Portal, either as a standalone, or implemented through the city web site.
- **Additional Account Licenses** ($300.00 optional per year) – We recommend that every user has their own license. This way when notes, action items, or tasks are created, STR Helper will log the updates to the correct user. Each use can add unlimited devices at no additional cost.
- **On-site Training** ($700 per day + travel expenses optional) – We do offer internet trainings for free but some clients prefer one to two days of on-site training to help expedite production rollout.
- **Custom Development** ($140 per hour optional) – Since we are a software company we can create custom features for our clients. For example, if you need STR Helper to export data to a third-party application, then we can assign resources to engineer that request.

**Total First Year Expense: $3800 + $7500= $11,300**

**Annual costs after the first year= $7500**

If you have any questions, please let me know. We look forward to working closely with you!

John Spuhler  
johns@strhelper.com  
(435) 232-0553

_________________________________________  ___________________________
John Spuhler, CEO Bear Cloud Software  Date
Thank you for your interest in STR Helper. This guide is to inform you of the requirements needed to complete a successful rollout of the software. There are 7 stages to the implementation process. Each stage is divided into two sections. The first section covers what is required from the municipality. The second section covers what STR Helper is committed to deliver. Depending on the features and services purchased, we may slightly modify how each stage is completed.

**Stage 1 – Project Kickoff**

**Municipality Deliverables:**

- A primary contact person to STR Helper.

**STR Helper Deliverables:**

- STR Helper will create a project team which will include the following resources: project manager, development resources, testing recources and validator technicians. The project manager is the primary contact person for the municipality.

**Stage 2 – Parcel Data Normalization**

This is the baseline data that STR Helper will use to identify short-term rentals listings from the national hosting sites like HomeAway and Airbnb.

**Municipality Deliverables:**

- Parcel Data File

The following parcel data is usually acquired from the County’s Assessors office or from the city’s planning department. In most cases the data is downloaded from the county’s Geographic Information Systems (GIS). The data file needs to be delivered to STR Helper in a format that can be imported into Microsoft Excel.

**Required Fields**

- A - Parcel Number
- B - Owner Name 1
- C - Owner Name 2
- D - Mailing Street Address
- E - Mailing City
- F - Mailing State
- G - Mailing Zip Code
- H - Property Street Address
- I - Property City
- J - Property State
- K - Property Zip Code

**Optional Fields**

- L - Number of Bathrooms
- M - Number of Bedrooms
- N - Number of Garage Stalls
- O - Property Latitude
- P - Property Longitude
- Q - Property Lot Size Sq Ft
- R - Property Nickname
- S - House Size Sq Ft
- T - Year Constructed
- U - Zone
STR Helper Deliverables:

- Normalization of the parcel data file, uploaded to the STR Helper database.
- Development and configuration of the nightly batch process. This process identifies internet listing from 2C+ national hosting sites.
- Mapping the municipality’s boundary’s including the latitude and longitude of each property.

Stage 3—Deploy Project to Test

Municipality Deliverables:

- No deliverable to STR Helper unless municipality is going to assist in validation of internet listings. If this is the case then training of municipality resources need to be scheduled.

STR Helper Deliverables:

- Code is deployed from the development environment to the test environment.
- Quality Assurance signoff that the software is ready for production rollout.

Stage 4—Deploy Project to Production

Municipality Deliverables:

- No deliverable to STR Helper

STR Helper Deliverables:

- STR Helper is rolled to production.
- Logins are created for municipality’s users

Stage 5—Listing Validation and Training

Municipality Deliverables:

- No deliverable to STR Helper unless municipality is going to assist in validation of internet listings. If this is the case, then training sessions with municipality resources needs to be scheduled.

STR Helper Deliverables:

- STR Helper will deploy validator technicians to start the validation process.
Stage 6 – Registrations / Mail Merge / Web Portals / Tax and Custom Reports

Municipality Deliverables: These are optional features within STR Helper. If any of these features are to be deployed, then the following artifacts are required:

STR Registrations (Permits or Licenses)
- Data file containing all STR registrations and property managers. Registration data file must include parcel ID number and address.

Mail Merge
- 6 letters can be uploaded into STR Helper. Microsoft Word file format is preferred.
- Logo files. JPG format is preferred.

Web Portals
- No deliverable to STR Helper unless customization work is needed to the standard web layouts

Tax and Custom Reports
- Data and report requirements are needed for tax and custom reports.

Calendaring and Reviews
- No deliverable to STR Helper.

STR Helper Deliverables:
- For each of the features listed above, STR Helper will assign development, quality assurance, and training resource to deploy the agreed upon features and software customizations.

Stage 7 – Training & Support

Municipality Deliverable:
- List of e-mail addresses for login IDs to STR Helper production environment.

STR Helper Deliverable:
- Webinar trainings for STR Helper features
- Support e-mail address (support@strhelper.com) Best efforts to answer e-mail questions within 12 hours.
- On Site training is available for a fee. Recommendation is to have at least one day of on-site training,
15 Rural Colorado Communities Chosen for Second Round of Blueprint 2.0 Initiatives Designed to Boost Economies

DENVER - July 31, 2017 - Stephanie Copeland, executive director of the Colorado Office of Economic Development and International Trade (OEDIT) along with local economic development professionals from around the state, gathered in Meeker today to announce the recipients of the second round of the Colorado Blueprint 2.0 initiatives.

"Blueprint 2.0 is a great example of how Colorado is going above and beyond existing resources to support the needs of our rural regions," said Lt. Governor Donna Lynne. "We congratulate today's recipients and look forward to seeing how these regions leverage the new services and resources to help strengthen their economies and communities."

Blueprint 2.0 leverages state partnerships and specialized resources to address the unique economic development goals of rural Colorado. Launched in 2015, Blueprint 2.0 is a bottom-up effort to turn regional feedback on local economic needs into a statewide set of initiatives to advance the economies of rural communities.

"OEDIT is committed to building rural economies through a variety of innovative programs and initiatives," said Copeland. "We are excited to announce the communities that will benefit from the second round of Blueprint 2.0 initiatives and look forward to working with communities across the state."

**Recipients of the second round of Colorado Blueprint 2.0 include:**
The second round of Blueprint 2.0 offered six new initiatives based on participant feedback and economic opportunities. Each initiative includes services not previously provided by the State, and leverages state resources and partnerships with organizations outside of the state of Colorado to provide technical assistance to regions who expressed an interest in pursuing the initiatives.

"We are excited to be helping communities address everything from placemaking and branding to housing and economic development," said health and wellness champion and senior regional manager for regional development Meridith Marshall. "We had great success with the first round of Blueprint 2.0, and we are looking forward to the second round of initiatives and what they will do for Colorado."

Many communities applied for Colorado Blueprint 2.0 initiatives, and during the application process, communities and regions were asked to demonstrate collaboration, strong local leadership and solid support for the initiative they chose to pursue. Initiatives will be deployed between now and March 2018.

In 2016, OEDIT led 27 initiatives, of 10 different offerings, in 10 of Colorado's 14 regions during the first round of the Blueprint 2.0 initiatives. The original Blueprint, conceived during Governor John Hickenlooper's first term, was an overarching economic development strategy for the State.
August 8, 2017

Northern Water
Attn: Mr. Nobile Underbrink
P.O. Box 1617
Grand Lake, CO 80447

Dear Mr. Underbrink

On behalf of the Town of Grand Lake, I am writing inquire about any future plans Northern Water may have for additional power poles within Town limits. Our Town Board and our local residents have been watching the power poles go up on Highway 34 to provide backup for the Farr Pumping Plant.

Subsequently, it has led to speculation about other future power needs and the likelihood of proposals which may bring similar poles into our community. The reaction to the massive poles has not been favorable and we are attempting to preempt any controversy which may arise from plans to install them here.

Sincerely,

James C. Peterson
Mayor
Three Lakes Water & Sanitation Project

Lift Station and Force Main

Start Date: August 21, 2017
<table>
<thead>
<tr>
<th>Date</th>
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<tr>
<td>4-Dec</td>
<td>Move Planning</td>
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<tr>
<td>5-Dec</td>
<td>Build Plan, Layout Plans for Formwork</td>
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<tr>
<td>6-Dec</td>
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<tr>
<td>7-Dec</td>
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<tr>
<td>31-Dec</td>
<td>Build Plan, Layout Plans for Formwork</td>
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</tbody>
</table>

Note: The table above represents the activities planned for each day from 4th December to 31st December. The specific activities are not clearly defined in the image.
TOWN OF GRAND LAKE
TRUSTEE GENERATED TOPICS OF DISCUSSION*
Monday, August 14, 2017 – Board of Trustees Workshop

*This is an ongoing list of topics the Trustees would like discussed. Topics may not necessarily be discussed at this workshop and postpone until a later workshop depending on time constraints and at the Board's discretion.

<table>
<thead>
<tr>
<th>TRUSTEE</th>
<th>TOPIC</th>
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<tr>
<td>Solgot  - (7/28/17)</td>
<td>Visitor Center &amp; Chamber of Commerce</td>
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<tr>
<td>Solgot  - (8/10/17)</td>
<td>Three Lakes Visitors Bureau</td>
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Town of Grand Lake
Board of Trustees

August 2, 2017

Yesterday as I was walking from the Town Hall I noticed the extreme height of the new curbing in front of the library.

Because of the past complaints the town has received from car owners damaging their front bumpers on the 6" wooden curbs along Grand Avenue I am bringing to your attention this new curb may lead to many more damaged cars.

To allow ones car to roll up to the curb will most likely damage most car bumpers as they are only about 6"-7" off the ground. As of now the height of the curb across the street from the library is 5" and the curb in front of the library is up to 10".

In addition to car damage this also presents a potential trip hazard for people when the maximum height for a step is only 7 3/4".

Walk along Grand Avenue and look at the new cars with bumpers resting just above the wooden curb and imagine how many will be smashed when they park in front of the library.

I realize this height is necessary due to the need to match elevation changes on each side of the road. However, when we were looking at the Streetscape plan several years ago we were shown several curb designs and in this one area, I would have chosen one of the “S” style or angled curbs.

Just a heads-up to a potential problem.

Lance Sahb

[Signature]
I would like to commend the Board on their decision regarding Consideration to Submit a Pledge to the Compact of Colorado Communities. Sharon King, 1911 Grand Ave, Grand Lake
July 26, 2017

Dear Western Riviera Patrons:

Summer 2017

The Town of Grand Lake is writing in support of the Western Riviera and the efforts they have made over many years in establishing a long standing reputation for quality hospitality.

On their behalf, the Town of Grand Lake is extending its apologies for the ongoing construction project which no doubt adversely impacted your stay this summer. For your information, the Town citizens passed a bond issue last November 2016 so we could improve our Town infrastructure, including drainage, utility improvements, and replacement of our boardwalks. It has been twenty five years since we did work of this magnitude.

Since we have a very short construction season here in Grand Lake, consequently, we knew we faced a direct conflict with our visitor’s favorite time of the year. Nonetheless, we had to move forward during the warm weather.

Please know that next year, the work in the vicinity of the Western Riviera will be predominantly complete. We are expecting the need to asphalt in front of the north end of Garfield only to tie into the Phase Two (2) work that will be done on Park Avenue. It will be brief and nothing like the work you had to endure this year. Besides, having learned from our misstep, Western Riviera will know well in advance when this work will be scheduled.

I know my comments do not change the experience you had this year; however I hope they encourage you to come back next year, and give the Town and Western Riviera a chance to show off the improvements we will have made.

Respectfully,

Jim White

Town Manager
July 26, 2017

Town of Grand Lake
PO Box 99
Grand Lake, CO 80447

Dear Friends at the Town of Grand Lake,

On behalf of Mountain Family Center (MFC), I would like to thank you for your donation of $150.00 given on June 10, 2017 towards the 2018 Taking Steps for Cancer Calendar. The money raised through calendar sales goes to MFC’s Cancer Fund, and truly makes a difference in the lives of Grand County residents battling cancer. The Cancer Fund covers transportation, lodging, prescription and other costs for cancer patients in the county. Mountain Family Center could not assist in serving the needs of those living in our community without the continued support of businesses and individuals like you who help champion this cause.

Thank you again, and we look forward to your continued support. Your contribution is a worthy investment in the people living and working in Grand County, Colorado!

Sincerely,

Helen Sedlar
Executive Director

Note: No goods or services were provided in exchange for this donation. Mountain Family Center is an exempt organization as described in Section 501(c)(3) of the Internal Revenue Code; EIN 74-2446390.
August 10, 2017

Mayor Peterson and Town Trustees:

The Grand Arts Council greatly appreciates the Town's donation towards our Summer Concert in the Gazebo series. Without this sponsorship, this popular concert series would not be possible.

The Arts Council paid for 10 uses of the gazebo for the series. The first concert (July 6) was cancelled due to Tracey Williams' (one-half of Acme Duo) unforeseen medical emergency. This week's concert (August 9) was moved into the Community House due to the forecast (and actual) severe weather, including nearby lightning. Town staff, following Town policy, required a $50 fee for use of the Community House.

I request an exception to this policy and instead a credit for the non-use of the already paid gazebo fees on July 6 and August 9, and thus a refund of the $50 fee paid for the Community House on August 9.

Thank you for your consideration.

Jim Cervenka,

Grand Arts Council
TOWN OF GRAND LAKE STRUCTURE AND FACILITY
APPLICATION AND USE AGREEMENT

According to the use policies for Town of Grand Lake public facilities and structures (outlined by Resolution), any group or governmental entity (User) desiring to use public facilities and structure shall comply with the terms of the Resolution. The following information is required for this Application and Use Agreement:

User Group Name: GRAND ARTS COUNCIL

User Group Point of Contact: Jim Cervenko

User Group Mailing Address: P.O. Box 762, Grand Lake

Point of Contact Daytime Telephone Number: 970-531-8117

Point of Contact Email Address: jim.ligo.cervenko@gmail.com

Is this user group a Government, Non-Profit, or Special District? [X] Yes ☐ No
Is this a reoccurring event? ☐ Yes [X] No
Is this a pecuniary use? (will you be selling something?) ☐ Yes [X] No

Please indicate event name or use: Summer Free Concerts in the Park

Please identify your waste removal plan:

Minimal trash use existing trash cans on site

Please check which structure(s) and/or facility (and applicable subsequent amenity) you would like to use as well as note the date(s) and time period(s):

☐ Community House ($225 Deposit)+FEE
☐ Town Hall Board Room/Kitchen ($50/hr)
☐ Heckert Pavilion ($10-non-profit/$20 per hr)
 ☐ Electricity Use Requested (+$25 )
☐ Town Square Gazebo
 ☐ Electricity Use Requested (+$25)
☐ Lakefront Park (Upper) Picnic Shelter
☐ Lakefront Park (Lower) Picnic Shelter
 ☐ Electricity Use Requested (+$25)
☐ Pitkin Annex ($225 Deposit)($7/non-profit/private-pecuniary $10 per hr)

DATE REQUESTED-START & END TIME
(Maximum Use limited to 4 hours for Town Square Gazebo and Lakefront Park)

Wednesday, 4-8 pm, Jul 5-Sep 10

☐ 7/18 ☑ 8/16 9-6
☐ 7/19 8/13 9-6
☐ 8/30
Please identify all businesses (including addresses and phone numbers) that may be providing services for this use. This list should include caterers, music services, rental companies, etc. Businesses providing delivery services should also be included:

NOTE: No alcohol is allowed in Town Parks. If a private event, alcohol may be provided in the Community House only. If alcohol is to be sold, please contact the Town Clerk regarding liquor licensing.

ACKNOWLEDGEMENT: By my signature, I and my organization (User) hereby acknowledge to have received a copy of the Town of Grand Lake Resolution of policies for the Town of Grand Lake Public Facilities and Structures and that the policies have been read, understood and are agreed to comply with the terms thereof.

[Signature]
User Group Point of Contact Signature

WAIVER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS CLAUSE: By my signature, I agree and understand that the Town of Grand Lake is not responsible for the actions, activities or property of Users using the Town of Grand Lake's structures and/or facilities and hereby, for myself and the User Group I represent, I release and absolve the Town of Grand Lake from any liability associated with those actions, activities and/or property described herein this Agreement. I further indemnify and hold harmless the Town of Grand Lake from any and all claims arising out of our use of the premises; including costs associated with cleaning and waste removal as well as all costs and attorney's fees incurred in collecting for damages to said structure and/or facility or defending against claims of Users or User's invitees.

[Signature]
User Group Point of Contact Signature

Town of Grand Lake
P. O. Box 99
Grand Lake, CO 80447
Ph. (970) 627-3435
FAX (970) 627-9290
town@townofgrandlake.com
To: Mayor Peterson and the Board of Trustees  
From: Katie Nicholls, Town Clerk; Erin Ackerman, Town Treasurer

RE: Evening Meeting Clarifications & Suggested Motions

Please note that items J6, J7 & J9 are QUASI-JUDICIAL

SUGGESTED MOTIONS

**Item J2 – Adopt a Supplemental Budget:**

I move to adopt Resolution No. ___-2017, a resolution to adopt a supplemental budget including:

1) Additional W. Portal bridge expenditures
2) Additional W. Portal bridge, Administrative Assistant, Clerk Pro-Tem, water tap, fireworks barge and fireworks dock expenditures
3) Additional W. Portal bridge, Administrative Assistant, Clerk Pro-Tem, water tap, fireworks barge, fireworks dock and fireworks barge re-surfacing expenditures

**Item J3 – Appropriate Sums of Money:**

I move to adopt Resolution No. ___-2017, a resolution to appropriate sums of money for the General Fund as follows:

1) $3,901,060 Total
   - For Current Operating Expenses in the amount of $1,884,918
   - Debt Service in the amount of $42,046
   - And Capital Outlay in the amount of $1,974,096

2) $3,931,412 Total
   - For Current Operating Expenses in the amount of $1,883,770
   - Debt Service in the amount of $42,046
   - And Capital Outlay in the amount of $2,005,596

3) $3,938,412 Total
   - For Current Operating Expenses in the amount of $1,883,770
   - Debt Service in the amount of $42,046
   - And Capital Outlay in the amount of $2,012,596
Three Lake Water and Sanitation District
Beach Lift Station Renovations
Public Notice

Please read this public notice concerning construction activities that will occur in downtown Grand Lake near the Beach area. Three Lakes Water and Sanitation District’s existing “Beach Lift Station” is going to be replaced, and during the next few months you will notice construction activities and traffic detours to accommodate the replacement project. The construction work will be located at the bottom of the hill on Hancock Street, at the intersection of Lake Avenue. Your sanitary sewer service will not be disrupted as part of this project. The construction period is from August 21st through the end of November. Expect minor traffic detours and construction activities in this area. Below is contact information if you have any questions.

Thank you
Jay Conroy
Conroy Excavating

Contact Information

Owner – Three Lakes Water & Sanitation (970-627-3544)

General Contractor – Conroy Excavating (970-722-0123)