



Board of Trustees Workshop and Meeting Agenda

Monday, August 10, 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/85722143415>



You can also dial in using your phone.

United States: 719-359-4580

Meeting ID: 857 2214 3415

Work Session 4:30 p.m.

2. Call to Order
3. Roll Call
4. Conflicts of Interest
5. Items of Discussion
 - A. Headwaters Marina Boat Tour

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. August 10, 2026

14. Public Comments (Limited to 3 Minutes)

15. Consent Agenda

A. Meeting Minutes

June 22, 2026

July 13, 2026

B. Accounts Payable

August 10, 2026

16. Items of Discussion

- A. Consideration of Approval of a Memorandum of Understanding with the Grand County Housing Authority and Resolution No. 25-2026 — Property Management Services for the Space to Create Property
- B. Consideration of Approval of Resolution No. 73-2026 — Authorization to Open Operating Bank Accounts for the Residences at Space to Create Grand Lake
- C. Consideration of Approval of Resolution No. 74-2026 — A Resolution Approving a Contract with the Colorado Department of Transportation (CDOT) for the 034A Grand Lake Study, Traffic Calming Feasibility at US 34 and Portal Road
- D. Consideration of Approval of a Contract with SALT Workshop for Fabrication and Completion of the Town Square Park Marquee Signage
- E. Consideration of Approval of a Special Event Permit Application and Resolution No. 72-2026 — Grand Lake U.S. Constitution Week, September 14–20, 2026
- F. Consideration of Appointment of Town Attorney — Interviews and Selection Following RFP Process
- G. Consideration of Approval of Ordinance No. 04-2026, An Ordinance Amending Section 4-3-33(A) of the Municipal Code to Require Payment of Building and Construction Use Tax Prior to Building Permit Issuance
- H. Consideration of Approval of Ordinance No. 05-2026, An Ordinance Amending Section 7-6-12(E) of the Municipal Code to Require Screening of Residential Refuse Containers
- I. Consideration of Approval of Ordinance No. 06-2026, An Ordinance Amending Section 12-2-31(B)4(a)1.(ii)1. to Allow Electronic Submission of Nightly Rental Complaints

- J. Consideration of Approval of Ordinance No. 07-2026, An Ordinance Amending Section 12-2-31(B)4.(b)8.(iv) Regarding Compliance with Nightly Rental Occupancy Limits
- K. Consideration of Approval of Ordinance No. 08-2026, An Ordinance Repealing the Adjoining-Owner Notification Requirement Following Approval of a Nightly Rental Conditional Use Permit
- L. Consideration of Approval of Ordinance No. 09-2026, An Ordinance Repealing the Nightly Rental Notice Trigger for Complaints
- M. Consideration of Approval of Ordinance No. 10-2026, An Ordinance Prohibiting Transfer of a Nightly Rental License Upon Sale of the Property
- N. Consideration of Approval of Emergency Ordinance No. 12-2026 — Imposing a Temporary Moratorium on the Placement, Storage, or Use of Shipping Containers and Similar Prefabricated Metal Containers in the Town of Grand Lake

17. Future Items for Consideration

18. Adjourn Meeting



TOWN OF GRAND LAKE

MANAGER REPORT

TO

**Mayor Bergquist, Trustees and the
Community of Grand Lake**

FROM

Steve Kudron, Town Manager

DATE

August 10, 2026

RE: Board Update — August 10, 2026

Mayor Bergquist, Trustees and the Community of Grand Lake:

Manager's reports are usually confined to sharing progress on projects, notable events, and a summary of the regular activities that are indicative of the diversity, enthusiasm and authentic joy that comes from living in the most beautiful place on earth. The Town is making monumental strides in making changes that attack the problems of housing, transportation and the economy in a little town of 400 or so that welcome 2 million visitors a year. This is real progress – this is change that helps every person that lives in the community. That is something that isn't about tourism and events – it's about the people of the community.

Yet here we are – taking a real disappointment on both sides with the decision by Skijoring and turning it into a platform where misinformation, blame and ultimately personal attacks on my staff and members of this Board prevail.

Let me be perfectly clear – the Town will vigorously defend our staff against these petty false and salacious attacks. Inuendo and questions behind a mask of 'investigation' is nothing more than the actions of weak, insecure and cowardly individuals.

My entire staff is professional, well trained and capable of the duties and tasks they perform. The Public Works department is one of only a handful of municipalities in the state where every employee is CDOT certified. They know what they are doing. The Town's administrative staff is top notch. They may not give everyone the answer they want to hear, but the direction is clear and concise. As the Town continues to grow, so does this staff. I am proud of the work they do, and I would encourage the community to do the same.

The Board of Trustees is tasked with making financial and strategic decisions for the Town. Consisting of Mayor and six Trustees, the majority of the Board leads the decision of that Board. These choices are subject to change and as a community, we should be grateful for the careful consideration given to important issues – even if it means revisiting them. The Town's finances are solid and fiscally sound. We maintain strong reserves because as a tourist driven Town, the risk of an unexpected downturn is more volatile than in other industries.

I am as sorry as everyone else that a solution wasn't found to keep the Grand Lake Skijor in Town. The disappointment doesn't allow the topic to be hijacked by lies and misleading statements designed to inflict pain through the bullying of others online. Let's be better than that.

Respectfully

Steve



GRAND LAKE BOARD OF TRUSTEES MEETING MINUTES

Monday, June 22, 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*

7. Call to Order

Mayor Bergquist called the Board of Trustees meeting to order at 6:00 P.M. in the Town Hall Board Room.

8. Pledge of Allegiance

Mayor Bergquist led the Pledge of Allegiance.

9. Announcements

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

10. Roll Call

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

11. Conflicts of Interest

None.

12. Mayor's Report

Mayor Bergquist provided a brief community update, reminding residents to be aware of increased bear activity during the summer months. She noted that summer tourism brings increased traffic and encourages everyone to remain patient and welcoming toward visitors. Mayor Bergquist also expressed her excitement in welcoming two new Trustees to the Board.

13. Manager's Report

A. June 22, 2026

Finance

Manager Kudron reported that the OpenGov conversion has proceeded very smoothly, with a blackout week the week of June 15 during which accounts payable processing was reduced. 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 on July 13, 2026. April revenue was up 31% year over year, reflecting a town revenue increase of more than 5%, with strong May revenue anticipated. Budget discussions will begin the second week of August.

Code Enforcement

Manager Kudron noted that trash issues are increasing, and that trash attracts bears, making community cooperation essential. Permit enforcement remains active, and short-term rental (STR) license compliance is very good. Staff is considering integrating STR management and code enforcement into OpenGov when the iWorks system ends in December 2026, with further details to be provided during budget discussions.

Planning

No Planning Commission meeting was held on June 17, 2026. The 900 Grand project has been submitted for final permitting and will be on the July 30, 2026, agenda.

Public Works

Primary striping has been completed, with additional striping continuing through the week. Public Works also completed the asset inventory for the 2026 town valuation as part of the budget process.

Grand Lake Center

The Colorado Health Inspection passed with flying colors for the Summer Camp program. Continental Divide Trail (CDT) hikers are beginning to arrive in Grand Lake.

Marketing & Events

Staff attended the GCCTB Economic Summit (state demographer, Madden Media, Scenic Byways), CDT events in Winter Park including the Trails Day community hike and the Dark Sky event, and a crisis communications workshop in Denver with the CTO and Rockford Gray PR. Staff gave presentations to the Rotary Club (June 10) and the GCCTB Board (June 18), and met with GCCTB/Madden Media, Lupine, Pixel and Pine, the CDT Coalition, and Grand County Scenic Byways. Media coverage included the Denver Post, Denver Gazette, Out There Colorado, and MSN.com. A guidebook has been ordered, with a digital copy published on GGL.com. Summer events were submitted to the CTO Passport and America 250 calendars, and a CTO crew will visit in July to film a promotional video for the social media co-op.

Intergovernmental

The new recycling center is now open Saturdays from 9:00 a.m. to 12:00 p.m., and the early opening has been very successful. The Town is working with the Lift on special July 4th service to Grand Lake. Grand Lake received the Energy Impact Award. The Town continues to work with Grand Lake Fire on the wildfire plan, and staff has submitted a draft policy to the Fire Chief for review.

Marina

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

Water

No changes to operations were reported. Sarah Clements recently completed the USFS Wildland Decision Support Systems setup for the Town; data collected last year has been integrated into the system.

Space to Create

Final inspections have passed at the town and county level, with the state manufactured home inspection anticipated the week of the 22nd. Second-round interviews are scheduled for July 10; there are currently five qualified applicants.

Updates & Upcoming

Upcoming events include the Board of Trustees Annual Retreat (June 30–July 2, 2026) and the July 4th fireworks, thirty minutes past sunset. Additional event information, including Rocky Mountain Folk School classes, is available on the Town's website.

The next Board meeting is scheduled for July 13, 2026.

14. Public Comments (Limited to 3 Minutes)

Greg Finch, 2032 Grand Avenue- Mr. Finch commented on the Town marquee, asking whether it would be illuminated to improve its visibility and appearance for those driving through Town. Staff confirmed that lighting is included.

John Rourke, 1015 Mountain Avenue- Mountain Avenue, requested that second homeowners and local businesses maintain their properties by cutting weeds and keeping areas used for business operations or parking clean and orderly. Mr. Rourke noted that property maintenance enforcement is taken seriously in other communities and encouraged similar attention to property upkeep in Town.

Bradley Hilton 517 Shadow Mountain Drive- Mr. Hilton noted that he had provided comments during the previous meeting regarding the proposed guidelines and did not see those comments reflected in the meeting minutes presented for approval. He requested that the Town review the minutes and consider whether his comments should be included. Staff clarified that meeting minutes are a record of action and that public comments are typically included when they pertain to quasi-judicial matters.

David Dahman, 20 County Road 4435- Mr. Dahman introduced himself as a seasonal resident and expressed concerns regarding the Leatherwood development project after observing excavation activity on Lakeview

Avenue. He stated his belief that the project would negatively impact the Town and questioned whether it aligned with Town guidelines and approval requirements. Mr. Dahman requested additional information regarding the project's approval process, including meeting history, minutes, and related discussions. Staff advised that he may submit a CORA request through the Town's website to obtain available records. Mayor Berquist explained that the project has been ongoing for approximately two and a half years and has undergone extensive review through Planning Commission and Town Hall meetings.

15. Consent Agenda

A. Meeting Minutes- June 8, 2026

B. Accounts Payable- June 22, 2026

Trustee Schoenherr moved to approve the Production Booking Contract between the Town of Grand Lake and Troublesome Group LLC for entertainment production services for the 79th Annual Buffalo Days event scheduled for August 15, 2026, at Gene Stover Park in Grand Lake, Colorado, in the amount of \$40,000.00; authorize the Town Manager to execute the contract on behalf of the Town; and approve the June 22, 2026, Consent Agenda. Trustee Miller seconded the motion, and Town Clerk Carrell called for a vote.

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

16. Items of Discussion

A. Appointment of Two Trustees to Fill Vacant Seats on the Board of Trustees

During the 4:30 p.m. Board of Trustees workshop, the Board interviewed candidates for the vacant Trustee positions. Town Clerk Carrell collected the Trustees' votes by anonymous ballot. Following the collection and review of the ballots, Greg Finch and Dennis Mills were declared appointed to serve the remainder of the vacant terms, which expire at the next municipal election in April 2028. Mayor Bergquist administered the Oath of Office to Mr. Finch and Mr. Mills, after which they were seated as members of 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

Trustee Miller motioned to approve the special event permit application and 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. Trustee Schoenherr seconded the motion, and Town Clerk Carrell called for a vote.

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

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

Mindy Nelson, 771 County Road 464- was present on behalf of the Kevin's Outreach for Local Emergencies Fund.

Trustee Causseaux motioned to approve the special event permit application and Resolution 51-2026, a resolution setting certain fees for Kevin's Outreach for Local Emergencies Fund "Arts and Crafts Fair" event to be held July 10, 2026, through July 12, 2026. Trustee Schoenherr seconded the motion, and Town Clerk Carrell called for a vote.

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

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

Greg Finch, was present on behalf of the Rocky Mountain Classics- ACBS.

Mayor Pro-Tem Arntson motioned to approve the special event permit application and Resolution 52-2026, a resolution setting certain fees for the Rocky Mountain Classics- ACBS "The Grand Lake Boat Show" event to be held July 17, 2026, through July 18, 2026. Trustee Schoenherr seconded the motion, and Town Clerk Carrell called for a vote.

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

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

Mindy Nelson, 771 County Road 464- was present on behalf of the Kevin's Outreach for Local Emergencies Fund.

Trustee Causseaux motioned to approve the special event permit application and Resolution 53-2026, a resolution setting certain fees for Kevin's Outreach for Local Emergencies Fund "Arts and Crafts Fair" event to be held August 7, 2026, through August 9, 2026. Trustee Schoenherr seconded the motion, and Town Clerk Carrell called for a vote.

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

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

Presented by Town Treasurer, Stephanie Rhone.

Trustee Causseaux motioned to adopt Resolution 54-2026, approving the supplemental budget and appropriation for the capital improvement fund for fiscal year 2025. Trustee Schoenherr seconded the motion, and Town Clerk Carrell called for a vote.

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

G. Comprehensive Municipal Code Review — First Reading of Proposed Amendments to Chapters 4, 7, and 12

Town Code Enforcement/Permit Technician Brian Kracke presented proposed amendments to the Town Code, including requirements related to inspection reports upon the purchase of a property and the transferability of short-term rental licenses. The Board discussed the potential requirement for annual fire inspections of long-term rental properties and the possibility of implementing additional business license fees. Staff will bring the proposed amendments and related matters back before the Board for further discussion and consideration of approval.

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)

Trustee Schoenherr motioned 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. Trustee Mills seconded the motion, and Town Clerk Carrell called for a vote.

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

I. Surplus Declaration and Transfer of Town-Owned eBike to Volunteer Dark Sky Lighting Inventory Consultant — Contingent on Grant Compliance

Trustee Schoenherr moved 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. Trustee Mills seconded the motion, and Town Clerk Carrell called for a vote.

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

17. Future Items for Consideration

- Skijoring Workshop

18. EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4)(b) AND (e) TO DETERMINE THE TOWN'S POSITION ON A MATTER SUBJECT TO NEGOTIATION AND TO RECEIVE LEGAL ADVICE FROM THE TOWN ATTORNEY ON SPECIFIC LEGAL QUESTIONS ALL RELATED TO A PARCEL OF PROPERTY OWNED BY THE TOWN

Trustee Causseaux moved to enter into executive session pursuant to C.R.S. § 24-6-402(4)(b) and (e) to determine the Town's position on a matter subject to negotiation and to receive legal advice from the Town Attorney regarding specific legal questions, all related to a parcel of property owned by the Town. Trustee Miller seconded the motion. Town Clerk Carrell called for a vote, and the motion passed unanimously.

Mayor Bergquist brought the Board out of executive session and back on the record at 8:33 pm.

19. 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 8:33 PM.

(Attest)

Alayna Carrell, Town Clerk

Christina Bergquist, Mayor



GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING MINUTES

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9. Announcements

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10. Roll Call

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

11. Conflicts of Interest

None.

12. Mayor's Report

Mayor Bergquist provided a brief community update, reminding residents to be aware of increased bear activity during the summer months. She noted that summer tourism brings increased traffic and encourages everyone to remain patient and welcoming toward visitors. Mayor Bergquist also expressed her excitement in welcoming two new Trustees to the Board.

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Town and questioned whether it aligned with Town guidelines and approval requirements. Mr. Dahman requested additional information regarding the project's approval process, including meeting history, minutes, and related discussions. Staff advised that he may submit a CORA request through the Town's website to obtain available records. Mayor Berquist explained that the project has been ongoing for approximately two and a half years and has undergone extensive review through Planning Commission and Town Hall meetings.

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

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B. Consideration of Approval of a Special Event Permit Application and Resolution 50-2026 — Grand Lake Area Historical Society "Annual Meeting," July 7, 2026

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

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

Mindy Nelson, 771 County Road 464- was present on behalf of the Kevin's Outreach for Local Emergencies Fund.

Trustee Causseaux motioned to approve the special event permit application and Resolution 51-2026, a resolution setting certain fees for Kevin's Outreach for Local Emergencies Fund "Arts and Crafts Fair" event to be held July 10, 2026, through July 12, 2026. Trustee Schoenherr seconded the motion, and Town Clerk Carrell called for a vote.

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

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

Greg Finch, was present on behalf of the Rocky Mountain Classics- ACBS.

Mayor Pro-Tem Arntson motioned to approve the special event permit application and Resolution 52-2026, a resolution setting certain fees for the Rocky Mountain Classics- ACBS "The Grand Lake Boat Show" event to be held July 17, 2026, through July 18, 2026. Trustee Schoenherr seconded the motion, and Town Clerk Carrell called for a vote.

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

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

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

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

Presented by Town Treasurer, Stephanie Rhone.

Trustee Causseaux motioned to adopt Resolution 54-2026, approving the supplemental budget and appropriation for the capital improvement fund for fiscal year 2025. Trustee Schoenherr seconded the motion, and Town Clerk Carrell called for a vote.

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

G. Comprehensive Municipal Code Review — First Reading of Proposed Amendments to Chapters 4, 7, and 12

Town Code Enforcement/Permit Technician Brian Kracke presented proposed amendments to the Town Code, including requirements related to inspection reports upon the purchase of a property and the transferability of short-term rental licenses. The Board discussed the potential requirement for annual fire inspections of long-term rental properties and the possibility of implementing additional business license fees. Staff will bring the proposed amendments and related matters back before the Board for further discussion and consideration of approval.

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)

Trustee Schoenherr motioned 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. Trustee Mills seconded the motion, and Town Clerk Carrell called for a vote.

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

I. Surplus Declaration and Transfer of Town-Owned eBike to Volunteer Dark Sky Lighting Inventory Consultant — Contingent on Grant Compliance

Trustee Schoenherr moved 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. Trustee Mills seconded the motion, and Town Clerk Carrell called for a vote.

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

17. Future Items for Consideration

- Skijoring Workshop

18. EXECUTIVE SESSION PURSUANT TO C.R.S. 24-6-402(4)(b) AND (e) TO DETERMINE THE TOWN'S POSITION ON A MATTER SUBJECT TO NEGOTIATION AND TO RECEIVE LEGAL ADVICE FROM THE TOWN ATTORNEY ON SPECIFIC LEGAL QUESTIONS ALL RELATED TO A PARCEL OF PROPERTY OWNED BY THE TOWN

Trustee Causseaux moved to enter into executive session pursuant to C.R.S. § 24-6-402(4)(b) and (e) to determine the Town's position on a matter subject to negotiation and to receive legal advice from the Town Attorney regarding specific legal questions, all related to a parcel of property owned by the Town. Trustee Miller seconded the motion. Town Clerk Carrell called for a vote, and the motion passed unanimously.

Mayor Bergquist brought the Board out of executive session and back on the record at 8:33 pm.

19. 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 8:33 PM.

(Attest)

Alayna Carrell, Town Clerk

Christina Bergquist, Mayor



TOWN OF GRAND LAKE STAFF REPORT

TO: Mayor Bergquist & Town Trustees

FROM: Stephanie Rhone, Treasurer

DATE: AUG. 10, 2026

ACTION TYPE: ☒ Action Requested ☐ Information Only

RE: Accounts Payable — August 10, 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 August 7, 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 August 10, 2026.



TOWN OF GRAND LAKE STAFF REPORT

TO: Town of Grand Lake Board of Trustees

FROM: Steve Kudron, Town Manager

DATE: 8/10/2026

ACTION TYPE: ☒ Action Requested ☐ Information Only

RE: MOU Grand County Housing Authority

BACKGROUND

Trustees:

Staff has discussed this with the Board of Trustees at previous meetings, utilizing the Grand County Housing Authority for Rental Management Services for the Residences at Space to Create Grand Lake. The Grand County Housing Authority has provided terms and costs for these services.

STAFF RECOMMENDATION

Staff recommend the Board approve the MOU with Grand County Housing Authority for management services at Space to Create Grand Lake.

SUGGESTED MOTION

Recommend motion:

I move to approve Resolution No. 25-2026, a resolution to direct the Mayor to sign the MOU with Grand County Housing Authority for rental management services at the Residences at Spece to Create Grand Lake...or:

I move to deny Resolution No. 25-2026, a resolution to direct the Mayor to sign the MOU with Grand County Housing Authority for rental management services at the Residences at Spece to Create Grand Lake.

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 25 – 2026**

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING WITH
THE GRAND COUNTY HOUSING AUTHORITY FOR PROPERTY MANAGEMENT
SERVICES IN CONNECTION WITH THE SPACE TO CREATE PROPERTY**

WHEREAS, the Board of Trustees of the Town of Grand Lake, Colorado, pursuant to Colorado statute and the Town of Grand Lake Municipal Code, is vested with the authority of administering the affairs of the Town of Grand Lake, Colorado; and

WHEREAS, the Town is the owner of certain property commonly referred to as the Space To Create Property that is intended, in part to provide, affordable housing; and

WHEREAS, the Town desires to utilize the services of the Grand County Housing Authority to manage the Space To Create Property as more specifically described in the attached Memorandum of Understanding.

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

1. The Memorandum of Understanding Between the Town of Grand Lake and the Grand County Housing Authority for Property Management Services in Connection with the Space to Create Property, is hereby approved.
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 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 APPROVED BY THE BOARD OF TRUSTEES OF
THE TOWN OF GRAND LAKE, COLORADO, THIS 23rd DAY OF MARCH, 2026.**

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

ATTEST:

**BOARD OF TRUSTEES OF THE
TOWN OF GRAND LAKE,
COLORADO**

Alayna Carrell
Town Clerk

By: _____
Christina Bergquist
Mayor

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF GRAND LAKE AND THE GRAND COUNTY HOUSING AUTHORITY FOR PROPERTY MANAGEMENT SERVICES IN CONNECTION WITH THE SPACE TO CREATE PROPERTY

This Memorandum of Understanding (“MOU”) is entered into between the Town of Grand Lake, Colorado (the “Town”) and the Grand County Housing Authority (“GCHA”).

WHEREAS, the Town is the owner of certain property within the Town located at 1128 Park Ave. Grand Lake, CO 80447 and commonly referred to as the Space to Create Property (the “Property”); and

WHEREAS, the Town wishes to develop the Property to, among other things, provide affordable housing; and

WHEREAS, the GCHA, among other things, provides management and assistance for affordable housing within Grand County, including within the Town; and

WHEREAS, the Town desires to have GCHA manage the Property and GCHA desires to provide management service for the Property.

NOW THEREFORE, the Town and GCHA enter into this MOU on the following terms and conditions and reflecting the rights and obligations of the parties.

I. Purpose

The purpose of this MOU is to establish the roles and responsibilities of GCHA in providing property management services for the Space to Create development, ensuring effective management, leasing, and administration of the property in alignment with the Town’s objectives.

II. Services to Be Provided by GCHA

GCHA shall perform the following services in support of the Space to Create property:

A. Administrative and Program Management. GCHA agrees to:

1. Assist with planning and execution of the start-up promotional event.
2. Develop and provide all necessary forms for review and approval by the Town. These may include, but are not limited to:
 - a. Pre-application forms
 - b. Lease agreements and lease addendums
 - c. Employment and income verification forms
 - d. Any additional forms required by project funders.

B. Leasing and Tenant Management. GCHA agrees to:

1. Create and manage the application process, including integrating eligibility preferences as directed by the Town.
2. Maintain and manage the waiting list in compliance with applicable policies and regulations.
3. Submit eligible applicants to the appropriate board or authority for approval.
4. Assist in determining final tenant eligibility.
5. Conduct unit showings for prospective tenants.
6. Manage the lease-up and lease renewal processes.

C. Financial Management. GCHA agrees to:

1. The property bank accounts shall be established and maintained in the Town's name. The Town shall set up the accounts, with access provided to GCHA, Grand County Finance staff, and the Town Treasurer.
2. Collect and deposit rents and security deposits into the Town's designated property bank accounts, and provide monthly deposit slips to the Town for bank reconciliation.
3. Manage accounts receivable, including tracking tenant rent payments and balances.
4. Prepare invoices and bills for the Town to review, approve, and issue payments.
5. Any additional software or services required for the management of the Property shall be paid for outside of the management expense, upon GCHA's submission of an invoice and payment request to the Town of Grand Lake Treasurer.
6. Authorize required replacement reserve deposits. For payment by the Town.
7. Maintain recordkeeping for tenant files and for repair invoices initiated by GCHA. The Town shall be responsible for all other recordkeeping activities relating to the Property.
8. Cooperate fully with the Town's auditors during financial audits and reviews.

D. Property and Maintenance Coordination. GCHA agrees to:

1. Conduct regular unit inspections in accordance with program requirements.
2. Maintain documentation for storefront requirement packets and retain evidence of compliance (GCHA will not develop the packets or set the requirements).
3. Coordinate tenant maintenance requests with the Town's maintenance team.
4. Communicate property maintenance needs and capital improvement concerns to the Town as necessary.
5. Coordinate unit turnover cleaning in communication with the Town and its designated maintenance providers.

E. Marketing and Outreach. GCHA agrees to:

1. Support marketing efforts for vacant units, including creating and distributing flyers, posting on social media, and promoting availability through other channels.

III. Services Not Provided by GCHA

GCHA will not provide the following services:

- A. Hosting or organizing Grand Opening events.
- B. Providing maintenance services.
- C. Providing unit turnover cleaning services.
- D. Managing or operating retail space.
- E. Coordinating or overseeing capital improvement projects.

IV. Collaboration and Oversight

GCHA will maintain regular communication with the Town of Grand Lake related to property operations, finances, and maintenance needs. The Town will retain oversight authority and will work collaboratively with GCHA to ensure that the Space to Create Property is managed efficiently and in compliance with applicable policies and funding requirements.

V. Compensation for Services Provided. As compensation for the services provided by GCHA pursuant to the provisions of this MOU, GCHA shall be entitled to receive eight percent (8%) of the gross income of the Property.

VI. Miscellaneous Provisions

- A. Term and Termination. This MOU shall be for an initial term of one year commencing on August 1, 2026. The MOU shall automatically renew at the end of the initial one-year term and each additional one-year term, unless either party provides notice at least 30 days prior to the expiration of each such term that the party does not intend to renew the MOU for an additional term. In addition, either party may terminate the MOU at any time upon ninety (90) days' written notice. In the event of expiration or termination of the MOU, the parties will cooperate in all matters affected by such expiration or termination.
- B. Notice. Any notices given under this MOU are deemed to have been received and to be effective:
 - 1. Three (3) days after the same shall have been mailed by certified mail, return receipt requested;
 - 2. Immediately upon hand delivery; or
 - 3. Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this MOU, any and all notices shall be addressed to the contacts listed below:

GCHA:
Grand County Housing Authority
Attn: Sheena Darland, Executive Director
612 Hemlock St.

Hot Sulphur Springs, CO 80451
Email: [email address]

Town of Grand Lake:
Attn: Stev Kudron, Town Manager
P.O. Box 99
Grand Lake, CO 80447
Email: [email address]

- C. Governmental Immunity. Both parties acknowledge and agree that the Town and GCHA are governmental entities, entitled to the protections of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the “Act”). Liability for claims for injuries to persons or property arising from the negligence of either party, their divisions, boards, commissions, committees, bureaus, officers, employees and officials shall be controlled and limited by the provisions of the Act. No term or condition of this MOU shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions contained in the Act.
- D. Third-Party Beneficiaries. This MOU does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this MOU and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this MOU are incidental.
- E. Assignment. Neither party may assign this MOU, in whole or in part, or delegate any of its duties hereunder, without the prior written consent of the other party.
- F. Severability. If any provision of this MOU is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid provision shall be deemed modified to the minimum extent necessary to make it enforceable.
- G. Governing Law and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of laws provisions. Venue for any action arising out of or relating to this MOU shall be in the District Court for Grand County, Colorado.
- H. Amendment. This MOU may be amended only by a written instrument signed by authorized representatives of both parties.
- I. Entire Agreement. This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, and representations, whether written or oral, relating to that subject matter.

- J. Counterparts and Electronic Signatures. This MOU may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered electronically or by facsimile shall have the same force and effect as original signatures.

(Signatures on next page)

GRAND COUNTY HOUSING AUTHORITY

By: _____

TOWN OF GRAND LAKE, COLORADO

By: _____

Mayor

ATTEST:

Town Clerk



TOWN OF GRAND LAKE STAFF REPORT

TO: Town of Grand Lake Board of Trustees

FROM: Steve Kudron, Town Manager

DATE: 8/10/2026

ACTION TYPE: ☒ Action Requested ☐ Information Only

RE: Authorization to Open Space to Create Operating Bank Accounts

BACKGROUND

The Town has begun the process of leasing up the Town-owned Residences at Space to Create Grand Lake. Per the terms of the MOU with the Grand County Housing Authority, the Town will hold and maintain the bank accounts for S2C residences. Rent deposits, rents and maintenance expenses will be paid from these accounts for the properties. Having the accounts separate from general operating keeps the rents and rent expenses a separate transaction and expense strictly for this program.

SUGGESTED MOTION

Suggested motion:

I move to direct the mayor to direct staff to open the designated accounts as outlined in resolution 73-2026...or:

I move to deny the opening of bank accounts for the Residences at Spece to Create Grand Lake.

TOWN OF GRAND LAKE

RESOLUTION NO. 73-2026

**A RESOLUTION AUTHORIZING THE OPENING OF NEW BANK ACCOUNTS FOR
SPACE TO CREATE GRAND LAKE**

WHEREAS, the Town desires to open two new bank accounts at United Business Bank in connection with the Space to Create program, and

WHEREAS, the Town of Grand Lake Board of Trustees (the "Board") policy is to require two signers on all checks , and

WHEREAS, the two new accounts shall consist of a Space to Create Operating Account and a Space to Create Deposit Holding Account, and

WHEREAS, cash account current authorized signers are Stephan J. Kudron, Town Manager; Christina Berquist, Mayor; Michael Sobon, Mayor Pro-Tem; and Michael Arntson, Financial Trustee;

**NOW THEREFORE BE IT RESOLVED BY THE GRAND LAKE BOARD OF TRUSTEES AS
FOLLOWS:**

THAT, the Town of Grand Lake is authorized to open two new bank accounts at United Business Bank: a Space to Create Operating Account and a Space to Create Deposit Holding Account; and

THAT, Stephan J. Kudron, Town Manager; Christina Berquist, Mayor; Michael Sobon, Mayor Pro-Tem; and Michael Arntson, Financial Trustee, will be the authorized signers on the Space to Create Operating Account and the Space to Create Deposit Holding Account; and

THAT, the Town's policy requiring two signers on all checks and two approvals for transfers shall apply to the Space to Create Operating Account and the Space to Create Deposit Holding Account; and

THAT, Stephan J. Kudron, Town Manager, is authorized as online banking full access user on the Space to Create Operating Account and the Space to Create Deposit Holding Account, and Stephanie Rhone, Treasurer, is authorized as full user access on the Space to Create Operating Account and the Space to Create Deposit Holding Account; and

THAT, Stephanie Rhone, Treasurer, is authorized to request information on the Space to Create Operating Account and the Space to Create Deposit Holding Account; and

**DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF
GRAND LAKE THIS 10th DAY OF August, 2026.**

Votes Approving: _____

Votes Opposing: _____

Votes Abstaining: _____

Absent: _____

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell, Town Clerk

Christina Berquist, Mayor



TOWN OF GRAND LAKE STAFF REPORT

TO: Town of Grand Lake Board of Trustees

FROM: Steve Kudron, Town Manager

DATE: 8/10/2026

ACTION TYPE: ☒ Action Requested ☐ Information Only

RE: Approval of CDOT Contract 034A

BACKGROUND

Following a successful award from the CDOT MMOF fund, staff presents the enclosed contract to formalize the award with the State of Colorado. The grant will fund development of feasible traffic-calming solutions at the intersection of US 34 and Portal Road. The scope of work includes three concept plans that will help the Town move toward a permanent solution in partnership with the Colorado Department of Transportation.

SUGGESTED MOTION

Suggested motion:

I move to approve Resolution No. 74-2026, a resolution to direct the Mayor to sign Contract 034A, a feasibility study for traffic-calming solutions at the intersection of US 34 and Portal Road.

I move to deny Resolution No. 74-2026, a resolution to direct the Mayor to sign Contract 034A, a feasibility study for traffic-calming solutions at the intersection of US 34 and Portal Road.

**TOWN OF GRAND LAKE, COLORADO
RESOLUTION NO. 74-2026**

**A RESOLUTION APPROVING A CONTRACT WITH COLORADO
DEPARTMENT OF TRANSPORTATION**

[034A Grand Lake Study]

WHEREAS, the Board of Trustees of the Town of Grand Lake, Colorado (the “Board”), pursuant to Colorado statute, is vested with the authority of administering the affairs of the Town of Grand Lake, Colorado (the “Town”); and

WHEREAS, the Town in cooperation with the Colorado Department of Transportation (“CDOT”) desire to enter into a contract to complete the 034A Grand Lake Study, Project Number MTF C530-009 (the “Contract”); and

WHEREAS, the Contract is to conduct a feasibility study of the intersection improvement alternatives at the US 34 (Grand Avenue) and Portal road intersection, including evaluation of a potential parking and transit hub on the Mary Drive parcel; and

WHEREAS, to Board finds it in the best interest of the Town to enter into the Contract, attached hereto as Exhibit 1 and incorporated herein by this reference.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF
THE TOWN OF KEENESBURG, COLORADO, AS FOLLOWS:**

Section 1. The Board of Trustees of the Town of Grand Lake, Colorado hereby approve the Contract, attached hereto as Exhibit 1 and incorporated herein by this reference, and direct and authorize the Mayor or their designee to execute the same.

Section 2. The Mayor or their designee is hereby authorized and directed to negotiate and approve on behalf of the Town such revisions to the Contract as the Mayor or their designee determines are necessary or desirable for the protection of the Town, so long as the essential terms and conditions of the Contract are not altered.

Section 3. Severability: If any Article, 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.

Section 4. 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, 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 Resolution hereby repealed prior to the taking effect of

this Resolution.

**INTRODUCED, READ, AND ADOPTED AT A REGULAR MEETING OF THE
BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE ON THIS 10TH DAY
OF AUGUST, 2026.**

Votes Approving: _____

Votes Opposing: _____

Votes Abstaining: _____

Absent: _____

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell, Town Clerk

Christina Berquist, Mayor

State \$LAWRK
PROJECT: MTF C530-009 (27639)
034A Grand Lake Study

REGION: R3
BH

CONTRACT

THIS CONTRACT made this ____ day of _____, 20____, by and between the State of Colorado for the use and benefit of the Colorado Department of Transportation hereinafter referred to as the State and TOWN OF GRAND LAKE hereinafter referred to as the "Contractor" or the "Local Agency."

RECITALS

1. Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for payment of project and Local Agency costs. Total Contract Amount: \$152,000.00.
2. Required approval, clearance and coordination have been accomplished from and with appropriate agencies.
3. Pursuant to 43-2-104.5 C.R.S. as amended, the State may contract with Local Agencies to provide maintenance and construction of highways that are part of the state (or local agency) highway system.
4. Local Agency anticipates a project for 034A Grand Lake Study and by the date of execution of this contract, the Local Agency and/or the State has completed and submitted a preliminary version of CDOT form #463 describing the general nature of the Work. The Local Agency understands that before the Work begins, the Local Agency must receive an official written "Notice to Proceed" prior to commencing any part of the Work. The Local Agency further understands, before the Work begins, the form #463 may be revised as a result of design changes made by CDOT, in coordination with the Local Agency, in its internal review process. The Local Agency desires to perform the Work described in form #463, as it may be revised.
5. The Local Agency has requested that State funds be made available for project MTF C530-009 (27639), 034A Grand Lake Study referred to as the "Project" or the "Work." Such Work will be performed in Town of Grand Lake, Colorado, specifically described in **Exhibit A**.
6. The State has funds available and desires to provide 75% of the funding for the work. Local Agency will provide the other 25%. State funds may be awarded with "Special Funding". Special Funding may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds or COVID Relief. If Special Funding is used there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the Special Funding and invoiced in compliance with the rules outlined in the award of the funding.
7. The Local Agency desires to comply with all state and other applicable requirements, including the State's general administration of the project through this contract, in order to obtain state funds for the project.
8. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
9. This contract is executed under the authority of §§ 29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-144, C.R.S. and **Exhibit B**.
10. The Local Agency is adequately staffed and suitably equipped to undertake and satisfactorily complete some or all of the Work.
11. The Local Agency can more advantageously perform the Work.

THE PARTIES NOW AGREE THAT:

Section 1. Scope of Work

The Project or the Work under this contract shall consist of 034A Grand Lake Study, in Town of Grand Lake, Colorado, as more specifically described in **Exhibit A**.

Section 2. Order of Precedence

In the event of conflicts or inconsistencies between this contract and its exhibits, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

1. Special Provisions contained in **Section 26** of this contract
2. This contract
3. **Exhibit F** (General Provisions)
4. **Exhibit A** (Scope of Work)
5. **Exhibit B** (Local Agency Resolution)
6. **Exhibit C** (Funding Provisions)
7. **Exhibit D** (Option Letter)
8. **Exhibit E** (PII Certification)

Section 3. Term

This contract shall be effective upon approval of the State Controller or designee, or on the date made, whichever is later. It shall terminate on July 13, 2036, or sooner if any of the State's funding expires, or is sooner terminated or unless performance is extended in accordance with this Contract.

Section 4. Project Funding Provisions

- A. The Local Agency has estimated the total cost of the work and is prepared to accept the state funding for the work, as evidenced by an appropriate ordinance or resolution duly passed and adopted by the authorized representatives of the Local Agency, which expressly authorizes the Local Agency to enter into this contract and to complete the work under the project. A copy of this ordinance or resolution is attached hereto and incorporated herein as **Exhibit B**.
- B. The parties hereto agree that this contract is contingent upon all funds designated for the project herein being made available from state sources, as applicable. Should these sources fail to provide necessary funds as agreed upon herein, the contract may be terminated by either party, provided that any party terminating its interest and obligations herein shall not be relieved of any obligations which existed prior to the effective date of such termination or which may occur as a result of such termination.
- C. Funding will be detailed in **Exhibit C** of the funding provisions.

Section 5. Project Payment Provisions

- A. The State will reimburse the Local Agency for incurred costs relative to the project following the State's review and approval of such charges, subject to the terms and conditions of this Contract. Provided however, that charges incurred by the Local Agency prior to the date this contract is executed by the State Controller will not be charged by the Local Agency to the project, and will not be reimbursed by the State.
- B. The State will reimburse the Local Agency's reasonable, allocable, allowable costs of Performance of the Work, not exceeding the maximum total amount described in **Exhibit C**. The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the allowability and allocability of costs under this contract. The Local Agency shall comply with all such principles. To be eligible for reimbursement, costs by the Local Agency shall be:
 1. In accordance with the provisions of **Section 5** and with the terms and conditions of this contract;
 2. Necessary for the accomplishment of the Work;
 3. Reasonable in the amount for the goods and services provided;
 4. Actual net cost to the Local Agency (i.e. the price paid minus any refunds, rebates, or other items of value received by the Local Agency that have the effect of reducing the cost actually incurred);
 5. Incurred for Work performed after the effective date of this contract;
 6. Satisfactorily documented.
- C. The Local Agency shall establish and maintain a proper accounting system in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme) to assure that project funds are expended and costs accounted for in a manner consistent with this contract and project objectives.

1. All allowable costs charged to the project, including any approved services contributed by the Local Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in detail the nature of the charges.
 2. Any check or order drawn up by the Local Agency, including any item which is or will be chargeable against the project account shall be drawn up only in accordance with a properly signed voucher then on file in the office of the Local Agency, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.
- D. If the Local Agency is to be billed for CDOT incurred costs, the billing procedure shall be as follows:
1. Upon receipt of each bill from the State, the Local Agency will remit to the State the amount billed no later than 60 days after receipt of each bill. Should the Local Agency fail to pay moneys due the State within 60 days of demand or within such other period as may be agreed between the parties hereto, the Local Agency agrees that, at the request of the State, the State Treasurer may withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to the State. Interim funds, until the State is reimbursed, shall be payable from the State Highway Supplementary Fund (400).
 2. If the Local Agency fails to make timely payment to the State as required by this section (within 60 days after the date of each bill), the Local Agency shall pay interest to the State at a rate of one percent per month on the amount of the payment which was not made in a timely manner, until the billing is paid in full. The interest shall accrue for the period from the required payment date to the date on which payment is made.
- E. The Local Agency will prepare and submit to the State, no more than monthly, charges for costs incurred relative to the project. The Local Agency's invoices shall include a description of the amounts of services performed, the dates of performance and the amounts and description of reimbursable expenses. The invoices will be prepared in accordance with the State's standard policies, procedures and standardized billing format to be supplied by the State. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline as specified in the award letter if applicable, whichever is sooner. The State's obligation to pay Agreement Funds will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Funding Provisions & Performance Period in **Exhibit C**.
- F. To be eligible for payment, billings must be received within 60 days after the period for which payment is being requested and final billings on this contract must be received by the State within 60 days after the end of the contract term.
1. Payments pursuant to this contract shall be made as earned, in whole or in part, from available funds, encumbered for the purchase of the described services. The liability of the State, at any time, for such payments shall be limited to the amount remaining of such encumbered funds.
 2. In the event this contract is terminated, final payment to the Local Agency may be withheld at the discretion of the State until completion of final audit.
 3. Incorrect payments to the Local Agency due to omission, error, fraud or defalcation shall be recovered from the Local Agency by deduction from subsequent payment under this contract or other contracts between the State and Local Agency, or by the State as a debt due to the State.
 4. Any costs incurred by the Local Agency that are not allowable under 49 C.F.R. 18 shall be reimbursed by the Local Agency, or offset against current obligations due by the State to the Local Agency, at the State's election.

Section 6. Option Letter Modification

An option letter may be used to authorize the Local Agency to begin a phase without increasing total budgeted funds, increase or decrease the encumbrance amount as shown on **Exhibit C**, and/or transfer funds from one phase to another. Option letter modification is limited to the specific scenarios listed below. The option letter shall not be deemed valid until signed by the State Controller or an authorized delegate.

- A. Option to begin a phase and/or increase or decrease the encumbrance amount.
The State may authorize the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original Agreement, with the total budgeted funds as shown on **Exhibit C** remaining the same. The State may increase or decrease the encumbrance amount for a particular phase by replacing the original funding exhibit (**Exhibit C**) in the original Agreement with an updated **Exhibit C-1** (subsequent exhibits to Exhibit C-1 shall be labeled C-2, C-3, etc.). The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the Agreement will be considered to include this option provision.
- B. Option to transfer funds from one phase to another phase.
The State may permit the Local Agency to transfer funds from one phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another as a result of changes to state, federal, and local match. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The funds transferred from one phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.
- C. Option to do both Options A and B.
The State may authorize the Local Agency to begin a phase as detailed in **Exhibit A**, and encumber and transfer funds from one phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2**, **C-3**, etc.) and attached to the option letter. The addition of a phase and encumbrance and transfer of funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted funds remaining the same. The State may unilaterally exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**.

Section 7. State and Local Agency Commitments

The Scope of Work in **Exhibit A** describes the Work to be performed and assigns responsibility of that Work to either the Local Agency or the State. The "Responsible Party" referred to in this contract means the Responsible Party as identified in the Scope of Work in **Exhibit A**.

- A. Design [if applicable]
1. If the Work includes preliminary design or final design (the "Construction Plans"), or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the responsible party shall comply with the following requirements, as applicable:
 - a. perform or provide the Plans, to the extent required by the nature of the Work.
 - b. prepare final design (Construction Plans) in accord with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by CDOT.
 - c. prepare special provisions and estimates in accord with the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by CDOT.
 - d. include details of any required detours in the Plans, in order to prevent any interference of the construction work and to protect the traveling public.
 - e. stamp the Plans produced by a Colorado Registered Professional Engineer.
 - f. provide final assembly of Plans and contract documents.
 - g. be responsible for the Plans being accurate and complete.
 - h. make no further changes in the Plans following the award of the construction contract except by agreement in writing between the parties. The Plans shall be considered final when approved and accepted by the parties hereto, and when final they shall be deemed incorporated herein.

2. If the Local Agency is the responsible party:
 - a. The local agency shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
 - b. It shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with State requirements.
 - c. It may enter into a contract with a consultant to do all or any portion of the Plans and/or of construction administration. Provided, however, that if federal-aid funds are involved in the cost of such work to be done by a consultant, that consultant contract (and the performance/provision of the Plans under the contract) must comply with all applicable requirements of 23 CFR Part 172 and with any procedures implementing those requirements as provided by the State. If the Local Agency does enter into a contract with a consultant for the Work:
 - (1) it shall submit a certification that procurement of any design consultant contract complied with the requirements of 23 CFR 172.5(1) prior to entering into contract. The State shall either approve or deny such procurement. If denied, the Local Agency may not enter into the contract.
 - (2) it shall ensure that all changes in the consultant contract have prior approval by the State. Such changes in the contract shall be by written supplement agreement. As soon as the contract with the consultant has been awarded by the Local Agency, one copy of the executed contract shall be submitted to the State. Any amendments to such contract shall also be submitted.
 - (3) it shall require that all consultant billings under that contract shall comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - (4) it (or its consultant) shall use the CDOT procedures described in **Exhibit A** to administer that design consultant subcontract, to comply with 23 CFR 172.5(b).
 - (5) it may expedite any CDOT approval of its procurement process and/or consultant contract by submitting a letter to CDOT from the certifying Local Agency's attorney/authorized representative certifying compliance with 23 CFR 172.5(b).
 - (6) it shall ensure that its consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) "The design work under this contract shall be compatible with the requirements of the contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third party beneficiary of this contract for that purpose."
 - (b) "Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project."
 - (c) "The consultant shall review the construction contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work."
 - (d) The State, in its discretion, will review construction plans, special provisions and estimates and will cause the Local Agency to make changes therein that the State determines are necessary to assure compliance with State requirements.

B. Construction [if applicable]

1. If the Work includes construction, the responsible party shall perform the construction in accordance with the approved design plans and/or administer the construction all in accord with the Scope of Work in **Exhibit A**. Such administration shall include project inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing contractor claims; construction supervision; and meeting the Quality Control requirements as described in the Scope of Work in **Exhibit A**.

2. The State shall have the authority to suspend the Work, wholly or in part, by giving written notice thereof to the Local Agency, due to the failure of the Local Agency or its contractor to correct project conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
 3. If the Local Agency is the responsible party:
 - a. it shall appoint a qualified professional engineer, licensed in the State of Colorado, as the Local Agency Project Engineer (LAPE), to perform that administration. The LAPE shall administer the project in accordance with this contract, the requirements of the construction contract and applicable State procedures.
 - b. if bids are to be let for the construction of the project, it shall advertise the call for bids upon approval by the State and award the construction contract(s) to the low responsible bidder(s) upon approval by the State.
 - (1) The Local Agency has the option to accept or reject the proposal of the apparent low bidder for work on which competitive bids have been received. The Local Agency must declare the acceptance or rejection within 3 working days after said bids are publicly opened.
 - (2) By indicating its concurrence in such award, the Local Agency, acting by or through its duly authorized representatives, agrees to provide additional funds, subject to their availability and appropriation for that purpose, if required to complete the Work under this project if no additional federal-aid funds will be made available for the project. This paragraph also applies to projects advertised and awarded by the State.
 - c. If all or part of the construction work is to be accomplished by Local Agency personnel (i.e. by force account), rather than by a competitive bidding process, the Local Agency will ensure that all such force account work is accomplished in accordance with the pertinent State specifications and requirements with 23 CFR 635, Subpart B, Force Account Construction.
 - (1) Such work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency and the State in advance of the Work, as provided for in 23 CFR 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.
 - (2) An alternative to the above is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 CFR Part 31.
 - (3) Rental rates for publicly owned equipment will be determined in accordance with the State's Standard Specifications for Road and Bridge Construction § 109.04.
 - (4) All force account work shall have prior approval of the State and shall not be initiated until the State has issued a written notice to proceed.
- C. State's obligations
1. The State will perform a final project inspection prior to project acceptance as a Quality Control/Assurance activity. When all Work has been satisfactorily completed, the State will sign a final acceptance form.
 2. Notwithstanding any consents or approvals given by the State for the Plans, the State will not be liable or responsible in any manner for the structural design, details or construction of any major structures that are designed by or are the responsibility of the Local Agency as identified in the Scope of Work in **Exhibit A**, within the Work of this contract.

Section 8. ROW Acquisition and Relocation

If the Project includes right of way, prior to this project being advertised for bids, the Responsible Party will certify in writing to the State that all right of way has been acquired in accordance with the applicable state and federal regulations, or that no additional right of way is required.

Any acquisition/relocation activities must comply with: all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (P.L. 91-646) and the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 CFR Part 24); CDOT's Right of Way Manual; and CDOT's Policy and Procedural Directives.

Allocation of Responsibilities are as follows:

- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) activities, if any, and right of way incidentals (expenses incidental to acquisition/relocation of right of way – 3114 charges);
- Federal participation in right of way acquisition (3111 charges), relocation (3109 charges) but no participation in incidental expenses (3114 charges); or
- No federal participation in right of way acquisition (3111 charges) and relocation activities (3109 expenses).

Regardless of the option selected above, the State retains oversight responsibilities. The Local Agency's and the State's responsibilities for each option is specifically set forth in CDOT's Right of Way Manual. The manual is located at http://www.dot.state.co.us/ROW_Manual/.

If right of way is purchased for a state highway, including areas of influence of the state highway, the local agency shall immediately convey title to such right of way to CDOT after the local agency obtains title.

Section 9. Utilities

If necessary, the Responsible Party will be responsible for obtaining the proper clearance or approval from any utility company, which may become involved in this Project. Prior to this Project being advertised for bids, the Responsible Party will certify in writing to the State that all such clearances have been obtained.

Section 10. Railroads

In the event the Project involves modification of a railroad company's facilities whereby the Work is to be accomplished by railroad company forces, the Responsible Party shall make timely application to the Public Utilities Commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Responsible Party shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 CFR 646, subpart B, concerning federal-aid projects involving railroad facilities, including:

- A. Executing an agreement setting out what work is to be accomplished and the location(s) thereof, and that the costs of the improvement shall be eligible for federal participation.
- B. Obtaining the railroad's detailed estimate of the cost of the Work.
- C. Establishing future maintenance responsibilities for the proposed installation.
- D. Proscribing future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- E. Establishing future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

Section 11. Environmental Obligations

The Local Agency shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Section 12. Maintenance Obligations

The Local Agency will maintain and operate the improvements constructed under this contract at its own cost and expense during their useful life, in a manner satisfactory to the State. The Local Agency will make proper provisions for such maintenance obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations which define the Local Agency's obligations to maintain such improvements. The State will make periodic inspections of the project to verify that such improvements are being adequately maintained.

Section 13. Record Keeping

The Local Agency shall maintain a complete file of all records, documents, communications, and other written materials, which pertain to the costs incurred under this contract. The Local Agency shall maintain such records for a period of three (3) years after the date of termination of this contract or final payment hereunder, whichever is later, or for such further period as may be necessary to resolve any matters which may be pending. The Local Agency shall make such materials available for inspection at all reasonable times and shall permit duly authorized agents and employees of the State to inspect the project and to inspect, review and audit the project records.

Section 14. Termination Provisions

This contract may be terminated as follows:

- A. Termination for Convenience. The State may terminate this contract at any time the State determines that the purposes of the distribution of moneys under the contract would no longer be served by completion of the project. The State shall effect such termination by giving written notice of termination to the Local Agency and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination.
- B. Termination for Cause. If, through any cause, the Local Agency shall fail to fulfill, in a timely and proper manner, its obligations under this contract, or if the Local Agency shall violate any of the covenants, agreements, or stipulations of this contract, the State shall thereupon have the right to terminate this contract for cause by giving written notice to the Local Agency of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate. In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports or other material prepared by the Local Agency under this contract shall, at the option of the State, become its property, and the Local Agency shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. The Local Agency shall be obligated to return any payments advanced under the provisions of this contract.
- Notwithstanding the above, the Local Agency shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the contract by the Local Agency, and the State may withhold payment to the Local Agency for the purposes of mitigating its damages until such time as the exact amount of damages due to the State from the Local Agency is determined.
- If after such termination it is determined, for any reason, that the Local Agency was not in default or that the Local Agency's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the contract had been terminated for convenience, as described herein.
- C. Termination Due to Loss of Funding. The parties hereto expressly recognize that the Local Agency is to be paid, reimbursed, or otherwise compensated with federal and/or State funds which are available to the State for the purposes of contracting for the Project provided for herein, and therefore, the Local Agency expressly understands and agrees that all its rights, demands and claims to compensation arising under this contract are contingent upon availability of such funds to the State. In the event that such funds or any part thereof are not available to the State, the State may immediately terminate or amend this contract.

Section 15. Legal Authority

The Local Agency warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by its procedures, by-laws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this contract and to bind the Local Agency to its terms. The person(s) executing this contract on behalf of the Local Agency warrants that such person(s) has full authorization to execute this contract.

Section 16. Representatives and Notice

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

If to State	If to the Local Agency
CDOT Region: R3	Town of Grand Lake
Angie Hainer	Steve Kudron
Project Manager	Town Manager
222 6th Street, Room 317	Grand Lake Town Hall 1026 Park Avenue
Grand Junction, CO 81501	Grand Lake, CO 80447

970-778-9999

970-966-0067

Section 17. Successors

Except as herein otherwise provided, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 18. Third Party Beneficiaries

It is expressly understood and agreed that the enforcement of the terms and conditions of this contract and all rights of action relating to such enforcement, shall be strictly reserved to the State and the Local Agency. Nothing contained in this contract shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the State and the Local Agency that any such person or entity, other than the State or the Local Agency receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Section 19. Governmental Immunity

Notwithstanding any other provision of this contract to the contrary, no term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as now or hereafter amended. The parties understand and agree that liability for claims for injuries to persons or property arising out of negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of § 24-10-101, et seq., C.R.S., as now or hereafter amended and the risk management statutes, §§ 24-30-1501, et seq., C.R.S., as now or hereafter amended.

Section 20. Severability

To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof.

Section 21. Waiver

The waiver of any breach of a term, provision, or requirement of this contract shall not be construed or deemed as a waiver of any subsequent breach of such term, provision, or requirement, or of any other term, provision or requirement.

Section 22. Entire Understanding

This contract is intended as the complete integration of all understandings between the parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever, unless embodied herein by writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a writing executed and approved pursuant to the State Fiscal Rules.

Section 23. Survival of Contract Terms

Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance, compliance or effect beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Local Agency.

Section 24. Modification and Amendment

This contract is subject to such modifications as may be required by changes in federal or State law, or their implementing regulations. Any such required modification shall automatically be incorporated into and be part of this contract on the effective date of such change as if fully set forth herein. Except as provided above, no modification of this contract shall be effective unless agreed to in writing by both parties in an amendment to this contract that is properly executed and approved in accordance with applicable law.

Section 25. Disputes

Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement will be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of the Department of Transportation. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of the contract in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals will be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this contract, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Section 26. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3).

These Special Provisions apply to all Agreements.

A. Statutory Approval C.R.S. §24-30-202(1).

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(19), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability C.R.S. §24-30-202(5.5), applicable Local Agency law, rule or regulation

Financial obligations of the Parties payable after the current State Fiscal Year or fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor

Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither Local Agency nor any agent or employee of Local Agency shall be deemed to be an agent or employee of the State. Local Agency shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Local Agency and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Local Agency or any of its agents or employees. Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Local Agency shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. Compliance With Law.

The Parties shall comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, And Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Agreement that requires the Parties to indemnify or hold the Parties harmless; requires the Parties to agree to binding arbitration; limits Parties' liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of Federal copyright laws or applicable licensing restrictions. Local Agency hereby certifies and warrants that, during the term of this Agreement and any extensions, Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with Federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest C.R.S. §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Local Agency's services and Local Agency shall not employ any person having such known interests.

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Section 27. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

*** Persons signing for the Local Agency hereby swear and affirm that they are authorized to act on the Local Agency's behalf and acknowledge that the State is relying on their representations to that effect.**

LOCAL AGENCY TOWN OF GRAND LAKE By: _____ *Signature Name: _____ (Print Name) Title: _____ (Print Title) Date: _____	STATE OF COLORADO Jared S. Polis Department of Transportation By: _____ Keith Stefanik, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director Date: _____
SECOND LOCAL AGENCY SIGNATURE, IF NEEDED TOWN OF GRAND LAKE By: _____ *Signature Name: _____ (Print Name) Title: _____ (Print Title) Date: _____	STATE OF COLORADO LEGAL REVIEW Philip J. Weiser, Attorney General By: _____ Signature – Assistant Attorney General Date: _____

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. The Local Agency is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Colorado Department of Transportation Date: _____

EXHIBIT A

SCOPE OF WORK

Name of Project: 034A Grand Lake Study
Project Number: MTF C530-009
SubAccount Number: 27639

The Town of Grand Lake is going to conduct a feasibility study of intersection improvement alternatives at the US 34 (Grand Avenue) and Portal Road intersection, including evaluation of a potential parking and transit hub on the Mary Drive parcel. Funded activities include project management and coordination with CDOT Region 3; an existing conditions assessment covering traffic data, crash history, intersection geometry, and the Mary Drive parcel; development of three concept-level improvement scenarios addressing intersection reconfiguration, pedestrian and bicycle safety, parking/transit hub development, and access management; and a feasibility evaluation culminating in a final report recommending a preferred scenario to guide future CDOT engineering and investment decisions. This scope covers study and planning activities only; no construction or engineering design is included, as CDOT will perform subsequent engineering.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

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EXHIBIT B
LOCAL AGENCY RESOLUTION (IF APPLICABLE)

EXHIBIT C - FUNDING PROVISIONS

Town of Grand Lake MTF C530-009 (27639)

Cost of Work Estimate

The Local Agency has estimated the total cost of the Work to be \$152,000.00, which is to be funded as follows:

1. a.	State Funds (75% of MMOF award)		\$114,000.00
b.	Local Agency Funds (25% of MMOF award)		\$38,000.00
TOTAL BUDGETED FUNDS			\$152,000.00
2.	ESTIMATED PAYMENT TO LOCAL AGENCY		
a.	State Funds Budgeted		\$114,000.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY		75%	\$114,000.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY		25%	\$38,000.00
TOTAL PROJECT ESTIMATED FUNDING		100.00%	\$152,000.00
4.	FOR CDOT ENCUMBRANCE PURPOSES		
a.	Total Encumbrance Amount (Only State funds are encumbered)		\$114,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109		\$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS			\$114,000.00

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit D) or formal Amendment.

Design 3020		
WBS Element 27639.10.30	Performance Period Start*/End Date	\$0.00
	N/A	
Const. 3301		
WBS Element 27639.20.10	Performance Period Start*/End Date	\$0.00
	N/A	

*The Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.

B. Funding Ratio

The funding ratio for the State funds for this Work is 75% State funds to 25% Local Agency funds, and this ratio applies only to the \$152,000.00 that is eligible for State funds. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$152,000.00, and additional State funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$152,000.00, then the amounts of Local Agency and State funds will be decreased in accordance with the funding ratio described herein.

This applies to the entire scope of Work.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$114,000.00. For CDOT accounting purposes, the State funds of \$114,000.00 will be

encumbered, but the Local Agency funds of \$38,000.00 will NOT be encumbered. The total budget of this project is \$152,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

EXHIBIT D

SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code		Original Agreement #

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by \$0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By: _____
Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date: _____

EXHIBIT E

PII Certification

STATE OF COLORADO

**LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A
DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT F

GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

D. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies promulgated by the Colorado State Controller.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Agreement Effective Date.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Agreement, Grant, and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

H. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party. Specifically, **§§12, 13, and paragraph K of the general provisions** shall survive termination or expiration of this Agreement.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in paragraph A of the General Provisions, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Indemnification

i. General Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, and hold harmless the State, its employees, agents and assignees, against any and all costs, expenses, claims, damages, liabilities, court awards including costs, expenses, and attorney fees and related costs, directly or indirectly arising out of, resulting from or related to (in whole or in part) this Agreement, any rights or interests granted pursuant to this Agreement and other amounts (including attorneys' fees and related costs) incurred as a result of any act or omission by Local Agency, or its employees, agents, Contractors, Consultants, Subcontractors,

or assignees in connection with this Agreement. This provision shall survive the termination of the Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Local Agency or its contractors and any subcontractors in violation of §10 may be cause for legal action by third parties against Local Agency, the State, or their respective agents. Local Agency shall be responsible for its own actions and for the actions of its own employees related to this violation of §10. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, and hold harmless CDOT, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs incurred by the State in relation to any act or omission by Local Agency, or its employees, agents, assigns, Contractors, Consultants, or Subcontractors in violation of §10. This provision shall survive the termination of the Agreement.

iii. Intellectual Property Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to intellectual property of the Work. Local Agency shall also cause its Contractors, Consultants and any Subcontractors to indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the State in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. This provision shall survive the termination of the Agreement.

iv. Accessibility Indemnification

Local Agency shall be responsible for its own actions and for the actions of its own employees related to this Agreement. Local Agency shall also cause its Contractors, Consultants, and any Subcontractors to indemnify, save, hold harmless, and assume liability on behalf of the State, its officers, employees, agents and assignees (collectively the "Indemnified Parties"), for any and all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and other amounts incurred by any of the Indemnified Parties in relation to Contractor's noncompliance with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by the Office of Information Technology pursuant to Section §24-85-103, C.R.S.

State employees are considered third parties for the purposes of this section.

- L. Accessibility
 - i. Local Agency shall comply with the Accessibility Standards for Individuals with a Disability, as adopted by the Office of Information Technology pursuant to C.R.S. §24-85-103
- M. Compliance with State and Federal Law, Regulations and Executive Orders
Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.



TOWN OF GRAND LAKE STAFF REPORT

TO: Town of Grand Lake Board of Trustees

FROM: Steve Kudron, Town Manager

DATE: 8/10/2026

ACTION TYPE: ☒ Action Requested ☐ Information Only

RE: Approval of Marquee Signage at Town Square Park

BACKGROUND

In October of 2025, staff presented the Board with some signage options for the Town Square marquee. Feedback from that meeting was to finalize our Towns logo designs across the board and bring a design that was closer to the original renderings used in the fundraising efforts. SALT Workshop was instrumental in the design of the marquee itself. Tim Hodsden did much of the marquee design using the artist's broad vision. I requested that Tim provide the renderings provided. Salt Workshop has provided a complete proposal to perform the fabrication of the final approved design.

STAFF RECOMMENDATION

Staff recommends the Board approve the contract with SALT Workshop and authorize the completion of the Town Square Marquee using the remaining budgeted funds.

SUGGESTED MOTION

Suggested motion:

I move to approve the contract with SALT Workshop and authorize the completion of the Town Square Marquee

TOWN CENTER MARQUEE SIGN

DESIGN & FABRICATION

Construction Proposal | Preliminary Budget Estimate
Grand Lake, CO

SCOPE Design,
Fabrication &
Install

CSI 10 14 00
Signage

CATEGORY Civic /
Wayfinding

STATUS Preliminary – Not
presented as a Hard
Bid



Prepared for:

Steve Kudron, Town Manager, and the Grand Lake Board of Trustees

Prepared by:

SALT Workshop, Ltd. (design + CNC fabrication) and MetalMorphic Methods (steel fabrication + welding) – Team led by Tim Hodsdon (SALT) and Dave Sanders (MetalMorphic Methods)

Date:

August 6, 2026

PROJECT OVERVIEW

Design and construction of a two-sided town center marquee sign for the Town of Grand Lake. The sign combines a welded corten steel angle frame with reclaimed-wood panels, CNC-routed using an AVID PR04896 CNC tool. Each face carries full sculpted bas-relief lettering reading “GRAND LAKE” (~12” high, final lettering configuration TBD), a ~24” round routed Grand Lake logo medallion, tailored to the Grand Lake Brand Book standards, and a separately-fabricated bas-relief banner element reading “what’s going on” (3” high), applied to the wood surface rather than

recessed into it. An interchangeable marquee letter system – aluminum slide-track routed into the panel, stocked with a set of outsourced 4" corten steel letters – allows the Town to post event messaging. Both faces of the sign are built and finished identically. [See Page 7 for Base Scope Summary Estimate]

All quantities, unit costs, and labor hours below are working numbers subject to change; several line items are flagged as estimated pending vendor quotes or firmer scope. See the Open Questions section at the end before this is presented as a final bid.

01 | STEEL FRAME & STRUCTURE

Corten steel angle frame, welded joints, and mounting tabs for the wood sign panels. Corten requires a dedicated low-alloy filler wire (copper + nickel) to rust uniformly with the plate – see product notes below.

Materials

MATERIAL	QTY	UNIT	\$/UNIT	TOTAL
Corten steel angle, 1.5" x 1.5" x 1/8"	60	l.f.	\$2.75	\$165.00
Flat steel bar, 1/8" x 1"	4	l.f.	\$2.00	\$8.00
Steel rod, 1/8"	10	l.f.	\$1.00	\$10.00
Flat steel bar, 1/8" x 3/4"	6	l.f.	\$1.50	\$9.00
Medium-duty chain (placeholder allowance)	4	l.f.	\$6.00	\$24.00
Bolts, 3" x 5/8" w/ nuts (placeholder allowance)	60	ea	\$2.00	\$120.00
ER80S-G low-alloy Corten-matched MIG welding wire, 1 spool (~33 lb)	1	spool	\$220.00	\$220.00
Shielding gas – 80/20 or 75/25 Ar/CO ₂ (90/10 recommended for spray-transfer on thick sections)	1	fill	\$45.00	\$45.00
MATERIALS SUBTOTAL	\$601.00			

Recommended wire products: [ESAB Corten OK AristoRod](#) or [Weld Star Corten Wire](#) (ER80S-G). Contains the copper and nickel needed to rust uniformly with the Corten plate. Refs: [r/metalworking](#), [Parweld XP Corten ER80S-G](#).

Labor

TASK	WHO	HRS	RATE	TOTAL
Source steel (angle, chain, bolts)	MM	2.0	\$150	\$300.00
Frame cutting & welding, 24 joints	MM	8.0	\$150	\$1,200.00

TASK	WHO	HRS	RATE	TOTAL
Frame welding, 40 tabs + 40 drilled holes	MM	3.5	\$150	\$525.00
LABOR SUBTOTAL	\$2,025.00			

SECTION 01 – MATERIALS \$601.00 + LABOR \$2,025.00 = SECTION TOTAL \$2,626.00

02 | WOOD SOURCING & MILLING

Sourcing and milling reclaimed lumber into flat, glued panels ready for CNC routing.

Materials

MATERIAL	QTY	UNIT	\$/UNIT	TOTAL
Wyoming snow fence / reclaimed wood, both sign faces + logo panel	80	s.f.	\$14.00	\$1,120.00
Banner + logo blank wood	1	allow	\$50.00	\$50.00
MATERIALS SUBTOTAL	\$1,170.00			

Labor

TASK	WHO	HRS	RATE	TOTAL
Sourcing wood	SALT	2.5	\$105	\$262.50
Wood milling & prep – upper sign, lower sign, round GL logo base	MM + SALT	7.0	\$150	\$1,050.00
LABOR SUBTOTAL	\$1,312.50			

SECTION 02 – MATERIALS \$1,170.00 + LABOR \$1,312.50 = SECTION TOTAL \$2,482.50

03 | CNC DESIGN & LAYOUT

Vector layout and 3D sculpted-relief modeling in Aspire, prior to cutting. Billed at design rate.

Labor

TASK	WHO	HRS	RATE	TOTAL
CNC router sign layout (banner + sign)	SALT	4.0	\$165	\$660.00
CNC Grand Lake logo layout	SALT	4.0	\$165	\$660.00
Sign design completion (finalize lettering configuration, Brand Book compliance)	SALT	4.0	\$165	\$660.00
LABOR SUBTOTAL	\$1,980.00			

SECTION 03 – MATERIALS \$0.00 + LABOR \$1,980.00 = SECTION TOTAL \$1,980.00

04 | CNC CARVING & FABRICATION

Machine time using the CNC router (AVID PRO4896). Billed at production/machine-time rate. Hours doubled to cover both faces of the sign.

Labor

TASK	WHO	HRS	RATE	TOTAL
CNC banner carving (routing letters)	SALT	6.0	\$105	\$630.00
CNC "Grand Lake" carving (routing letters)	SALT	3.0	\$105	\$315.00
CNC Grand Lake logo carving (routing image)	SALT	6.0	\$105	\$630.00
CNC grooves, 1" x 1/2" x 6', for aluminum letter track	SALT	2.0	\$105	\$210.00
LABOR SUBTOTAL	\$1,785.00			

SECTION 04 – MATERIALS \$0.00 + LABOR \$1,785.00 = SECTION TOTAL \$1,785.00

05 | BANNER ELEMENT – HAND FABRICATION

Shop shaping and sanding of the two separate banner blanks (one per side) prior to CNC lettering (Section 04).

Labor

TASK	WHO	HRS	RATE	TOTAL
Cut, shape & sand bas-relief banner blanks (2 banners, one per side, 5' x 7" each)	MM	6.0	\$150	\$900.00
LABOR SUBTOTAL	\$900.00			

SECTION 05 – MATERIALS \$0.00 + LABOR \$900.00 = SECTION TOTAL \$900.00

06 | FINISHING

Post-routing cleanup and painted finish across all carved elements, both sides.

Materials

MATERIAL	QTY	UNIT	\$/UNIT	TOTAL
Sign-grade lettering enamel (e.g. 1-Shot), 4 colors, 1 qt each	4	qt	\$85.00	\$340.00
Sandpaper, assorted grit	1	allow	\$35.00	\$35.00
MATERIALS SUBTOTAL	\$375.00			

Labor

TASK	WHO	HRS	RATE	TOTAL
All CNC cleanup – chiseling leftover material + sanding	MM	4.0	\$150	\$600.00
Painting – lettering, banner, logo	MM + SALT	12.0	\$150	\$1,800.00
LABOR SUBTOTAL	\$2,400.00			

SECTION 06 – MATERIALS \$375.00 + LABOR \$2,400.00 = SECTION TOTAL \$2,775.00

07 | ASSEMBLY, TRACK INSTALL & TOUCH-UP

Shop assembly of wood elements to the steel frame, track install, on-site installation of the sign and anchor bolts on the marquee foundation, and punch-list touch-up.

Materials

MATERIAL	QTY	UNIT	\$/UNIT	TOTAL
Travel – on-site visit for install	1	allow	\$150.00	\$150.00
MATERIALS SUBTOTAL	\$150.00			

Labor

TASK	WHO	HRS	RATE	TOTAL
Sign assembly – wood elements bolted to steel frame	MM + SALT	6.0	\$150	\$900.00
Install aluminum slide-track channel	MM	4.0	\$150	\$600.00
Sign install + anchor bolt install (on-site, on marquee)	MM + SALT	6.0	\$150	\$900.00
Touch-up – finishing touches	MM + SALT	4.0	\$150	\$600.00
LABOR SUBTOTAL	\$3,000.00			

SECTION 07 – MATERIALS \$150.00 + LABOR \$3,000.00 = SECTION TOTAL \$3,150.00

08 | INTERCHANGEABLE MARQUEE LETTERS – OUTSOURCED

Purchased letter set for the interchangeable message area. Exact count/distribution and vendor pricing still need verification – see Open Questions.

Materials

MATERIAL	QTY	UNIT	\$/UNIT	TOTAL
4" corten steel marquee letters, outsourced, ~90 pcs (5 rows x ~18/row) – adapted to fit aluminum track	90	ea	\$12.00	\$1,080.00
MATERIALS SUBTOTAL	\$1,080.00			

SECTION 08 – MATERIALS \$1,080.00 + LABOR \$0.00 = SECTION TOTAL \$1,080.00

09 | ALUMINUM TRACK & SHOP SUPPORT MATERIALS

Track material and shared shop supplies (bits, makerspace access).

Materials

MATERIAL	QTY	UNIT	\$/UNIT	TOTAL
Aluminum slide-track channel, 3/4" x 1/4"	50	l.f.	\$5.00	\$250.00
CNC router bits (4 @ \$40)	4	ea	\$40.00	\$160.00
Makerspace access, 2 months @ \$70/mo	2	mo	\$70.00	\$140.00
MATERIALS SUBTOTAL	\$550.00			

Labor

TASK	WHO	HRS	RATE	TOTAL
Procure aluminum tracks for interchangeable lettering	MM	2.0	\$150	\$300.00
LABOR SUBTOTAL	\$300.00			

SECTION 09 – MATERIALS \$550.00 + LABOR \$300.00 = SECTION TOTAL \$850.00

BASE SCOPE – SUMMARY

SCOPE SECTION	MATERIALS	LABOR	TOTAL
01 STEEL FRAME & STRUCTURE	\$601.00	\$2,025.00	\$2,626.00
02 WOOD SOURCING & MILLING	\$1,170.00	\$1,312.50	\$2,482.50
03 CNC DESIGN & LAYOUT	—	\$1,980.00	\$1,980.00
04 CNC CARVING & FABRICATION	—	\$1,785.00	\$1,785.00
05 BANNER ELEMENT – HAND FABRICATION	—	\$900.00	\$900.00
06 FINISHING	\$375.00	\$2,400.00	\$2,775.00
07 ASSEMBLY, TRACK INSTALL & TOUCH-UP	\$150.00	\$3,000.00	\$3,150.00
08 INTERCHANGEABLE MARQUEE LETTERS – OUTSOURCED	\$1,080.00	—	\$1,080.00
09 ALUMINUM TRACK & SHOP SUPPORT MATERIALS	\$550.00	\$300.00	\$850.00
BASE SCOPE TOTAL	\$3,926.00	\$13,702.50	\$17,628.50

ADD ALTERNATES – Priced Separately, Not Included in Base Scope Total

Select alternates as desired; add (or net) against the base scope total above.

ALT 1 | Gold Leaf Lettering

Gold leaf, sizing, and leafing brush applied to “Grand Lake” and banner lettering, both sides – replaces one paint color from the base Section 06 finish.

MATERIAL	QTY	UNIT	\$/UNIT	TOTAL
24kt gold leaf (loose-pack books), sizing, leafing brush kit	1	allow	\$220.00	\$220.00
MATERIALS SUBTOTAL	\$220.00			
TASK	WHO	HRS	RATE	TOTAL
Gold leaf application (sizing, laying, burnishing) – 4 hrs/side x 2 sides	MM	8.0	\$150	\$1,200.00
LABOR SUBTOTAL	\$1,200.00			

ALT 1 – MATERIALS \$220.00 + LABOR \$1,200.00 = SECTION TOTAL \$1,420.00

ALT 2 | “Shou-Sugi-Ban” Burned Finish (eco-friendly way to achieve patina wood with no future maintenance required)

Traditional burned-wood finish for the rectangular sign faces only (not the round logo element) – alternate to the base painted finish.

MATERIAL	QTY	UNIT	\$/UNIT	TOTAL
Torch fuel, wire brush, finish oil	1	allow	\$45.00	\$45.00
MATERIALS SUBTOTAL	\$45.00			
TASK	WHO	HRS	RATE	TOTAL
Burning, wire-brushing, oiling – rectangular faces, both sides	MM	6.0	\$150	\$900.00
LABOR SUBTOTAL	\$900.00			

ALT 2 – MATERIALS \$45.00 + LABOR \$900.00 = SECTION TOTAL \$945.00

ALT 3 | Sign Foam (HDU) in Lieu of Reclaimed Wood

Substitutes 2” high-density urethane sign foam for the Wyoming snow fence / reclaimed wood in Section 02. HDU arrives dimensionally flat and stable, which removes most of the milling/jointing/edge-gluing labor reclaimed lumber requires – shown net of that labor credit.

LINE	QTY/UNIT	RATE	TOTAL
HDU sign foam, 2” thick, both faces + logo	64 s.f.	\$11.00	\$704.00
Additional 2” HDU sheet (5’ x 10’, ~50 s.f.)	1 sheet	\$550.00	\$550.00
Deduct: reclaimed wood, equivalent 64 s.f. (from base Sec. 02)	64 s.f.	-\$14.00	\$-896.00
Deduct: wood milling & prep labor no longer needed (from base Sec. 02, partial credit at flat joint rate)	3.5 hrs	-\$150.00	\$-525.00
ALT 3 NET (materials + labor credit)		\$-167.00	

Net effect is a modest savings versus reclaimed wood at current pricing – worth a second look regardless of which wood option the Board prefers aesthetically. Note: the wood-deduct comparison line above still reflects the original 64 s.f. estimate and hasn’t been rescaled to match the added sheet – reconcile in the more thorough sourcing pass.

CONTINGENCY – NOT A SELECTABLE ALTERNATE

This item only applies if the outsourced 4" letter set (Section 08) cannot be purchased already track-ready. It is not priced into the base scope or the alternates above – flagged separately because of its size and uncertainty.

ITEM	LOW	HIGH	HRS (EST.)
Letter-post welding fallback – IF outsourced letters cannot be purchased track-ready (weld 1/4" rod post + tab to ~90 letters)	\$3,000.00	\$4,500.00	20-30

OPEN QUESTIONS / ITEMS NEEDING VERIFICATION

Flagged for review before this is presented to the Board as a final bid:

- For Steve: please confirm the quantity and letter/character mix needed for the interchangeable marquee lettering set. Section 08 currently assumes 90 pieces (5 rows of ~18), but the actual mix should be sized to the range of messages the Town expects to post – this affects both the outsourced letter order and the aluminum track layout.
- Materials pricing is largely working allowances, not vendor quotes: corten steel angle is quote-only at the suppliers checked; similar caveats apply to reclaimed wood, aluminum track, HDU foam, the outsourced letter set, and the welding wire/gas. See the local sourcing addendum for a first-pass supplier list to begin getting firm numbers.
- Chain (4') and the 60 bolts/nuts noted in the materials list weren't independently priced in the original scope – a placeholder allowance is included; worth confirming with the steel supplier.
- Frame Welding Tabs (3.5h) and Sourcing Wood (2.5h) hour estimates are still working numbers pending final confirmation.
- Letter-post welding is a contingency, not a base-scope item – it only applies if the outsourced letter set can't be purchased already track-ready, and could be one of the largest line items on the project if it lands in-house (see Contingency table below). Worth resolving with the letter vendor before finalizing.
- Gold Leaf (Alt 1) and Shou-Sugi-Ban (Alt 2) both read as alternate finishes to the base 4-color paint job (Section 06), not

additions on top of it. Priced here as gross adds – if the Board selects one, the base Painting line should likely be partially deducted.

- Sign Foam (Alt 3): the wood-deduct comparison line reflects the original 64 s.f. estimate and hasn't been rescaled to match the added sheet – worth reconciling once final panel dimensions are set.

ADDENDUM A | LOCAL MATERIAL SOURCING – FIRST PASS

Candidate suppliers, prioritized by proximity to Grand Lake. Not yet contacted for pricing or stock confirmation – part of the more thorough sourcing pass to follow.

MATERIAL	SUGGESTED SOURCE	DISTANCE FROM GRAND LAKE
Corten steel – angle, flat bar, rod	DenCol, Denver, CO (angle-iron & Corten specialist). Alt: Calvin Steel Service or Triple-S Steel Supply, Denver.	~95 mi / ~2 hrs – Front Range
Chain, bolts/nuts, sandpaper, misc. hardware	Country Ace Hardware, 627 W Agate Ave, Granby, CO.	~10 mi / ~15 min – Grand County
Wyoming snow fence / reclaimed wood	Centennial Woods, Laramie, WY – the original regional source for this material. (Alt: The Mill, Kremmling, CO, using shou-sugi-ban finishing technique)	~150 mi / ~2.5–3 hrs/ or ~30 miles (The Mill)
HDU sign foam, aluminum sheet & slide-track channel	Glantz Sign Supply and Denver Sign Supply Co., both Denver, CO. Confirm they stock the 3/4" x 1/4" track profile – may need a sign-specialty mail-order supplier if not.	~95 mi / ~2 hrs – Front Range
Outsourced 4" corten steel marquee letters (custom cut, ~90 pcs)	Model Metal (CNC plasma) and Artcraft Sign Company (laser cutting), both Denver, CO – get comparative quotes. Also worth pricing against Sign Letter Source (signlettersource.com), a national supplier of pre-cut corten/weathering-steel letters that ships nationwide – may be more cost-effective than custom local fabrication at this quantity.	~95 mi / ~2 hrs – Front Range (+ national mail-order option)

MATERIAL	SUGGESTED SOURCE	DISTANCE FROM GRAND LAKE
Sign-grade paint	Glantz or Denver Sign Supply, Denver, CO (sign-industry coatings). Also check a Front Range Sherwin-Williams commercial branch.	~95 mi / ~2 hrs – Front Range
Gold leaf, sizing, leafing brush (Alt 1)	Meininger Art Supply, 499 Broadway, Denver, CO – call ahead to confirm gilding stock. Denver sign supply houses are a backup.	~95 mi / ~2 hrs – Front Range
CNC router bits	Rockler Woodworking & Hardware, 2553 S Colorado Blvd, Denver, CO. Also check Glantz/Denver Sign Supply for sign-specific compression bits.	~95 mi / ~2 hrs – Front Range
CNC router access	Clear Creek Makerspace – already in use.	Local

PRELIMINARY ESTIMATE – Working numbers only. Not a hard bid. Final pricing requires confirmed design, vendor quotes on materials flagged above, and resolution of the open questions listed.

SALT Workshop, Ltd. + MetalMorphic Methods | Town of Grand Lake | Town Center Marquee Sign Design & Fabrication

SALT
note:
Final
Design
Pending



SALT
note:
Final
Design
Pending



SALT
note:
Final
Design
Pending





TOWN OF GRAND LAKE STAFF REPORT

TO: Mayor Bergquist & Town Trustees **FROM:** Sarah Weekes, Event Manager

DATE: July 27, 2026

ACTION TYPE: ☒ Action Requested ☐ Information Only

RE: Consideration of Approval of a Special Event Permit Application and Resolution No. 72-2026 — Grand Lake U.S. Constitution Week "Grand Lake U.S. Constitution Week" Event, September 14, 2026, through September 20, 2026

BACKGROUND

Grand Lake's Constitution Week traces its roots to a national tradition established in 1956, when Congress and President Eisenhower — acting on a proposal from the Daughters of the American Revolution — designated a week each September to commemorate the signing of the U.S. Constitution. Grand Lake began hosting its own weeklong celebration in 2012, and the 2026 event will mark its 15th consecutive year, making it, by the organization's account, the first community in the nation to continuously celebrate Constitution Week with a full week of programming. Now operating as a 501(c)(3) nonprofit, the organization's mission is to educate, promote, and celebrate the Constitution in a nonpartisan setting, drawing keynote speakers, lecturers, and visitors from across the country each year. Grand Lake's model has since inspired similar celebrations in other communities, including Lake Havasu, Arizona; Fort Collins and Windsor, Colorado; and Wimberley, Texas, cementing the town's reputation as a leader in this national observance.

Grand Lake will host U.S. Constitution Week from September 14–20, 2026, with events taking place at the Grand Lake Center and various local parks throughout town. Educational speeches and lectures are planned on weekdays at noon and 5:00 p.m., offering residents and visitors opportunities to engage with the week's civic and historical themes. The week will culminate on Saturday, September 19, with a keynote event, live music performance, and the traditional community parade. Finalized speaker line-ups and daily event locations will be posted on the official Grand Lake Constitution Week website as they become available.

In previous years, the Board of Trustees has agreed to contribute financially toward the fireworks display held during Grand Lake's U.S. Constitution Week. For this year's event, the organizing committee is requesting that the Town host a 10-to-12-minute fireworks display on September 19, 2026, with the cost covered using the funds currently on credit with J&D Displays. Should safety restrictions prevent a fireworks display from being held, the committee has asked that the Town instead share in the cost of a drone display, contributing up to \$10,000 toward that alternative.

Grand Lake U.S. Constitution Week has submitted a Special Event Permit application for its upcoming event and is requesting that the Board of Trustees waive the following fees and provide funding for a fireworks or drone display due to its nonprofit status:

- Special event permit fee in the amount of **\$250.00**
- Community House rental fees for the requested dates in the amount of **\$300.00**
- Community House AV equipment rental fees for the requested dates in the amount of **\$200.00**
- Heckert Pavilion rental fee for the requested dates in the amount of **\$160.00**
- Heckert Pavilion electricity fee for the requested dates in the amount of **\$50.00**
- Grand Lake Center Auditorium rental fee for the requested dates in the amount of **\$5,600.00**
- Grand Lake Center Double Room rental fee for the requested dates in the amount of **\$480.00**
- Grand Lake Center sound equipment rental fee for the requested dates in the amount of **\$175.00**
- Grand Lake Center carpets and drapes rental fee for the requested dates in the amount of **\$800.00**
- Grand Lake Center large event cleaning fee for the requested dates in the amount of **\$150.00**
- Fireworks funding: use of the Town's existing credit with J&D Displays to fund a 10–12-minute fireworks display, or, if unavailable, a contribution toward a drone display, in the amount of **\$10,000.00**

REVIEW CONSIDERATIONS

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

- (a) The predominant use of the primary facility being used; and
- (b) The proposed event and the event hours; and
- (c) Neighborhood compatibility; and
- (d) Effect of the proposed event on the community; and
- (e) The Town's anticipated cost in staff time and equipment use; and
- (f) The benefit to non-profit from the event; and

- (g) The benefit to local businesses from the event; and
- (h) Duplication of services or sale items; and
- (i) Nature of the past event issues or similar past event issues.

FISCAL NOTE

In 2026, the Board of Trustees has not yet waived fees for Grand Lake U.S. Constitution Week.

SUGGESTED MOTION

I move to approve (or deny) the Special Event Permit application and Resolution No. 72-2026, setting certain fees and fireworks funding for Grand Lake U.S. Constitution Week, "Grand Lake U.S. Constitution Week" event, to be held September 14, 2026, through September 20, 2026.

REDACTED COPY — EMAIL CORRESPONDENCE

Prepared for release under the Colorado Open Records Act (CORA), C.R.S. § 24-72-200.1 et seq.

Message 1 of 2 (Forwarded Message)

From: Marc Auville <[REDACTED]>
To: Sarah Weekes <sweekes@toglco.com>
Sent: Wednesday, August 5, 2026 5:42 PM
Subject: FW: Town Support for Fireworks - GLUSCW request

Hi Sarah,

Please see below our request for the Town's support for a fireworks display during GLUSCW, on Saturday evening, Sept. 19th.

Sincerely,

Marc Auville

President, Grand Lake U.S. Constitution Week
[REDACTED]

Message 2 of 2 (Original Message)

From: Katie Ellis <[REDACTED]>
Sent: Wednesday, August 5, 2026 11:31 AM
To: Marc Auville <[REDACTED]>
Subject: Town Support for Fireworks - GLUSCW request

In 2012, when the 4th of July fireworks were cancelled, Patriots like Doris Braun and Tom Goodfellow got to work exploring alternative options to reschedule the fireworks celebration when fire restrictions were lifted. Tom Goodfellow conceived of Grand Lake U.S. Constitution Week after realizing that while Independence Day is widely celebrated, very few people know about Constitution Day or the National Constitution Week established by President Dwight Eisenhower in 1956. What better way to honor one of our greatest founding documents than to hold a week-long celebration, including Fireworks over Grand Lake!

Once again, the fireworks were wisely canceled for the 2026 Independence Day celebration. There is only one chance to celebrate Colorado 150 and America 250 during the 15th Annual Grand Lake U.S. Constitution Week with Fireworks! We are hopeful that the conditions will improve to allow this, and with the Town's help, we can celebrate with an incredible performance for our residents, visitors, and attendees.

We are asking that the Town host a 10-12 minute fireworks performance on September 19th and cover the cost of the performance using the funds that are on credit with the fireworks company.

We are working on a drone show as a backup, in the case we are unable to safely have a fireworks display. While fireworks are our top choice, we are asking that the Town share in the cost of the back up drone show performance in the amount of \$10,000.

Katie Ellis

REALTOR®, Coldwell Banker Realty
[REDACTED]
[REDACTED]
[REDACTED]

Redaction note: Personal phone numbers and personal (non-official) email addresses of private individuals have been redacted under the personal-privacy exemption commonly applied to CORA disclosures (C.R.S. § 24-72-204(3)(a)). Names, the substance of the request, dates, and dollar amounts have been retained as part of the disclosable public record. This is a staff-prepared draft, not a legal determination — have the Town Attorney confirm redactions before release.

**TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 71-2026**

**A RESOLUTION SETTING CERTAIN FEES FOR GRAND LAKE U.S.
CONSTITUTION WEEK “GRAND LAKE U.S. CONSTITUTION WEEK” EVENT TO
BE HELD ON SEPTEMBER 14, 2026, THROUGH SEPTEMBER 20, 2026**

WHEREAS, Grand Lake U.S. Constitution Week has scheduled a special event, Grand Lake U.S. Constitution Week, September 14, 2026, through September 20, 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, the rental fee for the Community House AV Equipment for the scheduled time is set at \$200, the rental fee for the Heckert Pavilion for the scheduled time is set at \$160, the rental fee for the electricity for the Heckert Pavilion for the scheduled time is set at \$50, the rental fee for the Grand Lake Center Auditorium for the scheduled time is set at \$5600, the rental fee for the Grand Lake Center Double Room for the scheduled time is set at \$480, the rental fee for the Grand Lake Center Sound Equipment rental fee for the scheduled time is set at \$175, the rental fee for the Grand Lake Center Carpets & Drapes for the scheduled time is set at \$800, the cleaning fee for the Grand Lake Center for the scheduled event is \$150 ; 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, the special event application fee and funding the fireworks and/or drone display 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 U.S. Constitution Week *Grand Lake U.S. Constitution Week* event to be held September 14, 2026, through September 20, 2026.
2. The Board of Trustees further waives the Community House rental fee, the Community House AV Equipment Rental Fee, the Heckert Pavilion Rental fee, the Heckert Pavilion electricity rental fee, the Grand Lake Center Auditorium rental fee, the Grand Lake Center Double Room rental fee, the Grand Lake Center Sound Equipment Rental fee, the Grand Lake Center Carpet and Drapes rental fee, and the Grand Lake Center Large Event Cleaning fee associated with the event for the scheduled dates.
3. The Board of Trustees further agrees to use \$10,000 of the Town’s existing credit with J&D Displays to fund a 10 – 12-minute fireworks display or if due to fire restrictions the fireworks display is prohibited the Board of Trustees agrees to contribute \$10,000 towards a drone display.

**DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF
THE TOWN OF GRAND LAKE THIS 10TH DAY OF AUGUST 2026.**

Votes Approving:
Votes Opposing:
Votes Abstaining:
Absent:

(SEAL)

ATTEST:

Alayna Carrell, Town Clerk

Christina Bergquist, Mayor

15th Annual
★ **US Constitution Week** ★

Home of the Premier Constitution Week Celebration in America

Grand Lake, Colorado

September 14 - 20, 2026



AMERICA 250 - COLORADO 150

Weekday Speakers and Activities

- Professor Rob Natelson - Independence Institute
- Dr. Thomas Krannawitter - P.H.D. George Mason University
- Brandon Wark - Free State Colorado
- Hillsdale College Professor
- Veteran Speaker
- The Daughters of the American Revolution
- Constitutional Movie

Youth Day

Nick Hegge from the National Constitution Center

- Inaugural member of the NCC's Civic Education for Rural and Remote Communities Fellowship
- 16 years of classroom experience teaching Government, Civics and dual-credit American History
- A 2020 James Madison Fellow, Hegge has served on the National Constitution Center's Teacher Advisory Board since 2018, and has long worked to connect rural students to their communities through mock trial, athletics, and civic engagement.

Nick is leading an interactive lesson on the Constitutional Convention. He is also hosting a trivia contest with prizes for the winners including board games developed by the NCC. There are many opportunities for our local students to engage further with the NCC in the future.

Thanks to our local business sponsors and our partnership with the town, the students will once again be treated to fun activities and treats following the educational presentation. They can return to the Grand Lake Center in the evening for a lesson with The Daughters of the American Revolution (DAR) about the History of the founding of Constitution Week in America.

America 250 Panel Display

We are requesting to display these panels throughout the week on the lawn of the Grand Lake Center, and at our Keynote event in the Town Park. Panels will be moved into the Grand Lake Center overnight.



These 15 (6'x12') panels tell the story of the Declaration of Independence, The American Revolution, The Continental Congress and The Constitution.

Keynote Speaker - Professor Jeffrey Rosen

Jeffrey Rosen, Professor at Law at George Washington University, served as the President and CEO of the National Constitution Center from 2013 to 2026, where he is now CEO Emeritus.

- Past contributor to the Atlantic, legal affairs editor of The New Republic, writer at The New Yorker and New York Times Magazine.
- Graduate of Harvard, Oxford, and Yale Law School.
- Author of 9 books - (The Pursuit of Liberty: How Hamilton vs. Jefferson Ignited the Lasting Battle Over Power in America (2025), Conversations with RBG: Ruth Bader Ginsburg on Life, Love, Liberty, and Law, The Supreme Court: The Personalities and Rivalries That Defined America, The Promise of America: Reflection on Our Enduring Ideals, The Unwanted Gaze: The Destruction of Privacy in America)

Professor Rosen is an expert on the Constitution, and a true non-partisan. We are grateful he will be providing the Keynote address during our Main Event.



Fireworks!

In 2012, when the 4th of July fireworks were cancelled, Patriots like Doris Braun and Tom Goodfellow got to work exploring alternative options to reschedule the fireworks celebration when fire restrictions were lifted.

Tom Goodfellow conceived of Grand Lake U.S. Constitution Week after realizing that while Independence Day is widely celebrated, very few people know about Constitution Day or the National Constitution Week established by President Dwight Eisenhower in 1956. What better way to honor one of our greatest founding documents than to hold a week-long celebration, including Fireworks over Grand Lake!

Once again, the fireworks were wisely canceled for the 2026 Independence Day celebration.... There is only one chance to celebrate Colorado 150, America 250 and the 15th Annual Grand Lake U.S. Constitution Week with Fireworks! We are hopeful that the conditions will improve to allow this, and with the Town's help, we can celebrate with an incredible performance for our residents, visitors, and attendees.

While fireworks are our first choice, we are working on a drone show as a backup.

Support Requests from the Town of Grand Lake

Fireworks Support - We are asking that the Town host a 10-12 minute fireworks performance on September 19th and cover the cost of the performance using the funds that are on credit with the fireworks company.

America 250 Statue - As an official America 250 event, GLUSCW is requesting the Town bring back the impressive America 250 Statue.

Fee Waivers - As a 501(c)3 community organization, GLUSCW is requesting all venue rental fees be waived.

We appreciate the continued partnership and support from the Town of Grand Lake and are so excited to continue this event for the 15th year in our beloved town!





TOWN OF GRAND LAKE STAFF REPORT

TO: Town of Grand Lake Board of Trustees

FROM: Steve Kudron, Town Manager

DATE: 8/10/2026

ACTION TYPE: ☒ Action Requested ☐ Information Only

RE: Town Attorney Interview and Selection

BACKGROUND

On June 19th notice was posted through the Bidnet system for an RFP soliciting Town Attorney services. The posting was open through July 17, 2026. Two firms responded to the listing, including our current attorney, Krob Law, and Hoffmann, Parker, Wilson & Carberry, P.C. I have asked both to present their proposals to you this evening. The Town Attorney is appointed by the Board of Trustees.

SUGGESTED MOTION

Suggested motion:

I move to appoint _____ as Town Attorney for the Town of Grand Lake.



SCOTTY P. KROB
scott@kroblaw.com

DANIEL S. KROB
dan@kroblaw.com

KROB LAW OFFICE, LLC
Attorneys at Law

July 10, 2026

Town of Grand Lake
Steve Kudron, Town Manager
1026 Park Avenue
P.O. Box 99
Grand Lake, CO 80447

Sent via email to: skudron@toglco.com

Re: Proposal to Continue to Serve as Town Attorney

Dear Town Board of Trustees,

Please consider this letter and its enclosures our firm's letter of intent to continue to serve as Municipal Attorneys for the Town of Grand Lake. We are confident that we are more than capable of meeting the Town's needs and look forward to working with the Town. Under our proposal, Daniel Krob would serve as the Town Attorney and assisted and supplemented, as needed, by Scotty P. Krob.

As noted in our proposal letter in 2024, while we have provided legal representation to Grand Lake for over 35 years, in recent years, the Town's request for legal representation has been extremely limited in scope and depth. We strive to provide our clients with excellent representation in the amount they desire and understand Grand Lake is moving towards more involvement from their legal counsel. We look forward to providing a more comprehensive representation based on the needs and desires of the Town.

1. General Narrative discussing the philosophy of the firm in terms of providing Town Attorney Services

Over 35 years ago, the Town of Grand Lake was our first municipal client. The historical and institutional knowledge of Grand Lake we have accumulated over the decades of representation of the Town is extraordinarily valuable to the Town as both a cost benefit and a connection to the Town we grew up in. Since the 1980s, our municipal law practice has grown and we now represent a variety of municipalities throughout the state, including the cities of Evans, Brush, and Aurora (Civil Service Commission), and the Towns of Grand Lake, Granby,

Bennett, Keenesburg, Larkspur, Alma, and Lake City. We also serve as special water counsel for the cities of Cortez and Thornton. In fact, municipal law and water law for municipalities are virtually all we do. Our focus on municipal representation allow us to efferently and effectively identify and avoid any potential conflicts of interest.

Our firm 's representation of Grand Lake is handled primarily by Dan Krob, with meeting coverage and other specific items provided on request by Scott Krob. To give you a better idea of who we are, I have attached both of our resumes.

In representing municipalities, we provide the full spectrum of general municipal legal services, and have been doing so for years. We regularly draft, review, and present intergovernmental agreements. We review and draft changes to municipal codes as well as prepare and review resolutions and contracts as requested by the Board or Town Staff. We guide Boards through personnel matters and liquor licensing issues, assist the municipal clerk on election matters, including election timelines, wording of ballot questions, election challenges filed with the municipal clerk or pursued in district court. We attend Board meetings and workshops when requested, and work with and advise the Board, Mayor, Town Manager, and other Town Officials and staff, covering the full range of ever-changing issues facing each unique municipality. Whether the subject is TABOR, a memorandum of understanding with the fire district or sheriff, liquor licensing, potential conflicts of interest, or a contract for this year's paving projects, our firm fully advises our municipal clients of their options and guides them through the project to the extent they seek our assistance. Such assistance is particularly important as there is an increasingly changing landscape of state laws related to cities and towns, involving issues such as affordable housing, ADU regulations, landscape limitation, and wildfire resiliency.

In the land use and development area, we have addressed the full range of land use matters from simple plats or rezonings to annexing over 3,000 acres including two golf courses and a ski area, as well as a Planned Development for 4,000 residential units and supporting commercial development into the Town of Granby. We routinely handle real property matters, such as easements, encroachment agreements into municipal rights-of-way, agreements for the use of municipal rights-of-way to install utilities, franchise agreements, purchase and sale of municipal property, special use permits, variance requests, vacating of municipal rights-of-way, and property exchanges for municipalities, among other real property matters.

We have provided legal advice regarding rezonings of individual lots or entire sections of a municipality and often engage in enforcement actions to ensure compliance with zoning codes and elimination of nuisances. These matters require review of title insurance policies and we routinely advise the Town on the adequacy of such policies as well as potential liabilities associated with insufficient or incomplete title policies.

One additional service our firm provides that most other municipal firms do not, is in the area of water law. We serve as the water counsel for all of our municipal clients, including Grand Lake. We are intimately familiar with the Colorado Big Thompson system including

Granby Reservoir, Shadow Mountain Reservoir, Grand Lake, the Alva B. Adams Tunnel as well as the storage and other related down stream components of the CBT Project.

Although we are competent in matters regarding TABOR, Tax increment financing, bond procurement and other Title 29 issues, we have all of our municipal clients retain outside bond counsel. The two primary bond counsel that assist municipalities are Butler Snow and Kutak Rock, and we have worked with both of them on numerous occasions. We have experience advising Urban Renewal Authorities, metro districts, and other special districts in several jurisdictions.

In terms of litigation experience, Scott's experience as a judge early in his career allowed him to become very comfortable and familiar with courtroom settings and processes, mediation and arbitration in addition to formal litigation and a wide variety of alternative dispute resolutions options. We have litigated a number of cases for our municipal clients through both the trial and appellate courts of Colorado, as well as in the federal district court for the district of Colorado. Those cases involved quieting the title to the Town's marina, defending against election challenges, enforcement of setback regulations, enforcement of landscaping requirements, defending against inverse condemnation claims, successfully defending against bank and developer contract claims that would have cost the municipality in excess of \$10 million if they had succeeded, and others. We have also been involved in complex commercial litigation in the federal courts in Arizona, Texas, Illinois, and New York, and in the 5th, 9th, 10th, and Federal Circuit Courts of Appeals.

We provide orientation and training for newly elected officials on a regular basis and are glad to provide "attorney chats" on specific items as we have done in the past on topics such as quasi-judicial proceedings, conflicts of interest, ethics, FMLA, ADA, FLSA, employment law, the Colorado Open Records Act, metro districts and other types of special districts. We also offer a legislative update every year summarizing legislation passed in the last session that may impact the Town. We provide it to all our municipal clients, including Grand Lake. The Town Manager believes this is an important service which we look forward to continuing to provide for the benefit of Town Trustees and Staff moving forward.

Our firm utilizes close ties we have developed over the years with our brethren municipal attorneys throughout the state. We actively participate in the CML attorney list serve, regularly attend and present at CML conferences and seminars, and are members of the Metro City Attorneys group. Scott is also one of six attorneys who serve on the CML amicus committee to review requests to have CML participate in appeals of municipal issues that are of importance to cities and towns throughout the state. These are invaluable resources for ensuring the Town of Grand Lake receives competent, up to date legal representation.

Our firm has a very collegial approach to practicing municipal law. Most days at least two and often, all three of us meet for lunch and discuss the issues our respective municipalities are experiencing. Those discussions not only increase our knowledge of the substantive law, but also enhance our ability to provide back up or coverage if someone needs it. There are also

certain economies of scale to be achieved for matters that are virtually identical for all municipalities, such as implementation of model codes or new legislation or providing elected officials with legislative updates.

Our policy regarding travel is also a bit unique among municipal law firms. Although we are located in Denver, we do not charge for our mileage or time involved in traveling. There are a couple of reasons for this policy, particularly as it relates to the Town of Grand Lake. When Scott first started representing Grand Lake, our family lived in Grand Lake. Since we moved, it hardly seemed fair to charge the Town for Scott's travel time. Since then, we have adopted the same policy for all our municipalities because we believe towns should determine who best represents their legal interests based on the attorneys' qualifications, experience and abilities, not their location.

We would welcome the opportunity to continue representing the Town of Grand Lake, if that is the desire of the Board. We are also ready and willing to answer any questions or address any concerns the Board may have.

2. Qualifications and Experience

The Krob Law Office, LLC has been in business for over 30 years, since 1996, however, Scott Krob has represented the Town of Grand Lake since the early 1980's. Copies of CV for both Scott Krob and Dan Krob are attached to provide qualification and experience.

3. References

Dave Roberts, Mayor

Town of Lake City (Statutory)
230 N. Bluff Street
Lake City, Colorado 81235
(970) 944-7777
daveroberts@townoflakecity.co

Loranda Packard, City Clerk
City of Brush (Statutory)
600 Edison Street
Brush, Colorado 80723
(970) 842-5001
lpackard@brushcolo.com

Elisabeth Grant, Municipal Court Clerk

City of Evans (Home Rule)
1100 37th Street
Evans, Colorado 80620
(970) 475-1103
egrant@evanscolorado.gov

Matt Cain, Administrator
City of Aurora Civil Service
Commission (Home Rule)
15151 Alameda Parkway
Aurora, CO 80012
(303) 326-8932
mcain@auroragov.org

Karen Frawley, City Clerk

City of Windsor (Home Rule)
301 Walnut Street
Windsor, Colorado 80550
(970) 674-2404
kfrawley@windsorgov.com

Matt Canterbury, Town Manager
Town of Keenesburg (Statutory)
91 West Broadway Avenue
Keenesburg, Colorado 80643

(970) 773-0187
mcantebury@keenesburg.org

Melissa L. Mijares, Municipal Court Clerk
Town of Johnstown (Home Rule)
450 S. Parish Avenue
Johnstown, Colorado 80534
(970) 578-9607
mmijares@johnstown.gov

Mindy Kazurova, Mayor
Town of Larkspur (Home Rule)
8720 Spruce Mountain Road
Larkspur, Colorado 80118
(303) 681-2324
mkazurova@townoflarkspur.org

4. Cost Proposal

The rates we charge all of the public entities we represent are substantially lower than what we charge private clients, as we feel a commitment to assisting public entities. We bill in tenth of hour increments. Our rates for representing Grand Lake are as follows: These represent a slight (roughly two percent) cost of living increase, but the new rates would not take effect until January 1, 2027, to enable the Town to develop its 2027 budget with the new rates in mind.

Daniel Krob	\$220.00/hr
Scotty P. Krob	\$240.00/hr
Paralegal	\$100.00/hr

A monthly statement will be generated by our office and the timing of our bill can be arranged to coordinate with the Town's Finance Department timeline.

Thank you for the opportunity to present our proposal to you. We have thoroughly reviewed the RFP materials and addendum and requirements of the position. We are confident we have the knowledge, experience, and ability required to continue to provide outstanding legal representation to the Town of Grand Lake. We look forward to the opportunity to discuss these matters further with you.

Sincerely,

KROB LAW OFFICE, LLC

By: /s/ Daniel S. Krob
Daniel S. Krob



KROB LAW OFFICE, LLC

Attorneys at Law

Daniel Krob

Education - Bar Admissions

Juris Doctorate

Washburn University, Topeka, KS

Bachelor of Arts in Sociology

Colorado State University, Fort Collins, CO

Admitted to practice law in the State of Colorado and the United States District Court for the District of Colorado 2012

Memberships

American Bar Association 2012

Colorado Bar Association 2012

Denver Bar Association 2012

Colorado Municipal League - Attorney Section 2012

Metro City Attorney's Group 2012

Professional Experience

Attorney

May 2012 – Present

**Krob Law Office, LLC,
Greenwood Village, CO**

Attend town council/board meetings as town attorney

Advise town boards and staff, including police departments, on relevant legal issues

Draft and present ordinances, contracts and intergovernmental agreements,

Address referendum and initiative issues

Advise town council/board on issues arising during meetings and on statutes governing municipalities, including but not limited to TABOR, open records requests, open meetings laws, and Colorado Governmental Immunity Act

Prosecute violations in municipal court, working directly with officers

Pursue municipal directives of Boards of Trustees, Mayors, Managers, Town Clerks, Police Chiefs and other department heads, as well as citizens

Research complex municipal and other legal issues and discuss findings with clients

Draft ordinances, resolutions, complaints, demand letters, discovery requests and responses, memoranda, briefs, opinion letters and other correspondence

Negotiate, prepare, revise, and review land use materials including, but not limited to annexation, exclusion, planned development, subdivisions, variances, conditional and special use

8400 East Prentice Avenue, Penthouse, Greenwood Village, Colorado 80111

Telephone: (303) 694-0099 Fax: (303) 694-5005

- permits and other land use documents involving municipalities, special districts, and developers
- Represent non-municipal clients in complex civil litigation in State and Federal Courts
- Draft pleadings, discovery requests and responses, mediation statements, trial briefs and related materials for complex civil litigation in both state and federal courts for private litigation client
- Prepare for and attend depositions, mediations, client interviews, and hearings as second chair for complex commercial litigations in federal courts, first chair in county court cases
- Prepare and carry out exclusion of a water and sanitation district from a municipality
- Advise Town Council regarding ongoing well site, water line, and water treatment facility replacement, negotiate easements and other contracts regarding the same, and work with CDPHE and other regulatory agencies to fund and facilitate new well and water treatment plant
- Advise Town on payment of fee in lieu of land dedication pursuant to an annexation agreement
- Research and advise Town regarding water plant investment fees for water and sewer service
- Advise Town regarding financing and purchasing of new town hall and draft documents to facilitate the transaction
- Draft and review contracts, intergovernmental agreements, easements, leases, and memoranda of understanding

**Assistant City Attorney
City Of Evans, CO**

June 2016 – July 2019

- Advise City Council, City Boards and City Staff on a wide variety of issues on a daily basis
- Represent the City in civil and administrative matters
- Attend meetings of the City Council, planning commission, water and sewer board, and various other boards and committees
- Conduct instructional work sessions for City Council and Planning Commission
- Coordinate with Weld County and other governmental entities on a multitude of various Intergovernmental Agreements for police services, road improvement projects, drug task forces, and land use planning
- Prosecute all violations in municipal court and work directly with City Police Department
- Develop preventative and restorative programs with fire department for youth offenders
- Represent City in District Court and Colorado Court of Appeals in various matters
- Work with state and federal agencies to facilitate City wide flood recovery and create and rebuild new parks
- Advise and assist in insurance claims against the City including coordinating with insurance counsel and provider
- Revise and assist in preparation of City employee personnel and department policies
- Assist Colorado Bureau of Investigation in connection with limiting gaming investigation in closure of illegal business
- Revise municipal code on land use, liquor, building permits, penalty limits, code enforcement, and municipal appeals
- Provide legal opinions on business licensing and zoning matters
- Supervise Court personnel and establish procedures to efficiently and effectively streamline court procedures

Represent and advise police department on changes in federal law and forfeiture statutes
Attend and conduct City Council meetings including executive sessions regarding strategies for
resolving ongoing litigation, personnel matter, and other confidential issues

Town Attorney
Town of Keenesburg, Colorado

August 2024 - Present

Town Attorney
Town of Lake City, Colorado

November 2021 - Present

City Attorney
City of Brush, Colorado

January 2020 - Present

Town Attorney
Town of Grand Lake, Colorado

July 2019 - Present

Town Attorney
Town of Larkspur, Colorado

September 2014 - Present

Member Board of Directors
Responsible Recreation Foundation
Stay The Trail Colorado

May 2014- Present

Attend regular meetings to promote safe and responsible motorized outdoor recreation
Communicate and coordinate with multiple state and federal agencies to educate the public and
off-highway vehicle owners to develop a sense of stewardship for public lands
Develop advertising and promotional billboards, stickers, maps, and other materials
Researched and filed multiple trademark applications to protect Foundation slogans, logo, and
designs
Coordinate grant funding and monitor foundation accounts

Law Clerk
Krob Law Office, LLC,
Greenwood Village, CO

July 2008 – May 2012

Gained familiarity with municipal organizations, law and processes.

Professional References

Chris Rogowski, Manager
Town of Larkspur
8720 Spruce Mountain Road
Larkspur, Colorado 80118
(303) 681-2325
crogowski@townoflarkspur.org

Dave Roberts, Mayor
Town of Lake City
230 N. Bluff Street
Lake City, Colorado 81235
(970) 944-7777
daveroberts@townoflakecity.co

Karen Frawley, City Clerk
City of Windsor
301 Walnut Street
Windsor, Colorado 80550
(970) 674-2404
kfrawley@windsorgov.com

Loranda Packard, City Clerk
City of Brush
600 Edison Street
Brush, Colorado 80723
(970) 842-5001
lpackard@brushcolo.com

Matt Canterbury, Town Manager
Town of Keenesburg
91 West Broadway Avenue
Keenesburg, Colorado 80643
(970) 773-0187
mcanterbury@keenesburg.org

Melissa L. Mijares, Municipal Court Clerk
Town of Johnstown
450 S. Parish Avenue, Johnstown, Colorado 80534
(970) 578-9607
mmijares@johnstownco.gov

Personal Interests

Skiing, hiking, camping, Jeeps, guitar, metal fabrication, biking, boating, snowmobiling, motorcycles, fishing, and traveling

SCOTTY P. KROB
KROB LAW OFFICE, LLC
8400 E. Prentice Avenue
Penthouse
Greenwood Village, Colorado 80111
(303) 694-0099

Present Employment

Krob Law Office, LLC - 1996 to Present

Employment History

Partner, White & Jankowski, 1992 - 1996

County Court Judge, Grand County, Colorado, 1983 - 1992

District Court Magistrate, 14th Judicial District, 1986 - 1991

Water Court Referee, Water Division No. 6, 1988 - 1991

Municipal Judge, Towns of Winter Park, Fraser, Hot Sulphur Springs, and Granby

Partner, DiCola and Krob, 1982 - 1983

Associate, Hall & Evans, Natural Resources Department, 1980 - 1982 later known as Nossaman,
Krueger & Marsh, now known as White & Jankowski, Denver, Colorado

Clerk, Hall & Evans, Litigation Department, Summer 1979

Research Assistant for Professor H.B. Robertson, Duke University School of Law, Summer 1978

Honors and Activities

Professional:

Member, Amicus Committee, Colorado Municipal League, 2015 - Present

Member, Colorado Municipal League Attorney Section, 1985 - Present

Member, Metro Attorney Association, 1994 - Present

Member, Special Districts Association Attorney Section, 1987 - Present

Adjunct Professor, Legal Ethics, University of Denver College of Law, 1995 - 1997

Co-Editor of Ethics Column, COLORADO LAWYER, 1996-1999

Member, Ethics Committee, Colorado Bar Association, 1996 - 2010

Recipient of the Judicial Excellence Award for Colorado County Court Judges, 1990

President, Colorado County Judges' Association, 1990 - 1991

Vice President, Colorado County Judges' Association, 1989 - 1990

Chairman, DUI Benchbook Committee, 1989 - 1992

Colorado Delegate to ABA National Conference of Special Court Judges, -
1987, 1988, 1989, 1991

Chairman, Committee on Judicial Immunity, National Conference of Special Court Judges,
American Bar Association, 1989 - 1991

Member, Flaschner Judicial Award Board, American Bar Association, 1990 - 1991

Member, Colorado Supreme Court Committee on County Court Case Management,
1989 - 1991

Member, Colorado Judicial Legislative Advisory Committee, 1990 - 1992

Member, Colorado Trial Judges' Council, 1989 - 1992

Mediation Associate, CDR Associates, Boulder, Colorado, 1993 - 1995

Honors and ActivitiesLaw School:

American Jurisprudence Award
Editor, Duke Legal Research Program

Undergraduate School:

Boettcher Foundation Scholar (four years)
Phi Beta Kappa Honor Society

Publications/Letters

- 2013 Colorado Municipal League, October 12, 2013
"Protecting the Confidences of a Public Client"
- 2003 CLE International - 9th Annual Conference Endangered Species Act & Habitat,
May 2, 2003 - "The Ethical Attorney - An Endangered Species?"
- 2002 Colorado Municipal League, October 6, 2002
"Report of the American Bar Association Ethics 2000 Commission:
Issues for Municipal Attorneys" co authored with Joseph N. deRaismes III
- 2002 Colorado Bar Association, September 18, 2002
"Ethics for Government Lawyers II" panel participant
- 1999 7th Annual Conference New Mexico Water Law, August 27, 1999
"Confidentiality & Disclosure: Limits and Liabilities"
- 1999 Colorado Indian Bar Association, May 20, 1999
"Confidentiality & Disclosure: Limits and Liabilities"
- 1999 American Bar Association, Section of Natural Resources, Energy, and Environmental
Law, 17th Annual Water Law Conference: Evolving Federalism in Water Law and
Policy, February 25, 1999 - "Obtaining Valid Conflict Waivers and Other Issues
Facing the Water Practitioner"
- 1998 Western Water Law Conference, March 6, 1998
"Conflicts and Waivers in a Water Law Practice"
- 1998 New Mexico Water Law Conference, August 27, 1998
"Conflicts and Waivers in a Water Law Practice"
- 1998 National Conference on Endangered Species Act" September 11, 1998
"The Out-of-Bounds Client: Advising vs. Assisting"
- 1997 *A Practical Approach to Conflict of Interest*, 26 COLORADO LAWYER 87 (1997)
- 1996 Presentation at Colorado Municipal League Conference, June 21, 1996
"Ethical Issues for Colorado Municipal Attorneys"
- 1996 Presentation at Colorado Municipal League Conference, September 19, 1996,
"Ethical Issues for Colorado Municipal Attorneys, Part II"
- 1995 *Grievances: Recognizing the Realities and Reducing the Risks*,
24 COLORADO LAWYER 2197 (1995)

Publications/Letters continued

- 1992 Lecturer at Advanced Orientation Seminar for new judges
- 1990 Lecturer at Annual Colorado Judicial Conference
- 1990 Lecturer at Advanced Orientation Seminar for new judges
- 1989 Lecturer at Annual Colorado Judicial Conference
- 1989 Panelist on Court Appointment of Counsel, Colorado Bar Association Convention
- 1987 Lecturer at Annual Colorado Judicial Conference
- 1982 Lecturer at Colorado Paralegal Institute
- 1978 Research assistant to Professor H.B. Robertson in the preparation of a law review article appearing in the Duke Law Journal

Bar Admissions

- Admitted to the Colorado Bar in October 1980
- Admitted to the United States District Court, District of Colorado in October 1980
- Specially admitted to the Wyoming Bar in October 1980
- Specially admitted to the United States District Court, Southern District of Illinois, 1999
- Specially admitted to the United States District Court, District of Arizona, 2008
- Specially admitted to the United States District Court, Southern District of Texas, 2010
- Specially admitted to the United States District Court, Eastern District New York, 2015
- Admitted to the United States 5th Circuit Court of Appeals, 2011
- Admitted to the United States 9th Circuit Court of Appeals, 2011
- Admitted to the United States Federal Circuit of Appeals, 2017

Bar Associations

- American Bar Association, 1980 - Present
- Colorado Bar Association, 1980 - Present
- Northwest Colorado Bar Association, 1983 - 1990
 - President-Elect, 1990
- Denver Bar Association, 1991 - Present

Education

Post Law School:

- National Judicial College, University of Nevada, Reno Nevada
 - Courses regarding the decision making process and opinion writing, among others
- Mediation Certification, CDR Associates, Boulder, Colorado, July 1993

Law School: 1977 - 1980 Duke University School of Law, Durham, North Carolina
Received J.D., May 1980

Undergraduate: 1973 - 1977 Colorado College, Colorado Springs, Colorado
B.A. Political Science, cum laude



CorePointe Insurance Company
800 Superior Ave, E.
21st Floor
Cleveland, OH 44114

**THIS IS A CLAIMS-MADE AND
REPORTED POLICY.
PLEASE READ THE POLICY
CAREFULLY.**

LAWYERS PROFESSIONAL LIABILITY POLICY DECLARATIONS

Policy Number: CIC1008975-00

1. Named Insured and Address

Krob Law Office, LLC
8400 E. Prentice Ave.
Penthouse
Greenwood Village, CO 80111

2. Policy Period

Effective Date: 11/01/2025

Expiration Date: 11/01/2026

12:01 A.M. Standard Time at the address
of the **Named Insured** as stated herein.

3. Producer Name

Alta Professional Insurance Services
Agency, LLC

4. Limit of Liability (Includes Claim Expenses)

\$2,000,000	Each Claim
\$2,000,000	Aggregate

5. Deductible

\$5,000	Per Claim
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6. Premium

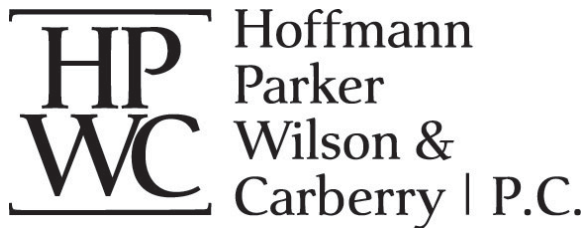
\$7,788

7. Forms Attached at Issue

See Schedule of Forms Attached.

Authorized Representative

Date Issued 11/06/2025



Corey Y. Hoffmann
Kendra L. Carberry
Jefferson H. Parker
M. Patrick Wilson
Hilary M. Graham
Kathryn M. Sellars

Of Counsel
J. Matthew Mire
Daniel P. Harvey
Austin P. Flanagan

511 16th Street, Suite 610
Denver, CO 80202-4260
(303) 825-6444

Katharine J. Vera
Elizabeth G. LeBuhn
Kunal A. Parikh
Bria I. May
Nicholas A. Hartman
Nathan T. Cash
Tatiana A. Follett
Amanda L. Bruning
Zachary A. Zalesne

July 10, 2026

Steve Kudron
Town Manager
1026 Park Avenue
Grand Lake, CO 80447
Via email to skudron@toglco.com

Re: Response to Request for Proposal for Town Attorney

Dear Mr. Kudron:

Please accept this letter and the accompanying materials as our proposal to provide legal services for the Town of Grand Lake, Colorado. As set forth below, we believe that you will find our qualifications and experience consistent with the needs of the Town. We propose that Kathryn Sellars and Dan Harvey will serve as the primary attorneys for the Town. Both attorneys are in good standing with the State of Colorado and combined, have over 30 years of experience representing municipalities.

Service Provided

We are a full-service, local government law firm, meaning that we provide representation in all areas of the law related to local governments, other than water law and public finance. Our services include: general counsel services, including attending meetings of local governing bodies, planning commissions and boards of adjustment and advising elected officials and staff on legal issues; drafting and reviewing contracts, intergovernmental agreements, ordinances, resolutions, deeds, and other legal documents; representing municipalities in litigation before state courts and administrative bodies; coordinating representation with the Colorado Intergovernmental Risk Sharing Agency (CIRSA); advising planning commissions and staff on land use and planning matters; advising municipalities on real estate matters, including acquisition of property and property interests, including easements, rights-of-way, licenses and encroachments; review of title matters; advising municipal staff concerning nuisance abatement matters; advising on personnel and employment matters, and elections and open records matters.

Generally, this firm provides legal services that encompass the vast majority of services needed by the Town as listed in Section III, with the exception of water law and municipal finance matters related to bonds. Both of these areas are highly specialized areas of law, and we typically advise our clients to hire outside counsel to handle these matters. It is also important to note that we generally do not handle litigation filed in federal court. However, our firm has extensive experience communicating with and advising our clients related to outside counsel work. We can confirm that no portion of any work will be subcontracted without prior written approval of the Town.

Firm Overview

The Firm's full legal name is Hoffmann, Parker, Wilson & Carberry, P.C., located at 511 16th Street, Denver, Colorado 50202. Our main phone number is (303) 825-6444 and our website is www.hpwcclaw.com. Hoffmann, Parker, Wilson & Carberry, P.C. was formed in 1985 with the specific goal of providing legal services to Colorado local governments. We currently work with over 40 different local governments in Colorado in various capacities, from general counsel to special counsel to hearing officer. The firm includes six directors, three "of counsel" attorneys, nine associate attorneys, and four paralegals/legal assistants.

We are passionate about delivering exceptional legal services tailored to the needs of the individual client. The size of our firm allows us to provide expertise in various practice areas while still delivering highly personalized services. We provide ongoing general counsel services to our existing home rule and statutory municipalities. We understand the challenges faced by statutory municipalities. From the day-to-day questions of how to interpret and apply a municipal code to complex constitutional issues, over the course of the firm's nearly 40 years of business we have worked on nearly every conceivable municipal legal issue.

Our dedicated team of attorneys will work to understand the issues confronting the Town and how we can assist the Town in achieving its desired outcome. Because our firm represents a number of municipalities, we can offer substantial savings to each client. For example, when new legislation is passed, we can draft a template memorandum for all of our municipal clients, thus drastically reducing the cost to research and draft that memorandum. Likewise, we can also provide standard forms and templates for the Town for common types of agreements and policies.

While we regularly travel from our office to attend client meetings, we can save clients' money by conducting business by both phone and appearing remotely via remote video platforms. Both Kathryn and Dan work out of the firm's Denver offices and also work from home.

Qualifications and Relevant Experience

The attorneys at the firm have nearly 200 years of combined legal experience. As applicable to the Town of Grand Lake, the firm serves resort and tourism communities such as Vail and Winter Park and statutory towns such as Berthoud, Stratton, Montezuma, and Buena

Vista. The firm represents a wide variety of municipalities, both home rule and statutory, small and large, and rural and urban. Overall, the firm has over 60 municipal clients. While the entirety of the firm's resources would be available to assist, we believe it is important for clients to have consistent personnel. Thus, we propose that Kathryn Sellars and Dan Harvey will serve as the primary contacts for the Town. We have found that clients benefit from and like the arrangement of having at least two attorneys as points of contact. With this structure, we can provide seamless availability for clients.

Kathryn has over 17 years of experience in all aspects of municipal law, specializing in land use and zoning, real estate, contracts, constitutional law, employment, licensing, elections, taxation, and open meeting and open records compliance. Her representative clients include, without limitation, the Cities of Cañon City, Yuma and Rocky Ford, the Counties of Morgan, Washington, and Crowley, Wiggins Rural Fire Protection District, Strasburg Fire Protection District, North Front Range Metropolitan Planning Organization, the Towns of Berthoud, Montezuma and Stratton, and the Colorado Rural Water Association. She also serves as special counsel to other clients on employment matters.

Dan has over 14 years of experience representing municipalities, specializing in real estate law, litigation, open records law, contracts, constitutional law, employment law and land use and zoning matters. He has extensive experience advising clients on CORA, real estate matters and litigation, including condemnation and quiet title actions. Dan currently serves as City Attorney for the City of Rocky Ford, and as real estate counsel to Metro Water Recovery, the City and County of Denver and the City of Longmont.

Key Personnel

Kathryn is a director of the firm and Dan is Of Counsel. As members of a firm with a total of six experienced directors and 18 total attorneys, the firm has a wealth of collective legal experience in the area of local government law. In addition to attorneys, the firm also has a dedicated staff of legal assistants and paralegals to assist attorneys at the firm and ensure the highest quality services. While both Kathryn and Dan will be available for contact by the Town, Dan will primarily attend meetings of the Board of Trustees. We believe that having two Town Attorneys will allow our firm to devote more than sufficient time to handle the Town's legal needs. Given the size of our firm, any personnel changes are handled in a smooth manner and with full coordination with our clients to ensure that any new attorney serving a client is a good fit.

The bar admission information for Kathryn and Dan is as follows and resumes for the firm and both attorneys are attached hereto.

Kathryn M. Sellars
Director
Bar Number: 36242
Date of Admission to Colorado Bar: May 18, 2005

Daniel P. Harvey
Of Counsel
Bar Number: 49863
Date of Admission to Colorado Bar: October 7, 2016

Approach to Scope of Services

Given the travel time between Denver and the Town and in an effort to save the Town travel expenses, we generally suggest that we attend meetings remotely. However, we recognize that there will be occasions when our physical presence at Board meetings is beneficial or necessary and are happy to attend in person on those occasions. Beyond regular meetings of the Board of Trustees, both Kathryn and Dan are available for meetings and consultations, at the request of the Board or Town staff, either by email, phone or Zoom or Teams. We can tailor our meetings with the Town to whatever method is best for the Board and staff.

Both Kathryn and Dan have a practice of responding to inquiries from elected officials and staff within 24 hours, but often on the same business day. The initial response may not include a fully researched answer, but it will provide an opportunity to discuss an issue, learn about the Town's needs, and create a plan for a full and timely response. If on the rare occasion, neither Kathryn nor Dan are available, the request will be forwarded to another attorney for a response, or we will designate an attorney point of contact in advance. Kathryn and Dan are also both available to address any after-hours emergencies, if needed, by phone and email. Our firm regularly monitors new cases and legislation and proactively notifies our clients when they are or may be directly impacted by new law.

Some of our clients designate certain individuals who may contact legal counsel, based on budgetary limitations, while others allow any staff members to assign work to us. Generally, we have no preference regarding this process and will comply with the direction provided by the Town on who may communicate with our office. We also strive to timely communicate updates for ongoing projects or issues. We have found that standing meetings with the Town Manager or Department Heads have worked well to further communication. However, we are flexible in implementing what works best for the Town.

The firm has a long history of representing resort and mountain communities, including the Towns of Vail, Winter Park and Montezuma, and we understand the unique legal issues that those communities encounter. These communities regularly experience rapid development, causing land use challenges, strains on public utilities and infrastructure, litigation, and coordination and agreements with neighboring municipalities to accommodate increased tourism. The size and experience of our firm allow us to address each of these legal issues in a timely manner and with creative solutions that our firm has, in many cases, encountered before. In addressing these legal issues, we fully inform and coordinate with our clients of the process and any risks involved in any proposed solution.

Fee Proposal

Our firm operates on an hourly rate for attorneys and paralegal work. We do not charge for legal assistant time. Additionally, we bill for actual costs incurred, such as filing fees, copies, postage, and computerized legal research. Travel time is charged at our regular rate. Our clients often find that we can do work much more efficiently than other firms lacking our experience with and focus on local government issues.

We typically bill our time on or before the tenth day of each month, with payment being due on or before the last day of the month within which the billing is sent. Our bills detail the date upon which the work was accomplished, the name of the attorney, a description of the work, the time (in tenths of an hour) spent on the work, and the total amount due for the particular work accomplished. At the Town's request, we will provide separate accounting for specific activities (such as meetings, litigation, and work for particular matters).

Our firm has worked very hard to develop a reputation for quality, full-service representation at reasonable hourly rates. For the Town, we propose a rate of \$280.00 per hour for attorneys and \$120.00 for paralegal work. Litigation matters would be billed at a rate of \$350.00 per hour for attorneys and \$150.00 per hour for paralegal work. Billing is charged in tenths of an hour, rounding up to the nearest tenth of an hour. As stated previously, we do not charge for legal assistant time. The firm seeks reimbursement for litigation costs (such as filing fees and copying fees). The firm can commit to these rates through 2027.

References

We would encourage you to contact any of our current clients for an honest assessment of our responsiveness and professionalism. In addition, we can provide the following specific references. Please note that we are not aware of the approximate annual budget for legal services for each client.

Ryan Stevens
City Administrator, City of Cañon City
719-269-9011
erstevens@canoncity.org

Cañon City is a home rule City in which Kathryn serves as City Attorney, providing general counsel services, including, without limitation, land use law, open records law, real estate, contracts, constitutional law, employment, licensing, elections and taxation. Kathryn has served in this position since 2017.

Stacey Milenski
City Manager, City of Rocky Ford
719-254-7414
smilenski@rockyford-co.gov

Rocky Ford is a statutory City. Dan and Kathryn collectively serve as City Attorneys for the City and perform various general counsel services, including attending regular meetings of City Council, real estate transactions, contracts, drafting of ordinances, open records compliance and advising the City's police department. Dan and Kathryn have served in this position since 2025.

Tyler Hopkins
Real Property Manager
303-286-3338
thopkins@metrowaterrecovery.com

Metro Water Recovery is a special district that provides wastewater management. Dan serves as outside real estate counsel and has served in that capacity since on or around 2020. His work has included condemnation litigation, drafting and negotiating real estate acquisitions, easement and license agreements and performing work related to title searches.

Conflicts of Interest Disclosure

Our firm serves as Town Attorney to the Town of Winter Park, Colorado. Winter Park is involved with the regional bus service "the Lift" and has a number of Intergovernmental Agreements with entities within Grand County that provide such services. We have notified the Town of Winter Park of our intention to apply for the Town Attorney position in Grand Lake. If we are chosen as the Town Attorney and a direct conflict between the Town and Winter Park were to arise, we would evaluate whether a limited waiver of the conflict was possible, and if so, obtain those waivers from both the Town and Winter Park. If a conflict were not waivable, we would be required to advise both entities to seek independent legal counsel of their choosing.

We have also run a conflict of interests check and we do not see any potential conflicts for our firm to represent the Town. Our internal process identifies all clients of the firm and any billing entries or actions that involve any agreements or matters involving the Town of Grand Lake. As part of our process, each attorney in the firm is also contacted to address whether a conflict of interest exists.

Insurance

Our firm carries \$2,000,000 in professional liability insurance, workers' compensation insurance in compliance with Colorado law, and commercial general liability coverage of \$1,000,000 and \$2,000,000 aggregate. A copy of each is attached to this Response.

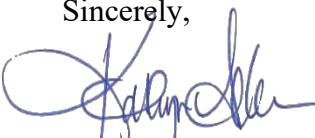
Acknowledgment of Addenda

On July 6, 2026, we asked and were placed on the list of firms to receive all addenda issued by the Town. On July 8, 2026, we received an addendum extending the question acceptance deadline through Bidnet.

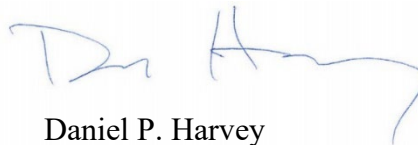
Conclusion

We are excited about the opportunity to work with the Town. We believe our qualifications and experience will provide the Town with the necessary legal services for the Town to continue to thrive. We look forward to discussing this response with Town representatives virtually or in person. In the meantime, please let us know if we can answer any questions or be of further assistance.

Sincerely,

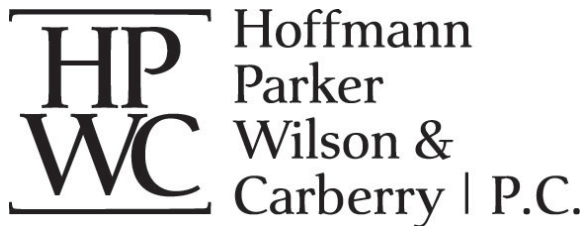


Kathryn M. Sellars



Dan Harvey

Daniel P. Harvey



Corey Y. Hoffmann
Kendra L. Carberry
Jefferson H. Parker
M. Patrick Wilson
Hilary M. Graham
Kathryn M. Sellars

Of Counsel
J. Matthew Mire
Daniel P. Harvey
Austin P. Flanagan

511 16th Street, Suite 610
Denver, CO 80202-4260
(303) 825-6444

Katharine J. Vera
Elizabeth G. LeBuhn
Kunal A. Parikh
Bria I. May
Nicholas A. Hartman
Nathan T. Cash
Tatiana A. Follett
Amanda L. Bruning
Zachary A. Zalesne

HOFFMANN, PARKER, WILSON & CARBERRY, P.C.

Hoffmann, Parker, Wilson & Carberry, P.C. is a law firm specializing in local government law. The firm has a combined total of nearly 200 years of experience among its attorneys, including particular expertise in the following areas:

- Acting as general counsel to the following local governments: the Cities of Northglenn, Black Hawk, Victor, Manitou Springs, Cañon City, Leadville, Rocky Ford, and Yuma; the Towns of Superior, Mountain View, Platteville, Vail, Winter Park, Erie, Montezuma, Hudson, Foxfield, Elizabeth, Arriba, Genoa, Deer Trail, Buena Vista, Calhan, Green Mountain Falls, Ramah, Limon, Flagler, Simla, Hugo, Stratton, Morrison, Pitkin and Berthoud; and the Counties of Morgan, Washington, and Crowley.
- Acting as general counsel to the following special districts: Alameda Water and Sanitation District; Superior Metropolitan District No. 1; Superior Metropolitan Interchange District; Health District of Northern Larimer County; Church Ditch Water Authority; Berkley Water and Sanitation District; Parker Water and Sanitation District; Fremont Sanitation District; Wiggins Fire Protection District; Round Mountain Water and Sanitation District; and Strasburg Fire Protection District No. 8.
- Acting as general counsel to the following other public entities: Brighton Urban Renewal Authority; Superior Urban Renewal Authority; Vail Reinvestment Authority; Town of Erie Urban Renewal Authority; Northeast Colorado Health Department; Foothills Animal Clinic; North Front Range Metropolitan Planning Organization; Wheat Ridge Urban Renewal Authority d/b/a Renewal Wheat Ridge; Parker Authority for Investment; Castle Rock Downtown Development Authority; Arvada Urban Renewal Authority; Evans Redevelopment Agency; Town of Erie Urban Renewal Authority; Englewood Downtown Development Authority; City of Northglenn Liquor Licensing Authority; Northglenn Urban Renewal Authority; Economic Development of Dacono; Vail Local Housing Authority; and Leadville-Lake County Regional Housing Authority; and Cañon City Area for Reinvestment Expansion.

- Acting as special counsel to the following public entities: the Towns of Parker, Crested Butte, Avon and Castle Rock; the Cities of Brighton, Colorado Springs, Centennial, Commerce City, Castle Pines, Fort Collins, Lakewood, Longmont, Golden, Grand Junction, Englewood, Thornton, Westminster, Wheat Ridge, Trinidad and Aurora; the Counties of Eagle and Pueblo; the City & County of Denver; the Metro Water Recovery; the Vail Recreation District; the Stoneridge Metropolitan District Nos. 1 and 2; the Fire and Police Pension Association; the Denver Public Schools ProComp Trust; the Aurora Urban Renewal Authority; the Greeley Urban Renewal Authority; the Jefferson County Housing Authority; the Colorado Springs Ethics Commission; the Lakewood Reinvestment Authority and the Central Weld County Water District on behalf of multiple stakeholders for formation of a new regional water authority.
- Acting as hearing officer for the following public entities: the City & County of Denver (tax, public works, land use); the City of Golden (licensing); the City of Aurora (tax, licensing); City of Sheridan (licensing); City of Steamboat Springs (licensing); Denver International Airport (concessions); the City of Lakewood (campaign finance); the City of Fort Collins (land use, employment); the Town of Dillon (licensing); the City of Dacono (code enforcement); the City of Englewood (tax); the City of Thornton (employment) and the City of Commerce City (council policy magistrate).
- Litigation including condemnation, real estate, land use, contract, annexation, tax, administrative, government and general civil litigation matters.
- Employment law, including defense of wrongful discharge cases, collective bargaining, the Fair Labor Standards Act and other federal regulation, and development of policies, procedures, contracts and ordinances to help the public employer avoid liability.
- Election law, including TABOR compliance and initiative, referendum, and recall.
- Real estate due diligence and transactions and the negotiation and drafting of contracts, regulations, and standards.
- Drafting legislation, both state and local, and lobbying and testifying before legislative committees.

Among the publications authored by the firm's lawyers, the following include some of the articles most pertinent to local governments.

C. Hoffmann and K. Carberry, *Survey of Municipal Law*, Colorado Municipal League Annual Seminar on Municipal Law (October 2018).

C. Hoffmann, *Municipal Regulation of Marijuana*: Colorado Municipal League Annual Seminar on Municipal Law (October 2017).

C. Hoffmann, *Survey of Municipal Law*, Colorado Municipal League Annual Seminar on Municipal Law (October 2012).

C. Hoffmann, *Special Issues in Eminent Domain*, Colorado Municipal League Seminar on Municipal Law (October 2011).

C. Hoffmann, *Medical Marijuana: Issues to Consider Regarding Local Control*, Colorado Municipal League Annual Conference (June 2010).

K. Carberry, *Redistricting – A Municipal Perspective*, Colorado Municipalities (Vol. 88, No. 1, February 2012) and The Colorado Lawyer (Vol. 31, No. 2, February 2002).

K. Carberry, D. Atencio and A. McGihon, *Colorado Election Law Update* (published by the National Business Institute, July 2001).

P. Wilson, *Eminent Domain Law in Colorado*, The Colorado Lawyer (Vol. 35, Nos. 9 and 11, 2006);

P. Wilson and J. Sperber, *Blazing a Trail: Condemning Ways of Necessity in the New West*, Current condemnation Law, American Bar Association (2006);

P. Wilson and C. Price, *Local government Sales and Use Taxes*, The Colorado Lawyer, (Vol. 40., No. 7, 2011)

In the area of continuing legal education, the firm's lawyers participate regularly in every Colorado Municipal League seminar on municipal law. Firm members have also received regional and national recognition for their expertise through several speaking invitations. The many addresses given by the firm's lawyers include the following:

K. Carberry, C. Hoffmann, Annual Survey of Municipal Law, Colorado Municipal League Annual Seminar on Municipal Law (October 2018).

K. Carberry, Colorado Open Meetings Law and Local Public Bodies, Colorado Freedom of Information Coalition Conference - "Sunshine in Your Pocket" (April 2018).

K. Carberry, W. Weigler, S. Hardy, C. Rutz, The Short-Term Rental Conundrum, American Bar Association Spring Symposia (April 2017).

K. Carberry, K. Kelly and G. Wilson, *Privileges Under the Colorado Open Records Act*, Colorado Municipal League Annual Seminar on Municipal Law (October 2015).

K. Carberry, G. Wilson and S. Roy, *Open Meetings & Open Records – 10 Tough Questions*, Colorado Municipal League Annual Conference (June 2013).

K. Carberry, C. Hoffmann and T. Haas-Davidson, *Counties: Love the One(s) You're With*, Colorado Municipal League Annual Conference (June 2013).

K. Carberry, R. Gregory, B. Ortiz and V. Matheson, *Wild Urbanism – Coyotes, Prairie Dogs and Chicken Coops*, Colorado Municipal League Annual Conference (June 2010).

K. Carberry, S. Light and K. Aviles, *Revenue Sharing Perks and Pitfalls – Yes it Can Work!*, Colorado Municipal League Annual Conference (June 2009).

K. Carberry and J. Parker, *Residential Door-to-Door Solicitation*, Colorado Municipal League Annual Seminar on Municipal Law (October 2007).

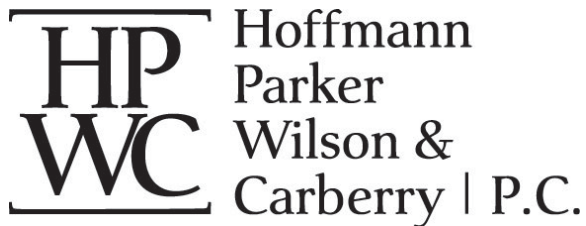
K. Carberry, *Legislative Redistricting at the State and Local Levels: Implications for Municipalities*, Colorado Municipal League Annual Seminar on Municipal Law (October 2001).

A. Flanagan, E. LeBuhn, *The Long and Short of Short-Term Rentals*, Colorado Lawyer (May 2023)

A. Flanagan, T. Curtis, S. Sommer, E. Garvin, *Planning, Law and Science Come Together to Save the World*, American Planning Association Colorado Chapter Conference (October 2020)

A. Flanagan, *Collaborating for a Greener Future: How Colorado Encourages Better Energy Decisions*, Getches-Wilkinson Center for Natural Resources, Energy, and the Environment (2018)

A. Flanagan, *Banning Plastic: A Local Effort*. Getches-Wilkinson Center for Natural Resources, Energy, and the Environment (2018)



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M. Patrick Wilson
Hilary M. Graham
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Nathan T. Cash
Tatiana A. Follett
Amanda L. Bruning
Zachary A. Zalesne

RÉSUMÉ OF KATHRYN M. SELLARS

POSITIONS:

Partner (2024-Present), Of Counsel (2018-2023), Associate (2015-2017), Hoffmann, Parker, Wilson & Carberry, P.C., Denver, Colorado

Responsible for advising client municipalities, counties and special districts on various matters, including without limitation land use and zoning, real estate, constitutional law, employment, licensing, open meeting and open records, TABOR, and drafting ordinances, resolutions and contracts.

Currently serving as:

- City Attorney, City of Cañon City
- City Attorney, City of Yuma
- City Attorney, City of Rocky Ford
- County Attorney, Morgan County
- County Attorney, Washington County
- County Attorney, Crowley County
- General Counsel, Wiggins Rural Fire Protection District
- General Counsel, Strasburg Fire Protection District No. 8
- General Counsel, North Front Range Metropolitan Planning Commission
- Town Attorney, Town of Montezuma
- Town Attorney, Town of Stratton
- Town Attorney, Town of Berthoud
- General Counsel, St. Charles Mesa Sanitation District
- General Counsel, Cañon City Area for Reinvestment Expansion
- Special Counsel, Colorado Rural Water Association

Shareholder, Masters & Sellars, P.C. (2012-2014), Associate Attorney, The Masters Law Firm, P.C. (2007-2012), Montrose, Colorado

Responsible for advising client municipalities and counties on various matters, including but not limited to, land use, real estate, contracts, constitutional law, employment, licensing, open meeting and open records, water, and litigation representation. Responsible for advising individuals and businesses in a variety of matters, including without limitation business organization and governance, employment, real estate, land use, contract, personal injury, medical and legal malpractice, behavioral health, HIPAA, and litigation representation.

Associate Attorney, Law Office of Brent A. Martin/Martin & Kidnay, LLC (2006-2007), Montrose, Colorado

Responsible for advising individuals in various matters, including criminal, domestic relations, personal injury, contracts, and real estate.

PROFESSIONAL ASSOCIATIONS AND POSITIONS:

Admitted to practice: Colorado
United States District Court for the District of Colorado
New York
U.S. Supreme Court

CBA/DBA Joint Management Committee (2014-2015), Seventh Judicial District Bar Association (Member, 2006-2015, President, 2007-2010), Colorado Bar Association (2005-Present), Professionalism Committee (2009-2010), CBA President Nominating Committee (2008-2009), Seventh Judicial District Bar Association Representative, CBA Board of Governors (2008-2010), CBA Economic Task Force (2009), CBA Executive Council (2009-2010), 2009 Cobalt Class, Colorado Bar Foundation (2009-present), New York State Bar Association (2007-2009), American Bar Association (2008-2014).

PRESENTATIONS:

When Things Go South; Navigating Client Conflict as a Municipal Attorney, Colorado Municipal League Annual Seminar on Municipal Law, October 2023.

Attorneys' Guide to Local Governmental Law, National Business Institute, November 2016.

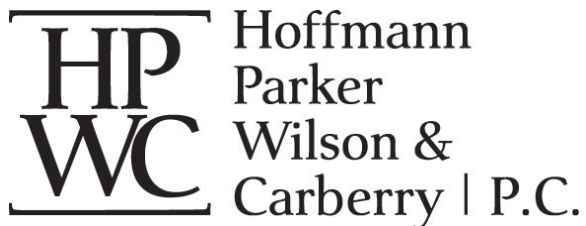
Land Use Law, Current Issues in Subdivision, Annexation and Zoning: Take a Comprehensive Look at Land Use Law, National Business Institute, March 2015.

What You Need to Know about Public Records and Open Meetings in Colorado, Case Law and Legislative Update on Open Meetings and Public Records Law, Lorman Education Services, May 2014.

EDUCATION:

University of San Diego Law School, San Diego, California (J.D., 2004)

Tulane University, New Orleans, Louisiana (B.A., History, 1999)



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Tatiana A. Follett
Amanda L. Bruning
Zachary A. Zalesne

RÉSUMÉ OF DANIEL P. HARVEY

POSITIONS:

Hoffmann, Parker, Wilson & Carberry, P.C. (2016-Current)

Responsible for representing client municipalities in litigation and advising client municipalities on various matters, including, but not limited to, sales and use tax, eminent domain, contracts, land use and zoning, constitutional law, licensing, open meeting and open records, and drafting ordinances, resolutions and contracts.

Deputy County Attorney, Putnam County Law Department, Carmel, NY (2013-2016)

Responsible for advising department heads, County legislatures and municipal boards concerning various areas of law, including County law, land use, public employment, freedom of information law, open meetings law, contracts and environmental law; managed professional services contracts and inter-governmental agreements; drafted policies and employment templates concerning employee discipline, drug testing, pre-employment screening, civil service law, Americans with Disabilities Act and Family Medical Leave Act; investigated, drafted and negotiated employee disciplinary charges and settlement agreements; drafted New York City watershed agreements for disbursement of funds to improve water quality and administration of county septic permitting program; regular appearances before State and County courts.

Assistant Corporation Counsel, City of Mount Vernon, Mount Vernon, NY (2012-2013)

Represented City in civil litigation; researched and drafted memoranda of law and appellate briefs defending City in civil rights claims under 42 U.S.C. 1983, disability claims, employment discrimination, tax certiorari, bankruptcy proceedings and tort litigation; managed and negotiated property tax appeal petitions; appeared before the Southern District of New York, compliance part, settlement part and tax certiorari part of the New York State Supreme Court.

EDUCATION:

Pace University School of Law (J.D. & Environmental Law Certificate 2011)
University of Massachusetts, Amherst, MA (B.A. 2005; Dean's List Recipient)

PROFESSIONAL ASSOCIATIONS AND POSITIONS:

Admitted to practice: Colorado (all State courts)
New York
U.S. District Court, Southern District of New York

**LAWYERS PROFESSIONAL LIABILITY INSURANCE
POLICY DECLARATIONS****Policy Number**

25MCCO000071

Issuing Company

Medmarc Casualty Insurance Company
4795 Meadow Wood Lane, Suite 335 West
Chantilly, VA 20151
(A Stock Company)

1 Named Insured and Address

Hoffmann, Parker, Wilson & Carberry, P.C.
511 16th Street, Suite 610
Denver, CO 80202

2 Policy Period

Effective Date: 8/1/2025
Expiration Date: 8/1/2026

12:01 A.M. Standard Time at the address
of the Named Insured as stated herein.

3 Retroactive Date

Full Prior Acts

Unless indicated otherwise in an
Endorsement attached to this **policy**

4 Limit of Liability

\$2,000,000.00	Each Claim
\$2,000,000.00	Aggregate

5 Deductible

\$5,000.00	Each Claim
\$5,000.00	Aggregate

6 Premium

\$35,439.00

7 Fees (if applicable)

\$0.00

Issue Date: 07/30/2025

INFORMATION PAGE

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

INSURER: SEE ATTACHED ENDORSEMENT



NCCI Company Number:
Company Code: 9

10448

POLICY NUMBER:
Previous Policy Number:

34 WEC BG6335

34 WEC BG6335

Suffix
LARS RENEWAL

14

- 1. Named Insured and Mailing Address:** HOFFMANN, PARKER, WILSON AND CARBERRY, P.C.
(No., Street, Town, State, Zip Code) 511 16TH STREET, SUITE 610
DENVER CO 80202

FEIN Number: 84-0997888

State Identification Number(s): Refer to the EXTENSION OF THE INFORMATION PAGE – WC990365.

The Named Insured is: Corporation

Business of Named Insured: Offices of Lawyers

Other workplaces not shown above: See Endorsement - WC990366

- 2. Policy Period:** **From** 08/01/25 **To** 08/01/26 **ANNUAL**
12:01 a.m., Standard time at the insured's mailing address.

Producer's Name: ASSUREDPARTNERS OF COLORADO LLC
4582 SOUTH ULSTER ST STE 600
DENVER CO 80237

Producer's Code: 34343290

Issuing Office: THE HARTFORD BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251
(866) 467-8730

Total Estimated Annual Premium: \$4,247

Deposit Premium:

Policy Minimum Premium: \$228 MT

Audit Period: ANNUAL

Installment Term: Twelve Pay (8.33%Down+11@8.33%)

The policy is not binding unless countersigned by our authorized representative.

Countersigned by

Susan S. Castaneda

Authorized Representative

06/22/25

Date

3. A. Workers Compensation Insurance: Part one of the policy applies to the Workers Compensation Law of the states listed here: CO SEE ENDORSEMENT - WC 99 03 67

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A.

The limits of our liability under Part Two are:

Bodily injury by Accident	\$100,000	each accident
Bodily injury by Disease	\$500,000	policy limit
Bodily injury by Disease	\$100,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any , listed here:

ALL STATES EXCEPT NORTH DAKOTA, OHIO, WASHINGTON, WYOMING, U.S.TERRITORIES AND STATES DESIGNATED IN ITEM 3.A. OF THE INFORMATION PAGE.

D. This policy includes these endorsements and schedule:

SEE ENDORSEMENT-WC 99 03 68

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications Code Number and Description	Premium Basis Total Estimated Annual Remuneration	Rates Per \$100 of Remuneration	Estimated Annual Premium
Total Standard Premium			\$3,381
Expense Constant			\$180
Terrorism Risk Insurance Program Reauthorization Act Disclosure Endorsement			\$240
Catastrophe (Other Than Certified Acts Of Terrorism)			\$433
Estimated Annual Premium (before Surcharges)			\$4,234
Total Estimated Surcharges			\$13

*See the attached Schedule(s) of Operations for Location and State Level Premium Information

Total Estimated Annual Premium: \$4,247

Deposit Premium:

Policy Minimum Premium: \$228 MT

Interstate/Intrastate Identification Number: Refer to Schedule of Operations

NAICS: 541110

Labor Contractors Policy Number:

SIC: 8111

30 This **Spectrum Policy** consists of the Declarations, Coverage Forms, Common Policy Conditions and any
39 other Forms and Endorsements issued to be a part of the Policy. This insurance is provided by the stock
PM insurance company of The Hartford Insurance Group shown below.

SBA

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



Policy Number: 34 SBA PM3930 SC

SPECTRUM POLICY DECLARATIONS

Named Insured and Mailing Address: (No., Street, Town, State, Zip Code) HOFFMANN, PARKER, WILSON AND
CARBERRY, P.C.
511 16TH STREET, SUITE 610
DENVER CO 80202

Policy Period: From 08/01/25 To 08/01/26 1 YEAR
12:01 a.m., Standard time at your mailing address shown above. **Exception:** 12 noon in New Hampshire.

Name of Agent/Broker: ASSUREDPARTNERS OF COLORADO LLC
Code: 343290

Previous Policy Number: 34 SBA PM3930

Named Insured is: CORPORATION

Audit Period: NON-AUDITABLE

Type of Property Coverage: SPECIAL

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

TOTAL ANNUAL PREMIUM IS: \$2,074

IN RECOGNITION OF THE MULTIPLE COVERAGES INSURED WITH THE HARTFORD, YOUR
POLICY PREMIUM INCLUDES AN ACCOUNT CREDIT.

CO HAZ MIT SURCH: \$ 2.00

Countersigned by *Suean L. Castaneda*
Authorized Representative

06/02/25
Date

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 34 SBA PM3930

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

Location: 001 **Building:** 001

511 16TH ST STE 610
DENVER CO 80202

Description of Business:

LAWYERS & LAW FIRMS

Deductible: \$ 500 PER OCCURRENCE

BUILDING AND BUSINESS PERSONAL PROPERTY LIMITS OF INSURANCE

BUILDING

NO COVERAGE

BUSINESS PERSONAL PROPERTY

REPLACEMENT COST \$ 387,700

PERSONAL PROPERTY OF OTHERS

REPLACEMENT COST NO COVERAGE

MONEY AND SECURITIES

INSIDE THE PREMISES	\$ 10,000
OUTSIDE THE PREMISES	\$ 5,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 34 SBA PM3930

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

Location: 001 Building: 001

PROPERTY OPTIONAL COVERAGES APPLICABLE TO THIS LOCATION LIMITS OF INSURANCE

COMPUTERS AND MEDIA COVERAGE \$ 15,000
FORM SS 04 41
DEDUCTIBLE: \$ 1,000
WAITING PERIOD: 12 HOURS

SUPER STRETCH
FORM: SS 04 74
THIS FORM INCLUDES MANY ADDITIONAL
COVERAGES AND EXTENSIONS OF
COVERAGES. A SUMMARY OF THE
COVERAGE LIMITS IS ATTACHED.

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

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 34 SBA PM3930

PROPERTY OPTIONAL COVERAGES APPLICABLE LIMITS OF INSURANCE TO ALL LOCATIONS

BUSINESS INCOME AND EXTRA EXPENSE
COVERAGE 12 MONTHS ACTUAL LOSS SUSTAINED
COVERAGE INCLUDES THE FOLLOWING
COVERAGE EXTENSIONS:

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

VALUABLE PAPERS AND RECORDS \$ 75,000
FORM SS 04 47

TRANSIT - PROPERTY IN THE CARE OF
CARRIERS FOR HIRE
FORM SS 04 30 \$ 10,000
DEDUCTIBLE: \$250

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

THIS ADDITIONAL COVERAGE INCLUDES
THE FOLLOWING EXTENSIONS
HAZARDOUS SUBSTANCES \$ 50,000
EXPEDITING EXPENSES \$ 50,000

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

IDENTITY RECOVERY COVERAGE \$ 15,000
FORM SS 41 12

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 34 SBA PM3930

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$ 300,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
BUSINESS LIABILITY OPTIONAL COVERAGES	
HIRED/NON-OWNED AUTO LIABILITY FORM: SS 04 38	\$1,000,000
UMBRELLA LIABILITY - SEE SCHEDULE ATTACHED	

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 34 SBA PM3930

BUSINESS LIABILITY OPTIONAL COVERAGES (Continued)

LIMITS OF INSURANCE

EMPLOYEE BENEFITS LIABILITY

COVERAGE: FORM SS 04 13

CLAIMS-MADE

RETROACTIVE DATE: 09/27/2006

EACH CLAIM

AGGREGATE

\$1,000,000

\$2,000,000

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 34 SBA PM3930

Form Numbers of Forms and Endorsements that apply:

SS 00 01 03 14	SS 00 05 12 06	SS 00 07 07 05	SS 00 08 04 05
SS 00 61 07 19	SS 00 64 09 16	SS 84 15 09 07	SS 01 33 11 13
SS 89 93 07 16	SS 00 60 09 15	SS 04 13 03 92	SS 04 19 07 05
SS 04 22 07 05	SS 04 30 07 05	SS 04 38 09 09	SS 04 39 07 05
SS 04 41 03 18	SS 04 42 03 17	SS 04 44 07 05	SS 04 45 07 05
SS 04 46 09 14	SS 04 47 04 09	SS 04 74 09 07	SS 04 78 12 17
SS 04 80 03 00	SS 04 86 03 00	SS 40 18 07 05	SS 40 93 07 05
SS 41 12 06 22	SS 41 51 10 09	SS 41 63 06 11	IH 10 01 09 86
SS 05 13 04 01	SS 05 47 09 15	SS 51 10 03 17	SS 51 11 03 17
G-4190-0	IH 12 05 02 21	IH 99 40 04 09	IH 99 41 04 09
SX 80 01 06 97	SS 51 33 12 23	SS 51 34 09 24	SS 51 35 09 24
SS 83 76 12 20			
IH 12 00 11 85	ADDITIONAL INSURED -	MANAGER/LESSOR	
IH 12 00 11 85	ADDITIONAL INSURED -	STATE/POLITICAL SUBDIVISION	



SUPER STRETCH SUMMARY

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and the Limits of Insurance provided by the Super Stretch Coverage form SS 04 74 which is included in this policy. No coverage is provided by this summary. Refer to coverage form SS 04 74 to determine the scope of your insurance protection.

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

Blanket Coverage Limit of Insurance: \$150,000
Blanket Coverages
Accounts Receivable- On/Off Premises
Computers and Media
Debris Removal
Personal Property of Others
Temperature Change
Valuable Papers and Records- On/Off Premises

Coverage	Limit
Brands and Labels	Up to Business Personal Property Limit
Claim Expenses	\$ 10,000
Computer Fraud	\$ 5,000
Employee Dishonesty (including ERISA)	\$ 25,000
Fine Arts	\$ 25,000
Forgery	\$ 25,000
Laptop Computers- Worldwide Coverage	\$ 10,000
Off Premises Utility Services – Direct Damage	\$ 25,000
Outdoor Signs	Full Value
Pairs or Sets	Up to Business Personal Property Limit
Property at Other Premises	\$ 10,000
Salespersons' Samples	\$ 5,000
Sewer and Drain Back Up	Included Up to Covered Property Limits
Sump Overflow or Sump Pump Failure	\$ 25,000
Tenant Building and Business Personal Property	\$ 20,000
Coverage-Required by Lease	
Transit Property in the Care of Carriers for Hire	\$ 10,000
Unauthorized Business Card Use	\$ 5,000

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

Coverage	Limit
Newly Acquired or Constructed Property – 180 Days	
Building	\$1,000,000
Business Personal Property	\$ 500,000
Business Income and Extra Expense	\$ 500,000
Outdoor Property	\$ 25,000 aggregate/ \$1,000 per item
Personal Effects	\$ 25,000
Property Off-Premises	\$ 25,000

The following changes apply only if Business Income and Extra Expense are covered under this policy. The Limits of Insurance for the following Business Income and Extra Expense Coverages are in addition to any other Limit of Insurance provided under this policy:

Coverage	Limit
Business Income Extension for Off-Premises Utility Services	\$ 25,000
Business Income Extension for Web Sites	\$ 50,000/7 days
Business Income from Dependent Properties	\$ 50,000

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

Coverage	Limit
Extended Business Income	90 Days

The following changes apply to Loss Payment Conditions:

Coverage	Limit
Valuation Changes	
Commodity Stock	Included
"Finished Stock"	Included
Mercantile Stock - Sold	Included



TOWN OF GRAND LAKE STAFF REPORT

TO: Board of Trustees **FROM:** Brian Kracke, Code Enforcement Officer/Permit Technician **DATE:** 8/10/2026
ACTION TYPE: ☒ Action Requested ☐ Information Only

RE: Summary of Draft Ordinances — Ordinance Series 2026 (Chapters 4, 7 & 12)

BACKGROUND

Staff and the Town Attorney have prepared seven (7) draft ordinances amending Chapter 4 (Finance), Chapter 7 (Police Regulations), and Chapter 12 (Zoning) of the Town Code. A brief explanation of each ordinance is provided below, organized by chapter. The complete draft ordinance text is attached for the Board's review.

CHAPTER 4 — FINANCE (1 ORDINANCE)

Ordinance No. 04-2026 — Use Tax Payment — § 4-3-33(A)

Requires that estimated building and construction use tax be paid before a building permit is issued, rather than at the time the permit is issued.

CHAPTER 7 — POLICE REGULATIONS (1 ORDINANCE)

Ordinance No. 05-2026 — Refuse Container Storage — § 7-6-12(E)

Requires residential refuse containers to be stored out of public view (e.g., behind a structure, in a garage, or behind a fence) except during the permitted collection window, rather than simply being kept out of the right-of-way.

CHAPTER 12 — ZONING (5 ORDINANCES)

Ordinance No. 06-2026 — Electronic Submission of Nightly Rental Complaints — § 12-2-31(B)4(a)1.(ii)1.

Allows nightly rental complaints to be submitted electronically through the Town's online portal, in addition to a police citation or signed letter, provided the complainant's name and verifiable contact information are included.

Ordinance No. 07-2026 — Nightly Rental Occupancy and Advertising Compliance — § 12-2-31(B)4.(b)8.(iv)

Ties allowable advertised and rented occupancy for a nightly rental unit to the occupancy listed on the unit's current Nightly Rental License application, rather than the occupancy identified in its most recent fire and life-safety inspection.

Ordinance No. 08-2026 — Remove County-Notification Requirement — § 12-2-31(B)4(a)1.(i)

Repeals the requirement that the Town notify adjoining property owners (with the property manager's name and 24-hour contact number) after a Nightly Rental Conditional Use Permit is approved, since this notice is not required by Grand County.

Ordinance No. 09-2026 — Remove Single-Complaint Notice Trigger — § 12-2-31(B)4(a)1.(ii)2.

Repeals the requirement that a single complaint against a nightly rental unit trigger adjoining-owner notice and conditional-use treatment of the license renewal.

Ordinance No. 10-2026 — Nightly Rental License Not Transferable — § 12-2-31(B)4.(b)3.

Clarifies that a Nightly Rental License is not transferable to a new owner upon sale of the licensed unit; a new owner must submit a new, complete, and approved application to operate a nightly rental.

STAFF RECOMMENDATION

Staff respectfully requests that the Board review the attached draft ordinances and consider them for first reading. Please direct any questions to the Code Enforcement Office prior to the meeting.

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

**AN ORDINANCE AMENDING SECTION 4-3-33(A) OF THE GRAND LAKE MUNICIPAL CODE
TO REQUIRE PAYMENT OF THE BUILDING AND CONSTRUCTION USE TAX PRIOR TO
ISSUANCE OF A BUILDING PERMIT**

WHEREAS, the Board of Trustees (the “Board”) of the Town of Grand Lake, Colorado (the “Town”), pursuant to Colorado statute and the Grand Lake Municipal Code is vested with the authority of administering the affairs of the Town

WHEREAS, Article 3 of Chapter 4 of the Town Code imposes a use tax on building and construction materials

WHEREAS, Section 4-3-33(A) of the Town Code currently requires that estimated building and construction use tax be paid at the time of building permit issuance

WHEREAS, the Board of Trustees finds it necessary and in the best interest of the Town to clarify that such estimated use tax must be paid prior to, rather than at the time of, building permit issuance, to ensure that use tax is received by the Town before a building permit is issued.

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

1. **Amendment:** Section 4-3-33(A) of the Grand Lake Municipal Code is hereby amended to read as follows (text shown in strikethrough is deleted; text shown underlined is added): “(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 ~~at the time of such building permit issuance.~~ prior to the building permit issuance.”
2. **Severability:** If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance. The Board 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.
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 resolutions inconsistent with the provisions of this Ordinance are hereby repealed.
4. **Effective Date:** This Ordinance shall take effect thirty (30) days after final publication, as provided by law.

**INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE
BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 10TH
DAY OF AUGUST 2026.**

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

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell
Town Clerk

By: _____
Christina Bergquist
Mayor

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

**AN ORDINANCE AMENDING SECTION 7-6-12(E) OF THE GRAND LAKE MUNICIPAL CODE
TO REQUIRE SCREENING OF RESIDENTIAL REFUSE CONTAINERS**

WHEREAS, the Board of Trustees (the “Board”) of the Town of Grand Lake, Colorado (the “Town”), pursuant to Colorado statute and the Grand Lake Municipal Code is vested with the authority of administering the affairs of the Town

WHEREAS, Section 7-6-12(E) of the Grand Lake Town Code currently provides that refuse containers shall not be placed within the public right-of-way outside of the permitted collection window of 6:00 a.m. to 7:00 p.m. on the day of trash pick-up service

WHEREAS, the Board of Trustees finds it necessary to also require that refuse containers be stored out of public view — such as behind a structure, in a garage, or behind a fence — except during the permitted collection window, in order to better address the aesthetic and nuisance impacts associated with visible refuse containers.

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

1. **Amendment:** Section 7-6-12(E) of the Grand Lake Code of Ordinances is hereby amended to read as follows (text shown in strikethrough is deleted; text shown underlined is added): “(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 ~~not be on the public right-of-way~~ be stored out of public view (e.g., behind a structure, in a garage, or behind a fence) except during the permitted collection window.”
2. **Severability:** If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance. The Board 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.
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 resolutions inconsistent with the provisions of this Ordinance are hereby repealed.
4. **Effective Date:** This Ordinance shall take effect thirty (30) days after final publication, as provided by law.

**INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE
BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 10TH
DAY OF AUGUST 2026.**

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

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell
Town Clerk

By: _____
Christina Bergquist
Mayor

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

**AN ORDINANCE AMENDING SECTION 12-2-31(B)4(a)1.(ii)1. OF THE GRAND LAKE
MUNICIPAL CODE TO ALLOW ELECTRONIC SUBMISSION OF NIGHTLY RENTAL
COMPLAINTS**

WHEREAS, the Board of Trustees (the “Board”) of the Town of Grand Lake, Colorado (the “Town”), pursuant to Colorado statute and the Grand Lake Municipal Code is vested with the authority of administering the affairs of the Town

WHEREAS, Article 2 of Chapter 12 of the Town Code regulates nightly rentals, including but not limited to the process for filing complaints related to nightly rentals

WHEREAS, Section 12-2-31(B)4(a)1.(ii)1. of the Grand Lake Town Code currently requires that a complaint relevant to a Nightly Rental Conditional Use Permit be submitted as either an official police citation or a letter signed by the complaining party

WHEREAS, the Board of Trustees finds it appropriate to also allow such complaints to be submitted electronically through the Town's online portal, provided the complainant's name and verifiable contact information are included, in order to improve accessibility of the nightly rental complaint process.

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

1. **Amendment:** Section 12-2-31(B)4(a)1.(ii)1. of the Grand Lake Code of Ordinances is hereby amended to read as follows (text shown in strikethrough is deleted; text shown underlined is added): “1. For purposes of Section (B)4, a complaint must be either an official police citation, or a letter signed by the complaining party, or an electronic communication submitted through the Town's online portal, with the complainant's name and verifiable contact information.”
2. **Severability:** If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance. The Board 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.
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 resolutions inconsistent with the provisions of this Ordinance are hereby repealed.
4. **Effective Date:** This Ordinance shall take effect thirty (30) days after final publication, as provided by law.

**INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE
BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 10TH
DAY OF AUGUST 2026.**

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

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell
Town Clerk

By: _____
Christina Bergquist
Mayor

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

**AN ORDINANCE AMENDING SECTION 12-2-31(B)4.(b)8.(iv) OF THE GRAND LAKE
MUNICIPAL CODE REGARDING COMPLIANCE WITH NIGHTLY RENTAL OCCUPANCY
LIMITS**

WHEREAS, the Board of Trustees (the “Board”) of the Town of Grand Lake, Colorado (the “Town”), pursuant to Colorado statute and the Grand Lake Municipal Code is vested with the authority of administering the affairs of the Town

WHEREAS, Article 2 of Chapter 12 of the Town Code stipulates nightly rental allowed occupancy is based on its most recent fire and life-safety inspection

WHEREAS, Section 12-2-31(B)4.(b)8.(iv) of the Grand Lake Town Code currently ties allowable advertised and rented occupancy for a nightly rental unit to the occupancy identified in the unit's most recent fire and life-safety inspection

WHEREAS, the Board of Trustees finds it appropriate to instead tie allowable advertised and rented occupancy to the occupancy listed on the unit's current Nightly Rental License Application, to ensure consistency between the Town's licensing records and a unit's advertised and rented occupancy.

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

1. **Amendment:** Section 12-2-31(B)4.(b)8.(iv) of the Grand Lake Code of Ordinances is hereby amended to read as follows (text shown in strikethrough is deleted; text shown underlined is added): “(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 fire and life safety inspection, or knowingly renting at a higher occupancy than that identified in the most recent fire and life safety inspection, that listed on the property owner's Nightly Rental License Application shall be in violation of this Section (B)4.”

2. **Severability:** If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance. The Board 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.

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 resolutions inconsistent with the provisions of this Ordinance are hereby repealed.

4. **Effective Date:** This Ordinance shall take effect thirty (30) days after final publication, as provided by law.

**INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE
BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 10TH
DAY OF AUGUST 2026.**

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

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell
Town Clerk

By: _____
Christina Bergquist
Mayor

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

**AN ORDINANCE REPEALING SECTION 12-2-31(B)4(a)1.(i) OF THE GRAND LAKE
MUNICIPAL CODE THEREBY ELIMINATING THE ADJOINING-OWNER NOTIFICATION
REQUIREMENT FOLLOWING APPROVAL OF A NIGHTLY RENTAL CONDITIONAL USE
PERMIT**

WHEREAS, the Board of Trustees (the “Board”) of the Town of Grand Lake, Colorado (the “Town”), pursuant to Colorado statute and the Grand Lake Municipal Code is vested with the authority of administering the affairs of the Town

WHEREAS, Article 2 of Chapter 12 of the Town Code regulates Nightly Rental Conditional Use Permits

WHEREAS, Section 12-2-31(B)4(a)1.(i) of the Grand Lake Town Code currently requires the Town, upon approval of a Nightly Rental Conditional Use Permit, to send notice to all adjoining property owners, or all owners within one hundred (100) feet (whichever threshold is greater), together with the name and 24-hour contact number(s) of the person responsible for managing the subject property

WHEREAS, this notification requirement is not required by Grand County, and the Board of Trustees finds it appropriate to repeal this subsection in order to streamline the nightly rental approval process and eliminate duplicative notice obligations.

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

1. **Repeal:** Section 12-2-31(B)4(a)1.(i) of the Grand Lake Town Code is hereby repealed in its entirety, as follows (text shown in strikethrough is deleted): “(i) ~~Once approved, the Town will send notice to all adjoining property owners or all owners within one hundred (100) feet, whichever threshold is greater, with the name and 24-hour contact number(s) of the person in charge of the management of the subject property.~~”
2. **Severability:** If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance. The Board 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.
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 resolutions inconsistent with the provisions of this Ordinance are hereby repealed.
4. **Effective Date:** This Ordinance shall take effect thirty (30) days after final publication, as provided by law.

**INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE
BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 10TH
DAY OF AUGUST 2026.**

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

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell
Town Clerk

By: _____
Christina Bergquist
Mayor

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

**AN ORDINANCE REPEALING SECTION 12-2-31(B)4(a)1.(ii)2. OF THE GRAND LAKE
MUNICIPAL CODE AMENDING THE NIGHTLY RENTAL NOTICE TRIGGER FOR
COMPLAINTS**

WHEREAS, the Board of Trustees (the “Board”) of the Town of Grand Lake, Colorado (the “Town”), pursuant to Colorado statute and the Grand Lake Municipal Code is vested with the authority of administering the affairs of the Town

WHEREAS, Article 2 of Chapter 12 of the Town Code regulates Nightly Rental Conditional Use Permits

WHEREAS, Section 12-2-31(B)4(a)1.(ii)2. of the Grand Lake Town Code currently provides that if one (1) or more complaints have been filed against a nightly rental unit in the previous twelve (12) months, the applicant must pay the appropriate application and Nightly Rental License fees, the Town must provide notice to adjoining property owners, and the renewal application must be treated as a conditional use

WHEREAS, the Board of Trustees finds it appropriate to repeal this single-complaint notice trigger as part of streamlining the nightly rental complaint and renewal process.

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

1. **Repeal:** Section 12-2-31(B)4(a)1.(ii)2. of the Grand Lake Code of Ordinances is hereby repealed in its entirety, as follows (text shown in strikethrough is deleted): “~~2. If one (1) or more complaints have been filed in the previous twelve (12) months, the applicant must pay the appropriate application fee, as set by Resolution of the Town Board of Trustees, and Nightly Rental License fee. The Town shall provide notice to all adjoining property owners or all owners within one hundred (100) feet, whichever includes the largest number of properties, and the application shall be treated as a conditional use as outlined in Section (B)4.~~”
2. **Severability:** If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance. The Board 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.
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 resolutions inconsistent with the provisions of this Ordinance are hereby repealed.
4. **Effective Date:** This Ordinance shall take effect thirty (30) days after final publication, as provided by law.

**INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE
BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 10TH
DAY OF AUGUST 2026.**

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

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell
Town Clerk

By: _____
Christina Bergquist
Mayor

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

**AN ORDINANCE AMENDING SECTION 12-2-31(B)4.(b)3. OF THE GRAND LAKE MUNICIPAL
CODE TO PROHIBIT TRANSFER OF A NIGHTLY RENTAL LICENSE UPON SALE OF THE
PROPERTY**

WHEREAS, the Board of Trustees (the “Board”) of the Town of Grand Lake, Colorado (the “Town”), pursuant to Colorado statute and the Grand Lake Municipal Code is vested with the authority of administering the affairs of the Town

WHEREAS, Article 2 of Chapter 12 of the Town Code regulates Nightly Rental Conditional Use Permits

WHEREAS, Section 12-2-31(B)4.(b)3. of the Grand Lake Town Code currently authorizes the transfer of a Nightly Rental License to the new owner upon sale of the licensed unit

WHEREAS, the Board of Trustees finds and concludes that a Nightly Rental License should not be transferable to a new owner of a unit, and that a new owner should be required to submit a new, complete application, and obtain approval of such application in order to obtain a new permit to operate a nightly rental at the property.

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

1. **Amendment:** Section 12-2-31(B)4.(b)3. of the Grand Lake Code of Ordinances is hereby amended to read as follows (text shown underlined is added): “3. 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 not transferable to a new owner of that unit. The new owner is required to submit a new, complete application, and obtain approval of such application in order to obtain a new permit to operate a nightly rental at the property.”

2. **Severability:** If any section, sentence, clause, or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance. The Board 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.

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 resolutions inconsistent with the provisions of this Ordinance are hereby repealed.

4. **Effective Date:** This Ordinance shall take effect thirty (30) days after final publication, as provided by law.

**INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE
BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 10TH
DAY OF AUGUST 2026.**

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

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell
Town Clerk

By: _____
Christina Bergquist
Mayor



TOWN OF GRAND LAKE STAFF REPORT

TO: Town of Grand Lake Board of Trustees

FROM: Steve Kudron, Town Manager

DATE: 8/10/2026

ACTION TYPE: ☒ Action Requested ☐ Information Only

RE: Moratorium on the Use of Metal Shipping Containers in the Town of Grand Lake

BACKGROUND

For decades, residents of the Town have utilized metal shipping for the storage of things. The Town of Grand Lake has received requests from people interested in placing and using certain types of metal containers, including but not limited to shipping containers, cargo containers, Connex boxes, intermodal containers, and similar prefabricated metal containers on a permanent or semi-permanent basis for storage and other purposes. The Grand Lake Municipal Code has no current land use, business, or other necessary or appropriate regulation governing the placement or use of such containers within the Town. The imposition of a one hundred eighty (180) day moratorium on placement, storage or use of such containers as well as on the submission, acceptance, processing or approval of any application for a license or permit for the placement, storage, or use of such containers will allow the Town Staff, the Planning Commission, and the Board of Trustees to investigate the Town's ability to regulate such matters and to develop and implement rules and regulations deemed appropriate and necessary by the Town Board of Trustees.

STAFF RECOMMENDATION

Staff recommends the Board approve the emergency moratorium.

SUGGESTED MOTION

Suggested motion:

I move to approve Ordinance 12-2026 an emergency ordinance imposing a temporary moratorium, on the placement, storage or use of shipping containers, cargo containers, connex boxes, intermodal containers or similar prefabricated metal containers, and the submission, acceptance, processing, or approval of any application for a license or permit related to the placement, storage, or use of such containers within the Town of Grand Lake.

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

**AN EMERGENCY ORDINANCE IMPOSING A TEMPORARY MORATORIUM ON THE
PLACEMENT, STORAGE OR USE OF SHIPPING CONTAINERS, CARGO CONTAINERS,
CONNEX BOXES, INTERMODAL CONTAINERS OR SIMILAR PREFABRICATED METAL
CONTAINERS, AND ON THE SUBMISSION, ACCEPTANCE, PROCESSING, OR APPROVAL
OF ANY APPLICATION FOR A LICENSE OR PERMIT RELATED TO THE PLACEMENT,
STORAGE, OR USE OF SUCH CONTAINERS WITHIN THE TOWN OF GRAND LAKE**

WHEREAS, The Town of Grand Lake has received requests from persons interested in placing and using certain types of metal containers, including but not limited to shipping containers, cargo containers, Connex boxes, intermodal containers, and similar prefabricated metal containers on a permanent or semi-permanent basis for storage and other purposes; and,

WHEREAS, The Grand Lake Municipal Code has no current land use, business, or other necessary or appropriate regulation governing the placement or use of such containers within the Town; and

WHEREAS, The imposition of a one hundred eighty (180) day moratorium on placement, storage or use of such containers as well as on the submission, acceptance, processing or approval of any application for a license or permit for the placement, storage, or use of such containers will allow the Town Staff, the Planning Commission, and the Board of Trustees to investigate the Town's ability to regulate such matters and to develop and implement rules and regulations deemed appropriate and necessary by the Town Board of Trustees; and

WHEREAS, the Board finds that the establishment and implementation of such rules and regulations will further the public health, safety and welfare; and

WHEREAS, persons desiring to utilize such containers will not be unfairly prejudiced by the imposition of the short, temporary moratorium imposed by this ordinance.

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

1. Immediately upon the adoption of this Ordinance a moratorium is imposed upon the placement, storage or use of shipping containers, cargo containers, Connex boxes, intermodal containers, and similar prefabricated metal containers, as well as on the submission, acceptance, processing or approval of any application for a license or permit for the placement, storage, or use of such containers within the Town of Grand Lake. The Town Staff and the Town of Grand Lake Planning Commission are directed to refuse to accept for filing, and not to process or review, any such new applications during the moratorium period.
2. The moratorium imposed by this ordinance shall commence as of the date of the adoption of this Ordinance, and shall expire One-Hundred and Eighty (180) days thereafter, unless sooner repealed.
3. Before the expiration of the moratorium imposed by this Ordinance the Town staff, working with the Town Attorney, shall carefully review the legal authority and the ability of the Town to regulate the

placement, storage and use of such containers within the Town. Such investigations shall be completed promptly and with due diligence.

4. The Board of Trustees hereby finds, determines, and declares that an emergency exists and that this Ordinance is necessary and proper to provide for the safety, preserve the health, promote the prosperity, and improve the order, comfort, and convenience of the Town of Grand Lake and the inhabitants thereof.

5. The Board of Trustees hereby finds, determines, and declares that it has the power to adopt this ordinance pursuant to: (i) the Local Government Land Use Control Enabling Act, §29-20 C.R.S.; (ii) §31-23-3 C.R.S. concerning municipal zoning powers; (iii) §31-15-103 C.R.S. concerning municipal police powers; (iv) §31-15-401 C.R.S. concerning municipal police powers; and (v) §31-15-501 C.R.S. concerning municipal power to regulate business;

6. Should any one or more sections or provisions of this Ordinance be judicially determined to be invalid or unenforceable, such determination shall not affect, impair, or invalidate the remaining sections or provisions of this Ordinance, it being the intent of the Board of Trustees that such invalid or unenforceable provisions are severable.

7. The Board of Trustees finds and concludes that this Ordinance is necessary for the immediate preservation of the health, safety, and welfare of the citizens of the Town of Grand Lake to protect the citizens of the Town of Grand Lake and, therefore, this Ordinance shall be effective immediately upon its approval by the Board of Trustees.

DULY MOVED, SECONDED AND ADOPTED AS AN EMERGENCY ORDINANCE BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 10th DAY OF AUGUST, 2026.

(S E A L)

Votes Approving:

Votes Opposing:

Votes Abstaining:

Absent:

ATTEST:

TOWN OF GRAND LAKE

Alayna Carrell
Town Clerk

Christina Bergquist
Mayor