

TOWN OF GRAND LAKE  
BOARD OF TRUSTEES  
REGULAR MEETING  
MONDAY, JULY 12, 2010 7:30 P.M.

AGENDA

- A.) CALL TO ORDER
- B.) ROLL CALL
- C.) APPROVAL OF MINUTES
  - 1.) May 10, 2010 -- Not available.
  - 2.) May 24, 2010 -- Not available.
  - 3.) June 28, 2010 -- Not available.
- D.) ANNOUNCEMENTS
  - 1.) We would appreciate it if you would turn your cell phones off during the meeting.
  - 2.) The 63<sup>rd</sup> Annual Buffalo Barbeque Celebration will include a pancake breakfast, a 5K run and walk, music, a parade, a barbeque, bingo, used book sale, a carnival and many fun children's activities, the weekend of July 16 - 18.
  - 3.) There will be a Flea Market, Farmer's Market, Saturday, July 16 from 10 - 4 and the Library's Used Book Sale will be July 16 - 18 from 10 - 4 at the Grand Arts Center.
  - 4.) The Rocky Mountain Repertory Theatre is now presenting its third production of the 2009 Season, "Thoroughly Modern Millie", in the Community House.
- E.) CONFLICTS OF INTEREST
- F.) LOCAL LIQUOR LICENSING AUTHORITY -- QUASI-JUDICIAL
  - 1.) Consideration of renewal of the Hotel and Restaurant Liquor License for Tomlynson, Inc., d/b/a The Rapids Lodge and Restaurant. (Page E2)
- G.) OLD BUSINESS -- None
- H.) NEW BUSINESS
  - 1.) Consideration of a Right-of-Way License Agreement between the Town of Grand Lake and Sombrero Stables. (Page E3)
  - 2.) Consideration of Ordinance No. 9-2010, an Ordinance Repealing and Replacing Chapter 7, Article 8 of the Town of Grand Lake Municipal Code, Also Known As the Traffic Code, to Reflect the Adoption, by Reference, of the 2010 Edition of the Model Traffic Code for Colorado, and Reflecting Certain Deletions and Additions Thereto. (Page E13)
  - 3.) Consideration of acceptance of an As-Built Plat and partial release of Subdivision Improvement Agreement funds for Shadow View Terrace Planned Development. (Page E19)
  - 4.) Consideration to authorize the Mayor to sign the Engagement Letter with Bondi & Co. LLC for the December 31, 2010 audit. (Page E42)
  - 5.) Consideration to set a Public Hearing to consider Ordinance No. x-2010, an Ordinance Amending Chapter 7 of the Grand Lake Town Code by the Addition of a New Article 5, Prohibiting Certain Uses Relating to Medical Marijuana. (Page E53)
- I.) ACCOUNTS PAYABLE - June, 2010 (Page E59)
- J.) CITIZEN PARTICIPATION
- K.) ADJOURNMENT



May 14, 2010

Town of Grand Lake  
Attn: Ronda Kolinske Town Clerk  
PO Box 99  
Grand Lake, CO 80447

Re: Renewal Liquor License Application for: Rapids Lodge & Restaurant  
Thomas Ludwig - Owner

We have received the renewal application for the above referenced establishment, and individual.

Upon review of the records held within the Grand County Sheriff's Office, since the last application renewal in June, 2009, we have found no adverse information, which would affect this request.

If you have any further questions, do not hesitate to contact me.

Sincerely,

Rodney D. Johnson, Sheriff

ca

Rodney D. Johnson  
670 Spring Street - PO Box 48  
Hot Sulphur Springs, Colorado 80451  
Phone: (970) 725-3343  
Fax: (970) 725-3227



TOWN OF  
GRAND LAKE

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July 2, 2010

To: Mayor Burke and Town Trustees  
From: Shane Hale, Town Manager *SH*

RE: Consideration of Sombrero Stables R-O-W License and Agreement

The Board of Trustees directed Staff to work with Sombrero Stables this year in order to draft an agreement between the two entities. The general feeling at that time was that while the Town hasn't had any specific issues with Sombrero, we really needed to better define the roles of both organizations, as Sombrero is one of the principal users of Thomasson Park, and has informal duties such as cleaning up after their horses, and sometimes helping out with trail maintenance, but no formal, written agreement has ever captured all of this.

Please see the attached draft, which has been reviewed by Town Attorney Krob as well as representatives from Sombrero Stables and the Thomasson Family. All parties have reviewed the agreement; the only comments from the Thomason's were that they would like to be added as additional insured by Sombrero—that is now reflected.

As I stated above, Sombrero has always picked up after their horses, and has helped to maintain the trails that they've used, so this agreement doesn't ask them to do anything that they haven't always done—it just puts it in writing. Furthermore, it identifies joint inspection of their trail system at the beginning and end of every season so both entities are on the same page. For the Town's part, we've always put up the horse crossing signs and have painted the crosswalks for the horses, so there is no new obligation (other than the joint inspection) for the Town either.

This agreement is being proposed as a one-year agreement, because it makes sense to try it out for a year and to make sure that it works for all parties involved. If we're in the same place in a year, and depending upon the feeling of the Sombrero and Thomasson representatives, this agreement may be extended to a 3-5 year document.

Cody Rex Walker intends on attending today's meeting to discuss the agreement with the Board. If the Board doesn't have any challenges, the Staff recommendation is for the Board to enter into the Right-of-Way License and Agreement with Sombrero Stables, and authorize the Mayor to sign the same.

## **RIGHT-OF-WAY LICENSE AND AGREEMENT**

**THIS RIGHT-OF-WAY LICENSE AND AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the Town of Grand Lake, a Colorado municipal corporation, (“the Town”) and Sombrero Stables, a Colorado limited liability company (“Licensee”).

**WHEREAS**, Licensee is the owner and operator of a commercial stable and horseback riding business (“the Stables”) located within the Town; and

**WHEREAS**, Sam E. Thomasson and Betty S. Thomasson (collectively, “the Property Owner”) is the owner of certain property generally described as Lots 1-2, Block 1, Shadow Park West, Town of Grand Lake, County of Grand, State of Colorado (“Thomasson Park”); and

**WHEREAS**, the Town has entered into a lease purchase agreement with the Property Owner granting the Town certain rights in the use, management, and purchase of Thomasson Park; and

**WHEREAS**, for a period of several years the Licensee has used portions of the Town’s rights-of-way and other properties in which the Town has an interest, including Thomasson Park, for trail rides and in the operation of the Stables; and

**WHEREAS**, the Licensee desires to continue to use portions of the Town’s rights-of-way as well as a trail through Thomasson Park for the term of this Agreement, and

**WHEREAS**, the Town and the Property Owner are willing to permit the Licensee to use such property on the terms and conditions set forth herein.

**NOW THEREFORE**, in consideration of the promises and agreements hereinafter set forth, it is agreed as follows:

### **1. CONSIDERATION AND TERM**

In consideration of payment by the Licensee to the Town in the amount of Ten Dollars (\$10.00), the Town hereby grants to Licensee a license to use those portions of the Town’s rights-of-way and the trail through Thomasson Park, as described on Exhibit A, attached hereto and incorporated herein by reference, to the degree, in the manner, and for the purposes described herein for a period of one (1) year from May

28, 2010 through May 27, 2011. In consideration of payment by Licensee to the Property Owners in the amount of Ten Dollars (\$10.00), the Property Owners consent to the use of the trail through Thomasson Park as provided herein.

## 2. USE OF THE LICENSED PREMISES

Licensee shall be entitled to use the portions of the Town's rights-of-way described on Exhibit A and the trail through Thomasson Park as described on Exhibit A (referred to collectively as "the Licensed Premises") for the following purposes and in the following manner:

- a. To conduct commercial horseback trail rides and related activities, and to maintain and improve the Licensed Premises. Such horseback rides shall be conducted only on the Designated Trail Routes identified on Exhibit A. Those Designated Trail Routes are limited to:
  - 1) Lake Avenue, Harmon Street, and Patterson Street right-of-way
  - 2) Mountain Parks Electric powerline easement, along the northern boundary of the Town and Thomasson Park
  - 3) Horse trail constructed by Licensee in 2004
  - 4) Horse trail constructed by Licensee in 2009
- b. To allow horses to cross West Portal Road, but only at the Designated Crossing. All horses crossing West Portal Road shall yield to emergency vehicles (fire, police, and ambulance) responding to emergency calls. Emergency vehicles are not expected to or obligated to silence their sirens as they approach the Designated Crossing. During all such crossings of West Portal Road, Licensee shall have one or more wranglers present on foot, to stop traffic, if necessary, to facilitate a safe crossing, and to prevent a broken horse string due to the regular flow of traffic.
- c. Such use of the Licensed Premises shall be non-exclusive, as members of the public are also entitled to use and continue to use portions of the Licensed Premises. All of the Licensed Premises shall be open and available to the public, including those areas in which the Licensee has made or will make improvements. In addition, the Town and its duly authorized employees, agents and designees, shall be entitled to use and continue to use the Licensed Premises for any and all Town or Town related purposes.

- d. The right of Licensee to use and occupy a portion of the Town's rights-of-way under the provisions of this License is specifically limited to the purposes identified in this License.

### **3. LICENSEE'S OBLIGATIONS**

Licensee's obligations in connection with its use of the Licensed Premises are as follows:

- a. Accompanied by the Town, Licensee shall inspect the Licensed Premises twice during the term of the Agreement, once on or before Memorial Day, 2010, and once after Labor Day, 2010. Such inspection shall consider and examine the needs and condition of the Licensed Premises, including but not limited to sediment and erosion control, drainage, trail stability and function, as well as overall appearance. As a part of such inspection, the Town will develop a list of improvements and maintenance actions to be undertaken by Licensee. Licensee shall make all improvements identified by the Town during such inspections within a reasonable period of time to be agreed to between the parties and shall perform the maintenance tasks identified.
- b. Licensee shall remove excrement a minimum of twice daily, once at or about noon, and once after the last horseback ride or other use of the Licensed Premises for the day.
- c. All improvements and maintenance items identified by the Town as a result of the post-Labor Day inspection shall be completed to the satisfaction of the Town on or before September 30, 2010.

### **4. TOWN'S OBLIGATIONS**

The Town's obligations in connection with the Licensed Premises during the term of the Agreement are as follows:

- a. The Town shall post two (2) horse crossing signs on West Portal Road (a/k/a Tunnel Road) in locations determined by the Town in proximity to the Licensee's place of business.
- b. On or before July 1, 2010, the Town shall paint the asphalt surface of West Portal Road at or near the location of the horse crossing signs, in both the northeast and northwest direction of travel lanes, to indicate the Designated

Crossing for horses to cross such road.

- c. To the extent the Town's use of the Licensed Premises results in damage, the Town shall repair or replace such damage within a reasonable period of time.

**5. GOVERNMENTAL IMMUNITY**

The Town is a Colorado municipal corporation and is entitled to certain rights and protections under the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S. ("the Act"). By entering into this License the Town does not waive and does not intend to waive any of its rights or protections under the Act.

**6. LIMITATION OF LICENSEE'S INTEREST IN LICENSE**

By entering into this License, Licensee expressly acknowledges that its interest in the Town's rights-of-way is limited to a license to use such rights-of-way as described herein with the permission of the Town. Neither Licensee's use of any portions of the Town's rights-of-way or use of portions of such rights-of-way by any of Licensee's predecessors or successors shall be used as the basis for any claim to use such rights-of-way except as provided herein, whether such claim is based on estoppel, waiver, adverse possession or any other basis. The sole basis for Licensee's right and claim to use the portions of the Town's rights-of-way shall be this License.

**7. BREACH OF AGREEMENT**

In the event that any party shall be in default of any of the terms or obligations under this Agreement, the non-breaching party shall give notice of such breach in writing to the breaching party. Should the breaching party fail to remedy the breach within ten (10) days of such notice, then the non-breaching party may undertake whatever legal or equitable remedy is available to it, including but not limited to, a suit for damages and/or injunctive relief. In the event the Town reasonably determines that the breach is a threat to the immediate health, safety or welfare of the public, then and in that event, Licensee shall immediately remedy such breach.

**8. ADDITIONAL REMEDY AVAILABLE TO THE TOWN**

In the event of a breach of this Agreement by the Licensee, the Town may in its discretion, elect to pursue the following remedy in addition to or in lieu of the remedies set forth in Section 7., above.

- a. If the Town believes that a breach has not been fully remedied within the ten (10) day or shorter time period set forth in the previous section, then the Town shall set the matter for a hearing before the Town Board to determine whether such breach exists. At such hearing, it shall be the burden of the Licensee to establish that they are in full compliance with all terms and conditions of the Agreement.
- b. If as a result of such hearing, the Town Board determines that a breach exists, then the Board shall have the following options, in the discretion of the Board:
  - 1) Terminate the Agreement, in which event the use of the Licensed Premises shall immediately cease.
  - 2) Suspend the Licensee's right to use the Licensed Premises until the breach is remedied. No use shall be made of the Licensed Premises by the Licensee during such suspension.
  - 3) Modify the Agreement on such terms and conditions as the Board deems appropriate, including but not limited to, restricting the uses that may be made of the Licensed Premises or adding additional terms or conditions to the Agreement. If the parties cannot agree on such additional terms, then the Agreement shall terminate.

**9. PAYMENT OF OTHER TOWN FEES, TAXES AND CHARGES**

If the Licensee fails to pay taxes, fees, water bills or other charges or obligations owed to the Town, and such delinquency continues for ten (10) days or more, this Agreement can be suspended or terminated by the Town Board following notice and an opportunity for the Licensee to be heard.

**10. TERMINATION**

This Agreement shall terminate upon the earliest of the following events:

- a. Failure of the Licensee to comply with any term of this Agreement, subject however to the requirements of paragraph 7 concerning notice of breach and right to cure.
- b. Use of the License Premises other than as specifically permitted in this Agreement, subject however to the requirements of paragraph 7 concerning

notice of breach and right to cure.

- c. Expiration of the term of the Agreement.

**11. MODIFICATION AND WAIVER**

No modification of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement, and no waiver of the breach of any provision of this Agreement shall be construed as a waiver of any subsequent breach of the same or any other provision hereof. It is expressly agreed that, except as may otherwise be provided by applicable statute or ordinance, no official of the Town has the authority to waive or modify any provision of this Agreement without the approval of the Town Board.

**12. TITLE AND AUTHORITY**

The undersigned warrants that he/she has full power and authority to enter into this Agreement on behalf of the Licensee.

**13. INDEMNIFICATION AND LIMITATION OF LIABILITY**

By entering into this Agreement, the Town assumes no responsibility for the operation of the Licensee's business, regardless of whether such business is conducted on or off the Licensed Premises. Licensee covenants and agrees to hold the Town and the Property Owner harmless for any injury, damages or claims which may occur, of whatever type of nature, as the result of the use of the Licensed Premises. The Licensee warrants that appropriate liability and hazard insurance in an amount not less than One Million Dollars (\$1,000,000.00) will remain in effect throughout the term of the Agreement to compensate any individual who may be injured or damaged in any manner by conduct relating to this Agreement or operation of Licensee's business in connection with the Licensed Premises and that the Town and the Property Owner will be listed as additional insured parties under such policy. Licensee agrees to promptly provide proof of such insurance satisfactory to the Town upon request by the Town. The Licensee further warrants and agrees to indemnify and compensate the Town and the Property Owner for any expense incurred in the defense of any lawsuit or any other type of action which may be brought against the Town or the Property Owner as a result of this Agreement or the Licensee's use of the Licensed Premises. The Town shall promptly notify Licensee of the existence of any claim, demand, or other matter to which Licensee's indemnification obligations would apply and shall give Licensee a reasonable opportunity to defend the same at its own

expense and with counsel of its own selection; provided that the Town and/or the Property Owner shall at all times also have the right to fully participate in the defense at its own expense. If Licensee shall, within a reasonable time after this notice, fail to defend, the Town and/or the Property Owner shall have the right to undertake the defense of, and to compromise or settle (exercising reasonable business judgment), the claim or other matter on behalf, for the account and at the risk of Licensee.

**14. EFFECT OF AGREEMENT**

By entering into this Agreement, the parties do not intend to grant to any person or entity other than the Town and the Licensee any rights or remedies. No third party beneficiaries are intended to benefit from this Agreement.

**LICENSEE:**  
**SOMBRERO STABLES, LLC**

By: \_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**

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

\_\_\_\_\_  
Ronda Kolinske, Town Clerk

By: \_\_\_\_\_  
Judy M. Burke, Mayor

**CONSENTED TO AND ACCEPTED BY PROPERTY OWNER**

\_\_\_\_\_  
Sam E. Thomasson

\_\_\_\_\_  
Betty S. Thomasson

## Shane Hale

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**From:** Katherine Morris [kmorris@co.grand.co.us]  
**Sent:** Thursday, July 08, 2010 11:12 AM  
**To:** Allen Nordin; Andrew Poirot; Brent Wolff; Bruce Hutchins; Canton O'Donnell; Coatney, Ken; Dave Johnson (water@townofgrandlake.com); David A. Kanzer P.E.; Doug Bellatty; Doug Laraby; Doug Moses; Drew Nelson; Gary Bumgarner; Gary Cooper; Hershaf Deputy; jacktohss@comcast.net; James Newberry; Jane Tollett; Jeff Durbin; Jennifer Pierro; Jeremy Bock; Jim Pokrandt; Joe Fuqua; John Stahl; Kelly L Larkin; Kevin Bayer; 'Kirk Klancke'; LauraLee Kourse; Lurline Underbrink-Curran; Mark Volt; Michael Eytel; Michael Wageck; Mike Gibboni; Nancy Stuart; Neal Misbach; Rich Schroer; Russ Chameroy; Sally Blea; Shane Hale; Steve Paul; Tammy Granger; Tim Haynes; Toby Davis; Todd Conger; Wally Baird  
**Subject:** FW: Moffat Collection System EIS Next Steps

All,

New text posted to the Corps' website follows this letter to the County Manager from Scott Franklin:

Lurline --

Thank you for Grand County's evaluation and recommendations on our Draft EIS as evidenced in your comments and recommended strategies. After much consideration, the Corps has made a decision to move toward a Final EIS, and won't prepare a Supplemental Draft. Check out the brief "EIS Status" update on the left column on our Moffat EIS website:  
<http://www.nwo.usace.army.mil/html/od-tl/eis/moffat-eis.html>

Along with URS, our Third Party Consultants, our office is currently formulating a strategy to address comments received on the Draft. Even though we won't prepare a Supplemental Draft, we will have plenty of work to do to address the Draft comments, and make changes and additions. As a result of your concerns, one of our bigger challenges will be to restructure the impact analyses and Final EIS document to emphasize a comparison of current conditions to with-project full-use conditions. Other issues we will address in the Final EIS, and about which you made comments, are shown on our website "EIS Status" update.

Again, thanks for your past involvement and assistance with this important study. The Corps looks forward to continuing our Consulting Agency partnership with Grand County. Don't hesitate to contact me if you have questions. -- Scott

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Scott Franklin, Moffat EIS Project Mgr  
US Army Corps of Engineers  
303-979-4120  
[j.scott.franklin@usace.army.mil](mailto:j.scott.franklin@usace.army.mil)

From the website:

"The Corps is currently addressing comments received on the DEIS. As a result of comments received on the DEIS, primary appurtenant issues to be addressed in the Final EIS include water quality, groundwater, aquatic resources, flow-related impact analyses, construction concerns, cumulative effects and mitigation of impacts.

A Final EIS is anticipated in 2011."

## You are a Credentialed Manager Candidate!

From: **Amanda Relyea** (arelyea@ICMA.org)

Sent: Thu 7/08/10 11:49 AM

To: Amanda Relyea (arelyea@ICMA.org)

Attachments:

image001.gif (1.0 KB), image002.gif (0.1 KB), image003.gif (0.3 KB), image004.gif (1.0 KB), image005.gif (0.6 KB), image006.png (0.6 KB), Guidelines.pdf (83.3 KB)

**Congratulations!** You are now an ICMA Credentialed Manager Candidate. The ICMA Executive Board approved the recommendations of the Credentialing Advisory Board. You will be automatically upgraded to the full credential as soon as you meet the required experience mark. If you would like for us to notify elected official(s) or others, please provide me e-mail address(es).

Although your first annual update is not due until July 1, 2011, you are strongly encouraged to keep track of your completed professional development activities throughout the year. We have found that it is best to keep a Word document on your computer, edit it throughout the year, and then upload it to <http://icma.org/credentialing> for submission before your annual update deadline. If you'd also like to save the in-progress document to the website periodically so that you have a backup, that would be great. Just don't click submit it until it is time!

You will be expected to report on what you did and specific examples of what you learned. For more information on that requirement, including the difference between professional development and work activities, it is **very important** to check out the [PM Magazine commentary](#) and the [sample annual update](#) in the Credentialing Resources section of *icma.org*.

Thank you for your commitment to professional development, and note that you are now eligible for programs like the ICMA [Gettysburg](#) and [SEI](#) Leadership Institutes. Once again, congratulations!




Sincerely,

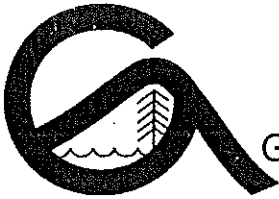
**Amanda Relyea**  
Credentialing & MIT Programs Manager

615 776 4750 (8:30-4:30 Eastern)  
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TOWN OF  
GRAND LAKE

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TO: Mayor Burke and the Board of Trustees  
FROM: Daniel Korkowski *DKM*  
DATE: 06-22-10

REF: Ordinance #9-2010, Municipal Code 7-8 Traffic Codes

The Town Attorney has requested the Town adopt the 2010 Edition of the Model Traffic Code for Colorado.

We are currently using the 2009 Edition of the Model Traffic Code. The 2010 Edition of the MTC is the most current version of the Code.

The proposed Ordinance #9-2010 was drafted by the Town Attorney.

The Grand County Sheriff's Department was advised of the proposed Ordinance and has not recommended any changes.

Staff recommends adoption of Ordinance #9-2010, *AN ORDINANCE REPEALING AND REPLACING CHAPTER 7, ARTICLE 8 OF THE TOWN OF GRAND LAKE MUNICIPAL CODE, ALSO KNOWN AS THE TRAFFIC CODE, TO REFLECT THE ADOPTION, BY REFERENCE, OF THE 2010 EDITION OF THE MODEL TRAFFIC CODE FOR COLORADO, AND REFLECTING CERTAIN DELETIONS AND ADDITIONS THERETO.*

**ORDINANCE NO. 9-2010**

**AN ORDINANCE REPEALING AND REPLACING CHAPTER 7, ARTICLE 8 OF THE TOWN OF GRAND LAKE MUNICIPAL CODE, ALSO KNOWN AS THE TRAFFIC CODE, TO REFLECT THE ADOPTION, BY REFERENCE, OF THE 2010 EDITION OF THE MODEL TRAFFIC CODE FOR COLORADO, AND REFLECTING CERTAIN DELETIONS AND ADDITIONS THERETO**

WHEREAS, the Town of Grand Lake has previously adopted the 2009 Edition of the Model Traffic Code for Colorado and codified it as Chapter 7, Article 8 of the Town of Grand Lake Municipal Code; and,

WHEREAS, the 2010 Edition of the Model Traffic Code for Colorado has now been promulgated and the Grand Lake Board of Trustees desires to adopt such 2010 Edition, subject to the deletions, additions, penalties and other provisions, as set forth herein,

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THAT CHAPTER 7, ARTICLE 8, SHALL BE REPEALED AND REPLACED IN ITS ENTIRETY, AS FOLLOWS:**

1. Section 7-8-1 of the Town of Grand Lake Municipal Code is hereby repealed and replaced with the following provision:

**7-8-1 Adoption**

Pursuant to parts 1 and 2 of article 16 of title 31 and part 4 of article 15 of title 30, C.R.S., there is hereby adopted by reference Article I and II inclusive, of the 2010 Edition of the Model Traffic Code for Colorado promulgated and published as such by the Colorado Department of Transportation, Safety and Traffic Engineering Branch, 4201 East Arkansas Avenue, EP 700, Denver, CO 80222. The subject matter of the 2010 Edition of the Model Traffic Code relates primarily to comprehensive traffic control regulations for the Town of Grand Lake, Colorado and other municipalities. The purpose of this Ordinance and the Code adopted herein is to provide a system of traffic regulations consistent with state law and generally conforming to similar regulations throughout the state and the nation. Three (3) copies of the 2010 Edition Model Traffic Code adopted herein are now filed in the office of the Clerk of the Town of Grand Lake, Colorado, and may be inspected during regular business hours.

2. Section 7-8-2 of the Town of Grand Lake Municipal Code is hereby repealed and replaced with the following provision:

**7-8-2 Deletions.**

The 2010 Edition of the Model Traffic Code for Colorado is adopted as if set out at length save and except the following articles and/or sections which are declared to be inapplicable to the Town of Grand Lake and are therefore expressly deleted:

- (a) MTC Section 225(3), third sentence. (First and second sentence to remain)

(b) MTC Section 1409(9)

3. Section 7-8-3 of the Town of Grand Lake Municipal Code is hereby repealed and replaced with the following provision:

7-8-3 Additions or Modifications.

The 2010 Edition of the Model Traffic Code for Colorado as adopted by the Town of Grand Lake, is subject to the following additions or modifications:

- (a) If a person receives a penalty assessment notice for a violation under 1701 (5) of the Model Traffic Code as adopted by the Town of Grand Lake, and such person pays the fine for the violation on or before the date the payment is due, the points assessed for the violation are reduced as follows:
- 1) For a violation having an assessment of three (3) or more points, the points are reduced by two (2) points.
  - 2) For a violation having an assessment of two (2) points, the points are reduced by one (1) point.
- (b) The provisions of Section 42-4-1702-1717 of the Colorado Revised Statutes are hereby adopted by reference and incorporated herein, but modified to make them applicable to the Grand Lake Municipal Court and the Town of Grand Lake, rather than to a County Court and a County.

4. Section 7-8-4 of the Town of Grand Lake Municipal Code is hereby repealed and replaced with the following provision:

7-8-4 Civil and Criminal Violations; Right to Jury Trial

- (a) It is a criminal traffic offense for any person to violate any of the following provisions of the 2010 Edition of the Model Traffic Code for Colorado as adopted and, from time to time modified, by the Town of Grand Lake:
- 1) When the person is arrested and charged with an offense under this Code causing or contributing to an accident resulting in injury or death to any person;
  - 2) When the person is arrested upon a charge of failure to stop in the event of an accident causing death, personal injuries, or damage to property;
  - 3) Reckless driving;
  - 4) Exceeding the speed limit by more than nineteen (19) miles per hour;
  - 5) Exhibition of speed or speed contest;
  - 6) In any other event when the provisions of Part 17 of the 2010 Edition of the Model Traffic Code for Colorado apply and the person arrested refuses to give his or her written promise to appear in court as provided in Section 1707.
- (b) Except for those violations classified as criminal offenses pursuant to subsection (a), above, all violations of this Chapter or of the 2010 Edition Model Traffic Code for Colorado, as adopted by the Town of Grand Lake are hereby classified as noncriminal traffic infractions which shall be deemed to be civil matters. The Colorado Municipal Court Rules of Procedure shall apply to proceedings in which the defendant is charged with such a noncriminal traffic infractions, except that no warrant for arrest shall be issued for the defendant's failure to appear when the only violation charged would

constitute a noncriminal traffic infraction. Instead, the Court may enter a judgment of liability by default against the defendant for any such failure to appear; assess any penalty and costs established by law; and report the judgment to the Colorado Department of Revenue, Motor Vehicle Division, which may assess points against the defendant's driving privileges and may deny an application for or renewal of the defendant's driver's license until the judgment and all other lawful costs are satisfied. Further, no writ of mittimus shall issue where the only basis for the fine and costs imposed was the finding of guilty or liability for a noncriminal traffic infraction.

- (c) Any defendant charged with a criminal traffic offense, as defined in subsection (a) shall have the right to demand a trial by jury upon compliance with the provisions of Colorado law and the Colorado Municipal Court Rules of Procedure, except no such right to a jury trial shall exist if the prosecutor indicates in writing that the Town will not seek imposition of a jail sentence in connection with the matter. No defendant shall have a right to a trial by jury for any noncriminal traffic infraction, as defined in subsection (b). In the event that a defendant is charged with more than one traffic violation arising out of the same incident and at least one of the charged violations is listed in subsection (a) above, the defendant shall have the right to demand a trial by jury as to all such offenses, which shall be consolidated for purposes of trial, except no such right to a jury trial shall exist if the prosecutor indicates in writing that the Town will not seek imposition of a jail sentence in connection with any of the violations involved in the matter.

5. Section 7-8-5 of the Town of Grand Lake Municipal Code is hereby repealed and replaced with the following provision:

#### 7-8-5 Penalties

- (a) Any person convicted of a criminal traffic offense, as defined in Section 7-8-4(a) of this Code, shall be punished by a fine not exceeding Three Hundred Dollars (\$300), or by imprisonment for not more than ninety (90) days or by both such fine and imprisonment;
- (b) Any person admitting liability for, found to be guilty of, or against whom a default judgment has been entered for any non-criminal traffic infraction, as defined in Section 7-8-4(b) of this Code shall be fined in an amount not exceeding Three Hundred Dollars (\$300). No defendant found to be guilty of any non-criminal traffic infraction shall be punished by imprisonment for such infraction.

6. Section 7-8-6 of the Town of Grand Lake Municipal Code is hereby repealed and replaced with the following provision:

#### 7-8-6 Application

This Article shall apply to every street, alley, sidewalk area, driveway, park, and to every other public way or public place or public parking area, either within or outside the corporate limits of this municipality, the use of which this municipality has jurisdiction and authority to regulate. The provisions of Sections 1401, 1402, 1413, and Part 16 of the adopted 2010 Edition of the Model Traffic Code for Colorado, respectively concerning reckless driving, careless

driving, eluding a police officer, and accidents and accident reports shall apply not only to public places and ways but also throughout the Town of Grand Lake.

7. Section 7-8-7 of the Town of Grand Lake Municipal Code is hereby repealed and replaced with the following provision:

#### 7-8-7 Validity

If any article, section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this Ordinance. The Board of Trustees hereby declares that it would have passed this ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

8. Section 7-8-8 of the Town of Grand Lake Municipal Code is hereby repealed and replaced with the following provision:

#### 7-8-8 Repeal

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

9. Section 7-8-9 of the Town of Grand Lake Municipal Code is hereby repealed and replaced with the following provision:

#### 7-8-9 Interpretation

This chapter shall be so interpreted and construed as to effectuate its general purpose to conform to the Colorado State uniform system for the regulation of vehicles and traffic. Article and section headings shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning or extent of the provisions of any article or section thereof.

10. Section 7-8-10 of the Town of Grand Lake Municipal Code is hereby repealed and replaced with the following provision:

#### 7-8-10 Certification

The Grand Lake Town Clerk shall certify to the passage of the ordinance adopting the 2010 Edition of the Model Traffic Code for Colorado and make not less than three (3) copies of the adopted Code available for inspection by the public during regular business hours.

**DULY INTRODUCED, PASSED, AND ADOPTED AT A REGULAR MEETING  
BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 12th  
DAY OF JULY, 2010.**

Votes Approving:  
Votes Opposed:  
Absent:  
Abstained:

**ATTEST:**

**TOWN OF GRAND LAKE, COLORADO**

\_\_\_\_\_  
Ronda Kolinske, CMC  
Town Clerk

By: \_\_\_\_\_  
Judy M. Burke  
Mayor



TOWN OF  
GRAND LAKE

---

Date: July 9, 2010

To: Mayor Judy Burke and Town Board of Trustees  
From: Abbi Jo Wittman, Town Planner *AW*

RE: Shadow View Terrace

Attached: - Developer Submission: Rolled As-Built Plat, Request of Release of Funds (Pg. A),  
Landscape Plan (Pg. B), Executed Utility Easement (Pg. C/D), Utility Confirmations: Three  
Lakes, Xcel Energy, Mountain Parks Electric, QWEST (Pgs. E-H)  
- Planning Commission Resolution No. 4-2010 (Pg. I)  
- Correspondence from Burelson/Nassar (Pgs. J1/2)  
- Shadow View Terrace HOA Agreement, *dated 7/5/2010* (Pg. K1/2)  
- January 2007 Release of Funds Documentation (Pgs. L-O)  
- Shadow View Terrace Project Cost Estimate (Pg. P)  
- Municipal Code Section 12-9-6 (Pg. Q)  
- Development Site Photographs (Pg. R)  
- Electronic Plat Files (GC Recording No. 2006004779): *For Reference Only*

#### PROPOSED LAND USE REQUEST

The Town has received an As-Built Plat from Mr. Brian Howard, developer of Shadow View Terrace Planned Development; Mr. Howard is seeking the Town Board's consideration of a three-tiered retaining wall as well as for the utility improvements for the development. Mr. Howard is asking the Town for the release of \$22,208 for \$12,520 (\$980 less than \$13,500) for the retaining wall as well as for \$9,688 for the remaining of the utilities. Please see the attached cost estimate (Pg. P).

#### HISTORY OF THE ACCEPTANCE OF IMPROVEMENTS

As members of the Board may remember, Shadow View Terrace (a five-lot development located on Park Avenue) was approved in 2006. To date, two of the lots have been developed with single family residences (Burelson and Nassar). Included on the approved plat was a two-tiered retaining wall. As Municipal Code 12-9-6C indicates: "*Should the Town staff determine that substantial differences exist between the approved and recorded development plat/plan and the as-built plat... Town staff shall place the development in question on the agenda of the next Planning Commission meeting for discussion and review... As-built plats that have been discussed by the Commission may be referred to the Board of Trustees for their review, should circumstances dictate, before signature by the Mayor.*" As the attached As-Built Plat indicates, the three-tiered retaining wall (located in the Park Avenue Right of Way – to be maintained by the HOA) may be considered a *substantial difference* and was brought before the Commission for the Commission's recommendation to the Board.

At the time of the Commission's review, the retaining wall had not been planted and, therefore, the Commission's recommendation included that the Board's approval should be contingent on "...the Board's decision for the determination of the definition of 'plantings' and the cost of those plantings (to be retained by the Town until the plantings have been completed)".

#### STAFF ANALYSIS OF AS-BUILT IMPROVEMENTS

Since the time of the Planning Commission's review, Mr. Howard has landscaped the two lower terraces of the three-tiered wall. As Mr. Howard's Landscape Plan (page B) indicates, plantings have included:

Quantity	Planting	Cost Per Plant	Total Cost
8	Arborvitae Emerald Green	\$19.50	\$156.00
4	Juniper Andorra	\$17.50	\$70.00
26	Juniper Sargenti Green	\$17.50	\$455.00
2	Juniper Blue Rug	\$19.50	\$39.00
40			\$720.00

The total cost for the landscape plan, including \$240 of labor, amounts to \$960.00. While none of these plantings are listed in the Town's Urban Forestry Management section of the Municipal Code, none of the plants are listed as 'Desirable Plantings'. Please see the attached site photographs (Pg. R). Additionally, the area does have evidence of weeds. Staff encourages individual site visits for greater understanding of the site conditions by all board members.

According to the Arbor Day Foundation, the Arborvitae (while suitable for hardiness zones 2-7; the Town of Grand Lake falls into the 3-4 range) is 'susceptible to damage in winter from ice and snow'. The Juniper Andorra hardiness zone is 4-9; the Juniper Sargenti Green and the Juniper Blue Rug have hardiness zones of 3-9. While these plants may grow well in Grand Lake, staff does have concern of whether or not the plantings will survive. A recent site visit showed that many of the root balls of the plants were exposed above the soil level. Additionally, there is concern that a permanent irrigation system has not been installed. While the developer indicated (by email on Tuesday June 8, 2010) that an auto sprinkler system was going to be added that week, Mr. Jack (Bud) Burelson (owner of Lot A) has indicated that use of his garden hose has been the means for irrigation to this point. As a reminder to the Board, no irrigation system is noted as a part of the Final Development Plan.

While all applicable utilities have been installed and approved by the utility company, the utilities depicted are also not developed according to the Final Development Plan. While staff does not see this as something that is an issue (as the services are provided and installed) but the service lines are not depicted for those improvements that have been made. This is an oversight on the part of staff and will have to be a condition of approval.

#### ADDITIONAL ISSUES THAT MAY ARISE

On July 1 and July 8 property owners within Shadow View Terrace discussed with Town Hall staff their misunderstanding with the development schedule and expressed their concerns for signing on the As-Built Plat (as certain improvements affect their properties). There are some items (not associated with approved plans, the As-Built, etc.) that have come up with the development. While both property owners

(Nassar and Burelson) have indicated they will sign on the As-Built plat, this has been contingent on Mr. Howard's willingness to meet items outlined in a mutual HOA agreement (attached); this agreement indicates certain improvements and actions will be conducted by the end of July, 2010.

While this seems like a moot point at this time, staff questions the Town's acceptance of an As-Built (contingent on their signatures) when property owners are not wholly satisfied with the developer and may change their mind if the agreements are not met. Additionally, execution of the As-Built Plat will need to occur for Mr. Howard and his surveyor. Prior to the Town's execution, however, the Town will need to have an executed mylar plat submitted (all with original signatures) as this is the new requirement for Grand County Recorder's Office for all oversized plats.

The developer has not provided an affirmation that all improvements have been paid for (as this is a requirement of the SIA); staff recommends making the release contingent on this certification.

Lastly, the outstanding Letter of Credit is set to expire on July 28, 2010. Staff has advised the applicant of this and has not received word that the LOC will be updated by the deadline date. Allowing a LOC to expire is not only a direct violation of the Subdivision Improvement Agreement, it also places the Town in a position where securities may not be held (if the LOC expires).

#### BOARD DISCUSSION AND ACTION

The Board should discuss:

1. The Board's willingness to accept a three-tiered retaining wall (as opposed to a two-tiered wall); and
2. The Board's willingness to accept the landscape plan (including all planting suitability); and
3. The Board's willingness to accept the landscape plan without permanent irrigation (despite the Final Development Plan not having irrigation); and
4. The Board's willingness to authorize the mayor to sign the As-Built and release funds of \$22,208 or \$23,188 (the total amount for all utilities, the retaining wall and the plantings).

Once discussion has taken place and if the Board is favorable, the Board can move to accept the As-Built Plat for the retaining wall and utilities, authorize the mayor to execute the As-Built Plat, and to direct the Town manager to authorize the release of \$22,208 or \$23,188 for the improvements in association with the Shadow View Terrace Planned Development, contingent (in addition to any other conditions the Board deems necessary) on:

The Town's receipt of an updated Letter of Credit; and

The Town's receipt of an affirmation that all improvements have been paid for; and

The Town's receipt of an executed mylar As-Built plat with the amendment of existing service lines to be added to the plat.

The Board may also elect to continue consideration until the aforementioned conditions (as well as any other items discussed) have been met by the Developer.

RECEIVED JUN 08 2010

May 11<sup>th</sup>, 2010

Shane Hale and Abbi Jo Whitman  
Town Of Grand Lake  
1026 Park Ave.  
Grand Lake, Co  
80447

RE: Shadow View Lane PD

Shane and Abbi,

I am requesting a reduction in the amount of the Bond/LOC for the Shadow View Lane PD.

The 3 Tiered Retaining Wall As-Built and the Utilities As-Built Plat are included.  
A Landscape plan for the retaining wall is also included.

\$ Dollar amounts are:

\$13,500 Retaining Wall

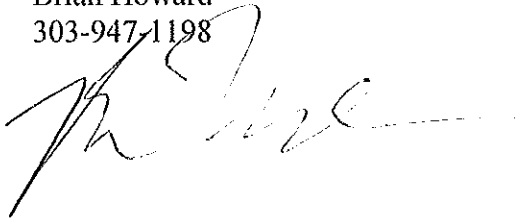
\$9,688 Utilities

-\$980 Landscape Plan for Wall (to be withheld unit plantings are complete).

22,208\$

Thanks for your time and consideration.

Brian Howard  
303-947-1198



A

22

6/1/2010  
Town of Grand Lake

Re: Shadow View Terrace

Landscape Plan for Shadow View Terrace

Plant 40 Evergreen Shrubs on Terraces.  
Majority on bottom terrace for eye level viewing.  
Upper terrace plantings toward front of terrace.

Qty	Cost	
8	\$19.50	\$156.00 arborvitae emerald green
4	\$17.50	\$70.00 juniper andorra
26	\$17.50	\$455.00 juniper sargentii green
2	\$19.50	\$39.00 juniper blue rug
<b>Total</b>	<b>40</b>	<b>\$720.00</b>
<b>Labor Cost</b>		<b>\$240.00</b>
		<b>\$960.00</b>



**UTILITY EASEMENT**

For and in consideration of the sum of ten (10) dollars in hand paid, and other good and valuable considerations, the undersigned, AJ Nassar and Michele Pesonen, Grantor, do hereby grant, sell, convey, and warrant to Jack E. Burlison and Susan L. Burlison and the successors and heirs, assigns and subsequent owners of the real property described as Lots A, , Shadow View Terrace Planned Development, a replat of Lots 1-5, 12 & 13, Block 30, Town of Grand Lake, County of Grand, State of Colorado for the "Benefited Property", a permanent non-exclusive utility easement and right-of-way with the right to install utilities or other appurtenances thereunto required, over, across and/or under a certain parcel of real property lying and being situated in Grand County, Colorado, a more accurate description of said property being attached hereto and made a part hereof as though fully copied herein in words and figures and marked Exhibit A,

It is understood and agreed that this easement and right-of-way shall give and convey to the Grantee herein the right of ingress and egress upon the lands above described for the purpose of installing, maintaining, replacing and repairing an electrical service.

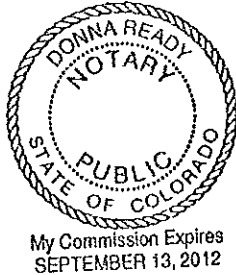
Grantor hereby agrees to obtain consent from any lien holders of this property.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantor and the Grantee, there being no oral agreements or representations of any kind made between the Grantor and Grantee.

The grant and other provisions herein described shall constitute a covenant running with the "Benefited Property".

WITNESS THE SIGNATURE of the Grantor on this 6<sup>th</sup> day of July, 2010.

STATE OF Colorado  
COUNTY OF Grand



[Signature]  
AJ Nassar  
[Signature]  
Michelle Pesonen

PERSONALLY appeared before me, aforesaid, the within named AJ Nassar and Michelle Pesonen, who acknowledged that they signed and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN UNDER MY OFFICIAL SEAL this 6<sup>th</sup> day of July, 2010.

[Signature]  
NOTARY PUBLIC

MY COMMISSION EXPIRES: 9-13-12

EXHIBIT A  
10.00 FOOT WIDE UTILITY EASEMENT  
LOT B, SHADOW VIEW TERRACE, AS-BUILT PLAT,  
RECEPTION NO. \_\_\_\_\_  
TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO

A 10.00 FOOT WIDE UTILITY EASEMENT LOCATED IN LOT B OF SHADOW VIEW TERRACE PLANNED DEVELOPMENT A REPLAT OF LOTS 1-5 AND 12 AND 15 OF BLOCK 30, TOWN OF GRAND LAKE COUNTY OF GRAND, STATE OF COLORADO; SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WESTERLY TEN FEET OF SAID LOT B OF SHADOW VIEW TERRACE PLANNED DEVELOPMENT.

PREPARED FOR AND ON BEHALF OF:  
DIAMONDBACK ENGINEERING AND SURVEYING, INC.  
BY:

JERALD W. RICHMOND



November 21, 2006

LJH LLC  
15936 Ridge Tee Drive  
Morrison, CO 80465

Re: Sewer Main Extension Project  
Shadow View Terrace

Dear LJH LLC:

Please be advised that I have reviewed the above project, including t'ving of the sewer main, for District acceptance. This line is acceptable for ownership by the District. The two-year warranty period for this project will commence once the sewer main becomes active, i.e. sewage is flowing thru. The two-year period shall include two "spring" periods. At that time, we will again tv the sewer main, and if no problems are found, the project process will end with the warranty.

In addition to the above, the District has previously requested the total cost of the sewer main system in the development of the Shadow View Terrace subdivision. Please contact our office as to when the District will receive this information as it was required to be on the financials at the time the Bill of Sale was done.

Respectfully,

A handwritten signature in black ink that reads "Dan Schrader".

Dan Schrader  
Systems Superintendent

May 7, 2010

Brian Howard  
LJH, L.L.C.  
15936 Ridge Tee Dr.  
Morrison, CO 80465

RE. Shadow View Terrace Subdivision, Grand Lake, CO.

To whom it may concern:

Please let this letter serve as notification of completion of the natural gas installation (main and two (2) services) at the above mentioned subdivision. Public Service Company of Colorado (PSCO) has installed these facilities to the installation standards of the DOT and our Company standards.

Installation of the remaining services (three lots) will be completed when applications have been received, charges have been paid and the sites are brought into compliance with PSCO standards for installation.

Please feel free to contact me at the phone numbers below if you have any questions.


Best Regards,



David Covey/Planner  
Design/Layout, Mtn. Division  
Public Service Company of Co.  
PO Box 528  
Granby, CO. 80446  
970.262.4088  
970.887.2453 (f)



# Mountain Parks Electric, Inc.

A Touchstone Energy<sup>®</sup> Cooperative   
*The power of human connections*

June 14, 2010

Brian Howard  
LJH, LLC Shadow View Terrace  
15936 Ridge Tee Drive  
Morrison CO 80465

Re: LJH, LLC Shadow View Terrace

Dear Mr. Howard,

Mountain Parks Electric Inc. (MPEI) has installed and energized the electric service for the Shadow View Terrace Project near Grand Lake, CO. If you have any questions about this project, please call me at 887-7065.

Sincerely,

A handwritten signature in cursive script that reads "Jean Johnston".

Jean Johnston  
ROW Specialist

**Brian Howard**

---

**From:** Jordan, Ken [Ken.Jordan@qwest.com]  
**Sent:** Tuesday, April 27, 2010 7:42 AM  
**To:** 'Brian Howard'  
**Subject:** RE: Shadow View Terrace

Brian  
The QWEST requirements at Shadow View Terrace have been met. As for the pole we talked about, it does not belong to QWEST and if it is removed it is ok with us.  
Thanks  
Ken Jordan  
QWEST Field Engr.

-----Original Message-----

**From:** Brian Howard [mailto:bwh13@comcast.net]  
**Sent:** Monday, April 26, 2010 1:35 PM  
**To:** Jordan, Ken  
**Subject:** Shadow View Terrace

Hi Ken,

Per our phone conversation. Would you mind sending me an email or letter stating the status of the project at Shadow View Terrace, as far as Qwest is concerned?

Thanks,  
Brian Howard  
15936 Ridge Tee Dr.  
Morrison, Co  
80465

This communication is the property of Qwest and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

TOWN OF GRAND LAKE  
PLANNING COMMISSION  
RESOLUTION NO. 4 – 2010

A RESOLUTION REGARDING THE ACCEPTANCE OF AN AS-BUILT FOR A THREE-TIERED  
RETAINING WALL AND THE SUBMITTAL OF A PROPOSED AMENDMENT FOR THE SHADOW  
VIEW TERRACE PLANNED DEVELOPMENT

WHEREAS, the Town of Grand Lake accepts improvements for developments upon the submittal of an As-Built reflecting the developed improvements, as approved; and,

WHEREAS, the Town of Grand Lake Board of Trustees may approve alterations to plats and plans adopted by the Town of Grand Lake by recommendation of the Planning Commission; and

WHEREAS, the Planning Commission reviewed a submitted As-Built and proposed Planned Development Amendment on January 6, 2010; and,

WHEREAS, upon discussion by the Planning Commission with the applicant, the Commission elected to forward recommendations to the Town Board of Trustees regarding the acceptance of certain improvements for the Shadow View Terrace Planned Development.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE TOWN OF GRAND LAKE, COLORADO,

THAT,

The Planning Commission forwards a favorable recommendation of the Town Board of Trustees for the acceptance of a three-tiered retaining wall contingent on:

- a) the Town's acceptance of an As-Built plat indicating the retaining wall, and
- b) the Board's decision for the determination of the definition of 'plantings' and the cost of those plantings (to be retained by the Town until the plantings have been completed).

THAT,

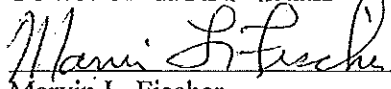
The Planning Commission forwards a recommendation of denial to the Board of Trustees for the proposed Planned Development amendment on the basis that the timing is not appropriate because it cannot be determined whether the proposed changes will adequately meet the drainage needs for the entire development.

DULY MOVED, SECONDED AND ADOPTED BY THE PLANNING COMMISSION OF THE TOWN OF GRAND LAKE, COLORADO THIS 20TH DAY OF JANUARY, 2010.

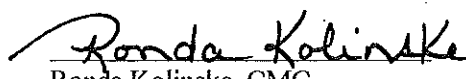
(SEAL)

Votes Approving:	6
Votes Opposed:	0
Absent:	0
Abstained:	1

TOWN OF GRAND LAKE

  
Marvin L. Fischer,  
Planning Commission Chairman

ATTEST:

  
Ronda Kolinske, CMC,  
Town Clerk

7-5-2010

To: Abbi Jo Whittman, Town Planner, Grand Lake, CO

From: Jack Burleson

Subject: Shadow View Terrace Development

A.J.Nassar and I met today, July 5<sup>th</sup>, with Brian Howard to discuss the state of Shadow View Terrace's development needs and plans.

A.J. and I addressed with Brian our issues and concerns for a street sign, approved building envelopes for both of our lots, the street surface, drainage issues and fixes, erosion issues and solutions, and a re-platting of the development to eliminate drainage culverts and expand the building envelopes of Lot A and B.

Brian Howard agreed to increase the building envelope of (Lot A) to include the existing deck structure and to increase the building envelope of (Lot B) to allow for the expansion of Mr.Nassar's existing deck by 10 feet to the East. He also agreed to put a rock wall of like materials and appearance as the Terrace around the curve of Shadow View Lane in front of Lot A to prevent erosion and provide for a more professional and finished appearance to the entrance of the development, install a street sign, and re-top Shadow View Lane with a better finish and oil topping but not the final surface.


I informed Brian that I was ok a change of plan to eliminate the drainage culverts and allow a topside natural drain to occur as long as it drained away from and did not have an adverse impact on Mr.Engelhardt's property or any other existing structures and on the condition that he would address our concerns as stated above in a timely manner. A.J. and I both agree that Brian should address the erosion issue (rock retaining wall), expand our building envelopes and make necessary drainage changes with approved drawings for both to the Town Planner within 30 days.

I would like you to know the concerns we discussed and if Brian addresses these satisfactorily and makes the changes he agreed to then I am willing to approve what he is requesting from the town. I understand that Brian will provide you with a copy of our agreement and it will contain the signatures of all parties.

If you have any questions or concerns, I may be reached on my cell @ (214) 226-2342.

Thank you for you time and attention to this matter.

Jack E. Burleson

As per e-mail from AJ Nassar on July 9<sup>th</sup>  
I agreed to sign the as built PWD.  


J1

31

**Abbi Jo Wittman**

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**From:** Brian Howard [bwh13@comcast.net]  
**Sent:** Friday, July 09, 2010 9:53 AM  
**To:** Abbi Jo Wittman  
**Cc:** 'Shane Hale'  
**Subject:** FW: Shadow View Lane  
**Attachments:** ljh action items.pdf

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**From:** AJNassar [mailto:ajnassar@alinian.com]  
**Sent:** Friday, July 09, 2010 9:51 AM  
**To:** bwh13@comcast.net  
**Subject:** Shadow View Lane

Brian

This e-mail will confirm that I will sign the revised plat plan subject to you signing the attached agreement Ljh action items. I further understand that although you will do everything you can to assist on item # 2 of the action plan I understand the ultimate approval is in the control of the Town of Grand Lake.

Regards

A.J.



A.J. Nassar  
c/o Alinian Capital Group, LLC  
1556 E Commercial Blvd  
Fort Lauderdale, FL 33334  
Office: 954-495-2040  
Fax: 954-491-7281

Jz<sup>1</sup>

32

Shane / Abbi?

Shadow View Terrace, Grand Lake, CO

7/5/2010

Summary of meeting between AJ Nassar, Jack (Bud) Burleson, and Brian Howard at Shadow View Terrace.

Following items discussed and result of discussion.

All 3 parties agree to the following "Action Items."

1. LH will clean off loose asphalt driveway and apply sealer coat to asphalt.
2. LH will amend the building envelopes for Lot A and Lot B to include:
  - (A) The existing deck areas of Lot A in the amended envelope.
  - (B) To extend the existing envelope of Lot B by 10ft to allow for an extension of existing deck by 10 ft.
3. LH will complete the rock wall around the deck and drive of Lot A.
4. Jack and AJ understand and approve the proposed drainage plan which is to be "day-light" and will not include any culverts. All parties understand the obvious benefits of the new plan.
5. Jack and AJ approve of the new plantings on the terrace.
6. It is further agreed that items 1 and 3 will be completed by LH by the end of July 2010.
7. It is agreed that item 2 has been approved by LH and has agreed to add new envelope to the new plat plan being presented to Town of Grand Lake, at the same time, as the new drainage plan is presented.
8. LH is abbreviation for: LTH, LLC company of Brian Howard.

All Parties Signature's Required:

Brian Howard [Signature] 7/8/2010

AJ Nassar [Signature] 7-7-10

Jack Burleson \_\_\_\_\_

KI

33

Shadow View Terrace, Grand Lake, CO

7/5/2010

Summary of meeting between AJ Nassar, Jack (Bud) Burleson, and Brian Howard at Shadow View Terrace.


Following items discussed and result of discussion.

All 3 parties agree to the following "Action Items."

1. Ljh will clean off loose asphalt driveway and apply sealer coat to asphalt.
2. Ljh will amend the building envelopes for Lot A and Lot B to include:
  - (A) The existing deck areas of Lot A in the amended envelope.
  - (B) To extend the existing envelope of Lot B by 10ft to allow for an extension of existing deck by 10 ft.
3. Ljh will complete the rock wall around the deck and drive of Lot A.
4. Jack and AJ understand and approve the proposed drainage plan which is to be "day-light" and will not include any culverts. All parties understand the obvious benefits of the new plan.
5. Jack and AJ approve of the new plantings on the terrace.
6. It is further agreed that items 1 and 3 will be completed by Ljh by the end of July 2010.
7. It is agreed that item 2 has been approved by Ljh and has agreed to add new envelope to the new plat plan being presented to Town of Grand Lake, at the same time, as the new drainage plan is presented.
8. Ljh is abbreviation for: \_\_\_\_\_ company of Brian Howard.

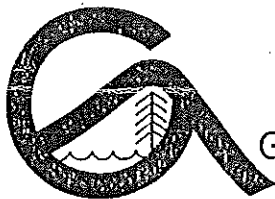
All Parties Signature's Required:

Brian Howard \_\_\_\_\_

AJ Nassar  \_\_\_\_\_ 7-7-10

Jack Burleson  \_\_\_\_\_ 7-7-10

KZ



TOWN OF  
GRAND LAKE

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January 19, 2007

To: Mayor Burke and Town Trustees  
From: Shane Hale, Town Manager

RE: Initial Acceptance/Partial Release for Shadow View Terrace PD

Attached is a letter from Brian Howard requesting that the Letter of Credit (LOC) be reduced by \$74,443 to reflect the completed items, which would give the new issue LOC a face value of \$67,542 (\$123,465 - \$74,443 + \$18,520) (beginning balance minus improvements plus 15% retainage)).

The Subdivision Improvements Agreement (SIA) allows for this transaction, with Section f. stating "upon a finding of satisfactory completion of one or more of the components set forth in Exhibit B...the Town shall issue a Certificate of Initial Acceptance...following the issuance...the Developer may request that the Town release a portion of the Performance Guarantee..."

In regards to the specific completed improvements, Staff confirms that the following are 100% complete: Items 1-5, 14-19, 20-23 and 26 (on Exhibit B). The Developer has installed the retaining wall, but hasn't completed the plantings. Also, the Developer has met with Town Staff to change the drainage plan onsite, replacing the approved culverts with a curb and gutter design; since it's not completed, no release is recommended by Staff. Also, while parts/portions of the phone, gas and cable have been installed, no release is recommended by Staff since it's not 100% completed. Finally, while the Mtn. Parks Electric letter states that only 50% of their work is completed, the services to the home sites that were are 100% complete, so Staff is recommending the full release for this line.

Staff has been provided with as-built drawings for both the water and sewer service. The Developer has not provided an affirmation that all improvements have been paid for; Staff recommends making the release contingent on this certification.

The following items are attached for your consideration: Letter from Brian Howard, copy of relevant portion of SIA, Exhibit "B", memos from TOGL Water Dept., Mtn. Parks Electric, Comcast, Xcel Energy, and Qwest.

The Staff recommendation is for the Board of Trustees to begin initial acceptance on Items 1-5, 14-23 and 26 direct the Town Manager to authorize the release of \$74,443 for the improvements

✓

at the Shadow View Lane PD, contingent on the Town receiving an affirmation that all improvements have been paid for.

c. Testing

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

d. Inspection

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

e. Street access

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

f. Initial acceptance of improvements

The Developer shall submit a Request For Initial Acceptance, including Certification of Completion, "as built" drawings of the Improvements and certified cost estimates of Public Improvements, to the Town upon completion of the improvements or one or more of the components set forth in Exhibit B. Said Certification shall be submitted upon written oath or affirmation of the Developer that the Improvements have been fully paid for and Developer has fully paid all persons or entities having furnished labor or materials for the design, construction and installation of such Improvements. The Town, however, shall not be deemed to have accepted any payment responsibility

or liability in conjunction with the ascertainment of such payment The Town shall inspect such Improvements within ten (10) working days of the Town's receipt of the Developer's request for Initial Acceptance, unless unable to do so due to inclement weather or other natural conditions or conditions beyond the Town's control. Upon a finding of satisfactory completion of one or more of the components set forth in Exhibit B in compliance herewith and all applicable ordinances and standards of the Town, the Town shall issue a Certificate of Initial Acceptance to the Developer, for the completed improvements. Following the issuance of the Certificate of Initial Acceptance, the Developer may request that the Town release a portion of the Performance Guarantee correlating to the initially accepted Improvements, provided an acceptable Warranty Guarantee has been executed and delivered to the Town, and provided no mechanics lien statements have been filed with respect to the project. The warranty shall not begin to run as to any portion of the Improvements until all Improvements have been initially accepted by the Town.

g. Warranty

- (1) For a period of two (2) years from the date of initial acceptance or the date of repair for repairs made during the initial warranty period, Developer warrants that all improvements hereunder will be free from defects, including but not limited to defects in materials, workmanship, design, construction and installation, and that the improvements otherwise fully comply with all applicable standards and specifications.
- (2) A Warranty Performance Guarantee shall be equal to fifteen percent (15%) of the total cost of the improvements, as certified to the Town. The Warranty Guarantee shall be in the form of an Irrevocable Letter of Credit or Warranty Bond conforming to the requirements applicable to the Performance Guarantee set forth at Section 3 hereof. The Warranty Guarantee shall provide security for the costs which may be incurred in repairing and/or replacing improvements during a warranty period of two years following Initial Acceptance by the Town.
- (3) In the event that any substantial repair or replacement is required to any of the improvements during the warranty period and such repair or replacement is not timely made upon notice of defect or in any event before the expiration of the warranty period, the Town may elect to:
  - (a) call the Warranty Guarantee and secure repair or replacement of the nonconforming improvements, or

EXHIBIT B

SHADOW VIEW TERRACE PLACE  
PROJECT COST ESTIMATE

PREPARED: 12/17/05  
REVISED: 1/27/06  
REVISED: 2/24/06  
BY: JOE

ITEM # DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT COST	TOTAL COST	
<b>ROADS &amp; DRIVEWAYS AND EXCAVATION</b>					
1 CLEARING	LS	1	2,500.00	2,500	} \$24,268 (released)
2 BLASTING	CY	238	15.00	3,570	
3 ROAD EXCAVATION - CUT	CY	1180	7.00	8,260	
4 ROAD EXCAVATION - FILL	CY	850	8.50	7,225	
5 ROADBASE	TON	165	13.00	2,145	} \$21,300 - retained
6 ASPHALT	TON	100	68.00	6,800	
7 PARK AVE RETAINING WALL INC PLANTINGS	SF	750	18.00	13,500	
8 SIGNAGE	LS	1	1,000.00	1,000	
				<b>SUBTOTAL:</b>	<b>\$45,668</b>
<b>STORM DRAINAGE</b>					
9 15" CULVERT	LF	118	45.00	5,310	} \$15,535 - retained
10 15" FLARED END SECTIONS	EA	10	375.00	3,750	
11 18" CULVERT	LF	25	55.00	1,375	
12 18" FLARED END SECTIONS	EA	2	450.00	900	
13 RIP RAP	TONS	120	35.00	4,200	
				<b>SUBTOTAL:</b>	<b>\$18,535</b>
<b>SANITARY SEWER SYSTEM</b>					
14 48" DIA. MANHOLE	EA	2	2,800.00	-5,600	} \$22,705 (released)
15 6" SEWER CLEANOUT	EA	1	800.00	800	
16 4" PVC SEWER SERVICE	LF	127	25.00	3,175	
17 8" PVC SDR 35 SEWER LINE	LF	193	45.00	8,685	
18 2" PE FORCE MAIN	LF	128	22.00	2,772	
19 ROCK EXCAVATION	LF	112	15.00	1,673	
				<b>SUBTOTAL:</b>	<b>22,705</b>
<b>WATER SYSTEM</b>					
20 1 1/2" WATER SERVICE LINE	LF	240	35.00	8,400	} \$23,750 (released)
21 6" DIP WATER MAIN	LF	200	55.00	11,000	
22 FITTINGS AND VALVES	EA	6	450.00	2,700	
23 ROCK EXCAVATION	LF	110	15.00	1,650	
				<b>SUBTOTAL:</b>	<b>23,750</b>
<b>MISCELLANEOUS</b>					
24 EROSION/SEDIMENT & REVEGETATION	LS	1	2,500.00	2,500	} \$2,500 - retained
				<b>SUBTOTAL:</b>	<b>\$2,500</b>
<b>TOTAL FOR SITE-WORK CONTRACTOR</b>				<b>TOTAL SITE WORK</b>	<b>\$110,038</b>
<b>NATURAL GAS SERVICE - PUBLIC SERVICE</b>					
25 GAS LINES INSTALLED	LF	310	11.25	3,488	} \$3,488 - retained
<b>ELECTRICAL SERVICE INSTALLATION</b>					
26 ELECTRICAL SERVICE INST.	LF	310	12.00	3,720	} \$3,720 (released)
27 RE-ROUTE ELECTRICAL TO LOT A	LS	1	1,200.00	1,200	} \$6,200 - retained
28 QWEST PHONE	LS	1	5,000.00	5,000	
29 CABLE TV	LS	1	0.00	0	
<b>TOTAL</b>					
				\$123,465	
15% CONTINGENCY				\$18,520	
<b>GRAND TOTAL</b>				<b>\$141,985</b>	

January, 2007 release = \$74,443  
Town Retains = \$49,022  
+ \$18,520 (contingency)  
\$141,985 total

P

Section 12-9-6: Procedure For Review of "As-Built" Plats

A. Approved developments with construction of any type are required to have as-built drawings, in the form of an Improvement Survey Plat, approved by the Town. These drawings shall be submitted to Town staff for review and approval.

B. As-Built Plat Information

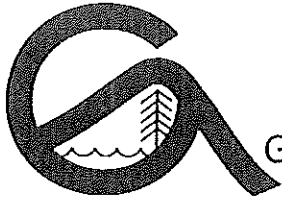
1. The first sheet(s) shall contain the same information as the approved development plat sheets with the title "As-Built Plats" at the top, with "Final Development Plat/Plan (prior reception number) Amendment" underneath.
2. These drawings shall graphically and dimensionally depict the exact locations of building footprints and the development buildings into volumetric spaces and relationship of these footprints and spaces with the boundaries of the site and other appurtenances (including, but not limited to, parking, dedicated easements of record, utility easements, service lines and mains). All areas on the site are to be identified as general common, limited common elements, the units themselves, or reserved areas.
  - a. The Planning Commission Certificate block may be omitted; the Trustee's block is to be retained.
3. The numerical designation of the individual parcels (volumetric of plane) which will be specifically referred to in deeds to the owners of the spaces or areas.
4. Anything else required by state law.

C. Approval Procedure

1. In the case of townhouse and condominium airspace units of any type, after the final development plat has been approved and prior to the transfer of property, the developer shall pay the As-Built processing fee and submit the original and three (3) copies of the as-built materials to Town staff. Town staff shall review these materials and check the development site within fifteen (15) days of reception. If Town staff is satisfied that the proper dedications have been made, that all owners and interest holders and the Registered Land Surveyors have properly certified their approvals, and that all of the requirements of these regulations are met, Town staff shall so certify to the Mayor for his signature on behalf of the Town. Town staff shall then have the as-built materials, along with appropriate documents, recorded with the Grand County Clerk and Recorder.
2. Should the Town staff determine that substantial differences exist between the approved and recorded development plat/plan and the as-built plat to warrant review by the Planning Commission, Town staff shall place the development in question on the agenda of the next Planning Commission meeting for discussion and review. The developer will be notified of the Planning Commission meeting and be asked to appear and discuss the concerns of Town staff. The results of these discussions may involve physical changes on the site or within buildings. In such cases, new as-built maps are to be drawn and resubmitted before final approval can be made.
  - a. As-built plats that have been discussed by the Commission may be referred to the Board of Trustees for their review, should circumstances dictate, before signature by the Mayor.
  - b. No approvals for final zoning inspections and sign-off will be given until after the review and final approval of as-built materials by Town staff, the Planning Commission and the Mayor of the Town.



R



TOWN OF  
GRAND LAKE

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TO: Mayor Burke and Town Trustees  
FROM: Gay Dzinski, Town Treasurer  
DATE: July 12, 2010  
RE: Engagement Letter with Bondi & Co. LLC

The Town's auditor, Bondi & Co., LLC, has submitted a letter of engagement outlining the terms and objectives as well as the nature and limitation of services to be provided in connection with the 2010 audit. The fee for the December 31, 2010 audit engagement is estimated to be about \$13,500 based on the understanding that I will be preparing the financial statements this year. If Bondi were to prepare the statements, the cost would be approximately \$15,750. Both estimates are based on the assumption that no unexpected circumstances will be encountered during the audit that would require significant additional time. Out-of-pocket expenses will be billed in addition to the fee.

At this time, I do not anticipate we will meet the federal threshold (\$300,000) that would trigger a Circular A-133 audit.

Staff recommends that the Board of Trustees authorize the Mayor to sign the Engagement Letter with Bondi & Co. LLC for the December 31, 2010 audit.



**BONDI & Co. LLC**

CERTIFIED PUBLIC ACCOUNTANTS  
MANAGEMENT CONSULTANTS

44 INVERNESS DRIVE EAST  
ENGLEWOOD, COLORADO 80112

[www.bondico.com](http://www.bondico.com)

(303) 799-6826 PHONE  
(800) 250-9083 TOLL-FREE

(303) 799-6926 FAX

June 22, 2010

Board of Trustees  
Town of Grand Lake  
c/o Mayor Judy Burke  
PO Box 570  
Grand Lake, Colorado 80447

Dear Members of the Board:

We are pleased to confirm our understanding of the services we are to provide the Town of Grand Lake for the year ended December 31. We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Town of Grand Lake as of and for the year ended December 31 that will be prepared by your staff. We will furnish our opinions as to the fairness of those financial statements for inclusion in your annual report.

**Audit Objective**

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the third paragraph when considered in relation to the basic financial statements taken as a whole.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and other procedures we consider necessary to enable us to express such opinions and to render the required reports. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form, or have not formed, opinions, we may decline to express opinions or to issue a report as a result of this engagement.

**Management Responsibilities**

Management is responsible for the financial statements of Town of Grand Lake. Accordingly, your staff must take ownership of those statements and the responsibility for their accuracy. We will advise you about appropriate accounting principles and their application, but the responsibility for the financial statements remains with you. We anticipate that your personnel will prepare your annual financial statements, including notes, year-end fund trial balances and supporting schedules, including reconciliations, in the format requested before our post-December

31 audit work can begin. We expect to receive this information one week prior to the commencement of our fieldwork financial statement examination. It is also our understanding that your staff will be available to assist by answering questions, analyzing accounts, preparing confirmations and obtaining needed documentation for transactions.

Management is responsible for establishing and maintaining effective internal controls. In fulfilling this responsibility, estimates and judgments by management are required to assess the expected benefits and related costs of the controls. The objectives of internal control are to provide management with reasonable, but not absolute, assurance that assets are safeguarded against loss from unauthorized use or disposition, and that transactions are executed in accordance with management's authorizations and recorded properly to permit the preparation of financial statements in accordance with generally accepted accounting principles. You are also responsible for all management decisions and functions and for designating an individual with suitable skill, knowledge, or experience to oversee your annual financial statement preparation that we will audit.

Management is responsible for making all annual financial statements, records and related information available to us electronically before we begin our examination. We understand that you will provide us with such information required for our audit and that you are responsible for the accuracy and completeness of that information. We expect to receive this information one week prior to the commencement of our preliminary financial statement examination. Management will have the Chief Financial Officer and other key people present during the course of our audit field work. Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the Town of Grand Lake and the respective changes in financial position and, where applicable, cash flows in conformity with U.S. generally accepted accounting principles.

The Town is to prepare all funds' trial balances and financial statements in GASB 34 format, confirmations and supporting schedules requested and will assemble said schedules to assist our staff before our audit is scheduled to start. If these trial balances are not prepared in GASB 34 format with all applicable GASB 34 conversion entries, we will be available to assist the Town with this conversion process at our hourly rates, outside of our normal fees.

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

In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws and regulations and for taking timely and appropriate steps to remedy any fraud, illegal acts, or violations of contracts or grant agreements that we may report. You will be asked to make representations regarding the financial statements upon which we rely. The Town of Grand Lake will be responsible for any legal fees incurred should any false representations be made during the course of our audit.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on websites, you understand that electronic sites are a means to distribute information, and therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Town of Grand Lake will provide us adequate space for multiple auditors to work and have high speed internet access available in our work space 100% of the time we will be in your office. We request that you will provide the balanced trial balance and annual financial statements with notes completed at least one week before we arrive on-site, preferably emailed to us before we arrive at your office. Any delay in getting us requested information, including financial statements, may result in additional costs.

#### **Audit Procedures - General**

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

Because an audit is designed to provide reasonable, but not absolute, assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not

have a direct and material effect on the financial statements. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility, as auditors, is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

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

#### **Audit Procedures — Internal Control**

In planning and performing our audit, we will consider the internal control sufficient to plan the audit in order to determine the nature, timing, and extent of our auditing procedures for the purpose of expressing our opinions on the Town of Grand Lake's financial.

We will obtain an understanding of the design of the relevant controls and whether they have been placed in operation, and we will assess control risk. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Tests of controls relative to the financial statements are required only if control risk is assessed below the maximum level. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control, and accordingly, no opinion will be expressed.

An audit is not designed to provide assurance on internal control or to identify all deficiencies. However, we will inform the governing body or audit committee of any matters involving internal control and its operation that we consider to be matters required to be reported under standards established by the American Institute of Certified Public Accountants. Significant deficiencies involve matters coming to our attention relating to a deficiency, or combination of deficiencies, in internal control that, in our judgment, is less severe than a material weakness, yet important enough to merit attention by those charged with governance. A material weakness is a deficiency, or combination of deficiencies, in internal control that, in our judgment, present a reasonable possibility that a material misstatement of the Town's financial statements will not be prevented, or detected and corrected, on a timely basis.

### **Audit Procedures — Compliance**

Identifying and ensuring the Town of Grand Lake complies with laws, regulations, contracts, and agreements is the responsibility of management. Our audit will be conducted in accordance with the standards referred to in the section titled Audit Objectives. As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Town of Grand Lake's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion.

### **Audit Administration, Fees, and Other**

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

The audit documentation for this engagement is the property of *BONDI & Co. LLC* and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the State of Colorado or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of *BONDI & Co. LLC* personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2009 peer review report accompanies this letter.

We will bill you at our standard hourly rates. Our fee for these services is listed below. These fees exclude out-of-pocket costs, (such as report reproduction, word processing, postage, travel, lodging, meals, copies, telephone charges, etc.), which will be billed in addition to our fees. We estimate our fee for the December 31, audit engagement will be \$13,500 if the Town

prepares the financial statements and \$15,750 if **BONDI & Co** prepares the financial statements.

Our 2010 standard hourly rate schedule is attached, subject to modification each January 1. Invoices will be rendered as the work progresses and are payable upon presentation. Any invoice unpaid after 30 days is subject to a 1½ percent service charge per month.

The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We will keep copies of all records relating to your audit in our offices for five<sup>YEARS</sup>. After that date, we will destroy our copies. After destruction, no claims may be made against us, the resolution of which would have been materially aided by the documents in question.

The Town of Grand Lake and **BONDI & Co. LLC** further agree that any dispute over fees charged will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration fees shall be binding and final. In agreeing to arbitration, we both acknowledge that, in the event of a dispute over fees, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury, and instead, we are accepting the use of arbitration for resolution.

The Town of Grand Lake also agrees that, in order to prevent disruptive practices which may harm the business of **BONDI & Co. LLC** during the course of our services under this agreement, and for a period of one year thereafter, no person acting on behalf of the Town of Grand Lake, any of its affiliates, employees or representatives, will solicit or attempt to hire or hire any employee or consultant working for our firm. The Town of Grand Lake and **BONDI & Co. LLC** agree that any breach of this provision would cause damages to our firm that would be difficult and impracticable to ascertain, and the amount of \$20,000 or 25% of the person's first year compensation (whichever is higher) shall constitute a fair and reasonable estimate of those damages. The Town of Grand Lake waives any right to claim that such amount is not fair and reasonable and agrees to pay all attorney's fees and costs incurred by **BONDI & Co. LLC** in enforcing this provision. **BONDI & Co. LLC** agrees that the recovery of such amount shall constitute its sole right, remedy and recourse against the Town of Grand Lake or its affiliates, employees and representatives for the violation of the prohibitions contained in this paragraph.

We may use a third-party service provider and internet based software to assist in mailing newsletters to you. If so, the third-party service and software provider is obligated to maintain and protect the confidentiality of all information, and has procedures in place to prevent the unauthorized release of confidential information to others. Your privacy is important to us.

Our files are subject to peer review by outside regulators and by our own professional association, the American Institute of Certified Public Accountants. These peer reviews are conducted to ensure we are using the applicable standards in performing our work for you. By approving us as your accountants, you are granting us permission to have your files available for our peer review.

This agreement will serve as a basis of understanding between our firm and the Town of Grand Lake from this point forth until either party notifies the other of any change in writing.

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

Sincerely,

  
BONDI & Co. LLC

APPROVED:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BONDI & Co. LLC Privacy Policy**

CPAs, like all providers of personal financial services, are now required by law to inform their clients of their policies regarding privacy of client information. CPAs have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by law. Therefore, we have always protected your right to privacy.

**Types of Nonpublic Personal Information We Collect**

We collect nonpublic personal information about you that is provided to us by you or obtained by us from third parties with your authorization.

**Parties to Whom We Disclose Information**

For current and former clients, we do not disclose any nonpublic personal information obtained in the course of our practice except as required or permitted by law. Permitted disclosures include, for instance, providing information to our employees, and in limited situations, to unrelated third parties who need to know that information to assist us in providing services to you. In all such situations, we stress the confidential nature of information being shared.

**Protecting the Confidentiality and Security of Current and Former Clients' Information**

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

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Please call if you have any questions, because your privacy, our professional ethics, and the ability to provide you with quality financial services are very important to us.

***BONDI & Co. LLC***

CERTIFIED PUBLIC ACCOUNTANTS  
MANAGEMENT CONSULTANTS

**2010 RATE SCHEDULE**

Partners	\$ 230 - \$ 350 per hour
Supervisors	\$ 125 - \$ 200 per hour
Consultants	\$ 125 - \$ 190 per hour
Staff	\$ 80 - \$ 125 per hour



HEINFELD, MEECH & CO., P.C.  
CERTIFIED PUBLIC ACCOUNTANTS

10120 N. Oracle Road  
Tucson, Arizona 85704  
Tel (520) 742-2611  
Fax (520) 742-2718

## SYSTEM REVIEW REPORT

August 19, 2009

To the Partners of Bondi & Co. LLC  
and the Peer Review Board of the CSCPA Peer Review Program

We have reviewed the system of quality control for the accounting and auditing practice of Bondi & Co. LLC (the firm) in effect for the year ended March 31, 2009. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of Bondi & Co. LLC in effect for the year ended March 31, 2009, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Bondi & Co. LLC has received a peer review rating of *pass*.

*Heinfeld, Meech & Co., P.C.*


HEINFELD, MEECH & CO., P.C.  
Certified Public Accountants



TOWN OF  
GRAND LAKE

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July 8, 2010

To: Mayor Burke and Town Trustees  
From: Shane Hale, Town Manager 

RE: Consideration of Ordinance x-2010, Prohibiting Certain Uses Related to Medical Marijuana

The Board was updated at its first meeting in June that the State legislature adopted two bills to address medical marijuana, summarized as follows:

The first bill adopted is HB 10-109, regulating patients to undergo a physical examination by a M.D. or D.O. to receive a recommendation (not a prescription) for medical marijuana. HB 109 goes further to separate the relationship between the doctor and the marijuana center, prohibiting any compensation going from the dispensary to the doctor.

The second and much more significant bill was HB 10-1284, concerning the regulation of medical marijuana. This bill managed to work through the constitutional protections for medical marijuana while preserving the local land use authority in a few ways. First, if someone has five or fewer patients that they provide for, they are considered a primary caregiver as outlined in the constitution, and will not be regulated in any way.

If an operation would like to provide marijuana to six or more patients, then they will be considered a medical marijuana center (the term dispensary goes away). MMC's can and will be regulated as follows:

1. Most importantly, any local jurisdiction will have the authority to allow or prohibit these centers, and this option can either be exercised by the Board through an Ordinance, or by the voters (more on this in a bit).
2. If the Town does allow this use, we can license these much as we currently do for liquor license establishments. Regardless, there is broad latitude for regulation, including increased distances from schools for example, or even an added local distance requirement from say a race cart track. Local fees can be added to cover the costs of processing the application; the hours of operation can be restricted, etc.
3. This bill places a de facto moratorium on operations not already in place by July 1, 2010 until July 1, 2011. Any dispensary currently in operation will be required to file for a state license and pay the license fee no later than August 1, 2010, and all MMCs must certify that they grow at least 70% of their product no later than September 1, 2010.

As Staff explained in June, the Board now has the authority to outright ban MMC's in Town, to allow the use with or without regulation, etc, or to refer this decision to the voters. After a good discussion at that meeting, the Board directed Staff to bring back a draft Ordinance that will outright

prohibit this use in Town; that is attached for your consideration. For your information, it looks as though Grand County, Granby and Fraser will refer this question to the voters, while Winter Park and Kremmling's current bans may be kept in place without any additional consideration to the voters.

If the Board continues to prefer this direction, then Staff recommends that we set this matter for a Public Hearing on August 9, 2010.

**TOWN OF GRAND LAKE  
ORDINANCE NO. \_\_\_\_-2010**

**AN ORDINANCE AMENDING CHAPTER 7 OF THE GRAND LAKE  
TOWN CODE BY THE ADDITION OF A NEW ARTICLE 5,  
PROHIBITING CERTAIN USES RELATING TO MEDICAL MARIJUANA**

**WHEREAS**, the Colorado Legislature adopted legislation which in pertinent part added a new Article 43.3 to Title 12 of the Colorado Revised Statutes, to be known as the Colorado Medical Marijuana Code; and

**WHEREAS**, the Colorado Medical Marijuana Code clarifies Colorado law regarding the scope and extent of Amendment 20 to the Colorado Constitution, Article XVIII, § 14, and at the same time authorizes a regulatory scheme for the retail sale, distribution, cultivation and dispensing of medical marijuana through facilities referred to as “Medical Marijuana Centers,” and further authorizes licensing mechanisms for “Optional Premises Cultivation Operations” and “Medical Marijuana-Infused Products Manufacturers”; and

**WHEREAS**, C.R.S. § 12-43.3-106 specifically authorizes the governing body of a municipality to “vote to prohibit the operation of medical marijuana centers, optional premises cultivation operations, and medical marijuana-infused products manufacturers”; and

**WHEREAS**, C.R.S. § 12-43.3-310 specifically authorizes a municipality “to prohibit the operation of medical marijuana centers, optional premises cultivation operations, and medical marijuana-infused products manufacturers . . . based on local government zoning, health, safety, and public welfare laws for the distribution of medical marijuana that are more restrictive than this article”; and

**WHEREAS**, C.R.S. § 12-43.3-308(1)( c) provides that the state and local licensing authorities shall not receive or act upon a new application pursuant to the Colorado Medical Marijuana Code “for a location in an area where the cultivation, manufacture, and sale of medical marijuana as contemplated is not permitted under the applicable zoning laws of the municipality, city and county, or county”; and

**WHEREAS**, the Board of Trustees has carefully considered Article XVIII, § 14 of the Colorado Constitution, the Colorado Medical Marijuana Code, and the secondary effects of medical marijuana centers, optional premises cultivation operations, and medical marijuana infused products manufacturing on the health, safety and welfare of the Town of Grand Lake and its inhabitants; and

**WHEREAS**, the Board of Trustees further recognizes the protections afforded by Article XVIII, Section 14 of the Colorado Constitution, and desires to affirm the ability of patients and primary caregivers to otherwise be afforded the protections of Article XVIII, Section 14 of the Colorado Constitution and C.R.S. § 25-1.5-106, as the same may be amended from time to time.

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

1. The Code of the Town of Grand Lake, Colorado, is hereby amended by adding to Chapter 7, the following Article 5 , Medical Marijuana.

**Section 5: Medical marijuana.**

7-5-1 Authority and Applicability.

1. Authority

The Town's authority to adopt this Section is found in: The Colorado Medical Marijuana Code, C.R.S. § 12-43.3-101, *et seq.*; the Local Government Land Use Control Enabling Act, C.R.S. 29-20-101, *et seq.*; C.R.S. 31-23-101, *et seq.* (municipal zoning powers); C.R.S. §§ 31-15-103, 31-15-401. (municipal police powers); C.R.S. § 31-15-501 (municipal authority to regulate businesses); and Chapter 12-2 of the Grand Lake Town Code.

2. Applicability.

This Article shall apply to all property within the Town.

7-5-2 Uses prohibited.

It is unlawful for any person to operate, cause to be operated or permit to be operated a medical marijuana center, an optional premises cultivation operation, or a medical marijuana-infused products manufacturing facility in the Town.

7-5-3 Definitions. For purposes of this Section, the following terms shall have the following meanings:

1. *Medical marijuana* means marijuana that is grown and sold for a purpose authorized by Article XVIII. § 14 of the Colorado Constitution.
2. *Medical marijuana center* means a person licensed to operate a business as described in the Colorado Medical Marijuana Code that sells medical marijuana and medical marijuana-infused products, and which a municipality is authorized to prohibit as a matter of law.
3. *Medical marijuana-infused products manufacturer* means a person licensed pursuant to the Colorado Medical Marijuana Code to operate a business manufacturing medical marijuana-infused products, and which a municipality is authorized to prohibit as a matter of law.

4. *Optional premises cultivation operation* means a person licensed pursuant to the Colorado Medical Marijuana Code to grow and cultivate marijuana for a purpose authorized by Article XVIII, § 14 of the Colorado Constitution, and which a municipality is authorized to prohibit as matter of law.
5. *Patient* has the meaning set forth in Article XVIII, § 14(1)( c) of the Colorado Constitution.
6. *Primary caregiver* has the meaning set forth in Article XVIII, § 14(1)(f) of the Colorado Constitution.

7-5-4 Patients and Primary Caregivers.

Nothing in this Article 5 shall be construed to prohibit, regulate or otherwise impair the use of medical marijuana by patients as defined by the Colorado Constitution, or the provision of medical marijuana by a primary caregiver to a patient in accordance with the Colorado Constitution, and consistent with C.R.S. § 25-1.5-106, and rules promulgated thereunder, as the same statute and rules may be amended from time to time.

7-5-5 Penalty.

A violation of the provisions o this Article shall be punishable as follows:

- (1) By a fine of not more than Three Hundred Dollars (\$300.00), or imprisonment in the county jail for not more than one (1) year, or both such fine and imprisonment;
  - (2) Each and every day a violation of the provisions of this Article is committed, exists or continues shall be deemed a separate offense;
  - (3) The Town is specifically authorized to seek an injunction, abatement, restitution or any other remedy necessary to prevent, enjoin, abate, or remove the violation; and
  - (4) Any remedies provided for herein shall be cumulative and not exclusive, and shall be in addition to any other remedies provided by law or in equity.
2. Repeal - Existing ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed, except that this repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed prior to the taking effect of this ordinance.
  3. Validity - If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town of Grand Lake hereby declares that it would have passed this ordinance, and each

section, subsection, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

**INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE AND SIGNED THIS \_\_\_\_\_ DAY OF JULY, 2010.**

Votes Approving: \_\_\_\_\_  
Votes Opposing: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstaining \_\_\_\_\_

**ATTEST:**

**TOWN OF GRAND LAKE**

\_\_\_\_\_  
Ronda Kolinske, CMC  
Town Clerk

By: \_\_\_\_\_  
Judy M. Burke  
Mayor

## ACCOUNTS PAYABLE MOTION MAKER SCRIPT

1. Move to examine Accounts Payable and Prepaid for all Funds for the Town of Grand Lake (and second) - Vote

Any additions or deletions?

2. Move to approve Accounts Payable and Prepaid for all Funds for the Town of Grand Lake (and second) - Vote

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
10	Alpine West Business Products	07012010	Marina Office Supplies	07/01/2010	1,964.21		
Total 10					1,964.21	.00	
561	Andrews Radio Service	4156	Radio & Batteries	07/01/2010	90.00		
Total 561					90.00	.00	
611	BR Auto Glass	27681-27682	Vehicle Repair - Windshields	07/01/2010	398.00		
Total 611					398.00	.00	
335	Caselle Inc.	34965	Admin Software Support	06/01/2010	1,140.00		
Total 335					1,140.00	.00	
583	CDW Government	SZL8945	System Replacement Software	06/17/2010	2,360.00		
Total 583					2,360.00	.00	
52	CIT Technology Fin Serv Inc	16986194	Savin 8030 '09 Property Tax	06/04/2010	21.90		
		17166931	Copier Lease	06/30/2010	140.00		
Total 52					161.90	.00	
55	Colorado Municipal Clerks Assn	07012010	Workshops: Kolinske/Dzinski	07/01/2010	100.00		
Total 55					100.00	.00	
233	Coonrod, Pam	06222010	Pavillion curtain repair	06/22/2010	25.00		
Total 233					25.00	.00	
70	Credit Union of Colorado	596250: 6/10	Soda for resale	06/19/2010	257.96		
Total 70					257.96	.00	
91	EnviroTech Services, Inc.	11136: 6/10	Road Maint-Dust Control	06/30/2010	17,687.62		
Total 91					17,687.62	.00	
110	Gempler's, Inc.	1015731761	Small Tools	07/01/2010	146.70		
Total 110					146.70	.00	
127	Grainger	9272848764	Distribution	06/10/2010	40.72		
		9277496999	Distribution	06/16/2010	84.20		
		9278063624	Plant Repair	06/16/2010	1.88		
		9284565778	Plant Repair	06/24/2010	71.04		
		9288761555	Irrigation	06/30/2010	29.76		
Total 127					227.60	.00	
108	Grand County	06152010	Monitoring Program contribution	06/15/2010	1,333.33		
Total 108					1,333.33	.00	
612	Grand County Planning/Zoning	06222010	Grass Seed	06/22/2010	30.00		

60

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 612					30.00	.00	
132	Grand County Sheriff's Office	2626	Sheriff's Contract: June 2010	06/11/2010	26,599.17		
Total 132					26,599.17	.00	
49	Grand Lake Chamber of Commerce	07012010	95% BLC 1/10 - 7/2/10	07/01/2010	7,130.08		
Total 49					7,130.08	.00	
118	Grand Lake Hardware	1001: 6/10	Town Hall Supplies	07/01/2010	252.88		
Total 118					252.88	.00	
121	Grand Lake Plumbing Co.	24635	Thomasson Park Signs	07/01/2010	27.84		
Total 121					27.84	.00	
159	Headwaters Trails Alliance	06302010	2010 Contribution	06/30/2010	3,063.00		
Total 159					3,063.00	.00	
411	Heart of the Mountains Hospice	07012010	Contribution	07/01/2010	2,500.00		
Total 411					2,500.00	.00	
506	Hester's Log & Lumber	06302010	Road Maintenance-Signs	06/30/2010	268.80		
Total 506					268.80	.00	
151	Highland Lumber Company	2433: 6/10	Uniform - McGinn	06/28/2010	39.21		
Total 151					39.21	.00	
153	Hilly Lawn	201002	Plantings - Baskets	06/30/2010	5,737.66		
Total 153					5,737.66	.00	
160	IBS of Northwestern Colorado	11126182	Marina batteries	06/24/2010	137.90		
Total 160					137.90	.00	
165	J & S Contractors Supply Co.	0017328-IN	Road Signs	06/24/2010	77.18		
Total 165					77.18	.00	
614	Java Lava Cafe	07012010	CMCA Workshop Lunch	07/01/2010	24.00		
Total 614					24.00	.00	
613	Jensen Recreation	4625	ADA Dock Plates	06/30/2010	355.00		
Total 613					355.00	.00	
174	KBL Services	15986	Building Repair - Pitkin Library	06/09/2010	458.08		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 174					458.08	.00	
178	Kopy Kat Graphics & Printing	7098	Parking notices	07/06/2010	29.00		
Total 178					29.00	.00	
280	Krob, Scotty P.	06222010	Admin Legal	06/22/2010	3,202.27		
Total 280					3,202.27	.00	
615	Lorens, L. Tracee	07012010	2009 reservation fee refund	07/06/2010	50.00		
Total 615					50.00	.00	
605	McDowell Engineering LLC	07012010	Visitors Center	07/01/2010	13,450.00		
Total 605					13,450.00	.00	
616	Midwest Sign & Screen Printing	4521418	Marquee Letters	06/15/2010	20.08		
Total 616					20.08	.00	
555	Mobile Computer Solutions LLC	715028	Computer Maintenance	07/06/2010	585.00		
Total 555					585.00	.00	
220	Mountain Food Market	06302010	BOT Training/Travel	06/30/2010	49.82		
Total 220					49.82	.00	
216	Mountain Parks Electric, Inc.	3159600:6/10	Admin Utilities	06/30/2010	4,748.69		
Total 216					4,748.69	.00	
223	NAPA Auto Parts	2450: 6/10	Equipment Repair	06/30/2010	257.63		
Total 223					257.63	.00	
226	Never Summer Mountain Products	140888	Uniform - Humble	06/30/2010	53.95		
Total 226					53.95	.00	
617	Neway Packaging Corp.	384770	Sand Bags	06/09/2010	667.00		
Total 617					667.00	.00	
248	Parts & Equipment Inc.	3589: 6/10	Vehicle Repair	06/25/2010	266.70		
Total 248					266.70	.00	
234	Peak Performance Copier & Suppl	32837	Copier Maintenance	06/15/2010	38.59		
Total 234					38.59	.00	
235	Pet Pick-ups	32783	Parks Supplies	06/02/2010	651.16		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 235					651.16	.00	
246	Purchase Power	32-3635: 6/10	Postage	07/01/2010	518.99		
Total 246					518.99	.00	
249	Quilf Corporation	6407508	Office Supplies	06/30/2010	49.95		
Total 249					49.95	.00	
438	Qwest - LD	1115148579	Long Distance Service	06/15/2010	40.61		
Total 438					40.61	.00	
254	Randy Lewis-Janitorial	07012010	Janitorial	07/01/2010	280.00		
Total 254					280.00	.00	
570	Reclamation Ridge	2010-06-30	Road Maintenance-Sand	07/07/2010	263.38		
Total 570					263.38	.00	
283	Sky Hi Daily News	95579063010	Planning Legal Notices	06/30/2010	65.78		
Total 283					65.78	.00	
430	Staples	959204: 6/10	Admin Office Supplies	06/15/2010	82.68		
Total 430					82.68	.00	
2	Three Lakes Water & Sanitation	3D QTR 2010	Admin Sewer	07/01/2010	355.50		
Total 2					355.50	.00	
595	Three Lakes Water & San-Test	200501018	Water Testing	07/01/2010	72.00		
Total 595					72.00	.00	
295	TJ Information Systems	07062010	Property Records Update	07/06/2010	125.00		
Total 295					125.00	.00	
307	USA Blue Book	176626 183219	Distribution Distribution	06/22/2010 07/01/2010	415.28 36.35		
Total 307					451.63	.00	
312	Verizon Wireless	0880691590	Admin Cell Phone	06/28/2010	126.59		
Total 312					126.59	.00	
606	Western States Reclamation Inc	13880-02	Visitors Center Improvement	06/21/2010	98,216.06		
Total 606					98,216.06	.00	
329	XCEL Energy	MULTI: 6/10	Admin Natural Gas	06/28/2010	321.86		

Vendor	Vendor Name	Invoice No	Description	Inv Date	Net Inv Amt	Amount Paid	Date PD
Total 329					321.86	.00	

Total Paid: -  
Total Unpaid: 197,633.04  
Grand Total: 197,633.04

TOWN OF GRAND LAKE COMBINED ACCOUNTS PAYABLE AND  
ACCOUNTS PAYABLE - ALREADY PAID (ATTACHMENT A): JUNE 2010

MAYOR: \_\_\_\_\_  
JUDY M. BURKE

ATTEST: \_\_\_\_\_  
RONDA KOLINSKE, TOWN CLERK

# ATTACHMENT A

## ACCOUNTS PAYABLE - ALREADY PAID

JUNE 2010

### ALREADY PAID

Never Summer Mountain Products	Longevity	\$353.55
Colorado State Treasurer	Unemployment Tax	\$304.34
Parris, Rachel	Intern Stipend	\$300.00

**TOTAL ALREADY PAID \$957.89**

### PAYROLL ALREADY PAID

Dzinski, Gay	Salary/Misc	\$2,133.42
Hale, Shane	Salary/Misc	\$4,301.00
Hassoldt, Gerald	Salary/Misc	\$4,451.00
Humble, Terry	Salary/Misc	\$2,532.26
Johnson, David	Salary/Misc	\$2,932.50
Kolinske, Ronda	Salary/Misc	\$2,209.11
Korkowski, Daniel	Salary/Misc	\$1,666.86
Lewis, Randy	Salary/Misc	\$2,190.92
Lund, Martha	Salary/Misc	\$1,623.04
McGinn, Bernard	Salary/Misc	\$3,152.84
Powell, Thomas	Salary/Misc	\$2,587.66
Wittman, Abbi Jo	Salary/Misc	\$2,923.40
Erickson, John C.	Salary/Misc	\$1,229.36
Gillen, Skyler	Salary/Misc	\$1,480.59
Neal, Steve	Salary/Misc	\$1,175.00
Perez, Rodolfo	Salary/Misc	\$299.23
Simpson, Kyle	Salary/Misc	\$683.19
Warner, Colten	Salary/Misc	\$1,452.24
Willing, Linda	Salary/Misc	\$210.55
EFTPS	FICA/Federal Withholding	\$10,585.71
ICMA Retirement Trust	Retirement/Loan Repayment	\$8,664.21
Colorado Department of Revenue	State Withholding	\$1,650.00
Rocky Mountain Health Plans	Health Insurance	\$9,477.70
US Life Insurance	Life/AD&D Insurance	\$164.48
Ascent Benefits Company	Dental	\$677.14
David H. Werking & Associates	Vision Insurance	\$169.78

**TOTAL PAYROLL ALREADY PAID \$70,623.19**