



Board of Trustees Workshop and Meeting Agenda

Monday, June 22, 2026 at 4:30 p.m.

Town Hall Board Room - 1026 Park Avenue

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

Please join my meeting from your computer, tablet or smartphone.

<https://us06web.zoom.us/j/83928130935>



You can also dial in using your phone.

United States: 719-359-4580

Meeting ID: 839 2813 0935

Work Session 4:30 p.m.

2. Call to Order
3. Roll Call
4. Conflicts of Interest
5. Items of Discussion
 - A. Board of Trustees Vacancy Appointments — Candidate Interviews and Workshop Discussion

Evening Meeting 6:00 p.m.

7. Call to Order
8. Pledge of Allegiance
9. Announcements
10. Roll Call
11. Conflicts of Interest
12. Mayor's Report
13. Manager's Report
 - A. June 22, 2026
14. Public Comments (Limited to 3 Minutes)
15. Consent Agenda

A. Meeting Minutes

June 8, 2026

B. Accounts Payable

June 22, 2026

16. Items of Discussion

- A. Appointment of Two Trustees to Fill Vacant Seats on the Board of Trustees
- B. Consideration of Approval of a Special Event Permit Application and Resolution 50-2026 — Grand Lake Area Historical Society "Annual Meeting," July 7, 2026
- C. Consideration of Approval of a Special Event Permit Application and Resolution 51-2026 — Kevin's Outreach for Local Emergencies Fund "Arts & Crafts Fair," July 10–12, 2026
- D. Consideration of Approval of a Special Event Permit Application and Resolution 52-2026 — Rocky Mountain Classics – ACBS "The Grand Lake Boat Show," July 17–18, 2026
- E. Consideration of Approval of a Special Event Permit Application and Resolution 53-2026 — Kevin's Outreach for Local Emergencies Fund "Arts & Crafts Fair," August 7–9, 2026
- F. Resolution 54-2026: Supplemental Budget and Appropriation – Capital Improvement Fund, Fiscal Year 2025
- G. Comprehensive Municipal Code Review — First Reading of Proposed Amendments to Chapters 4, 7, and 12
- H. Authorization to Execute Comcast/Xfinity Communities Cable and Internet Service Agreement and Grant of Easement for Space to Create Grand Lake (1128 Park Ave)
- I. Surplus Declaration and Transfer of Town-Owned eBike to Volunteer Dark Sky Lighting Inventory Consultant — Contingent on Grant Compliance

17. Future Items for Consideration

18. Executive Session

- A. **EXECUTIVE SESSION PURSUANT TO C.R.S. § 24-6-402(4)(a) FOR THE PURPOSE OF DISCUSSING THE PURCHASE, ACQUISITION, LEASE, TRANSFER, OR SALE OF REAL, PERSONAL, OR OTHER PROPERTY INTERESTS, INCLUDING PROPERTY MATTERS AND ZONING ISSUES AFFECTING THE TOWN OF GRAND LAKE**

19. Adjourn Meeting



TO Mayor and Board of Trustees

FROM Alayna Carrell, CMC, Town Clerk

DATE June 22, 2026

ACTION TYPE: Action Requested Information Only

RE: Board of Trustees Vacancy Appointments — Candidate Interviews and Workshop Discussion

Background

Two vacancies currently exist on the Town of Grand Lake Board of Trustees. Pursuant to C.R.S. § 31-4-105, when a vacancy occurs on a board of trustees, the remaining members of the board are authorized to fill the vacancy by appointment. The appointed trustee serves until the next regular municipal election at which a successor may be elected.

The Town Clerk publicly noticed the vacancies and solicited letters of interest from qualified residents. To be eligible for appointment, a candidate must be a registered elector who has resided within the Town limits for at least twelve consecutive months immediately preceding the appointment, per C.R.S. § 31-4-301.

Four letters of interest have been received. The following candidates have submitted applications for the Board’s consideration:

- **Dennis Mills** (letter received April 28, 2026 — reappointment request)
- **Greg Finch** (letter received May 6, 2026)
- **John M. Rourke** (letter received June 8, 2026)
- **Joni Morse** (letter received June 12, 2026)

Legal Authority

C.R.S. § 31-4-105 — Vacancies.

When a vacancy occurs in the office of mayor or trustee, the remaining members of the board of trustees shall fill such vacancy by appointment. The person so appointed shall serve until the next regular municipal election.

C.R.S. § 31-4-301 — Qualifications of officers.

Every person elected or appointed to any office in a municipality shall be a registered elector thereof and shall have resided within the municipality for at least twelve consecutive months immediately preceding election or appointment.

Discussion

This item is presented as a workshop item for discussion only. No action will be taken at this time. The Board is invited to review the letters of interest included in the board packet and conduct brief interviews with each of the four candidates during the workshop session. Following the interviews, the Board will have the opportunity to make appointments to fill the two vacancies under the regular meeting agenda later this evening. Letters of interest from all four candidates are attached for the Board’s review. Personal contact information has been redacted from the attached letters.

RECEIVED
APR 28 2026



April 28, 2026

Dear Alayna and Town of Grand Lake Board of Trustees,

I am writing to formally request reappointment to the Town of Grand Lake Board of Trustees.

Please let me know if any additional information or steps are required as part of the reappointment process.

Thank you for your consideration.

Dennis Mills



RECEIVED
MAY 06 2026


May 6, 2026

Ms Alayna Carrell
Town Clerk
Town of Grand Lake
1026 Park Ave
Grand Lake, CO
80447

Dear Alayna.

This letter is to give notice that I would be interested in applying for the vacant seat on the Board of Trustees. I have lived full time in Grand Lake since 2018. As you know I have served on the Town's Planning commission for about 3 years.

Sincerely,


Greg Finch

June 12, 2026

Town of Grand Lake
Mayor, Manager, Clerk and Trustees

1026 Park Avenue
Grand Lake, Colorado

Dear Mayor, Manager, Clerk and Trustees,

With this letter, I wish to express my passionate interest in the Town's Trustee position.

As a full-time resident since 2022, I look forward to serving the Town. My love of Grand Lake began in 1992 when I moved to Colorado and visited the area with family who have been homeowners on Shadow Mountain Lake since the 1960s. After living on the front range for many years, raising a family, I decided to live in Grand Lake full time once I became an empty-nester.

Once here, I began working for the County managing elections as long-time Clerk and Recorder Sara Rosene retired. In my work with the County Clerk's office, I have learned a great deal about local issues and have developed a wide variety of relationships with local governments and special districts. Having attended County board meetings for more than three years, I have listened to citizens expressing their concerns about ranching, health care, affordable housing, roads, recreational sites, forest lands, and many other issues. This exposure to local concerns places me in a great position to help shape the direction of government in Grand Lake with respect for the community.

Please consider me for a Trustee position. I represent everyday residents of the Town.

Sincerely,
Joni Morse

REC-1



June 8, 2026

Alayna Carrell, Town Clerk
1026 Park Ave.
Grand Lake, CO 80447

Re: Board of Trustees vacancy

Dear Ms. Carrell:

Please let this letter serve to express my interest in filling one of the vacancies on the Board of Trustees.

Sincerely,

John M. Rourke



TOWN OF GRAND LAKE

MANAGER REPORT

TO
Mayor and Trustees

FROM
Steve Kudron, Town Manager

DATE
June 22, 2026

Department Notes

Finance

- OpenGov conversion blackout week of June 15 — process has been very smooth.
- AP is small due to the blackout.
- Annual audit wrapping up; results to be presented at the July Board meeting.
- Financial Reports will be produced in OpenGov for April and May, presented July 13, 2026.
- April revenue up 31% year over year; town revenue increase of more than 5%. Strong May anticipated.
- Budget discussions begin 2nd week of August — stay tuned.

Planning

- No Planning meeting June 17, 2026.
- 900 Grand submitted for final permitting — on the July 30, 2026 agenda.

Grand Lake Center

- Colorado Health Inspection passed with flying colors for the Summer Camp program.
- CDT hikers are beginning to arrive in Grand Lake.

Marketing and Events

- Attended GCCTB Economic Summit (state demographer, Madden Media, Scenic Byways)
- Attended CDT events in Winter Park — Trails Day hike and Dark Sky event
- Attended crisis communications workshop in Denver (CTO and Rockford Gray PR)
- Presentations at Rotary Club (6/10) and GCCTB board meeting (6/18)
- Meetings with GCCTB/Madden Media, Lupine, Pixel and Pine, CDT Coalition, GC Scenic Byways
- Media: Denver Post, Denver Gazette, Out There Colorado, MSN.com
- Guidebook ordered — digital copy published on GGL.com
- Summer events submitted to CTO passport and America 250 calendars
- CTO crew coming in July to film promo for social co-op

Code Enforcement

- Trash issues increasing — trash kills bears. Community cooperation essential.
- Permit enforcement active; STR license compliance is very good.
- Considering STR management and code enforcement integration into OpenGov when iWorks ends December 2026. More details at budget discussions.

Intergovernmental

- New recycling center open — Saturdays 9:00 AM–12:00 PM. Very successful early opening.
- Towns working with the Lift on special July 4th service to Grand Lake.
- Grand Lake received Energy Impact Award
- [Governor Polis Awards \\$30.1 Million to Help Local and Tribal Governments Achieve Energy Goals \(Colorado Energy Office\)](#)
- Town actively working with Grand Lake Fire on the wildfire plan. Staff has submitted a draft policy to the Chief for review.

Public Works

- Primary striping done. Striping continues this week.
- Public Works completed asset inventory for 2026 town valuation as part of budget process.

Marina

- Wind has hurt early season rentals.
- Staff completed asset inventory for the Marina.

Space to Create

- Final inspections passed at town and county level. Awaiting state manufactured home inspection week of the 22nd.
- 2nd round interviews July 10. Currently 5 qualified applicants.
- No changes to operations.

Water

- Sarah Clements recently completed the USFS Wildland Decision Support Systems setup for the Town. Data collected last year has been integrated in the system.

Updates and Upcoming

Upcoming Events

- June 30–July 2, 2026 Board Retreat
- July 4th Fireworks – 30 minutes past sunset

For events and Rocky Mountain Folk School classes, visit the Town's website.

Next Board Meeting

July 13, 2026

Local IMPACT Accelerator Grant: Round 1 and 2 Awardees

Last Updated 6/18/26

The Colorado Energy Office (CEO) has awarded a [Local IMPACT Accelerator Grant](#) to the following applicants. Awards are not final until contract negotiations are complete. Project summaries are subject to change.

Round 2 Awardees

Jurisdiction	Award Amount	Description
City of Aspen (cohort)	\$4,024,750	Ten jurisdictions, including the City of Aspen, are collaborating to adopt advanced building energy codes that require and/or incentivize new buildings to be all-electric and powered by renewables. Project funding will support code development, regional workforce training, and incentives for electrification and above-code development, with a focus on affordable housing and low-income Coloradans.
City of Longmont	\$535,000	Longmont plans to adopt a citywide Transportation Demand Management (TDM) Ordinance to dramatically reduce traffic and emissions. This new ordinance will require developers to implement TDM strategies for new development projects.
Town of Wellington	\$2,880,000	Wellington is implementing an Accessory Dwelling Unit (ADU) policy, designating Neighborhood Centers, and establishing an Infill Development Incentive Policy to diversify housing types and enhance affordability. The initiative incorporates a fee reduction program applicable to ADUs and infill multi-family projects.

Jurisdiction	Award Amount	Description
Town of Nederland	\$1,079,000	Nederland is combining housing affordability with climate action through an ADU-Supportive land code update and an EV-First Fleet Procurement Policy. The town will provide financial aid for new ADUs and analyze how to convert its entire municipal fleet to electric vehicles.
Ute Mountain Ute Tribe	\$381,865	The Ute Mountain Ute Tribe proposes a policy to prioritize transit users, establish fleet electrification benchmarks, and formalize regional coordination with Montezuma County Public Transportation. This initiative combines a comprehensive transit assessment with a pilot program for electric and hybrid vehicles to reduce transportation costs and emissions while improving essential service access for Tribal members.
City of Steamboat Springs	\$2,705,000	Steamboat Springs is tackling its housing and climate goals by becoming an ADU-supportive jurisdiction and streamlining land use regulations for infill multi-family housing, including designating Neighborhood Centers. Project funds will support a regional housing assessment, design plans for a geothermal system, and decarbonization measures at City facilities.
Town of Grand Lake (cohort)	\$2,135,000	The Town of Grand Lake is launching a Complete Streets, Mobility, and Accessibility Policy to create safer, more comprehensive transportation options. This rural gateway community will use the plan to test-pilot low-carbon mobility innovations.
Town of Superior	\$1,422,000	The Town of Superior plans to adopt a proactive Transportation Demand Management (TDM) ordinance to reduce traffic and emissions. Project funds will pilot TDM strategies to ensure a flexible and effective pathway for future

Jurisdiction	Award Amount	Description
		developer implementation.
Alamosa County	\$603,250	Alamosa County is updating its land use rules to pave the way for multiple scales of clean energy deployment, including solar and geothermal. Funding will support a critical study exploring opportunities for farmers to add clean energy on their land.
Boulder County (waste cohort)	\$229,000	A coalition of communities, led by Boulder County, is joining forces to pass a tough Construction and Deconstruction ordinance. This move will mandate the reuse and recycling of building materials, setting a new standard for waste diversion.
Town of Carbondale (cohort)	\$2,035,000	The Town of Carbondale is passing policies to eliminate parking minimums for affordable housing and increasing transportation impact fees to support multimodal infrastructure. Additionally, with partners in the Garfield Clean Energy Collaborative, they are developing a policy-based, long-term funding mechanism for the Collaborative and advancing projects such as an electrification rebate program.
City of Lakewood	\$540,000	Lakewood is transitioning away from an open market waste system by adopting single-hauler and enhanced hauler licensing policies that integrate Pay-As-You-Throw components. The city will launch an information campaign and purchase waste carts for up to 67,000 households in order to increase participation rates.

Jurisdiction	Award Amount	Description
Town of Crested Butte (cohort)	\$2,040,000	The Town of Crested Butte and the Town of Mt. Crested Butte will implement jurisdiction-wide single-use plastic prohibition policies and expand building efficiency rebates and workforce development programs.
Town of Silverton	\$540,000	The Town of Silverton is proposing a new Pay-As-You-Throw waste policy, establishing its first volume-based waste pricing structure to dramatically improve recycling. Funding will supply essential infrastructure, including bear-resistant containers and a new commercial collection truck.
Boulder County	\$3,621,000	Boulder County will develop policies to transition households from traditional air conditioners to energy-efficient heat pumps. Project funding will offer incentives to income-qualified residents to help replace old units, reducing upfront costs and maximizing energy savings.
City of Brighton	\$1,425,000	Brighton is conducting a clean energy siting study and updating its land use code to remove barriers to clean energy development and streamline permitting for clean energy projects. Their project also includes launching a zero-emission vehicle rebate program.
City of Wheat Ridge	\$2,640,000	Wheat Ridge is removing zoning barriers to allow more attached and multifamily housing near transit and commercial corridors. Project funding will support fee reductions and incentives to help expand ADUs and affordable housing development.

Jurisdiction	Award Amount	Description
Chaffee County	\$1,250,750	Chaffee County is tackling waste with a new policy to mandate construction and demolition material diversion. The county will also use project funds to enhance energy efficiency in municipal buildings.

Round 1 Awardees

Jurisdiction	Award Amount	Description
Adams County	\$2,040,000	Adams County is adopting new development standards to allow for large-scale solar, wind, and deep heat energy projects while also funding expanded, low-emission public transportation projects, including RTD Neighborhood EcoPasses and power hubs in densely populated, lower-income communities.
City of Aurora	\$1,745,000	The City of Aurora is creating new development standards to enable and support the creation of mobility hubs designed to expand multimodal transportation options and access for low-income communities.
City of Fort Collins	\$3,838,615	The City of Fort Collins is adopting a Building Performance Standards (BPS) Policy to establish robust standards for buildings and a Protected Intersections Policy to promote safer street design at intersections. Project funding will support two quick-build protected intersections and bike lanes and provide technical assistance to help building owners, particularly under-resourced

Jurisdiction	Award Amount	Description
		properties, comply with the new BPS requirements.
City of Golden	\$398,750	The City of Golden is working to pass a Universal Recycling Ordinance, a Downtown Waste District resolution, and a Special Events Waste Reduction resolution in order to expand commercial, multifamily, and special event recycling and waste diversion. Project funding will support aluminum bottle procurement and utility billing software upgrades.
City of Louisville	\$340,000	The City of Louisville is updating its zoning and development rules to support community resilience and reduce emissions by encouraging housing near public transit, supporting mixed-use walkable development, reducing parking requirements, and addressing local climate issues.
City of Manitou Springs	\$1,553,000	The City of Manitou Springs is passing a new transportation code and funding projects to create safer streets, enhance mobility hubs, and ensure all city development supports walking and biking.
City of Rifle	\$162,500	The City of Rifle is working to become an Accessory Dwelling Unit (ADU) Supportive Jurisdiction, offering financial assistance for ADUs, and helping increase housing options and transit connectivity.
City of Thornton	\$590,000	The City of Thornton is advancing new strategic growth and transportation studies and policies, which include protecting open space and agricultural land, as well as implementing a transportation demand management policy.

Jurisdiction	Award Amount	Description
City of Victor	\$1,354,500	The City of Victor is pioneering a new transportation policy to mandate upgrades on all roads for safer walking and biking, while also funding a municipal solar power system and city building energy improvements, all of which exceed existing state and local requirements.
City of Westminster	\$540,000	The City of Westminster is adopting a Complete Streets Policy and funding a comprehensive package of land use and transportation actions to advance its climate action goals, including support for accessory dwelling units and sustainable development.
Larimer County	\$515,000	Larimer County is developing a Construction and Demolition Waste Diversion Ordinance to mandate a 65% waste diversion target and providing funding for a technical analysis, a mobile sorting pilot study, and staff training to support it.
Routt County	\$465,000	Routt County is creating an Active and Multimodal Transportation Policy that will build transit-oriented design into planning, codes, and projects to advance climate goals and reduce local emissions. Project work will also include constructing multimodal crossings, and traffic calming measures to reduce transportation emissions and improve safety and access.
Town of Akron	\$1,282,587	The Town of Akron is adopting new land use, transportation, and waste policies to support renewable energy and reduce emissions, while also funding building energy efficiency upgrades for its Town Hall.

Jurisdiction	Award Amount	Description
Town of Mountain Village	\$1,883,062	The Town of Mountain Village is adopting a Pay-As-You-Throw (PAYT) policy and a universal composting ordinance requiring composting at all residential and commercial sites, while advancing preliminary design and engineering for ADA sidewalks, bicycle lanes, bus stops, and transit access improvements serving low-income, workforce, and affordable housing areas.
Town of Ridgway	\$1,334,800	The Town of Ridgway is adopting an all-electric building code for new construction and funding municipal and community-wide electrification projects to exceed state and local requirements.
Town of Telluride	\$2,196,250	The Town of Telluride is creating new building energy performance standards for commercial and town-owned properties that go beyond state requirements to reduce pollution from buildings, which is the community's number one source of emissions.
Town of Winter Park	\$1,366,200	The Town of Winter Park is adopting a thermal energy network readiness building code and net-zero bus stop standards. Project funding will support rebate programs for EV charging and efficiency/electrification.

Month	2024	2025	% (2025 vs 2024)	2026	% (2026 vs 2025)
Jan	147,464.89	152,958.12	3.73%	146,075.67	-4.50%
Feb	138,449.27	141,866.35	2.47%	152,700.35	7.64%
Mar	148,592.71	164,726.03	10.86%	152,498.81	-7.42%
Apr	119,990.18	112,728.50	-6.05%	147,671.91	31.00%
May	218,141.51	229,058.18	5.00%		
Jun	432,055.40	470,917.20	8.99%		
Jul	601,774.10	615,625.18	2.30%		
Aug	495,950.97	465,713.20	-6.10%		
Sep	393,680.73	427,267.12	8.53%		
Oct	206,946.01	205,838.35	-0.54%		
Nov	124,961.38	128,801.39	3.07%		
Dec	161,425.18	186,071.62	15.27%		



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING MINUTES

Monday, June 08, 2026, at 6:00 PM

Town Hall Board Room – 1026 Park Avenue

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

1. Call to Order

Mayor Bergquist called the Board of Trustees meeting to order at 6:05 P.M. in the Town Hall Board Room.

2. Pledge of Allegiance

Mayor Bergquist led the Pledge of Allegiance.

3. Announcements

Mayor Bergquist requested that all cell phones be turned off during the meeting.

4. Roll Call

Present: Mayor Bergquist; Mayor Pro-Tem Arntson; Trustees Causseaux, Miller, and Schoenherr; Town Manager Kudron; and Town Clerk Carrell.

5. Conflicts of Interest

None.

6. Mayor's Report

Mayor Bergquist welcomed the Board and public back following a month without a regular meeting, noting that summer has officially arrived in Grand Lake. She remarked on the transformation of the Town's year-round population of approximately 400 residents into a major tourism destination, expressing enthusiasm for the vibrancy of the local business community. The Mayor noted that the Town currently has 18 restaurants open, with a 19th anticipated within the coming month, and encouraged residents and visitors alike to support local businesses, recognizing the significant time, effort, and financial investment made by business owners in the community.

Mayor Bergquist recognized Town Clerk Alayna Carrell, CMC, for her to the 2026 Municipal Clerk Honor Roll and for completing her training with the International Institute of Municipal Clerks, noting her exceptional dedication to the Town and her role.

The Mayor highlighted two ribbon cuttings that took place that day, one at the Folk School and one for the Lift Bus service, and encouraged county residents, seasonal workers, and tourists to take advantage of the free transit service for biking and hiking access. She also referenced the beach

event held the previous Saturday on Grand Lake, describing it as a great community gathering.

Mayor Bergquist concluded by encouraging everyone to check the Town's event calendar, remain positive, smile, and be patient with service industry workers as the busy summer season gets underway.

7. Manager's Report

A. June 8, 2026

Town Manager Steve Kudron presented his report for the period ending June 22, 2026, covering updates across all Town departments.

Finance & Administration. The Town completed the OpenGov financial system conversion during a blackout week of June 15; the transition was reported to have gone very smoothly. Accounts payable volume was lower than usual due to the blackout period. The annual audit is wrapping up, with results to be presented at the July Board meeting. Financial reports for April and May will be produced in OpenGov and presented at the July 13, 2026 Board meeting. April revenue was up 31% year over year, with overall town revenue increasing more than 5%. A strong May is anticipated. Budget discussions are scheduled to begin the second week of August.

Code Enforcement & Planning. Trash-related issues are increasing, with staff noting that improper trash disposal poses a significant bear safety concern and that community cooperation is essential. Permit enforcement is active and short-term rental license compliance is reported as very good. Staff is considering integrating STR management and code enforcement functions into OpenGov when the current iWorks system expires in December 2026, with more details to follow during budget discussions. On the planning side, there was no Planning Commission meeting on June 17, 2026. The 900 Grand project has submitted for final permitting and is scheduled for the July 30, 2026 agenda.

Public Works & Marina. Primary road striping has been completed, with additional striping continuing through the current week. Public Works staff also completed the asset inventory for the 2026 town valuation as part of the budget process. At the Marina, early season rentals have been negatively impacted by wind conditions. Marina staff completed the asset inventory for that facility as well.

Grand Lake Center & Water. The Grand Lake Center passed its Colorado Health inspection for the Summer Camp program. Continental Divide Trail hikers are beginning to arrive in Grand Lake. On the water side, there are no changes to operations. Water staff member Sarah Clements recently completed the USFS Wildland Decision Support

Systems setup for the Town, integrating data collected in the prior year into the system.

Marketing & Events. Staff attended the Grand County Colorado Tourism Board Economic Summit, featuring the state demographer, Madden Media, and Scenic Byways. Staff also attended Continental Divide Trail events in Winter Park, including Trails Day and a Dark Sky event, as well as a crisis communications workshop in Denver with the Colorado Tourism Office and Rockford Gray PR. Presentations were made to the Rotary Club on June 10 and the GCCTB board meeting on June 18. Meetings were held with GCCTB/Madden Media, Lupine, Pixel and Pine, CDT Coalition, and Grand County Scenic Byways. Media coverage was received in the Denver Post, Denver Gazette, Out There Colorado, and MSN.com. The Town's Guidebook has been ordered and a digital copy published on GrandLakeColorado.com. Summer events have been submitted to the CTO passport and America 250 calendars. A Colorado Tourism Office crew will visit in July to film a promotional video for social co-op.

Intergovernmental & Space to Create. The new recycling center is open, operating Saturdays from 9:00 AM to 12:00 PM, with a very successful early opening. The Town is working with the Lift on special July 4th service to Grand Lake. Grand Lake received the Colorado Energy Impact Award. The Town is actively collaborating with Grand Lake Fire on the wildfire plan; staff has submitted a draft policy to the Fire Chief for review. Regarding Space to Create, final inspections have been passed at both the town and county level. The project is awaiting a state manufactured home inspection during the week of June 22. Second-round interviews are scheduled for July 10, with five qualified applicants currently in the pool.

Upcoming. Upcoming events include the Board Retreat June 30 through July 2, 2026, and the July 4th Fireworks thirty minutes past sunset. The next regular Board meeting is July 13, 2026.

8. Public Comments (Limited to 3 Minutes)

Elaine Menardi, 381 County Road 4421- Ms. Menardi expressed her concerns about the boardwalk's accessibility for individuals with disabilities.

John Mickey Rourke, 1015 Mountain Avenue- Mr. Rourke expressed concern regarding the waiver of fees associated with special event permits.

Michael Sobon, 829 Grand Avenue- Mr. Sobon commented on the upcoming state-mandated wildfire resiliency building code changes scheduled to take effect July 1. He noted that the Board and staff had spent

significant time discussing downtown design standards and expressed concern that the new code's exterior material requirements may conflict with the community's desired historic character and design preferences. He referenced a recent article outlining how Grand County municipalities are responding to the state requirements and stated that the Town has not publicly discussed the code updates. Mr. Sobon questioned the Town's position of defaulting to the County's implementation approach and expressed concern that such a decision had been communicated without prior Board discussion or direction.

9. Consent Agenda

A. Accounts Payable- June 8, 2026

B. Meeting Minutes- May 11, 2026

Trustee Causseaux moved to approve the June 8, 2026, Consent Agenda, excluding the \$20,000.00 Buffalo Days deposit. Trustee Schoenherr seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Causseaux	Aye
Trustee Schoenherr	Aye
Trustee Miller	Aye
Mayor Pro-Tem Arntson	Aye
Mayor Bergquist	Aye

10. Items of Discussion

A. Appointment to the Grand Lake Planning Commission – Isaac Elliott

Presented by Town Clerk Carrell.

Trustee Schoenherr motioned to appoint Isaac Elliott to the Grand Lake Planning Commission. Trustee Causseaux seconded the motion, and Town Clerk Carrell called for a vote.

Mayor Bergquist administered the oath of office to Mr. Elliott.

Trustee Schoenherr	Aye
Trustee Miller	Aye
Trustee Causseaux	Aye
Mayor Pro-Tem Arntson	Aye
Mayor Bergquist	Aye

B. QUASI-JUDICIAL PUBLIC HEARING- Marijuana License Renewal - Verts Neighborhood Dispensary, 525 Grand Avenue

Presented by Town Clerk Carrell.

Dan Rowland, owner of Verts Neighborhood Dispensary, was present to answer questions.

Mayor Bergquist opened the public hearing; no public comment was made. Public hearing was closed.

Trustee Causseaux motioned to approve the marijuana license renewal for Verts Grand Lake LLC, d/b/a Verts Neighborhood Dispensary, located at 525 Grand Avenue, for the license period commencing July 1, 2026.” Trustee Schoenherr seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Miller	Aye
Trustee Causseaux	Aye
Trustee Schoenherr	Aye
Mayor Pro-Tem Arntson	Aye
Mayor Bergquist	Aye

C. QUASI-JUDICIAL PUBLIC HEARING: Consideration of a Special Event Liquor Permit Application and Resolution No. 49-2026 Waiving the Special Event Liquor Permit Fee for the Grand Lake Area Historical Society's "Community Picnic"

Presented by Town Clerk Carrell.

Mayor Bergquist opened the public hearing; no public comment was made. Public hearing was closed.

Trustee Schoenherr motioned to approve the Special Event Liquor Permit application and Resolution 49-2026, waiving the \$100.00 Special Event Liquor Permit fee for the Grand Lake Area Historical Society’s “Community Picnic,” to be held on August 9, 2026, from 5:30 p.m. to 8:30 p.m. at Smith-Eslick Cottage Court, 725 Lake Avenue. Trustee Miller seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Schoenherr	Aye
Trustee Miller	Aye
Trustee Causseaux	Aye
Mayor Pro-Tem Arntson	Aye
Mayor Bergquist	Aye

D. Eagle's Nest Wilderness Ranch – Special Event Permit Application and Fee Waiver – Resolution 43-2026

Gretchen Reynolds, 747 County Road 4480- was present on behalf of Eagle’s Nest Wilderness Ranch.

Trustee Causseaux motioned to approve the Special Event Permit Application and approve Resolution 43-2026, a Resolution setting certain fees for the Eagle’s Nest Wilderness Ranch “Soaring Eagle’s Mini Golf Tournament” event to be held June 13, 2026. Mayor Pro-Tem Arntson seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Causseaux	Aye
Trustee Schoenherr	Aye
Trustee Miller	Aye
Mayor Pro-Tem Arntson	Aye
Mayor Bergquist	Aye

E. Mountain Family Center – Special Event Permit Application and Fee Waiver – Resolution 44-2026

Tina Decker, 150 County Road 6427 was present on behalf of Mountain Family Center.

Trustee Causseaux motioned to approve the Special Event Permit Application and approve Resolution 44-2026, setting certain fees for Mountain Family Center’s “9th Annual Spirit Polar Plunge” event to be held June 14, 2026. Trustee Schoenherr seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Miller	Aye
Trustee Schoenherr	Aye
Trustee Causseaux	Aye
Mayor Pro-Tem Arntson	Aye
Mayor Bergquist	Aye

F. Colorado AeroLab – Special Event Permit Application and Fee Waiver – Resolution 45-2026

Elaine Menardi was present on behalf of AeroLab.

Trustee Causseaux motioned to approve the Special Event Permit Application and approve Resolution 45-2026, a resolution setting certain fees for Colorado AeroLab’s “Ducks Outta Water” event to be held June 20, 2026. Trustee Schoenherr seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Schoenherr	Aye
Trustee Causseaux	Aye
Trustee Miller	Aye
Mayor Pro-Tem Arntson	Aye
Mayor Bergquist	Aye

G. Grand Lake Yacht Club Sailing Foundation – Special Event Permit Application and Fee Waiver – Resolution 46-2026

Trustee Schoenherr motioned to approve the Special Event Permit Application and approve Resolution 46-2026, a resolution setting certain fees for the Grand Lake Yacht Club Sailing Foundation’s “Colorado Laser/ILCA Championship” event to be held June 26-28, 2026. Trustee Causseaux seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Miller	Nay
Trustee Schoenherr	Aye
Trustee Causseaux	Nay
Mayor Pro-Tem Arntson	Aye
Mayor Bergquist	Aye

H. Colorado Chili Pod LLC – Special Event Permit Application and Fee Waiver – Resolution 47-2026

Trustee Causseaux motioned to approve the Special Event Permit Application and approve Resolution 47-2026, a resolution setting certain fees for Colorado Chili Pod LLC’s “42nd Annual State of Colorado Chili Championship” event to be held June 27, 2026. Trustee Miller seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Miller	Aye
Trustee Schoenherr	Aye
Trustee Causseaux	Aye
Mayor Pro-Tem Arntson	Abstain
Mayor Bergquist	Aye

I. Adoption of Town of Grand Lake Brand Guidelines – 2026 Edition

Trustee Schoenherr motioned to adopt the Town of Grand Lake Brand Guidelines- 2026 Edition as the official brand standards for the Town of Grand Lake, Go Grand Lake, Headwaters Marina, and Grand Lake Center, and to direct staff to apply these standards across all Town-produced and Town-authorized branded materials. Trustee Causseaux seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Miller	Aye
Trustee Schoenherr	Aye
Trustee Causseaux	Aye
Mayor Pro-Tem Arntson	Aye
Mayor Bergquist	Aye

J. Consideration of OLRT Grant Application – CDT Gateway Park Acquisition, 110 Hancock Street

Trustee Schoenherr moved to direct Town staff to work with the Grand County Open Lands, Rivers, and Trails program and the private landowners to pursue the purchase of the property at 110 Hancock Street for use as a Continental Divide Trail gateway park, and to return to the Board with any agreements or formal approvals required to complete the acquisition. Mayor Pro-Tem Arntson seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Causseaux	Nay
Trustee Schoenherr	Aye

Trustee Miller	Aye
Mayor Pro-Tem Arntson	Aye
Mayor Bergquist	Aye

K. Colorado Energy Office Local IMPACT Accelerator Grant – Consulting Contract Approval with Antero Group, LLC

Mayor Pro-Tem Arntson moved to approve the Consulting an Implementation Services Contract between the Town of Grand Lake and Antero Group, LLC for the Grand Lake Accelerator Grant Project in the amount of \$2,135,000 and to authorize the Mayor to execute the contract on behalf of the town. Trustee Miller seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Schoenherr	Aye
Trustee Miller	Aye
Trustee Causseaux	Aye
Mayor Pro-Tem Arntson	Aye
Mayor Bergquist	Aye

L. Portal Crossing Subdivision – Developer Reimbursement Request, 505 Grand Avenue

The Board reviewed and discussed the Portal Crossing reimbursement request. Discussion included the project timeline, Town-requested design modifications, engineering and drainage requirements, supporting documentation, reimbursement eligibility, potential funding sources, and possible precedent for future reimbursement requests. Staff and the applicant responded to questions from Board members regarding the requested costs and project approvals.

Michael Sobon, 829 Grand Avenue- Mr. Sobon expressed concerns regarding the reimbursement request and requested additional documentation supporting the expenses claimed. He questioned whether the submitted invoices clearly distinguished costs associated with public right-of-way improvements from costs related to the private development. He also raised concerns about drainage performance on the site and noted that approving reimbursement could establish a precedent for similar requests in the future. Mr. Sobon encouraged the Board to carefully review the documentation and consider the long-term implications of approving the reimbursement request.

Trustee Miller moved to approve reimbursement to the developer of the Portal Crossing Subdivision in the amount of \$117,692.96, representing the net additional expenses incurred as a result of the Town’s direction to modify the originally approved civil drawings, and to authorize the Town Manager to execute any documents necessary to effectuate said payment. Trustee Schoenherr seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Miller	Aye
Trustee Schoenherr	Aye
Trustee Causseaux	Nay
Mayor Pro-Tem Arntson	Aye
Mayor Bergquist	Aye

M. Portal Crossing Subdivision – Request to Release LERP Units for Market Rate Sale

This item was tabled until the June 22, 2026 Board of Trustees meeting.

N. Adoption of Resolution 48-2026 – Water Conservation Policy

Trustee Causseaux moved to move to adopt Resolution 48-2026, establishing a Water Conservation Policy for the Town of Grand Lake, and to direct Town staff to develop and return to the Board with specific implementation details, including rate structures, enforcement mechanisms, and any associated ordinance amendments necessary to effectuate the policy. Trustee Schoenherr seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Miller	Aye
Trustee Causseaux	Aye
Trustee Schoenherr	Aye
Mayor Pro-Tem Arntson	Aye
Mayor Bergquist	Aye

O. Antero Group, LLC – Consultant Services Contract Approval – Grand Lake Housing Action Plan (HPLN H26-066)

Trustee Schoenherr moved to approve the Consultant Services Contract between the Town of Grand Lake and Antero Group, LLC for the Grand Lake Housing Action Plan and Comprehensive Plan Elements (HPLN H26-066), in the lump sum amount of \$90,000, and to authorize the Mayor to execute the contract on behalf of the Town. Trustee Causseaux seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Schoenherr	Aye
Trustee Causseaux	Aye
Trustee Miller	Aye
Mayor Pro-Tem Arntson	Aye
Mayor Bergquist	Aye

P. Authorization to Issue Request for Proposals – Town Attorney Services

Mayor Pro-Tem Arntson moved to authorize Staff to issue a Request for Proposals for Town Attorney services and to manage the procurement process in accordance with the Town’s adopted procurement policies, with Staff to return to the Board of Trustees with a recommendation no later than the August 26, 2026, regular meeting. Trustee Miller seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Miller	Aye
Trustee Schoenherr	Aye
Trustee Causseaux	Aye
Mayor Pro-Tem Arntson	Aye
Mayor Bergquist	Aye

Q. Federal Lands Access Program (FLAP) Grant Application – East Inlet Boat Ramp Rehabilitation

Trustee Causseaux moved to authorize the Town Manager to prepare and submit a Federal Lands Access Program (FLAP) grant application for rehabilitation of the East Inlet boat ramp on behalf of the Town of Grand Lake, and to take all necessary actions in furtherance of that application. Trustee Miller seconded the motion, and Town Clerk Carrell called for a vote.

Trustee Causseaux	Aye
Trustee Miller	Aye
Trustee Schoenherr	Aye
Mayor Pro-Tem Arntson	Aye
Mayor Bergquist	Aye

11. Future Items for Consideration

- To be determined.

12. Adjourn Meeting

Trustee Miller moved to adjourn the meeting, seconded by Trustee Causseaux. Town Clerk Carrell called for a vote; the motion passed unanimously.

This meeting of the Board of Trustees was adjourned at 9:12 PM.

(Attest)

Alayna Carrell, Town Clerk

Christina Bergquist, Mayor



TOWN OF GRAND LAKE
STAFF REPORT

TO
Mayor Bergquist & Trustees

FROM
Stephanie Rhone, Treasurer

DATE
June 22, 2026

ACTION TYPE: Action Requested Information Only

RE: Accounts Payable– June 22, 2026

BACKGROUND

Pursuant to standard procedure, the Town Board of Trustees reviews and approves accounts payable at each Board meeting.

FISCAL NOTE

The accounts payable documentation was distributed to the Board via email on June 17, 2026, for review.

STAFF RECOMMENDATION

Staff recommends approval of the accounts payable as presented.

SUGGESTED MOTION

“I move to approve (or deny) the accounts payable for June 22, 2026.”



TOWN OF GRAND LAKE
STAFF REPORT

TO Mayor and Board of Trustees

FROM Alayna Carrell, CMC, Town Clerk

DATE June 22, 2026

ACTION TYPE: Action Requested Information Only

RE: Appointment of Two Trustees to Fill Vacant Seats on the Board of Trustees

Background

Two vacancies currently exist on the Town of Grand Lake Board of Trustees. Pursuant to C.R.S. § 31-4-105, the remaining members of the Board are authorized to fill vacancies by appointment. The appointed trustees will serve until the next regular municipal election at which successors may be elected.

Four candidates submitted letters of interest and were interviewed by the Board of Trustees during the workshop session earlier this evening: Dennis Mills, Greg Finch, John M. Rourke, and Joni Morse. The Board is now asked to make appointments to fill the two vacant seats.

Legal Authority

C.R.S. § 31-4-105 — Vacancies.

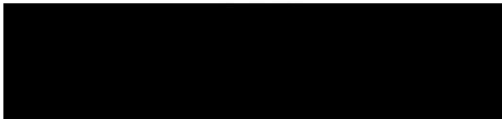
When a vacancy occurs in the office of mayor or trustee, the remaining members of the board of trustees shall fill such vacancy by appointment. The person so appointed shall serve until the next regular municipal election.

Suggested Motions

*I make a motion to **APPOINT [NAME] TO FILL ONE OF THE VACANT SEATS ON THE TOWN OF GRAND LAKE BOARD OF TRUSTEES, TO SERVE UNTIL THE NEXT REGULAR MUNICIPAL ELECTION.***

*I make a motion to **APPOINT [NAME] TO FILL THE SECOND VACANT SEAT ON THE TOWN OF GRAND LAKE BOARD OF TRUSTEES, TO SERVE UNTIL THE NEXT REGULAR MUNICIPAL ELECTION.***

RECEIVED
APR 28 2026



April 28, 2026

Dear Alayna and Town of Grand Lake Board of Trustees,

I am writing to formally request reappointment to the Town of Grand Lake Board of Trustees.

Please let me know if any additional information or steps are required as part of the reappointment process.

Thank you for your consideration.

Dennis Mills



RECEIVED

MAY 06 2026

May 6, 2026

Ms Alayna Carrell
Town Clerk
Town of Grand Lake
1026 Park Ave
Grand Lake, CO
80447

Dear Alayna.

This letter is to give notice that I would be interested in applying for the vacant seat on the Board of Trustees. I have lived full time in Grand Lake since 2018. As you know I have served on the Town's Planning commission for about 3 years.

Sincerely,



Greg Finch

June 12, 2026



**Town of Grand Lake
Mayor, Manager, Clerk and Trustees**

1026 Park Avenue
Grand Lake, Colorado

Dear Mayor, Manager, Clerk and Trustees,

With this letter, I wish to express my passionate interest in the Town's Trustee position.

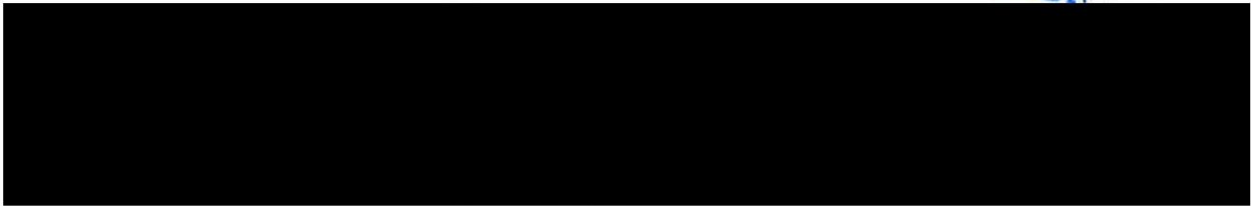
As a full-time resident since 2022, I look forward to serving the Town. My love of Grand Lake began in 1992 when I moved to Colorado and visited the area with family who have been homeowners on Shadow Mountain Lake since the 1960s. After living on the front range for many years, raising a family, I decided to live in Grand Lake full time once I became an empty-nester.

Once here, I began working for the County managing elections as long-time Clerk and Recorder Sara Rosene retired. In my work with the County Clerk's office, I have learned a great deal about local issues and have developed a wide variety of relationships with local governments and special districts. Having attended County board meetings for more than three years, I have listened to citizens expressing their concerns about ranching, health care, affordable housing, roads, recreational sites, forest lands, and many other issues. This exposure to local concerns places me in a great position to help shape the direction of government in Grand Lake with respect for the community.

Please consider me for a Trustee position. I represent everyday residents of the Town.

Sincerely,
Joni Morse

REC-1



June 8, 2026

Alayna Carrell, Town Clerk
1026 Park Ave.
Grand Lake, CO 80447

Re: Board of Trustees vacancy

Dear Ms. Carrell:

Please let this letter serve to express my interest in filling one of the vacancies on the Board of Trustees.

Sincerely,

John M. Rourke



TOWN OF GRAND LAKE

STAFF REPORT

to Mayor and Board of Trustees

FROM Sarah Weekes, Event Manager

DATE June 22, 2026

ACTION TYPE: Action Requested Information Only

RE: Consideration of Approval of a Special Event Permit Application and Resolution 50-2026 for the Grand Lake Area Historical Society “Annual Meeting” Event, July 7, 2026

Background

The Grand Lake Area Historical Society was founded in 1973 to preserve the town’s historic heritage. The Society acquired and restored the Kauffman House—the only remaining pioneer hotel in Grand Lake and a listed property on the National Register of Historic Places—which now serves as its museum headquarters. Operations are supported through donations, memberships, and trust funds. The Society is a member of the Grand Lake Creative District.

The Grand Lake Area Historical Society has submitted a Special Event Permit application for their Annual Meeting, at which time there will be presentations by the Grand County Wildfire Council and the Grand Lake Area Historical Society. The Society is requesting the Board of Trustees waive the following fees due to its nonprofit status:

- Special event permit fee in the amount of **\$250.00**
- Community House rental fees for the requested time in the amount of **\$300.00**
- AV Equipment rental fees for the requested time in the amount of **\$200.00**

Review Considerations

Pursuant to Municipal Code Section 11-6-3(C), the Board of Trustees shall consider the following factors prior to approval of a Special Event Permit:

Municipal Code 11-6-3(C): Special Event Permit Application Review and Approval.

1. Review Considerations. The following factors shall be considered prior to approval of a Special Event Permit (SEP):

- The predominant use of the primary facility being used; and*
- The proposed event and the event hours; and*
- Neighborhood compatibility; and*
- Effect of the proposed event on the community; and*
- The Town’s anticipated cost in staff time and equipment use; and*
- The benefit to non-profit from the event; and*
- The benefit to local businesses from the event; and*
- Duplication of services or sale items; and*
- Nature of past event issues or similar past event issues.*

Fiscal Note

In 2026, the Board of Trustees approved fee waivers totaling **\$250** in special event permit fees and **\$6,000** in facility rental fees, AV equipment rental fees, and kitchen fees for the Grand Lake Area Historical Society’s “Happening – A Story Telling Event.” The current request totals **\$750.00** in proposed fee waivers (\$250.00 special event permit fee + \$300.00 Community House rental + \$200.00 AV equipment rental).

Suggested Motions

*I make a motion to **APPROVE / (DENY) THE SPECIAL EVENT PERMIT APPLICATION and APPROVE / (DENY) RESOLUTION 50-2026, A RESOLUTION SETTING CERTAIN FEES FOR THE GRAND LAKE AREA HISTORICAL SOCIETY'S "ANNUAL MEETING" EVENT TO BE HELD JULY 7, 2026.***

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 50-2026**

**A RESOLUTION SETTING CERTAIN FEES FOR GRAND LAKE AREA
HISTORICAL SOCIETY’S “ANNUAL MEETING” EVENT TO BE HELD ON JULY 7,
2026**

WHEREAS, the Grand Lake Area Historical Society has scheduled a special event, Annual Meeting, July 7, 2026; and,

WHEREAS, the fee for a special event application is set at \$250, the rental fee for the Community House for the scheduled time is set at \$300 and the rental fee for the AV Equipment for the scheduled time is set at \$200; and,

WHEREAS, the Board of Trustees has the authority pursuant to Colorado State Statute § 31-15-901 (1) (c) and Section 2-3-2 of the Municipal Code to adopt a resolution waiving the Town fee; and,

WHEREAS, upon consideration of staff comments and discussion amongst the Board members themselves, the Board concluded that waiving the facility rental fees and the new special event application fee is in the best interests of the Town and its citizens;

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

1. The Board of Trustees hereby waives the special event permit application fee for Grand Lake Area Historical Society’s *Annual Meeting* event to be held July 7, 2026.
2. The Board of Trustees further waives the Community House rental fee, the AV Equipment rental fee and the Town Hall Kitchen rental fee associated with the event for the scheduled date.

**DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF
THE TOWN OF GRAND LAKE THIS 22ND DAY OF JUNE 2026.**

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

(SEAL)

ATTEST:

Alayna Carrell, Town Clerk

Christina Bergquist, Mayor



TO Mayor and Board of Trustees FROM Sarah Weekes, Event Manager DATE June 22, 2026

ACTION TYPE: Action Requested Information Only

RE: Consideration of Approval of a Special Event Permit Application and Resolution 51-2026 for Kevin’s Outreach for Local Emergencies Fund “Arts & Crafts Fair” Event, July 10, 2026, through July 12, 2026

Background

Kevin’s Outreach for Local Emergencies (KOLE) is a tax-exempt public charity based in Grand Lake, Colorado, established in April 2001. The organization provides support and resources to individuals affected by diseases and disorders, operating primarily as a grant-making entity in the voluntary health sector.

As part of its community fundraising efforts, Grand Lake hosts craft fairs on the second weekends of July and August. Featuring more than 50 vendors offering handmade goods, art, and jewelry, the fairs generate proceeds that benefit the Kole Fund, which provides direct financial assistance to Grand Lake residents facing cancer.

Kevin’s Outreach for Local Emergencies Fund has submitted a Special Event Permit application for their Arts & Crafts Fair. They are requesting the Board of Trustees waive the following fees due to its nonprofit status:

- Special event permit fee in the amount of **\$250.00**
- Heckert Pavilion rental fees for the requested time in the amount of **\$1,300.00**
- Heckert Pavilion electricity for the requested time in the amount of **\$75.00**

Review Considerations

Pursuant to Municipal Code Section 11-6-3(C), the Board of Trustees shall consider the following factors prior to approval of a Special Event Permit:

Municipal Code 11-6-3(C): Special Event Permit Application Review and Approval.

1. Review Considerations. The following factors shall be considered prior to approval of a Special Event Permit (SEP):

- (a) The predominant use of the primary facility being used; and*
- (b) The proposed event and the event hours; and*
- (c) Neighborhood compatibility; and*
- (d) Effect of the proposed event on the community; and*
- (e) The Town’s anticipated cost in staff time and equipment use; and*
- (f) The benefit to non-profit from the event; and*
- (g) The benefit to local businesses from the event; and*
- (h) Duplication of services or sale items; and*
- (i) Nature of past event issues or similar past event issues.*

Fiscal Note

In 2026, the Board of Trustees has not approved any fee waivers for Kevin’s Outreach for Local Emergencies Fund.

Suggested Motions

I make a motion to APPROVE / (DENY) THE SPECIAL EVENT PERMIT APPLICATION and APPROVE / (DENY) RESOLUTION 51-2026, A RESOLUTION SETTING CERTAIN FEES FOR KEVIN’S OUTREACH FOR LOCAL EMERGENCIES FUND “ARTS & CRAFTS FAIR” EVENT TO BE HELD JULY 10, 2026, THROUGH JULY 12, 2026.

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 51-2026**

**A RESOLUTION SETTING CERTAIN FEES FOR KEVIN’S OUTREACH LOCAL
EMERGENCIES FUND “ARTS & CRAFTS FAIR” EVENT TO BE HELD ON JULY 10,
2026 – JULY 12, 2026**

WHEREAS, Kevin’s Outreach Local Emergencies Fund has scheduled a special event, Arts & Crafts Fair, July 10, 2026, through July 12, 2026; and,

WHEREAS, the fee for a special event application is set at \$250, the rental fee for the Heckert Pavilion for the scheduled time is set at \$1300 and the rental fee for the Heckert Pavilion electricity for the scheduled time is set at \$75; and,

WHEREAS, the Board of Trustees has the authority pursuant to Colorado State Statute § 31-15-901 (1) (c) and Section 2-3-2 of the Municipal Code to adopt a resolution waiving the Town fee; and,

WHEREAS, upon consideration of staff comments and discussion amongst the Board members themselves, the Board concluded that waiving the facility rental fees and the new special event application fee is in the best interests of the Town and its citizens;

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

1. The Board of Trustees hereby waives the special event permit application fee for Kevins Outreach Local Emergencies Fund *Arts & Crafts Fair* event to be held July 10, 2026 – July 12, 2026.
2. The Board of Trustees further waives the Heckert Pavilion rental fees and the Heckert Pavilion electricity fees associated with the event for the scheduled date.

**DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF
THE TOWN OF GRAND LAKE THIS 22ND DAY OF JUNE 2026.**

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

(SEAL)

ATTEST:

Alayna Carrell, Town Clerk

Christina Bergquist, Mayor



TOWN OF GRAND LAKE
STAFF REPORT

TO Mayor and Board of Trustees FROM Sarah Weekes, Event Manager DATE June 22, 2026

ACTION TYPE: Action Requested Information Only

RE: Consideration of Approval of a Special Event Permit Application and Resolution 52-2026 for Rocky Mountain Classics – ACBS “The Grand Lake Boat Show” Event, July 17, 2026, through July 18, 2026

Background

Rocky Mountain Classics Boat Club has been a valued community institution since its founding in 1998, hosting events for both members and the public at venues throughout the Rocky Mountain region. Over the decades, the Club has cultivated a welcoming environment centered on recreation, community connection, and the natural beauty of the region’s waterways.

The Club plans to hold a member-only Pizza Social in the Community House on July 17, 2026, from 5:30 PM – 7:30 PM. Their premier annual event will be held at the Grand Lake Town Docks, where the public is invited to view a curated showcase of fine watercraft. This year’s show will run from 9:00 AM to 12:30 PM, followed by a boat parade. Further details and agenda will be forthcoming.

Rocky Mountain Classics – ACBS has submitted a Special Event Permit application for their Grand Lake Boat Show. They are requesting the Board of Trustees waive the following fees due to its nonprofit status:

- Special event permit fee in the amount of **\$250.00**
- Community House rental fee in the amount of **\$300.00**

Review Considerations

Pursuant to Municipal Code Section 11-6-3(C), the Board of Trustees shall consider the following factors prior to approval of a Special Event Permit:

Municipal Code 11-6-3(C): Special Event Permit Application Review and Approval.

1. Review Considerations. The following factors shall be considered prior to approval of a Special Event Permit (SEP):

- (a) The predominant use of the primary facility being used; and*
- (b) The proposed event and the event hours; and*
- (c) Neighborhood compatibility; and*
- (d) Effect of the proposed event on the community; and*
- (e) The Town’s anticipated cost in staff time and equipment use; and*
- (f) The benefit to non-profit from the event; and*
- (g) The benefit to local businesses from the event; and*
- (h) Duplication of services or sale items; and*
- (i) Nature of past event issues or similar past event issues.*

Fiscal Note

In 2026, the Board of Trustees has not approved any fee waivers for Rocky Mountain Classics – ACBS.

Suggested Motions

I make a motion to APPROVE / (DENY) THE SPECIAL EVENT PERMIT APPLICATION and APPROVE / (DENY) RESOLUTION 52-2026, A RESOLUTION SETTING CERTAIN FEES FOR ROCKY MOUNTAIN CLASSICS – ACBS “THE GRAND LAKE BOAT SHOW” EVENT TO BE HELD JULY 17, 2026, THROUGH JULY 18, 2026.

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 52-2026**

**A RESOLUTION SETTING CERTAIN FEES FOR ROCKY MOUNTAIN CLASSICS
BOAT CLUB - ACBS “THE GRAND LAKE BOAT SHOW” EVENT TO BE HELD ON
JULY 17, 2026, THROUGH JULY 18, 2026**

WHEREAS, the Rocky Mountain Classics Boat Club - ACBS has scheduled a special event, The Grand Lake Boat Show, July 17, 2026, through July 18, 2026; and,

WHEREAS, the fee for a special event application is set at \$250, the rental fee for the Community House for the scheduled time is set at \$300; and,

WHEREAS, the Board of Trustees has the authority pursuant to Colorado State Statute § 31-15-901 (1) (c) and Section 2-3-2 of the Municipal Code to adopt a resolution waiving the Town fee; and,

WHEREAS, upon consideration of staff comments and discussion amongst the Board members themselves, the Board concluded that waiving the facility rental fees and the new special event application fee is in the best interests of the Town and its citizens;

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

1. The Board of Trustees hereby waives the special event permit application fee for Rocky Mountain Classics Boat Club - ACBS *The Grand Lake Boat Show* event to be held July 17, 2026 through July 18, 2026.
2. The Board of Trustees further waives the Community House rental fee associated with the event for the scheduled date.

**DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF
THE TOWN OF GRAND LAKE THIS 22ND DAY OF JUNE 2026.**

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

(SEAL)

ATTEST:

Alayna Carrell, Town Clerk

Christina Bergquist, Mayor



TOWN OF GRAND LAKE
STAFF REPORT

TO Mayor and Board of Trustees FROM Sarah Weekes, Event Manager DATE June 22, 2026

ACTION TYPE: Action Requested Information Only

RE: Consideration of Approval of a Special Event Permit Application and Resolution 53-2026 for Kevin’s Outreach for Local Emergencies Fund “Arts & Crafts Fair” Event, August 7, 2026, through August 9, 2026

Background

Kevin’s Outreach for Local Emergencies (KOLE) is a tax-exempt public charity based in Grand Lake, Colorado, established in April 2001. The organization provides support and resources to individuals affected by diseases and disorders, operating primarily as a grant-making entity in the voluntary health sector.

As part of its community fundraising efforts, Grand Lake hosts craft fairs on the second weekends of July and August. Featuring more than 50 vendors offering handmade goods, art, and jewelry, the fairs generate proceeds that benefit the Kole Fund, which provides direct financial assistance to Grand Lake residents facing cancer.

Kevin’s Outreach for Local Emergencies Fund has submitted a Special Event Permit application for their Arts & Crafts Fair. They are requesting the Board of Trustees waive the following fees due to its nonprofit status:

- Special event permit fee in the amount of **\$250.00**
- Heckert Pavilion rental fees for the requested time in the amount of **\$1,300.00**
- Heckert Pavilion electricity for the requested time in the amount of **\$75.00**

Review Considerations

Pursuant to Municipal Code Section 11-6-3(C), the Board of Trustees shall consider the following factors prior to approval of a Special Event Permit:

Municipal Code 11-6-3(C): Special Event Permit Application Review and Approval.

1. Review Considerations. The following factors shall be considered prior to approval of a Special Event Permit (SEP):

- (a) The predominant use of the primary facility being used; and*
- (b) The proposed event and the event hours; and*
- (c) Neighborhood compatibility; and*
- (d) Effect of the proposed event on the community; and*
- (e) The Town’s anticipated cost in staff time and equipment use; and*
- (f) The benefit to non-profit from the event; and*
- (g) The benefit to local businesses from the event; and*
- (h) Duplication of services or sale items; and*
- (i) Nature of past event issues or similar past event issues.*

Fiscal Note

In 2026, the Board of Trustees has not approved any fee waivers for Kevin’s Outreach for Local Emergencies Fund.

Suggested Motions

I make a motion to APPROVE / (DENY) THE SPECIAL EVENT PERMIT APPLICATION and APPROVE / (DENY) RESOLUTION 53-2026, A RESOLUTION SETTING CERTAIN FEES FOR KEVIN’S OUTREACH FOR LOCAL EMERGENCIES FUND “ARTS & CRAFTS FAIR” EVENT TO BE HELD AUGUST 7, 2026, THROUGH AUGUST 9, 2026.

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 53-2026**

**A RESOLUTION SETTING CERTAIN FEES FOR KEVIN’S OUTREACH LOCAL
EMERGENCIES FUND “ARTS & CRAFTS FAIR” EVENT TO BE HELD ON AUGUST
7, 2026, THROUGH AUGUST 9, 2026**

WHEREAS, Kevin’s Outreach Local Emergencies Fund has scheduled a special event, Arts & Crafts Fair, August 7, 2026, through August 9, 2026; and,

WHEREAS, the fee for a special event application is set at \$250, the rental fee for the Heckert Pavilion for the scheduled time is set at \$1300 and the rental fee for the Heckert Pavilion electricity for the scheduled time is set at \$75; and,

WHEREAS, the Board of Trustees has the authority pursuant to Colorado State Statute § 31-15-901 (1) (c) and Section 2-3-2 of the Municipal Code to adopt a resolution waiving the Town fee; and,

WHEREAS, upon consideration of staff comments and discussion amongst the Board members themselves, the Board concluded that waiving the facility rental fees and the new special event application fee is in the best interests of the Town and its citizens;

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

1. The Board of Trustees hereby waives the special event permit application fee for Kevins Outreach Local Emergencies Fund *Arts & Crafts Fair* event to be held August 7, 2026 – August 9, 2026.
2. The Board of Trustees further waives the Heckert Pavilion rental fees and the Heckert Pavilion electricity fees associated with the event for the scheduled date.

**DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF
THE TOWN OF GRAND LAKE THIS 22ND DAY OF JUNE 2026.**

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

(SEAL)

ATTEST:

Alayna Carrell, Town Clerk

Christina Bergquist, Mayor



TOWN OF GRAND LAKE

STAFF REPORT

to Mayor and Board of Trustees

FROM Stephanie Rhone, Town Treasurer

DATE June 22, 2026

ACTION TYPE: Action Requested Information Only

RE: Resolution 54-2026: Supplemental Budget and Appropriation – Capital Improvement Fund, Fiscal Year 2025

Summary

This Staff Report requests the Board of Trustees approve a Resolution for Supplemental Budget and Appropriation for the Capital Improvement Fund for Fiscal Year 2025, as required by Colorado Revised Statutes §29-1-109.

Background

During the 2025 fiscal year, the Capital Improvement Fund experienced revenues and expenditures that exceeded the originally adopted budget. Colorado law requires that a supplemental appropriation be adopted by the governing body whenever actual or projected expenditures will exceed the amount originally appropriated.

Revenue overages: The Fund received \$327,754 in unbudgeted Contributions, as well as higher-than-anticipated General Sales Tax revenue (+\$145,943), Net Investment Income (+\$15,596), and Motor Vehicle Use Tax (+\$3,643). Building Use Tax came in below budget by \$30,723, resulting in total revenues of \$1,062,213 against an adopted budget of \$600,000.

Expenditure overages: Capital Outlay totaled \$881,774 against an adopted budget of \$530,000, an increase of \$351,774. This additional spending was funded by the unbudgeted contributions and revenue overages. Paying Agent Fees exceeded budget by \$25 (\$300 actual vs. \$275 budgeted).

Amended Capital Improvement Fund Budget – FY2025

CAPITAL IMPROVEMENT FUND	Original Budget	Supplemental	Amended Budget
Revenues			
General Sales Tax	\$518,000	\$145,943	\$663,943
Building Use Tax	\$50,000	(\$30,723)	\$19,277
Motor Vehicle Use Tax	\$12,000	\$3,643	\$15,643
Net Investment Income	\$20,000	\$15,596	\$35,596
Contributions	\$-	\$327,754	\$327,754
TOTAL REVENUES	\$600,000	\$462,213	\$1,062,213
Expenditures			
Capital Outlay	\$530,000	\$351,774	\$881,774
Debt Service:			
Bond Principal	\$130,000	\$-	\$130,000

Bond Interest	\$149,700	\$-	\$149,700
Paying Agent Fees	\$275	\$25	\$300
Subtotal Debt Service	\$279,975	\$25	\$280,000
TOTAL EXPENDITURES	\$809,975	\$351,799	\$1,161,774

Recommendation

Staff recommends the Board of Trustees adopt the attached Resolution approving the Supplemental Budget and Appropriation for the Capital Improvement Fund for Fiscal Year 2025.

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 54-2026**

**A RESOLUTION APPROPRIATING ADDITIONAL SUMS OF MONEY FOR THE
CAPITAL IMPROVEMENT FUND OF THE TOWN OF GRAND LAKE, COLORADO,
FOR THE 2025 BUDGET YEAR**

WHEREAS, the Board of Trustees of the Town of Grand Lake, Colorado adopted the budget and appropriated funds for the Capital Improvement Fund for the 2025 fiscal year as follows:

CAPITAL IMPROVEMENT FUND:
Capital Outlay \$530,000
Debt Service (Bond Principal, Interest & Fees)\$279,975
TOTAL CAPITAL IMPROVEMENT FUND\$809,975

WHEREAS, the Town received unbudgeted Contributions of \$327,754 during the 2025 fiscal year, partially funding additional capital expenditures;

WHEREAS, Capital Outlay exceeded the adopted budget by \$351,774 due to additional capital projects completed during the 2025 fiscal year;

WHEREAS, Paying Agent Fees exceeded the adopted budget by \$25;

WHEREAS, total revenues exceeded the adopted budget by \$462,213, providing sufficient funding to support the additional appropriations herein;

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

1. hereby adopts a supplemental budget and appropriation for the Capital Improvement Fund for the 2025 fiscal year as follows:

CAPITAL IMPROVEMENT FUND:
Capital Outlay \$881,774
Debt Service (Bond Principal, Interest & Fees)\$280,000
TOTAL CAPITAL IMPROVEMENT FUND\$1,161,774

2. **Severability:** If any section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason, such decision shall not affect the

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

3. **Repeal:** Existing resolutions or parts of resolutions covering the same matters as embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

DULY MOVED, SECONDED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO THIS 22ND DAY OF JUNE 2026.

(S E A L)

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell
Town Clerk

Christina Bergquist,
Mayor

Votes Approving:
Votes Opposed:
Absent:
Abstained:



TO Mayor and Board of Trustees

FROM Brian Kracke, Code Enforcement
Officer

DATE June 22, 2026

ACTION TYPE: Action Requested Information Only

RE: Comprehensive Municipal Code Review — Proposed Amendments to Chapters 4, 7, and 12

Executive Summary

Town Staff have identified several operational gaps across multiple chapters of the Town of Grand Lake Municipal Code. This staff report consolidates proposed updates to the Finance (Chapter 4), Police Regulations (Chapter 7), and Zoning (Chapter 12) chapters. The goal is to modernize penalty structures, address recurring enforcement bottlenecks, and streamline municipal revenue collection. Staff requests Board review, discussion, and directional feedback ahead of drafting formal ordinances.

Chapter 4 — Finance: Use Tax Amendments

- **§ 4-3-33 — Use Tax Payment and Refunding Procedures.** Clarify that use tax is paid by estimate equal to 5% of 50% of the total project cost as listed on the building permit application, and must be paid prior to building permit issuance (replace “at the time of” with “before”).
- **§ 4-3-32 — Building and Construction Use Tax.** Amend to impose a use tax of 5% of 50% (rather than the full retail purchase price) of building and construction materials purchased outside the Town for use within the Town.
- **§ 4-3-28 — Purpose of Use Tax (Landscaping Addition).** Add “landscaping” materials to the scope of the use tax, alongside building and construction materials purchased outside the Town for use, storage, or consumption within the Town.

Chapter 7 — Police Regulations

- **§ 7-1-28 — Open Fires (Board Direction Requested).** Staff proposes redefining open fires in Town and requests Board direction on the level of restriction desired. Current code prohibits all open outdoor fires without prior written Board consent, with exemptions for BBQ/campfire pits not exceeding 16 sq. ft. and gas or liquid-fueled cooking devices. Staff requests guidance on whether the Town should adopt more restrictive standards — such as requiring metal fire rings in lieu of rock rings — and whether to align with neighboring municipalities such as Granby, whose code allows campfires up to 3’ x 3’ at private residences when no Red Flag warning or fire ban is in effect, subject to HOA rules.
- **Drone Regulations (Board Direction Requested).** Staff requests Board direction on whether the Town should adopt drone operation regulations within the municipal code, and if so, what prevailing legal codes and best practices should guide their development.
- **§ 7-6-12(E) — Trash Container Placement.** Amend to require that refuse containers be placed adjacent to the street only between 6:00 a.m. and 7:00 p.m. on trash pickup day. At all other times, containers must be stored out of public view (e.g., behind a structure, in a garage, backyard, behind a fence, or in a side yard) and may not remain on the public right-of-way.

Chapter 12 — Zoning

- **Prohibit Artificial Turf.** Add a prohibition on artificial turf within the Town.
- **Prohibit Shipping Containers.** Add a prohibition on shipping containers within the Town.
- **Real Estate Transactions (Board Direction Requested).** Staff requests direction on whether to require (a) a building inspection for all new real estate sales, and (b) submission of a survey/plat of the property with every real estate transaction.
- **Long-Term Rental — Annual Fire Inspection.** Require an annual fire inspection for all long-term rental units, including both multi-unit buildings and single-family homes.
- **Long-Term Rental — Business License Requirement.** Require each long-term rental owner to hold at minimum a Town business license.
- **STR — Knox Box / Key Safe Requirement.** Add language (sourced from Granby’s code) requiring a fire-district-regulated key safe at the main entrance of each STR, containing a spare key to the main entrance and keys to all secure interior areas.
- **STR — Annual Revenue Report at Renewal (Board Direction Requested).** Staff requests direction on whether to require STR owners to submit an annual report at renewal detailing total revenue and corresponding sales and use taxes generated from the property during the preceding year, consistent with Granby’s code. No renewal would be granted without the report on file.
- **STR — Late Fees.** Add monthly late fees to the Town Fee Schedule for delinquent STR licenses, calculated as the prorated annual STR license fee per month (e.g., \$900/year ÷ 12 months × number of months delinquent) plus a \$50.00 fine per month.
- **STR — Complaint Definition § 12-2-31(B)4(a)1.(ii).** Amend to define a qualifying complaint as either an official police citation, a signed written complaint from the complaining party, or a complaint submitted electronically through the Town’s online portal.
- **STR — Occupancy Advertising § 12-2-31(B)4(b)(iv).** Require that all STR advertisements list the allowable occupancy as identified in the most recent fire and life safety inspection. Advertising or knowingly renting at a higher occupancy would constitute a code violation.

- **STR — Remove County Notification and Neighbor Notice Requirements.** Remove § 12-2-31(B)4(a)1.(i) provisions requiring the Town to notify the county of STR approvals and to send notice to adjoining property owners within 100 feet, as these requirements are not required by the County.
- **STR — Remove Complaint-Triggered Neighbor Notice § 12-2-31(B)4(a)1.(ii).** Remove the requirement that one or more complaints trigger notice to adjoining property owners and conditional use treatment for renewal applications.
- **STR — Remove Site Plan Requirement § 12-2-31(B)1.** Remove the requirement that applicants submit two copies of a site plan with their STR application.
- **STR — License Transferability § 12-2-31(B)1.** Codify that a Nightly Rental License is transferable to a new owner upon completion of a full and approved application.
- **Accent Exterior Materials — New Definition.** Add a definition for “Accent Exterior Material” as a building material permitted in limited capacity, not to exceed 30% of the total area of each exterior wall (excluding the roof). Each individual elevation may contain up to 30% accent material; no single wall may consist solely of accent material.
- **Commercial Trailers for Employee Housing (Board Direction Requested).** Staff requests Board direction on whether to allow business owners to park campers/trailers on their property for employee housing, and what infrastructure requirements should apply.
- **Commercial Storage Yard — New Definition.** Add a definition for “Commercial Storage Yard” as any parcel used as a commercial enterprise for the long-term, passive keeping, seasonal winterization, or holding of items for more than 72 consecutive hours, including watercraft, trailers, cargo containers, RVs, camper shells, construction machinery, and bulk materials.
- **Parking Lot — New Definition.** Add a definition for “Parking Lot” as a cleared, developed, and improved land area used primarily for the temporary, short-term placement of operational, currently registered motorized vehicles, whether as an accessory use to a primary structure or as a standalone municipal utility.
- **§ 12-2-29 — Shoreline Regulations (Terminology).** Change “U.S. Forest Service approval” to “U.S. Forest Service permit” for proposed development located on Shadow Mountain Lake.
- **Hotel/Motel — Clarified Definition and License Requirement.** Clarify the definition of Hotel/Motel to include: (a) structures built or permitted as a hotel, motel, or lodge; (b) properties subject to the Colorado “Rule of 4” under C.R.S. § 39-1-102, where more than four residential unit ownership equivalents are operated as a business; and (c) establishments providing commercial services such as a central lobby, daily maid service, or onsite management. Require all such properties to hold a Hotel/Motel License on file with the Town.

Suggested Motions

For each ordinance the Board approves for first reading, the following motion format applies. Motions should be made individually for each ordinance number.

*I make a motion to **APPROVE ORDINANCE NO. [____]-2026 ON FIRST READING AND SET A PUBLIC HEARING FOR SECOND READING AT THE NEXT REGULAR BOARD MEETING.***

For any item where the Board declines to proceed, or wishes to refer an item for further research or Town Attorney review before first reading:

*I make a motion to **TABLE ORDINANCE NO. [____]-2026 AND DIRECT STAFF TO [CONDUCT FURTHER RESEARCH / COORDINATE WITH THE TOWN ATTORNEY] PRIOR TO A FUTURE FIRST READING.***

Board Direction Requested

Staff requests that the Board review the proposed amendments and provide direction on items marked above as requiring further guidance. Items flagged “Board Direction Requested” are open policy questions where staff seeks guidance before proceeding. Where the Board is comfortable with the scope presented, staff will coordinate with the Town Attorney to draft formal ordinances for a first reading at the next scheduled Board meeting. Staff is available to address questions or provide additional field data during the workshop discussion.

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 04-2026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE,
COLORADO, AMENDING SECTION 4-3-33 OF THE TOWN CODE CONCERNING THE
TIMING OF PAYMENT OF THE BUILDING AND CONSTRUCTION USE TAX**

WHEREAS, the Town of Grand Lake imposes a use tax on building and construction materials pursuant to Article 3 of Chapter 4 of the Town Code; and

WHEREAS, the Board of Trustees finds it in the best interest of the Town to clarify that the estimated use tax must be paid prior to issuance of a building permit, ensuring collection of the tax at the proper point in the permitting process;

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

Section 1. Amendment. Section 4-3-33 of the Town Code, "Payment Required and Refunding Procedures for Building and Construction Use Tax," subsection (A), is hereby amended to read as follows:

(A) The use tax imposed by Section 4-3-32 of this Article shall be paid by estimate through payment to the Town of any amount equal to five percent (5%) of fifty percent (50%) of the total cost of the project in which the taxable personal property is used as indicated on the building permit application and shall be paid before such building permit issuance.

Section 2. Severability. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication following final adoption.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 22ND DAY OF JUNE, 2026.

Votes Approving: _____ Votes Opposed: _____

Absent: _____ Abstained: _____

ATTEST: TOWN OF GRAND LAKE

Alayna Carrell, CMC
Town Clerk

By: _____
Christina Bergquist
Mayor

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 05-2026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE,
COLORADO, AMENDING SECTION 4-3-32 OF THE TOWN CODE CONCERNING THE
TAXABLE BASE OF THE BUILDING AND CONSTRUCTION USE TAX**

WHEREAS, the Town imposes a use tax on construction and building materials purchased outside the Town for use, storage, or consumption within the Town; and

WHEREAS, the Board of Trustees finds it appropriate to apply the use tax to fifty percent (50%) of the retail purchase price of such materials, consistent with the estimate methodology set forth in Section 4-3-33;

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

Section 1. Amendment. Section 4-3-32 of the Town Code, "Building and Construction Use Tax Imposition—Amount," is hereby amended to read as follows:

There is imposed on the privilege of storing, using or consuming any construction and building materials of every kind and form purchased outside this Town for use, storage or consumption within this Town a use tax of five percent (5%) of fifty percent (50%) of the retail purchase price of the said building and construction materials.

Section 2. Severability. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication following final adoption.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 22ND DAY OF JUNE, 2026.

Votes Approving: _____ Votes Opposed: _____

Absent: _____ Abstained: _____

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell, CMC
Town Clerk

By: _____
Christina Bergquist
Mayor

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 06-2026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE,
COLORADO, AMENDING SECTION 4-3-28 OF THE TOWN CODE TO INCLUDE
LANDSCAPING MATERIALS WITHIN THE PURPOSE OF THE USE TAX**

WHEREAS, the Board of Trustees finds that landscaping materials purchased outside the Town for use, storage, or consumption within the Town are appropriately subject to the Town's use tax;

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

Section 1. Amendment. Section 4-3-28 of the Town Code, "Purpose of Use Tax," is hereby amended to read as follows:

The purpose of this Article is to raise revenue to pay for and operate municipal services, and provide a complimentary tax to the Town sales tax. The taxes imposed in this Article are a use tax on building, landscaping and construction materials which are purchased outside the Town of Grand Lake for use, storage or consumption within the Town; and a similar use tax imposed on motor vehicles, on which registration is required, purchased outside the Town by Town residents for use, storage or consumption within the Town.

Section 2. Severability. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication following final adoption.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 22ND DAY OF JUNE, 2026.

Votes Approving: _____ Votes Opposed: _____

Absent: _____ Abstained: _____

ATTEST: TOWN OF GRAND LAKE

Alayna Carrell, CMC
Town Clerk

By: _____
Christina Bergquist
Mayor

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 07-2026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE,
COLORADO, AMENDING SECTION 7-1-28 OF THE TOWN CODE CONCERNING OPEN
FIRES**

WHEREAS, the Town of Grand Lake is situated within a wildland-urban interface subject to significant wildfire risk; and

WHEREAS, the Board of Trustees finds it necessary to strengthen the Town's regulation of open fires to protect life, property, and natural resources;

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

Section 1. Amendment. Section 7-1-28 of the Town Code, "Open Fires Prohibited," is hereby amended to read as follows:

Open Fires (any outdoor fire) of any kind are prohibited, unless the prior written consent of the Board of Trustees is obtained. The following are exempted from the provisions of this Section, provided that no Red Flag Warning, fire ban, or other fire restriction is then in effect:

- (a) Campfires, limited to one (1) per property, contained within a permanent metal fire ring or metal fire pit not exceeding nine (9) square feet (three feet by three feet) in area;
- (b) Barbeque grills and liquid- or gas-fueled stoves, grills, and similar devices, whether permanently constructed or purchased for the purpose of outdoor cooking, that meet applicable fire-safety specifications; and
- (c) Approved wood-pellet grills and stoves.

It shall be unlawful to maintain any otherwise-permitted fire during any period in which a Red Flag Warning, fire ban, or fire restriction issued by Grand County or the Town is in effect. Fire rings constructed of loose rock shall not satisfy the requirements of this Section.

Section 2. Severability. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication following final adoption.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 22ND DAY OF JUNE, 2026.

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

ATTEST: TOWN OF GRAND LAKE

Alayna Carrell, CMC
Town Clerk

By: _____
Christina Bergquist
Mayor

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 08-2026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE,
COLORADO, AMENDING SECTION 7-6-12 OF THE TOWN CODE CONCERNING THE
STORAGE OF REFUSE CONTAINERS**

WHEREAS, the Board of Trustees finds that the storage of refuse containers out of public view, except on the day of collection, protects the aesthetic character of the Town and reduces the attraction of wildlife;

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

Section 1. Amendment. Section 7-6-12 of the Town Code, "Waste Disposal," subsection (E), is hereby amended to read as follows:

(E) Refuse containers may only be placed adjacent to the street in front of the residence for pick-up from 6:00 a.m. until 7:00 p.m. on the day of trash pick-up service. At all other times the containers shall be stored out of public view (for example, behind a structure, in a garage, in a backyard or side yard, or behind a fence).

Section 2. Severability. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication following final adoption.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 22ND DAY OF JUNE, 2026.

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

ATTEST: TOWN OF GRAND LAKE

Alayna Carrell, CMC
Town Clerk

By: _____
Christina Bergquist
Mayor

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 09-2026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE,
COLORADO, AMENDING CHAPTER 12 OF THE TOWN CODE TO PROHIBIT
ARTIFICIAL TURF**

WHEREAS, the Board of Trustees finds that natural vegetation is important to the character, drainage, and environmental quality of the Town, and that artificial turf is inconsistent with these objectives;

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

Section 1. Amendment. Chapter 12 of the Town Code is hereby amended by the addition of a new Section to read as follows:

Artificial Turf Prohibited. The installation, placement, or maintenance of artificial turf, synthetic grass, or similar synthetic ground-cover materials is prohibited on all property within the Town, whether as a landscaping material, ground cover, or recreational surface.

Section 2. Severability. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication following final adoption.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 22ND DAY OF JUNE, 2026.

Votes Approving: _____

Votes Opposed: _____

Absent: _____

Abstained: _____

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell, CMC
Town Clerk

By: _____
Christina Bergquist
Mayor

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 10-2026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE,
COLORADO, AMENDING CHAPTER 12 OF THE TOWN CODE TO PROHIBIT SHIPPING
CONTAINERS**

WHEREAS, the Board of Trustees finds that shipping and cargo containers are inconsistent with the architectural and aesthetic character of the Town;

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

Section 1. Amendment. Chapter 12 of the Town Code is hereby amended by the addition of a new Section to read as follows:

Shipping Containers Prohibited. The placement, storage, or use of shipping containers, cargo containers, conex boxes, intermodal containers, or similar prefabricated metal containers is prohibited on all property within the Town, whether used for storage, habitation, or any other purpose.

Section 2. Severability. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication following final adoption.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 22ND DAY OF JUNE, 2026.

Votes Approving: _____

Votes Opposed: _____

Absent: _____

Abstained: _____

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell, CMC
Town Clerk

By: _____
Christina Bergquist
Mayor

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 11-2026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE,
COLORADO, AMENDING CHAPTER 12 OF THE TOWN CODE TO REQUIRE ANNUAL
FIRE INSPECTIONS FOR LONG-TERM RENTAL UNITS**

WHEREAS, the Board of Trustees finds that periodic fire and life-safety inspection of long-term rental dwellings protects the health and safety of tenants and the public;

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

Section 1. Amendment. Chapter 12 of the Town Code is hereby amended by the addition of a new Section to read as follows:

Long-Term Rental — Annual Fire Inspection Required. An annual fire and life-safety inspection shall be required for every long-term rental dwelling unit within the Town, including units within multi-unit buildings and single-family homes offered or used as long-term rentals. For purposes of this Section, a "long-term rental" means a dwelling unit leased or rented for a term of thirty (30) consecutive days or more. The owner shall schedule the inspection with the Town or its designated inspection authority and shall correct any cited deficiencies within the time specified by the inspector. Fees for such inspection shall be as set forth in the Town Fee Schedule.

Section 2. Severability. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication following final adoption.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 22ND DAY OF JUNE, 2026.

Votes Approving: _____ Votes Opposed: _____

Absent: _____ Abstained: _____

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell, CMC
Town Clerk

By: _____
Christina Bergquist
Mayor

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 12-2026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE,
COLORADO, AMENDING THE TOWN CODE TO REQUIRE A BUSINESS LICENSE FOR
LONG-TERM RENTAL UNITS**

WHEREAS, the Board of Trustees finds that owners offering dwelling units as long-term rentals are engaged in a business activity within the Town and should be licensed accordingly;

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

Section 1. Amendment. The Town Code is hereby amended by the addition of a new Section to read as follows:

Long-Term Rental — Business License Required. Every owner who offers, leases, or rents a dwelling unit as a long-term rental within the Town shall obtain and maintain, at a minimum, a Town business license for each such rental operation. A long-term rental shall not be offered or operated without a current and valid business license.

Section 2. Severability. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication following final adoption.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 22ND DAY OF JUNE, 2026.

Votes Approving: _____

Votes Opposed: _____

Absent: _____

Abstained: _____

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell, CMC
Town Clerk

By: _____
Christina Bergquist
Mayor

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 13-2026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE,
COLORADO, ESTABLISHING LATE FEES FOR DELINQUENT NIGHTLY RENTAL
(SHORT-TERM RENTAL) LICENSES**

WHEREAS, the Board of Trustees finds it appropriate to establish a late-fee structure for the delinquent renewal of Nightly Rental Licenses to encourage timely compliance;

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

Section 1. Amendment. The Town Code is hereby amended by the addition of the following late-fee provision for Nightly Rental Licenses:

Nightly Rental License — Late Fees. Any Nightly Rental License that is not renewed on or before its expiration date shall be subject to a monthly late fee calculated as follows: the prorated annual Nightly Rental License fee per month (the annual license fee divided by twelve (12)), multiplied by the number of months the license is delinquent, plus a fine of fifty dollars (\$50.00) per month of delinquency. The specific dollar amounts referenced in this Section shall be as set forth in, and may be adjusted by, the Town Fee Schedule adopted by Resolution of the Board of Trustees.

Section 2. Severability. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication following final adoption.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 22ND DAY OF JUNE, 2026.

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

ATTEST: TOWN OF GRAND LAKE

Alayna Carrell, CMC
Town Clerk

By: _____
Christina Bergquist
Mayor

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 14-2026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE,
COLORADO, AMENDING SECTION 12-2-31(B)4 OF THE TOWN CODE CONCERNING
THE DEFINITION OF A COMPLAINT FOR NIGHTLY RENTAL LICENSE RENEWALS**

WHEREAS, the Board of Trustees finds it appropriate to allow complaints relating to nightly rental units to be submitted electronically through the Town's online portal;

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

Section 1. Amendment. Section 12-2-31(B)4(a)1.(ii)1. of the Town Code is hereby amended to read as follows:

If zero complaints have been filed in the previous twelve (12) months, and the applicant is current on all taxes, fees and other charges owed the Town, the applicant must only repurchase their Nightly Rental License. For purposes of Section 12-2-31(B)4, a complaint must be either an official police citation, or a letter signed by the complaining party, or a complaint submitted electronically through the Town of Grand Lake online portal.

Section 2. Severability. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication following final adoption.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 22ND DAY OF JUNE, 2026.

Votes Approving: _____

Votes Opposed: _____

Absent: _____

Abstained: _____

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell, CMC
Town Clerk

By: _____
Christina Bergquist
Mayor

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 15-2026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE,
COLORADO, AMENDING SECTION 12-2-31(B)4(b)(iv) OF THE TOWN CODE
CONCERNING NIGHTLY RENTAL OCCUPANCY AND ADVERTISING**

WHEREAS, the Board of Trustees finds it necessary to ensure that nightly rental units are advertised and rented in conformance with the occupancy established by the unit's fire and life-safety inspection;

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

Section 1. Amendment. Section 12-2-31(B)4(b)(iv) of the Town Code is hereby amended to read as follows:

(iv) All advertisements for the nightly rental unit must list the allowable occupancy of the unit in the description of the unit. Any person advertising a nightly rental unit at a higher occupancy than that identified in the most recent "current STR rental license application" fire and life safety inspection, or knowingly renting at a higher occupancy than that identified in the most recent "current STR rental license application" fire and life safety inspection, shall be in violation of this Section 12-2-31(B)4.

Section 2. Severability. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication following final adoption.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 22ND DAY OF JUNE, 2026.

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

ATTEST: TOWN OF GRAND LAKE

Alayna Carrell, CMC
Town Clerk

By: _____
Christina Bergquist
Mayor

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 16-2026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE,
COLORADO, AMENDING SECTION 12-2-31(B)4(a)1.(i) OF THE TOWN CODE TO REMOVE
COUNTY-NOTIFICATION AND ADJOINING-OWNER-NOTICE REQUIREMENTS**

WHEREAS, the Board of Trustees finds that certain notice and county-notification requirements within the nightly rental approval process are not required by Grand County and may be removed;

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

Section 1. Amendment. Section 12-2-31(B)4(a)1.(i) of the Town Code is hereby amended by repealing subparts 2. and 3. in their entirety.

Section 2. Renumbering. The remaining subparts of Section 12-2-31(B)4(a)1.(i) shall be renumbered as necessary to maintain consecutive numbering.

Section 3. Severability. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4. Repeal. Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 5. Effective Date. This Ordinance shall take effect five (5) days after publication following final adoption.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 22ND DAY OF JUNE, 2026.

Votes Approving: _____ Votes Opposed: _____

Absent: _____

Abstained: _____

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell, CMC
Town Clerk

By: _____
Christina Bergquist
Mayor

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 17-2026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE,
COLORADO, REPEALING SECTION 12-2-31(B)4(a)1.(ii) OF THE TOWN CODE
CONCERNING CONDITIONAL-USE TREATMENT OF NIGHTLY RENTAL RENEWALS
WITH COMPLAINTS**

WHEREAS, the Board of Trustees finds that the requirement to treat a nightly rental renewal as a conditional use upon the filing of one or more complaints should be repealed;

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

Section 1. Repeal. Section 12-2-31(B)4(a)1.(ii) of the Town Code is hereby repealed in its entirety.

Section 2. Renumbering. The remaining provisions of Section 12-2-31(B)4(a)1. shall be renumbered as necessary.

Section 3. Severability. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 4. Repeal. Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 5. Effective Date. This Ordinance shall take effect five (5) days after publication following final adoption.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 22ND DAY OF JUNE, 2026.

Votes Approving: _____ Votes Opposed: _____

Absent: _____

Abstained: _____

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell, CMC
Town Clerk

By: _____
Christina Bergquist
Mayor

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 18-2026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE,
COLORADO, AMENDING SECTION 12-2-31(B)1.1. OF THE TOWN CODE CONCERNING
NIGHTLY RENTAL SITE-PLAN SUBMITTAL REQUIREMENTS**

WHEREAS, the Board of Trustees finds that the requirement to submit two copies of a site plan as part of a nightly rental application should be revised;

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

Section 1. Amendment. Section 12-2-31(B)1.1. of the Town Code is hereby amended to remove the requirement to provide two copies of a site plan, and to read as follows:

The applicant must provide the appropriate Nightly Rental License fee. No person shall rent or advertise for rent their structure, dwelling or dwelling unit unless a Nightly Rental License has been granted by Town Staff. A Nightly Rental License must be obtained for each structure, dwelling, or dwelling unit. If an application is subsequently denied, the applicant shall be refunded the Nightly Rental License fee.

Section 2. Severability. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication following final adoption.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 22ND DAY OF JUNE, 2026.

Votes Approving: _____

Votes Opposed: _____

Absent: _____

Abstained: _____

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell, CMC
Town Clerk

By: _____
Christina Bergquist
Mayor

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 19-2026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE,
COLORADO, AMENDING SECTION 12-2-31(B)1.3. OF THE TOWN CODE TO PROVIDE
FOR THE TRANSFERABILITY OF NIGHTLY RENTAL LICENSES**

WHEREAS, the Board of Trustees finds it appropriate to allow a Nightly Rental License to transfer to a new owner of the licensed unit upon completion of a complete and approved application;

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

Section 1. Amendment. Section 12-2-31(B)1.3. of the Town Code is hereby amended to read as follows:

The fee for a Nightly Rental License is set by Resolution and shall be based upon occupancy categories. All Nightly Rentals shall be issued for twelve (12) months, from the date that the application is approved. The Nightly Rental License for a unit is transferable to a new owner of that unit upon completion of a complete and approved application.

Section 2. Severability. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication following final adoption.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 22ND DAY OF JUNE, 2026.

Votes Approving: _____

Votes Opposed: _____

Absent: _____

Abstained: _____

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell, CMC
Town Clerk

By: _____
Christina Bergquist
Mayor

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 20-2026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE,
COLORADO, AMENDING CHAPTER 12 OF THE TOWN CODE TO ADD DEFINITIONS
FOR "ACCENT EXTERIOR MATERIAL," "COMMERCIAL STORAGE YARD," AND
"PARKING LOT"**

WHEREAS, the Board of Trustees finds it appropriate to define and limit the use of accent exterior materials to maintain the architectural character of the Town; and

WHEREAS, the Board of Trustees finds it appropriate to define "Commercial Storage Yard" and "Parking Lot" for purposes of land use regulation;

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

Section 1. Amendment. The definitions section of Chapter 12 of the Town Code is hereby amended by the addition of the following definitions, to be inserted in alphabetical order:

Accent Exterior Material — Classification of building material that may be used in limited capacity at no more than thirty percent (30%) of the total of each exterior wall of the building, not including the roof. Any individual exterior elevation can contain up to thirty percent (30%) of an accent material. By way of example and not limitation, a building may not be constructed of three (3) walls of approved material with a fourth wall consisting solely of Accent Exterior Material.

Commercial Storage Yard — Any parcel, lot, or tract of land used as a commercial enterprise for the long-term, passive keeping, seasonal winterization, or holding of items for more than seventy-two (72) consecutive hours. Stored items include, but are not limited to: watercraft, boat/utility trailers, recreational vehicles (RVs), camper shells, construction machinery, and bulk materials.

Parking Lot — A cleared, developed, and improved land area or parcel used primarily for the temporary, short-term placement of operational, currently registered motorized vehicles. A parking lot may exist as an accessory use to a primary structure or as a standalone principal municipal utility.

Section 2. Severability. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication following final adoption.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 22ND DAY OF JUNE, 2026.

Votes Approving: _____ Votes Opposed: _____

Absent: _____ Abstained: _____

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell, CMC
Town Clerk

By: _____
Christina Bergquist
Mayor

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 21-2026**

**AN ORDINANCE OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE,
COLORADO, AMENDING SECTION 12-2-29 OF THE TOWN CODE CONCERNING U.S.
FOREST SERVICE AUTHORIZATION FOR DEVELOPMENT ON SHADOW MOUNTAIN
LAKE**

WHEREAS, the Board of Trustees finds it appropriate to clarify that development on Shadow Mountain Lake requires a U.S. Forest Service permit;

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

Section 1. Amendment. Section 12-2-29 of the Town Code, "Shoreline and Surface Water Regulations," subsection (v), is hereby amended to read as follows:

(v) U.S. Forest Service permit if the proposed development is located on Shadow Mountain Lake.

Section 2. Severability. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions that can be given effect without the invalid provision. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

Section 3. Repeal. Existing Ordinances or parts of Ordinances covering the same matters as embraced in this Ordinance are hereby repealed and all Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

Section 4. Effective Date. This Ordinance shall take effect five (5) days after publication following final adoption.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 22ND DAY OF JUNE, 2026.

Votes Approving: _____

Votes Opposed: _____

Absent: _____

Abstained: _____

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell, CMC
Town Clerk

By: _____
Christina Bergquist
Mayor



TO Mayor and Board of Trustees FROM Steve Kudron, Town Manager DATE June 22, 2026

ACTION TYPE: Action Requested Information Only

RE: Space to Create Grand Lake – Comcast/Xfinity Communities Cable and Internet Service Agreement and Grant of Easement

Background

The Space to Create Grand Lake project at 1128 Park Ave (Lots 1–4, Block 3, Grand Lake Subdivision) is one of the final affordable workforce housing initiatives undertaken by the Town. The nine-unit residential development is approaching completion, and with first occupancy expected in the coming months, staff has been working to ensure all essential utility services are in place for future residents.

As one of the final tasks before occupancy, staff has negotiated a residential cable and broadband service agreement with Comcast Cable Communications Management, LLC (operating as Xfinity Communities). The proposed agreement will provide all nine units with access to television, high-speed internet, and voice services — amenities essential to the livability and long-term success of the project.

The agreement has an effective date of June 1, 2026, and takes effect for a term of ten (10) years from the date Comcast receives the first certificate of occupancy for a unit at the Property (the “Initial Term”). The agreement automatically renews for successive two-year periods unless either party provides sixty (60) days’ written notice of non-renewal. Comcast’s authorized representative, Steven Hansen, Vice President of Business Development, has executed the agreement on behalf of the company.

The agreement also includes a Grant of Easement granting Comcast a non-exclusive easement in gross across the Property for the purpose of constructing, maintaining, and operating its broadband Distribution System. The easement area is limited to a ten-foot-wide strip centered on each part of the Distribution System. The Grant of Easement requires the Mayor’s signature on behalf of the Town.

Key Terms of the Agreement

The following summarizes the principal terms of the Xfinity Communities Service Agreement:

- **Property:** Space to Create Grand Lake, 1128 Park Ave (Lots 1–4, Block 3, Grand Lake Subdivision), Grand Lake, CO 80447 — 9 residential units.
- **Services:** Television, internet, and voice services, each marketed on an exclusive basis.
- **Term:** Ten (10) years from first certificate of occupancy, with automatic two-year renewals; 60-day written notice required to terminate.
- **Cost to the Town:** None. Comcast provides all Distribution System installation at its own expense. Residents contract directly with Comcast for service on a retail basis. The Town assumes no liability for resident service charges.
- **Wiring:** Comcast installs and owns the Distribution System (exterior cabling from the public right-of-way to demarcation points). The Town provides conduit/microduct, structured wiring blocks, and electrical power. Home run wiring ownership vests in the Town; home wiring within units vests in the Town or individual unit owners.
- **Easement:** Non-exclusive easement in gross granted to Comcast, limited to a 10-foot-wide strip along the Distribution System with standard ingress and egress rights for maintenance. The easement runs with the land for so long as Comcast provides broadband service to the Property.
- **Access:** Comcast may access all common areas during operating hours (Monday–Sunday, 7:00 a.m. to 7:00 p.m.) for installation, audit, and maintenance purposes.
- **Exclusivity:** The Town may not enter into a bulk service agreement with a competing provider during the term. Individual retail service by other providers to residents is not prohibited.

- **Indemnification:** Comcast indemnifies the Town against claims arising from Comcast’s negligence, willful misconduct, or noncompliance with applicable law.
- **Insurance:** Comcast maintains commercial general liability and automobile liability insurance at minimum limits of \$1,000,000 per occurrence and in the aggregate.

Benefits

Staff identifies the following significant benefits associated with executing the Comcast/Xfinity Communities Service Agreement:

- **No Cost to the Town.** Comcast bears all costs for installing its Distribution System. The Town incurs no capital expenditure for broadband infrastructure and assumes no responsibility for resident service charges.
- **Essential Amenity for Residents.** Reliable broadband and cable service is a baseline expectation for residential tenants. Securing this service prior to occupancy ensures units are move-in ready and competitive with market-rate housing.
- **Supports Project Completion.** This agreement addresses one of the remaining pre-occupancy tasks at Space to Create Grand Lake, keeping the project on schedule.
- **Long-Term Service Security.** The ten-year initial term with automatic renewals provides stable, uninterrupted service to residents without the need to regularly renegotiate.
- **Strong Indemnification and Insurance.** Comcast’s indemnification obligations and insurance requirements protect the Town from liability arising out of Comcast’s activities on the Property.
- **Minimal Administrative Burden.** Comcast handles resident contracting, billing, and customer service directly. The Town’s obligations are limited to providing conduit, electrical power, and reasonable access.

Challenges and Considerations

Staff also identifies the following considerations for the Board:

- **Exclusive Marketing Obligation.** The Town agrees not to market competing TV, internet, or voice services or allow third parties to do so on the Property. This does not restrict residents from subscribing to competing services on a retail basis.
- **Exclusive Wiring Use.** Comcast holds exclusive use of its Distribution System wiring. No third party may tap into or interfere with Comcast’s wiring. If changes in law require shared access, affected portions automatically convert to non-exclusive status.
- **Easement Runs with the Land.** The Grant of Easement is tied to continued broadband service delivery, not to the term of the service agreement. If the property is ever sold or transferred, the agreement and easement obligations pass to the new owner.
- **Assignment Requirement.** If the Town sells or transfers the Property, it is obligated to assign this agreement to the new owner and require the new owner to assume its terms.

Fiscal Note

There is no direct cost to the Town associated with the Comcast/Xfinity Communities Service Agreement. Comcast funds all Distribution System installation at its own expense. The Town’s obligations — providing conduit, grounding infrastructure, structured wiring blocks, and electrical power — are part of standard construction activities already underway at the project site and are not expected to generate material additional expenditure. No capital appropriation is required at this time.

Staff Recommendation

Staff recommends that the Board of Trustees authorize the Town Manager to execute the Xfinity Communities Service Agreement with Comcast Cable Communications Management, LLC for the Space to Create Grand Lake project, and authorize the Mayor to execute the accompanying Grant of Easement. The agreement provides high-quality broadband and cable infrastructure for residents at no cost to the Town, fulfills one of the final pre-occupancy requirements for the project, and protects the Town’s interests through robust indemnification and insurance provisions.

Suggested Motions

The following motions are offered for the Board’s consideration:

Motion 1 – Approval of Service Agreement

“I move to approve the Xfinity Communities Service Agreement between the Town of Grand Lake and Comcast Cable Communications Management, LLC for cable television, internet, and voice services at the Space to Create Grand Lake project located at 1128 Park Ave, Grand Lake, Colorado, and to authorize the Town Manager to execute the Agreement and any related documents on behalf of the Town.”

Motion 2 – Authorization of Mayor’s Signature on Grant of Easement

“I move to authorize the Mayor to execute the Grant of Easement in favor of Comcast Cable Communications Management, LLC, granting a non-exclusive easement in gross across the Space to Create Grand Lake property (Lots 1–4, Block 3, Grand Lake Subdivision) for the purpose of constructing, maintaining, and operating Comcast’s broadband Distribution System, in connection with the Xfinity Communities Service Agreement approved this date.”

Attachments:

1. Xfinity Communities Service Agreement (Comcast Cable Communications Management, LLC) – dated June 1, 2026
2. Grant of Easement – Lots 1–4, Block 3, Grand Lake Subdivision

XFINITY COMMUNITIES SERVICE AGREEMENT

Service Order

Customer Information

Customer Name:	Town of Grand Lake	Property Address 1:	1128 Park Ave
Property Name:	Space to Create Grand Lake	Address 2:	
Number of Units:	9	City, State, Zip:	Grand Lake, CO 80447

Agreement Term

This Agreement begins on 6/1/2026 (“Effective Date”) and shall remain in effect for a term of 10 years from the date Company receives the first certificate of occupancy for a unit on the Property from Customer (the “Initial Term”). This Agreement shall automatically renew for successive periods of 2 Years (each, a “Renewal Term”), unless either party provides the other with a minimum of 60 days’ notice of its intention not to renew at the end of the then-current term. The Initial Term and each Renewal Term may be collectively referred to herein as the “Term.”

Wiring

Company has exclusive use of the home run wiring and non-exclusive use of the home wiring.

Marketing

Customer’s Marketing Support shall be as follows:

Service	Type of Marketing
TV	Exclusive Marketing
Internet	Exclusive Marketing
Voice	Exclusive Marketing

Easement

Customer grants to Company a non-exclusive easement. The parties agree to execute the attached Grant of Easement.

Agreement

This Xfinity Communities Service Agreement (“Agreement”) sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates (“Company”) will provide residential products and services (collectively, the “Services”) to the customer named above (“Customer”) at the property named above (“Property”). This Agreement consists of this fully executed Service Order (“Service Order”), the General Terms and Conditions (“General Terms”), any attachments included herewith (“Attachments”) and any written amendments to this Agreement executed by both parties (“Amendments”). In the event of an inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Service Order, (3) Attachments, (4) General Terms. Customer and Company may be collectively referred to herein as the “Parties” or individually as a “Party.” The parties, intending to be legally bound agree to be bound by the terms and conditions set forth in the Agreement. Capitalized terms used but not defined in this Service Order shall be given their meanings set forth in the General Terms and capitalized terms used but not defined in the General Terms shall be given their meaning set forth in this Service Order.

The parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Customer: Town of Grand Lake

Company: Comcast Cable Communications Management, LLC

By: _____

By: _____

Steve Kudron

Name: Steven Hansen

Name:

Title: VP Business Development

Title:

ADDRESSES FOR LEGAL NOTICES

To Customer:

To Company:

Town of Grand Lake
1026 Park Ave
PO Box 99
Grand Lake, CO 80447

Comcast Cable Communications Management, LLC
8000 E. Iliff Avenue, Denver, CO 80231

With a copy to:

Comcast Cable Communications Management, LLC
1701 JFK Blvd
Philadelphia, PA 19103
Attn: General Counsel – Cable Legal Operations

GENERAL TERMS AND CONDITIONS

1. **Wiring.**

(a) Definitions.

- i. **“Demarcation Points”** means the point or points at which the Distribution System connects to the Home Run Wiring.
- ii. **“Distribution System”** consists of all facilities, equipment or devices that are installed by Company to transmit the Services from the public right of way to the Demarcation Points on the Property, and may include, but not be limited to, distribution cables, amplifiers, pedestals, lock boxes, passive and electronic devices and other equipment. It shall also include any other facilities, equipment or devices installed by Company, other than the Inside Wiring, and used by Company in the provision of Services.
- iii. **“Exclusive Wiring”** means the Distribution System and those portions of the Inside Wiring (if any) indicated as exclusive in the Service Order.
- iv. **“Home Wiring”** means the wiring within each unit from the first splitter or multimedia panel (as applicable) to wall plates.
- v. **“Home Run Wiring”** means the wiring from the Demarcation Points to the first splitter or multimedia panel (as applicable) within each unit.
- vi. **“Inside Wiring”** consists of Home Run Wiring and Home Wiring.
- vii. **“Non-Exclusive Wiring”** means those portions of the Inside Wiring that are not Exclusive Wiring.
- viii. **“System”** consists of the Distribution System and Inside Wiring.

(b) Scope of Work. If either Party is installing, upgrading or re-wiring any portion of the System, a Scope of Work will be attached setting forth the responsibility of the parties regarding such work. The Parties agree to comply with the Scope of Work.

(c) Company Obligations. Any work performed by Company on the Property shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, applicable law, and, Federal Communications Commission (“FCC”) regulations. Company will be responsible for obtaining all necessary permits, licenses and approvals in connection with the Company’s operation and use of the wiring as set forth herein.

(d) Ownership of Wiring. The Distribution System is and will remain the personal property of Company. The Home Run Wiring is and will remain the personal property of Customer. The Home Wiring is and will remain the personal property of Customer or, where units and in-unit wiring are individual owned, the unit owner (“Resident Owned Wiring”).

(e) Use and Maintenance of Wiring. Customer grants Company the exclusive right to operate and use the Exclusive Wiring and the non-exclusive right to operate and use the Non-Exclusive Wiring. The Customer shall not, and shall not permit any third party to, tap into, use, or otherwise interfere with the Exclusive Wiring. At its expense, Company shall maintain, repair and replace the Exclusive Wiring as necessary to provide the Services. At its expense, Customer shall maintain, repair and replace the Non-Exclusive Wiring. If the Customer fails to

maintain the Non-Exclusive Wiring in accordance with Company's technical specifications, Company shall notify Customer (which may be accomplished by notifying Customer's on-site personnel) and request the repairs. If the repairs are not made within 20 days after receipt of such notice, Company may (i) suspend delivery of the Services to the affected units until repairs are made by Customer or (ii) repair the Non-Exclusive Wiring and charge Customer the actual and reasonable costs expended by Company. Notwithstanding anything to the contrary contained in this section, if Customer cannot grant rights to Resident Owned Wiring, then the rights to operate, use and repair any Resident Owned Wiring will be governed by separate contracts between Company and the unit resident.

(f) **Electrical Power.** Customer shall provide electrical power, at Customer's expense, for the Distribution System or Inside Wiring as requested by Company in locations reasonably designated by Company. Company shall have the right (but not the obligation) to install optical network units (each, an "ONU"), modems or other required equipment in units where applicable and deemed necessary by Company. Such equipment shall remain owned by Company, unless otherwise agreed in writing with Customer or a resident. In addition, if requested by Company, Customer shall, at Customer's cost, provide one or more environmentally controlled spaces in mutually agreed upon locations on the Property for distribution facilities.

2. **Delivery of Service.** Customer grants to Company the non-exclusive right to deliver its Services to the Property.

3. **Customer Obligations.**

(a) Customer shall not enter into a bulk agreement with another service provider to provide services similar to the Services during the Term regardless of the method used to deliver services to the Property. A "bulk agreement" means an agreement between Customer and a third party service provider whereby (i) services are paid for by the Customer and provided to the residents at no charge, on a reduced rate or discounted basis; (ii) services are automatically provided to the residents as an amenity of the Property or (iii) the purchase of services by residents is required as a condition of their occupancy of the Property. However, nothing in this Agreement shall prohibit service providers from providing service to the Property on a retail basis, provided that Customer does not permit a third party to access any facilities, equipment or wiring Company owns or has exclusive rights to use.

(b) Customer shall reasonably cooperate with Company to prevent, but shall not be liable for, the unauthorized access to equipment or Services by residents of the Property.

(c) Customer shall supply unit numbers to Company at reasonable intervals upon Company request.

4. **Fees and Charges for Services.** For Services provided to residents on a retail basis, the terms, conditions, charges and fees for those Services shall be contained in separate contracts between Company and individual residents. The Customer assumes no liability or responsibility for service charges contracted for by residents. For Services provided to Customer on a bulk basis (if any), additional terms, conditions, charges and fees for the bulk Services shall be contained in the Service Order and Attachments made a part of this Agreement.

5. **Access.**

(a) Customer grants Company personnel access to all common areas of the Property during Company's Operating Hours (as defined below) for the purpose of installing, disconnecting and auditing Service and exercising Company's right and obligations under this Agreement. Customer shall use reasonable efforts to grant Company access to parts of the Property it does not have direct control over for the same purposes. "Operating Hours" means Monday through Sunday, 7:00am to 7:00pm or at any other time that (i) Customer's staff members at the Property give verbal consent for Company to access, (ii) a maintenance or repair emergency occurs, which includes service outages, or (iii) a resident grants Company personnel access in order to provide or repair services for the resident.

- (b) Company, at its expense, agrees to repair any damage to the Property to the extent caused by Company, its employees or agents, normal wear and tear excepted. If Company fails to commence repairs to the Property within 45 days of notice, then Customer may undertake the repairs itself and bill the Company for the actual and reasonable costs thereof. Customer, at its expense, agrees to pay the reasonable and actual costs for Company to repair or replace any damage to the Distribution System or Exclusive Wiring to the extent caused by Customer, its employees or agents, normal wear and tear excepted.
6. **Indemnification.** The Company shall indemnify, defend and hold harmless the Customer, its officers, directors, personnel, affiliates, lenders, agents and representatives (collectively, the “Customer Indemnified Parties”) from and against any and all liability, loss, damage, claim or expense (including reasonable attorneys’ fees and costs) (collectively, “Damages”) for which the Customer Indemnified Parties may become subject to insofar as any such Damages arise out of, directly or indirectly, (i) the Company’s negligence or willful misconduct in the exercise of its rights under the Easement, (ii) the Company’s noncompliance with applicable laws (iii) the breach or inaccuracy of any representation or warranty made hereunder by the Company or (iv) any injury (including death), damage or loss to persons or property caused by the Company. The Customer Indemnified Parties agree to provide the Company with sufficient notice of any claim and to provide reasonable cooperation with the Company in the defense of the claim at Company’s cost. This indemnification shall not apply to claims by third parties against the Customer Indemnified Parties to the extent that the Customer Indemnified Parties is liable to such third party for such claims without regard to the involvement of the Company. This paragraph shall survive the expiration or termination of this Agreement.
7. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.
8. **Termination.**
- (a) **Default.** In the event either Party defaults in the performance of any of the material terms of this Agreement, the non-defaulting Party shall give the defaulting Party written notice specifying the nature of such default and identifying the specific provision in this Agreement which gives rise to the default. The defaulting Party shall have 60 days to either (i) cure the default or (ii) if such default is incapable of cure within such 60 day period, commence curing the default within such 60 day period and diligently pursue such cure to completion. In the event the defaulting Party fails to do so within such 60 day period, the non-defaulting Party may terminate this Agreement upon 30 days’ written notice without further liability of either party.
- (b) **Permanent Loss of Authority.** This Agreement shall terminate automatically without any further liability on the part of Company in the event Company lacks authority to continue to provide the Services to the Property due to loss of governmental authorization. This clause, however, shall not apply to periods of transition, such as franchises subject to review, transfer or reapplication, or where termination is the subject of dispute.
9. **Removal of Distribution System.**
- (a) Upon expiration or termination of this Agreement, Company shall have 3 months during which it may remove the Distribution System. Company shall promptly repair any damage to the Property caused by such removal. Any portion of the Distribution System remaining on the Property after the 3 month period shall be deemed abandoned by Company, and ownership shall vest in Customer “AS IS” and “WHERE IS” and Company shall have no further liability therefor.
- (b) Notwithstanding anything to the contrary contained in this Agreement, the removal period referenced in subsection (a) above shall be tolled for as long as Company has the right under applicable law to continue to provide any or all of the Services to any or all of the units on the Property after the termination or expiration of

this Agreement, in which case Company shall have the exclusive right to continue to own and use the Distribution System and the non-exclusive right to interconnect with and use the Inside Wiring to provide the Services. This Section shall survive the termination of this Agreement.

10. **Customer Service.** Company will maintain a local or toll-free telephone number, which will be available to its subscribers 24 hours a day, 7 days a week. Company representatives will be available to respond to customer telephone inquiries during normal business hours. Company will begin working on service interruptions promptly and in no event later than the next business day after notification of the service problem, excluding conditions beyond the control of Company.
11. **Marketing Support.** Customer grants Company the right to access the Property to market and sell its Services to residents of the Property and shall (i) present Company's Marketing Materials to new and prospective residents during the initial presentation of rental or for-sale units and at lease signings or closings, whether in person or digitally (ii) make the Marketing Materials available in the sales/leasing office, other administrative areas, and digitally where Customer communicates to prospective and existing residents and (iii) at times and locations mutually agreed to by the parties, allow Company to hold marketing and sales events at the Property (collectively, "Marketing Support"). At Company's discretion, "Marketing Materials" may include, but are not limited to digital content, brochures, channel lineups, service descriptions, and information regarding prices and special offers. Marketing Support will be either exclusive or non-exclusive, as indicated in the Service Order. All Marketing Materials shall be provided by Company at Company's sole cost. For Services marketed on an exclusive basis, Customer agrees not to market or allow a third party to market any services similar to the exclusively marketed Services. For Services marketed on a non-exclusive basis, Customer will market such Services on a materially comparable basis with any third party services (e.g., no favorable treatment in terms of on-site events or location of marketing materials) and Customer will not treat any competing services on a more favorable basis or take actions to position competing service as "preferred" service over Company's Services.
12. **Website Link.** Company shall have the right in its sole discretion to approve any trademark/logo of Company used by Customer on Customer's website, its placement within its website, and the use of any statements or claims in connection with such trademark/logo or Company's products and services on its website. All uses of Company's trademark/logo made by Customer shall inure to the benefit of Company. Customer shall not copy or capture any portion of Company's website or any of its content within frames on Customer's website, or otherwise present or display Company's website content or represent Company's website as Customer's in any manner. Customer shall ensure that the link from its website to Company's website connects the visitor to Company's website unencumbered in any manner.
13. **Interference.** If any device or facility on the Property does not comply with the technical specifications established by the FCC, including, but not limited to, signal leakage, which interferes with Company's delivery of the Services, Company reserves the right to discontinue the Services to the non-compliant unit or, at Company's reasonable discretion, to the Property until such non-conformance is cured by Company, Customer or resident, as the case may be. Company shall take reasonable measures to not discontinue Services to any portion of the Property that is in compliance with applicable technical specifications.
14. **Changes to Wiring Rights.** In the event applicable law requires (i) Company to permit Customer or a third party to use all or a portion of the Distribution System or (ii) Customer to permit a third party to use all or a portion of the Exclusive Wiring, then such portions of the Distribution System and/or Exclusive Wiring shall be automatically deemed Non-Exclusive Wiring.
15. **Assignability; Binding Effect.** Either Party may assign the Agreement provided that the assignee agrees in writing to be bound by all the terms and conditions hereof. In the event Customer sells, assigns, transfers or otherwise

conveys the Property to a third party, Customer shall assign this agreement and cause the new owner or controlling party to expressly assume this Agreement and agree to be bound by its terms. This Agreement shall be binding upon the parties and their respective successors and assigns. Following any assignment, the assigning party shall give prompt notice thereof to the other party and shall not be liable for obligations under this Agreement that accrue on or after the date of the assignment.

16. **Representations and Warranties**. Each Party represents and warrants to the other that (i) the person entering into this Agreement on its behalf has the legal right and authority to execute, enter into and bind such Party to the commitments and obligations set forth herein and (ii) it has the right to enter into this Agreement and to grant the rights granted hereunder. In the event this Agreement is terminated for a breach of these representations and warranties, Customer shall reimburse Company for the time and materials of all work performed at the Property, up to the termination date. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS WARRANT THAT THE SERVICES WILL PROVIDE UNINTERRUPTED USE, OPERATE WITHOUT DELAY OR ERROR, OR BE TRANSMITTED IN UNCORRUPTED FORM. ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED AND EXCLUDED UNLESS OTHERWISE PROHIBITED OR RESTRICTED BY APPLICABLE LAW.
17. **Miscellaneous Provisions**
- (a) **Subcontractors**. Company may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that Company shall in all cases remain responsible for all its obligations under this Agreement. Under no circumstances shall Customer be responsible for making any payments directly to any subcontractor engaged by Company.
- (b) **Insurance**. Company shall maintain workers' compensation insurance with statutory limits and commercial general and automobile liability insurance. The limits of such liability insurance shall be no less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate, and automobile liability limits no less than One Million Dollars (\$1,000,000) per accident and in the aggregate. Upon request, Company will provide Customer with a certificate evidencing such insurance.
- (c) **Force Majeure**. Neither Party shall be liable for its performance delay or failure due to circumstances beyond its reasonable control, including but not limited to, failure of equipment or facilities not owned or controlled by a Party (for example, utility service), denial of access to facilities or rights-of-way essential to serving the Property, natural catastrophes, and government order or regulation.
- (d) **Applicable Law**. This Agreement shall be governed and construed in accordance with applicable federal laws and regulations and by the laws of the jurisdiction in which the Property are located, without regard to its choice of law principles.
- (e) **Invalidity**. If any provision of this Agreement is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired.
- (f) **Notices**. All notices, demands, requests or other communications given under this Agreement shall be in writing and be given by personal delivery, registered or certified mail, return receipt requested, or nationally recognized overnight courier service to the other Party's address set forth in the Service Order or as may subsequently in writing be requested.

(g) Commercial Space. In addition to the residential units, the Property contains commercial space that is not otherwise governed by this Agreement (the "Commercial Space"). The Customer hereby grants the Company the right, at Company's sole option and expense, 1) to provide services within the Commercial Space and 2) to install, maintain, operate, repair, and replace any Company-installed wiring in the Commercial Space as may be necessary or useful for distributing the services to users in the Commercial Space desiring such services. No other terms contained in this Agreement, including the Service Order or any Attachments, apply to Company's provision of services to the Commercial Space. Other than as set forth in this paragraph, all terms, conditions, charges and fees for the Services provided to users in the Commercial Space shall be as provided in separate agreements between Company or a parent, subsidiary or affiliate of the Company and users in the Commercial Space desiring the Services.

SCOPE OF WORK

1. Installation or Upgrade of the System. The following tables set forth the responsibilities of the parties with respect to installation of, or upgrade to, the components making up the System. Each party agrees that work performed by it shall be done in a good and workmanlike manner, in accordance with industry standards, local codes, and applicable law. Each Party is responsible for obtaining necessary permits for the work it performs hereunder. The Parties agree to reasonably cooperate regarding their construction and installation schedules. Customer agrees to comply with Company specifications regarding Customer’s installation (if any) of any portions of the System. In the event Company determines that any wiring installed by Customer has not been installed in accordance with Company’s specifications, Company shall not be required to continue its installation work or provide the Services until Customer’s wiring is installed in accordance with its specifications.

	Company Pays For /Provides	Company Installs /Performs	Customer Pays For /Provides	Customer Installs /Performs
Inside Wiring				
Home Run Wiring - Conduit/Microduct (pull string)			x	x
Home Run Wiring - CAT6 Data Cabling - Demarcation Point to first splitter within Unit, as necessary	N/A	N/A		
Home Run Wiring - RG6 Coax Cabling - Demarcation Point to first splitter within Unit	x			x
Home Wiring - CAT6 Data Cabling- first splitter within Unit to Wall Outlets, as necessary	N/A	N/A		
Home Wiring - RG6 Coax Cabling - first splitter within Unit to Wall Outlets	x			x
Home Run Wiring - Tag, Termination, Testing			x	x
Home Wiring - Tag, Termination, Testing			x	x
Faceplates, Coax/Data Connectors			x	x
Unit Media Panels	N/A	N/A		
Structured Wiring Blocks/Modules			x	x
Data Jumpers in MDF/IDF	x	x		
Demarcation Point Set Up	Company Pays For /Provides	Company Installs /Performs	Customer Pays For /Provides	Customer Installs /Performs
Plywood			x	x
Grounding / Ground Bar			x	x
Attach to Ground	x			
Electricity			x	x
Structure Wiring Blocks/Modules			x	x
Network Electronics	x	x		
Data Racks	N/A			
HVAC - MDF	N/A			
Ventilated Doors - Indoor IDF	N/A			
HVAC Outdoor IDF cabinet	N/A			

	Company Pays For /Provides	Company Installs /Performs	Customer Pays For /Provides	Customer Installs /Performs
Network Electronics				
Access Points	N/A			
Core Electronics	N/A			

2. Underground Facilities; Trenches. Prior to Company’s installation work, Customer shall provide to Company any plans it has locating underground facilities existing on the Property. Customer shall give Company at least 20 days’ notice of the opening of utility trenches on the Property so that Company may, at its option, install its Distribution System in the common utility trenches.

GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated 6/1/2026, is made by and between Comcast Cable Communications Management, LLC, with an address of 8000 E. Iliff Avenue, Denver, CO 80231, its successors and assigns, hereinafter referred to as "Grantee" and Town of Grand Lake, with an address of 1026 Park Ave, Grand Lake, CO 80447, its successors and assigns, hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to an Xfinity Communities Service Agreement dated 6/1/2026 (the "Agreement"), pursuant to which the Grantee provides certain services described in the Agreement to the Property described below.

In consideration of One Dollar (\$1.00), the Grantor(s), owner(s) of the property described below, hereby grant(s) to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Distribution System") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Property") located at 1128 Park Ave, Grand Lake in County, CO, described as follows:

LEGAL DESCRIPTION:

(See Attached)

The Easement area shall be limited to a ten (10) foot wide strip centered on each part of the Distribution System and those portions of the Property necessary for ingress and egress to the Distribution System for the purposes set forth in the Agreement. The Grantor(s) agree(s) for itself and its heirs and assigns that the Distribution System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Distribution System and shall have free access to said Distribution System and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on the Property, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for so long as the Grantee, its successors or assigns provides broadband service to the Property.

[signatures appear on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR

WITNESS/ATTEST:

Town of Grand Lake

Name: _____

By: _____

Name: Steve Kudron

Title:

GRANTEE

WITNESS/ATTEST:

Comcast Cable Communications Management, LLC

Name: _____

By: _____

Name: Steven Hansen

Title: VP Business Development

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____, the _____ of Town of Grand Lake, on behalf of said entity. He/she is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

(Print Name) Notary Public

My commission expires: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by Steven Hansen, the VP Business Development of Comcast Cable Communications Management, LLC, on behalf of said entity. He/she is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

(Print Name) Notary Public

My Commission expires: _____

LEGAL DESCRIPTION

Lots 1-4, Block 3, Grand Lake Subdivision
Town of Grand Lake, County of Grand, State of Colorado

GRANT OF EASEMENT

PARTIES AND RECITALS

This Grant of Easement (this “Easement”) dated June 1, 2026, is made by and between:

GRANTOR: Town of Grand Lake, a Colorado statutory municipality, with an address of 1026 Park Ave, PO Box 99, Grand Lake, CO 80447, its successors and assigns, hereinafter referred to as “Grantor.”

GRANTEE: Comcast Cable Communications Management, LLC, with an address of 8000 E. Iliff Avenue, Denver, CO 80231, its successors and assigns, hereinafter referred to as “Grantee.”

The Grantor and the Grantee are parties to an Xfinity Communities Service Agreement dated June 1, 2026 (the “Agreement”), pursuant to which the Grantee provides certain broadband communications services described in the Agreement to the Property described below.

GRANT OF EASEMENT

In consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor(s), owner(s) of the property described below, hereby grant(s) to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the “Distribution System”) consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the “Property”) located at 1128 Park Ave, Grand Lake, County of Grand, State of Colorado, more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

EASEMENT AREA AND CONDITIONS

The Easement area shall be limited to a ten (10) foot wide strip centered on each part of the Distribution System and those portions of the Property necessary for ingress and egress to the Distribution System for the purposes set forth in the Agreement.

The Grantor(s) agree(s) for itself and its heirs and assigns that the Distribution System on the Property shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee.

The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Distribution System and shall have free access to said Distribution System and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on the Property, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical.

This Easement shall run with the land for so long as the Grantee, its successors or assigns provides broadband service to the Property.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR

Town of Grand Lake

By: _____

Name: Christina Bergquist

Title: Mayor

GRANTEE

Comcast Cable Communications Management, LLC

By: _____

Name: Steven Hansen

Title: VP Business Development

WITNESS/ATTEST:

Name: _____

WITNESS/ATTEST:

Name: _____

NOTARY ACKNOWLEDGMENT – GRANTOR

STATE OF COLORADO)
) ss.
COUNTY OF GRAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by Steve Kudron, Town Manager of the Town of Grand Lake, on behalf of said municipality. He/she is personally known to me or has presented _____ (type of identification) as identification and did / did not take an oath.

Witness my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

NOTARY ACKNOWLEDGMENT – GRANTEE

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by Steven Hansen, VP Business Development of Comcast Cable Communications Management, LLC, on behalf of said entity. He/she is personally known to me or has presented _____ (type of identification) as identification and did / did not take an oath.

Witness my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

LEGAL DESCRIPTION

Lots 1-4, Block 3, Grand Lake Subdivision
Town of Grand Lake, County of Grand, State of Colorado

The above-described property is located at 1128 Park Ave, Grand Lake, Colorado 80447, and is the same property known as Space to Create Grand Lake.



TO Mayor and Board of Trustees

FROM Steve Kudron, Town Manager

DATE June 22, 2026

ACTION TYPE: Action Requested Information Only

RE: Disposition of Town-Owned Avention Aventure.2 eBike — Transfer to Volunteer Dark Sky Lighting Inventory Consultant

Background

In June 2024, then-Community Development Director Kimberly White placed an order with Avention Bikes (Order No. SH-AVN-336602) for an Aventure.2 Step-Through eBike and accessories at a total purchase price of \$2,568.76 (net of sales tax, pending Finance confirmation of the tax refund). The purchase was funded in whole or in part by a grant; the specific grant source has not yet been identified in Town records despite a search of the S:\Planner network drive and related files conducted in June 2026.

The eBike has remained in the Town’s physical custody since delivery in July–August 2024. Ms. White separated from Town employment in October 2024 and has since engaged with the Town as an independent volunteer consultant.

In early 2026, Ms. White volunteered her time to complete a comprehensive lighting inventory of Town-owned properties in support of the Town’s application for DarkSky International Dark Sky Community designation. The inventory was completed in May 2026 and documents approximately 150+ individual fixtures across 14 Town-owned sites, including photographic documentation, fixture identification, color temperature measurement, and DarkSky-aligned improvement recommendations. This inventory constitutes a foundational deliverable required for the DarkSky Community application.

Proposed Disposition

Staff recommends the Board take the following actions:

1. Declare the Avention Aventure.2 Step-Through eBike and all associated accessories surplus property pursuant to C.R.S. § 31-15-713.
2. Authorize transfer of the surplus eBike and accessories to Kimberly White in recognition of her volunteer services completing the Town’s Dark Sky lighting inventory, with the Town to receive \$50.00 from Ms. White as payment for the bike, contingent on confirmation that applicable grant terms permit the disposition.
3. Direct the Town Manager to execute a written transfer agreement with Ms. White documenting the fair market value of the transferred property, the \$50.00 payment received by the Town, and all applicable terms, and to issue IRS Form 1099-NEC as required.

Grant Documentation — Outstanding Issue

The eBike was purchased using what is believed to be grant funds; however, the specific grant source, award number, and associated terms and conditions have not been located in Town records. The S:\Planner network drive was searched in June 2026 with no responsive documents found. This remains an outstanding issue.

Before the transfer is executed, staff will continue efforts to identify the grant source, including:

- Searching Town Finance and Accounting records for the 2024 purchase order (Order No. SH-AVN-336602)
- Reviewing Board of Trustees meeting minutes from January–August 2024 for any grant acceptance resolutions
- Checking Colorado state grant portals: DOLA, GOCO, CDOT, and OEDIT
- Contacting Ms. White directly, as the person who placed the order, to identify the grant source

Board authorization at this meeting is requested in principle. The actual transfer will not be executed until grant compliance is confirmed. If grant terms prohibit in-kind transfer or require return of proceeds, staff will return to the Board with alternative options.

Legal and Procedural Framework

The proposed disposition is structured to satisfy the requirements of Colorado law:

- Surplus declaration and Board authorization are required under C.R.S. § 31-15-713 and Town municipal code. This staff report and the accompanying motion provide that authorization.
- The Colorado Constitution’s prohibition on gifts of public funds (Art. XI, § 2) requires that any transfer of public property be for adequate consideration. The Town will receive \$50.00 from Ms. White as payment for the bike. Staff and the Town Attorney should assess whether this constitutes adequate consideration given the eBike’s estimated fair market value (\$1,250–\$1,750) and the value of the volunteer lighting inventory services provided, and whether the overall arrangement is structured to withstand scrutiny.
- Because Ms. White left Town employment in October 2024 and is engaged here as an independent third party, the primary Colorado Governmental Ethics Act constraints applicable to current employees (C.R.S. § 24-18-109) are substantially reduced. Staff recommends the Town Attorney review the transfer arrangement before execution.
- IRS Form 1099-NEC must be issued to Ms. White for the fair market value of property received as compensation for services if the total meets the reporting threshold.

Fiscal Note

Item	Amount	Note
Aventon Aventure.2 eBike + accessories (surplus transfer)	~\$1,250–\$1,750 FMV	Existing Town asset
Payment received from Ms. White for bike	\$50.00	Town revenue
Net cash outlay to Town	\$0.00	—

There is no cash expenditure to the Town. The Town will receive \$50.00 from Ms. White as payment for the surplus eBike. Transfer of the surplus eBike will remove the asset from Town property records. No capital expenditure is authorized by this action.

Staff Recommendation

Staff recommends the Board of Trustees:

1. Declare the Aventon Aventure.2 Step-Through eBike and all associated accessories surplus property.
2. Authorize transfer of the surplus eBike and accessories to Kimberly White in recognition of her volunteer Dark Sky lighting inventory services, with the Town to receive \$50.00 from Ms. White as payment for the bike, contingent on confirmation that applicable grant terms permit the disposition.
3. Direct the Town Manager to obtain Town Attorney review of the transfer arrangement prior to execution, confirm grant compliance, and execute a written transfer agreement and required IRS reporting.

Suggested Motion

“I move to declare the Town-owned Aventon Aventure.2 Step-Through eBike and accessories surplus property, to authorize transfer of said property to Kimberly White in recognition of her volunteer Dark Sky lighting inventory services, with the Town to receive \$50.00 from Ms. White as payment for the bike, contingent on confirmation of grant compliance, and to direct the Town Manager to take all necessary steps to complete the transfer in accordance with applicable law.”

05/2026
1026 Park Ave
Town Hall and Community House


for map: <https://earth.google.com/web/>
Then, File, Open local KMZ file.




#1

	1 fixture 1 lamp/fixture 3000K
	Use: Front entry light
	Suggested Improvement: L


#2a-b

	2 fixtures 1 lamp/fixture 3000K
	Use: Area Parking Lot
	Suggested Improvement: L


#3

	1 fixture 1 lamp/fixture 4800K
	Use: Side entry light
	Suggested Improvement: Replace with wall pack, K, L, AC


#4

	1 fixture 1 lamp/fixture 3000K
	Use: Emergency Exit
	Suggested Improvement: L, AC

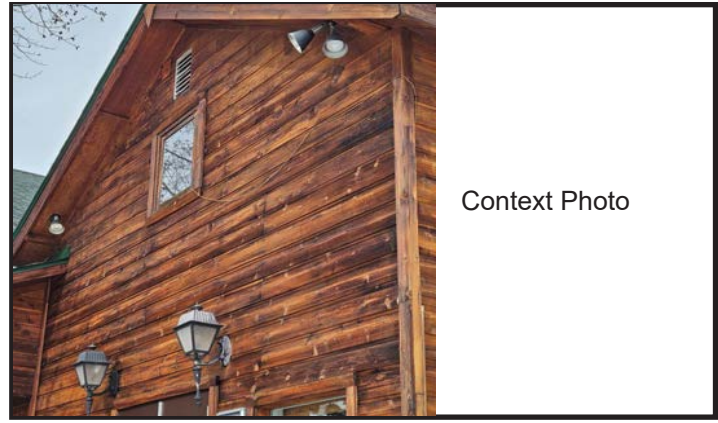
#5

	1 fixture 1 lamp/fixture 3000K
	Use: Area Safety Play-ground
	Suggested Improvement: L, SS, AC

#6a-g

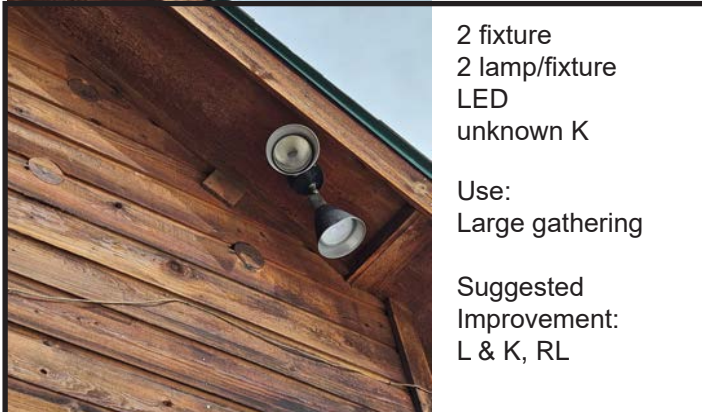
	7 fixture 1 lamp/fixture K undetectable
	Use: Decoration and area lighting
	Suggested Improvement: none

05-02-2026
 1026 Park Ave
 Town Hall and Community House



Context Photo

#7 - W side soffet

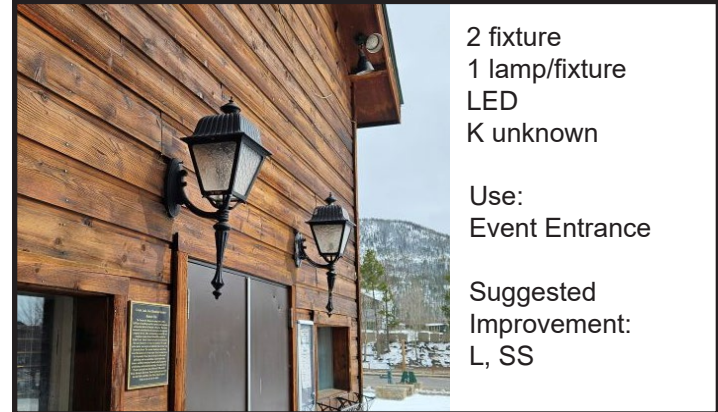


2 fixture
 2 lamp/fixture
 LED
 unknown K

Use:
 Large gathering

Suggested
 Improvement:
 L & K, RL

#8a-b

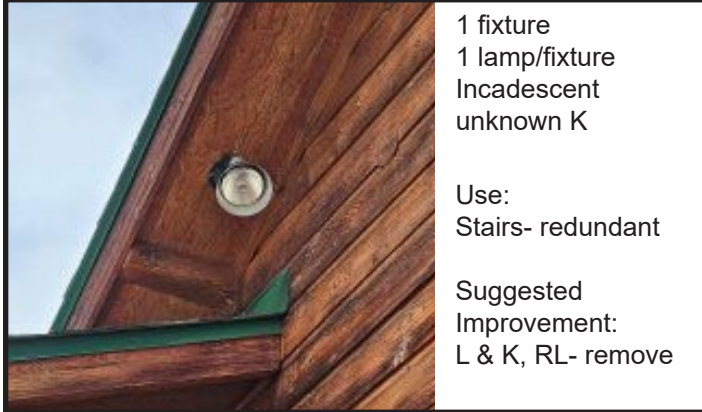


2 fixture
 1 lamp/fixture
 LED
 K unknown

Use:
 Event Entrance

Suggested
 Improvement:
 L, SS

#9 W side soffet



1 fixture
 1 lamp/fixture
 Incadescent
 unknown K

Use:
 Stairs- redundant

Suggested
 Improvement:
 L & K, RL- remove

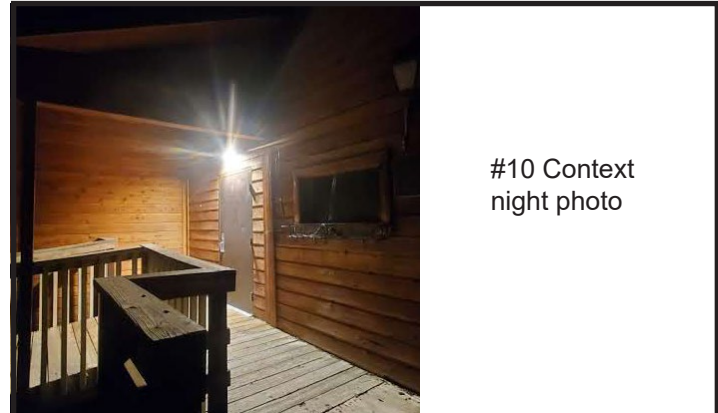
#10 W side exit



1 fixture
 1 lamp/fixture
 LED
 3000K

Use:
 Exit light

Suggested
 Improvement:
 L & K, AC



#10 Context
 night photo

05-02-2026
 316 Garfield St.
 Town Park/ Library Restroom Building



#11a-d west side

	4 fixture 2 lamp/fixture Wall sconce 2700K
	Use: Safety-Entry
	Suggested Improvement: L, SS

#12 W side soffet

	2 fixture 2 lamp/fixture Flood Halogen Unknown K
	Use: Emergency- Entry
	Suggested Improvement: L & K

#13 W side soffet

	2 fixture 2 lamp/fixture Flood Halogen Unknown K
	Use: Emergency-Entry
	Suggested Improvement: L & K

#14a-n

	14 fixture 1 lamp/fixture Recessed LED 3000 K
	Use: Pathway Safety
	Suggested Improvement: K, AC

#15,18 E side soffet

	2 fixture 1 lamp/fixture Flood LED 3000K
	Use: Emergency-restroom
	Suggested Improvement: L


#16 (a-e)

	5 fixture 1 lamp/fixture Wall sconce LED 2960K
	Use: Restroom Safety
	Suggested Improvement: L, SS, AC

05-02-2026
1023 Park
Town Park and Gazebo



#19




1 fixture
1 lamp/fixture
unknown K
LED uplight

Use:
Library Flag

Suggested Improvement:
replace with down-light

#20



1 String Light
LED
2500K


Use:
SW corner cover

Suggested Improvement:
AC



Context photo

#21




2 fixture
1 lamp/fixture
Halogen
3000K

Use:
Emergency

Suggested Improvement:
L & K, RL

#22a-b



2 string lights
LED
NA K

Use:
Decoration

Suggested Improvement:
L, AC

05-02-2026
 1023 Grand Ave
 Town Park

23a-c



3 fixtures
 1 lamp/fixture
 LED
 K undetectable

Use:
 Solar flag light

Suggested
 Improvement: no

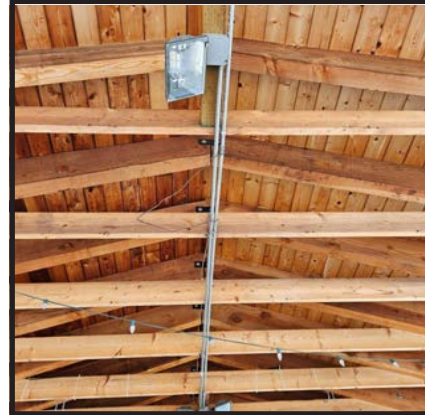
05-02-2026
 1023 Grand Ave.
 Heckert Pavillion



#24a-c



Context photo at
 night

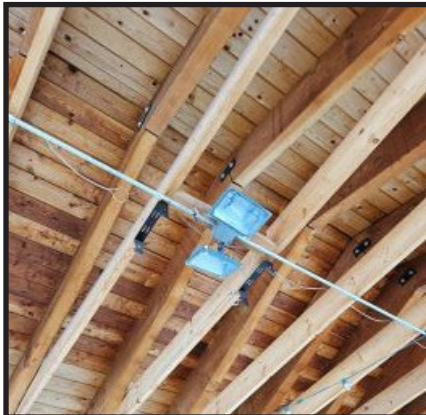


3 fixtures
 1 lamp/fixture
 Halogen
 unknown K

Use:
 Seating area

Suggested
 Improvement:
 L&K, RL

#25

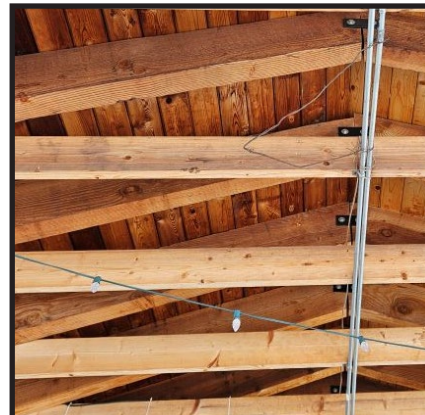


1 fixture
 1 lamp/fixture
 Halogen
 unknown K

Use:
 Seating area

Suggested
 Improvement:
 L & K, RL

#26



1 string lights
 LED
 2700 K

Use:
 Decoration

Suggested
 Improvement:
 AC

05-02-2026
 315 Pitkin Ave.
 Well House (28-29)
 Grand Arts Bldg (27 a-d)
 Park Side Restrooms (27 e-f)

#28, 29 W. wel house



1 fixture
 1 lamp/fixture
 Incadescent, CF
 unknown K

Use:
 Front entry light

Suggested
 Improvement:
 remove both, install
 1 Wall Pack

#27a-d W. Arts Bldg



4 fixture
 1 lamp/fixture
 Incadescent
 unknown K

Use:
 Front entry light

Suggested
 Improvement:
 Remove all 4,
 replace with 3 wall
 packs

#27e-f S. Restroom



2 fixture
 1 lamp/fixture
 Incadescent
 unkonwn K

Use:
 Front entry light

Suggested
 Improvement:
 Remove 2, replace
 with 1 wall pack

05-02-2026
 1023 Grand Ave
 Continental Divide Trail Info Building

#30 N. CDT



1 fixture
 1 lamp/fixture
 Incadescent
 3000K

Use:
 N. entry light

Suggested
 Improvement:
 AC

31a-c N. & W. CDT



2 fixture
 1 lamp/fixture
 LED
 unknown K

Use:
 Entry light

Suggested
 Improvement:
 AC

05-02-2026
 1101 Lake Ave
 Lakefront Park (LP)
 lights #27-31



night and day context photo



#32 N. side



1 fixture
 1 lamp/fixture
 LED
 2700K

Use:
 Security

Suggested Improvement:
 RL, AC

#33 S. side



1 fixture
 1 lamp/fixture
 LED
 2700K

Use:
 Security

Suggested Improvement:
 RL, AC

#34a-d S. side



4 recessed fixture
 1 lamp/fixture
 LED
 2858 K

Use:
 Entry light

Suggested Improvement:
 AC, clean lens

#35 S. side



1 flood fixture
 1 lamp/fixture
 LED
 unknown K

Use:
 Emergency

Suggested Improvement:
 L & K, SS

#36



1 String lights
 LED
 NA K

Use:
 Decoration

Suggested Improvement:
 AC

#37



1 String lights
 LED
 NA K

Use:
 Decoration

Suggested Improvement:
 AC

05-02-2026
 1030 Lake Ave.
 Marina



#38



2 flood fixture
 1 lamp/fixture
 LED
 2850K

Use:
 Security

Suggested
 Improvement:
 SS

#39



1 String light
 LED
 NA K

Use:
 Decoration

Suggested
 Improvement:
 AC

#40



Night view of
 security (motion
 sensor and string
 light.



2 fixtures
 1 lamp/fixture
 LED
 Unknown K

Use:
 Front entry light

Suggested
 Improvement:
 L & K, SS, AC, RL

05-02-2026
 Lake Ave
 Lakefront Boardwalk



#41a-g



7 fixture
 1 lamp/fixture
 LED
 2750K

Use:
 Boardwalk Safety

Suggested
 Improvement:
 AC



Day and Night
 images of bollards



#42a-h



8 fixture
 1 lamp/fixture
 LED
 2700K

Use:
 Road/walk Safety

Suggested
 Improvement:
 AC



Day images of lamp
 posts and bollards

05-02-2026
 407 Pitkin St.
 Lakefront Bollards
 #43 a-u

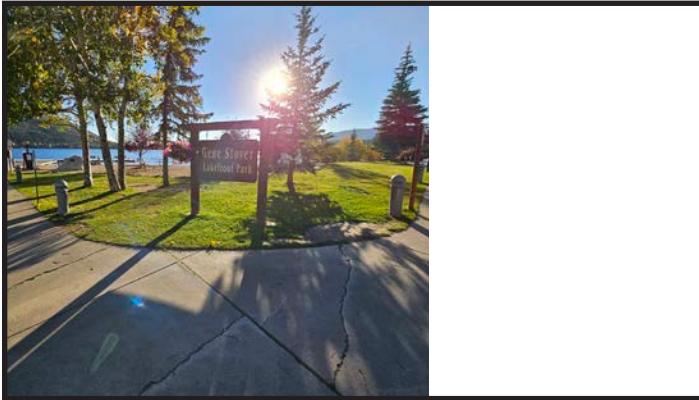


21 fixture
 1 lamp/fixture
 LED
 4000K
 Use:
 Pathway lighting

Suggested
 Improvement:
 AC and K or
 install a yellow lens

#43 a-h

#43 h-k



#43 l-o

#43 o-u



night
 image

05-02-2026
 301 Marina Dr.
 Grand Lake Center



#44 a-b

	2 fixture 1 lamp/fixture LED unknown K
	Use: Safety
	Suggested Improvement: Replace

#45

	1 fixture 1 lamp/fixture LED unknown K
	Use: Safety
	Suggested Improvement: Replace

#46 a-c

	1 fixture 1 lamp/fixture LED unknown K
	Use: Sign and Walk
	Suggested Improvement: AC

#47 a-c

	fixture 1 lamp/fixture LED unknown K
	Use: Front entry light
	Suggested Improvement: AC

#48

	String lights LED K undetectable
	Use: decoration
	Suggested Improvement: AC

#49

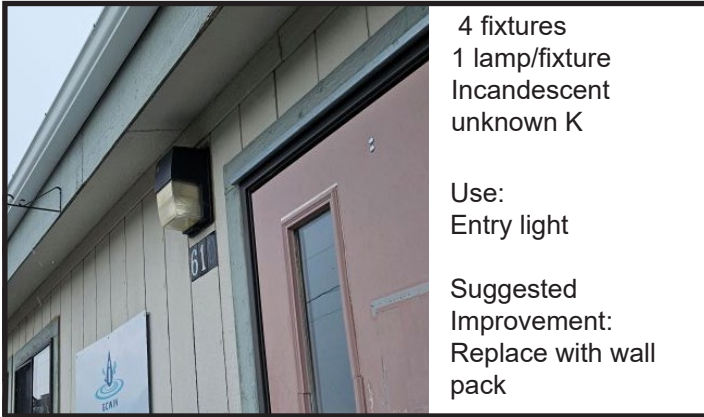
	1 fixture flag light LED K undetectable
	Use: Flag
	Suggested Improvement: none

05-02-2026
 610 Center Dr.
 Modulars
 50 a-g



Context photo- front

#50a-d W. side



4 fixtures
 1 lamp/fixture
 Incandescent
 unknown K

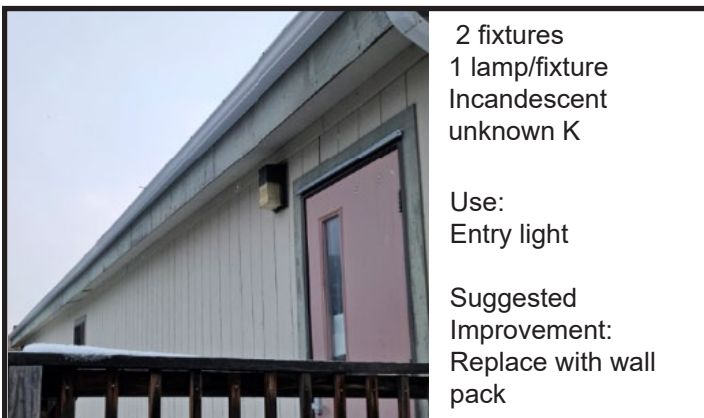
Use:
 Entry light

Suggested
 Improvement:
 Replace with wall
 pack



Context photo- back

#50e-f E. side



2 fixtures
 1 lamp/fixture
 Incandescent
 unknown K

Use:
 Entry light

Suggested
 Improvement:
 Replace with wall
 pack

#50g E. side




1 fixtures
 1 lamp/fixture
 Incandescent
 unknown K

Use:
 Entry light

Suggested
 Improvement:
 Replace with wall
 pack

05-02-2026
 Park Ave
 Right of Way


#51 a-k



16 fixture
 1 lamp/fixture
 LED
 2700K

Use:
 Walkway Street


Suggested Improvement:
 none



Context Photo- Park Ave.

#52 a-b

05-02-2026
 Grand Ave
 Veterans Memorial Park signs and Flag
 Town Entry Sign



2 fixture
 1 lamp/fixture
 LED
 4000K

Use:
 Wayfinding

Suggested Improvement: K

Night Context Photo and close-up

#54 Memorial flag



1 fixture
 1 lamp/fixture
 LED
 Undetectable K

Use:
 Flag

Suggested Improvement:
 none

#55 a-b Town Entrance



2 fixture
 1 lamp/fixture
 Fluorescent tube
 4000 K

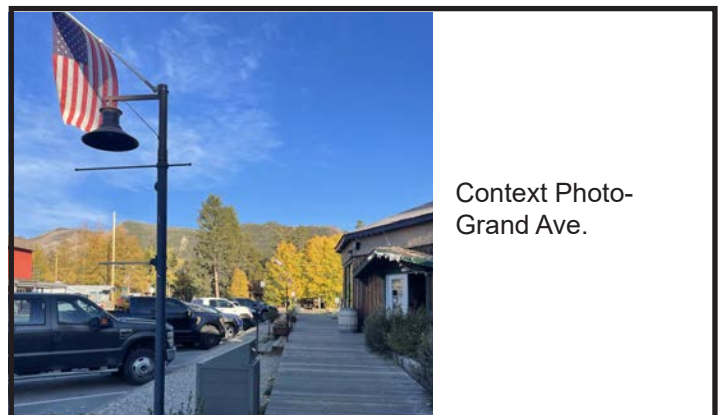
Use:
 Town Entry Marquee

Suggested Improvement:
 L, K, RL or replace with #52 fixture style

05-02-2026

Grand Ave and 1026 Park Ave. Parking lot

#53 a-dd



RECORD OF VOLUNTEER PROFESSIONAL SERVICES

To: Town of Grand Lake, Colorado

From: Kim White

Invoice Date: June 1, 2026

Project: Dark Sky Community Application Support

Services Provided

- Field inventory of outdoor lighting assets
- Documentation of lighting types, locations, and conditions
- Data organization and reporting
- Coordination with Town staff regarding inventory findings
- Preparation of supporting materials for application submission

Service Detail

Date	Hours	Description
Apr 25, 2026	3	Lighting inventory and documentation
May 1, 2026	2	Field verification and data collection
May 10, 2026	10	Inventory mapping and .kmz file creation
May 16, 2026	2	Supplemental data collection
May 17, 2026	2	Site review and documentation
May 29, 2026	2	Inventory verification
May 30, 2026	4	Final data compilation and delivery

Service Value Summary

Total Hours: 25

Standard Professional Rate: \$125.00/hour

Estimated Service Value: \$3,125.00

Acknowledgment of Volunteer Professional Expertise

The services described above were provided in support of the Town of Grand Lake's Dark Sky Community application efforts. The estimated service value is included solely for documentation and recordkeeping purposes and does not represent an amount due.

The services were provided on a voluntary basis and were not contingent upon receipt of compensation.

Amount Due: \$0.00

Thank you for the opportunity to contribute to the Town of Grand Lake's Dark Sky Community application efforts.

Submitted by: Kim White