



# Town of Grand Lake

## Planning Department

• P.O. Box 99 • 1026 Park Avenue • Grand Lake, CO 80447  
• Phone: 970-627-3435 • Fax: 970-627-9290  
• Email: [glplanning@townofgrandlake.com](mailto:glplanning@townofgrandlake.com) • Website: [townofgrandlake.com](http://townofgrandlake.com)

## LAND USE REVIEW APPLICATION FORM

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

### PROPERTY

- Street Address (or general location if not addressed): 1128 PARK AVE., GRAND LAKE, CO 80447
- Legal Description: Lot 1 - 4 Block 3 Subdivision GRAND LAKE
- Lot Area (in square feet or acres): 0.460 ACRES
- Existing Use of Property: 9000 - TAX EXEMPT

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

### PROPOSAL

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

THE APPLICANT IS SEEKING A CONDITIONAL USE PERMIT TO CONSTRUCT RESIDENTIAL UNITS WITH A LIVE/WORK OR COMMERCIAL COMPONENT ON A SITE LOCATED IN A PUBLIC-ZONED

DISTRICT. THE APPLICANT IS A NON-PROFIT ORGANIZATION WHICH QUALIFIES THEM FOR A C.U.P. PER TOWN MUNICIPAL CODE [12-2-24 (C)-2]. THE PROPOSED DESIGN INCLUDES ONE

2-STORY BUILDING WITH (18) LIVING UNITS, (3) COMMERCIAL STUDIO UNITS, AND A COMMON/FLEXIBLE SPACE WITH STORAGE AREA AND OFFICE. THE TOTAL BUILDING AREA IS 25,247 SF;

FURTHER INFO REGARDING BUILDING SIZE CAN BE FOUND ON INCLUDED A3.01 & A3.02 SHEETS. SEE INCLUDED NARRATIVE RESPONSE FOR ADDITIONAL INFORMATION.

- Name of Development: GRAND LAKE SPACE TO CREATE
- Name of Applicant: ARTSPACE Email: info@artspace.org
- Address: 250 THIRD AVENUE NORTH, SUITE 400 Phone: 612.333.9012
- City: MINNEAPOLIS State: MN Zip: 55401 Fax: \_\_\_\_\_
- Contact Person (if not applicant): ANDREW MICHAELSON Email: andrew.michaelson@artspace.org
- Address: 250 THIRD AVENUE NORTH, SUITE 400 Phone: 612.306.1145
- City: MINNEAPOLIS State: MN Zip: 55401 Fax: \_\_\_\_\_

### STAFF USE ONLY

Application Received By: \_\_\_\_\_ Date / Time: \_\_\_\_\_

File Name: \_\_\_\_\_

Fee Paid: \_\_\_\_\_ Amount: \_\_\_\_\_ Reimbursement Form Signed: \_\_\_\_\_

## TOWN OF GRAND LAKE

### AGREEMENT FOR FEE OR DEPOSIT PAYMENT ASSOCIATED WITH LAND USE REVIEW AND PROFESSIONAL SERVICES

**THIS AGREEMENT** (“the Agreement”) is entered into this 3 day of March, 20 ~~22~~ by and between the Town of Grand Lake, Colorado, a Colorado municipal corporation, (“the Town”) and ArtSpace, (“the Applicant”).

#### RECITALS

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

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

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

**WHEREAS**, in accordance with Ordinance No. 06(B)-2018, a fee and deposit schedule was approved by the Board of Trustees establishing fee and deposit amounts for specific land use application procedures from which the Applicant is required to either pay a fee or submit a deposit to cover costs including but not limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents incurred by the Town, as well as any potential engineering fees, surveyor fees, geologist fees, hydrologist fees, landscape architect fees, attorney fees, consultant fees, and fees for administrative time of Town staff, security, permits and easements; and,

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

Section 1: **Deposit Cost.** In accordance with section 12-6-6(B) of the Town of Grand Lake Municipal Code, the Applicant is required to pay a deposit to cover the cost of professional engineering fees, administrative costs, attorney fees, expert consultation fees, and inspection fees in its review of Applicant's land use change ("Project"). The Board of Trustees has determined that the deposit for the legal and administrative undertakings, as well as professional services incurred by the Town shall be \$ 250, which amount must be paid in full in cash or certified check to the Town concurrent with the completion of this agreement.

Section 2: **Accounting of Deposit.** The Town will keep track of the professional costs incurred by the Town in the review of Applicant’s Project. Monthly

statements of professional service expenses incurred by The Town will be made available to the Applicant. Should the costs exceed the amount of the deposit, The Town shall promptly notify the Applicant who shall within ten (10) days of the date of the notification, submit in full additional funds in the amount determined by the Town.

**Section 3: Completion of Review.** Upon completion of its review and determination of the costs of all professional services, The Town shall provide a final invoice to the Applicant. The Town shall either refund the Applicant any amount of the deposit that was not expended by the Town, or request the Applicant reimburse the Town for the additional expenses and fees noted in the invoice.

**Section 4: Payment of Invoice Required.** Applicant shall pay all invoices submitted by the Town within ten (10) days of the Town's delivery of such invoice. Failure by the Applicant to pay any invoice within the specified time shall result in immediate suspension of the issuance or granting of any building permits, certificates of occupancy or other Town approvals. Additionally, the Town may exercise such rights and remedies as are otherwise available to it in law or equity or under the applicable provisions of the Town Code.

**Section 5: Application Early Termination.** Except where the law or an agreement with the Town provides otherwise, the Applicant may terminate its application at any time by giving written notice to the Town. The Town shall take all reasonable steps necessary to terminate the accrual of costs to the Applicant and promptly refund any remaining deposit balance. The Applicant shall be liable for all costs incurred by the Town in terminating the processing of the application.

**Section 6: Collection of Costs and Remedies.** If the Applicant fails to pay the Town the cost of any professional service within the specified time periods set forth herein, the Town may take those steps necessary and authorized by law to collect the fees and costs due, in addition to exercising those remedies set forth in Section 4, above. The Town shall be entitled to all costs incurred, including attorney's fees in collection of the balance due, including interest on the amount due from its due date at the rate of 18% per annum.

**Section 7: Payment of Cost Independent.** Applicant's obligation to pay costs and expenses provided for in this Agreement shall exist and continue independent of whether the Owner's application, or any part thereof, is approved, approved with conditions, denied, withdrawn, or terminated by the Town or the Owner prior to a final decision in the process.

#### **Section 8: Miscellaneous**

**Section 7.1 Colorado Law:** This Agreement is to be governed by the laws of the

State of Colorado. Venue for any litigation shall be in the District Court, County of Grand, State of Colorado.

Section 7.2 Amendments: This Agreement may only be amended, supplemented or modified in a written document executed by both parties.

Section 7.3 Counterparts. This Agreement may be executed in two or more counterparts, using manual or facsimile signature, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 7.4. Severability: If any term, covenant, or condition of this Agreement is deemed by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be binding upon the parties.


Section 7.5. Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all other prior and contemporaneous agreements, representations, and understandings of the parties regarding the subject matter of this Agreement. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the parties. No representations or warranties whatever are made by any party to this Agreement except as specifically set forth in this Agreement or in any instrument delivered pursuant to this Agreement.

Section 7.6. Default/Attorney's Fees: In the event of default of any of the provisions herein, the defaulting party shall be liable to the non-defaulting party for all reasonable attorney fees, legal expenses and costs incurred as a result of the default.

Section 7.7. No Waiver: Delays in enforcement or the waiver of any defaults of this Agreement by either party shall not constitute a waiver of any of the other terms or obligations of this Agreement.


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

TOWN OF GRAND LAKE

By:   
Name: Kimberly White  
Title: Town Planner

ATTEST:

By: \_\_\_\_\_  
Name: Jennifer Thompson  
Title: Town Clerk

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



Munn Architecture, LLC  
315 East Agate Ave.  
Granby, CO 80446  
(970) 887-9366

## **Conditional Use Narrative**

### **Project: Grand Lake Space to Create**

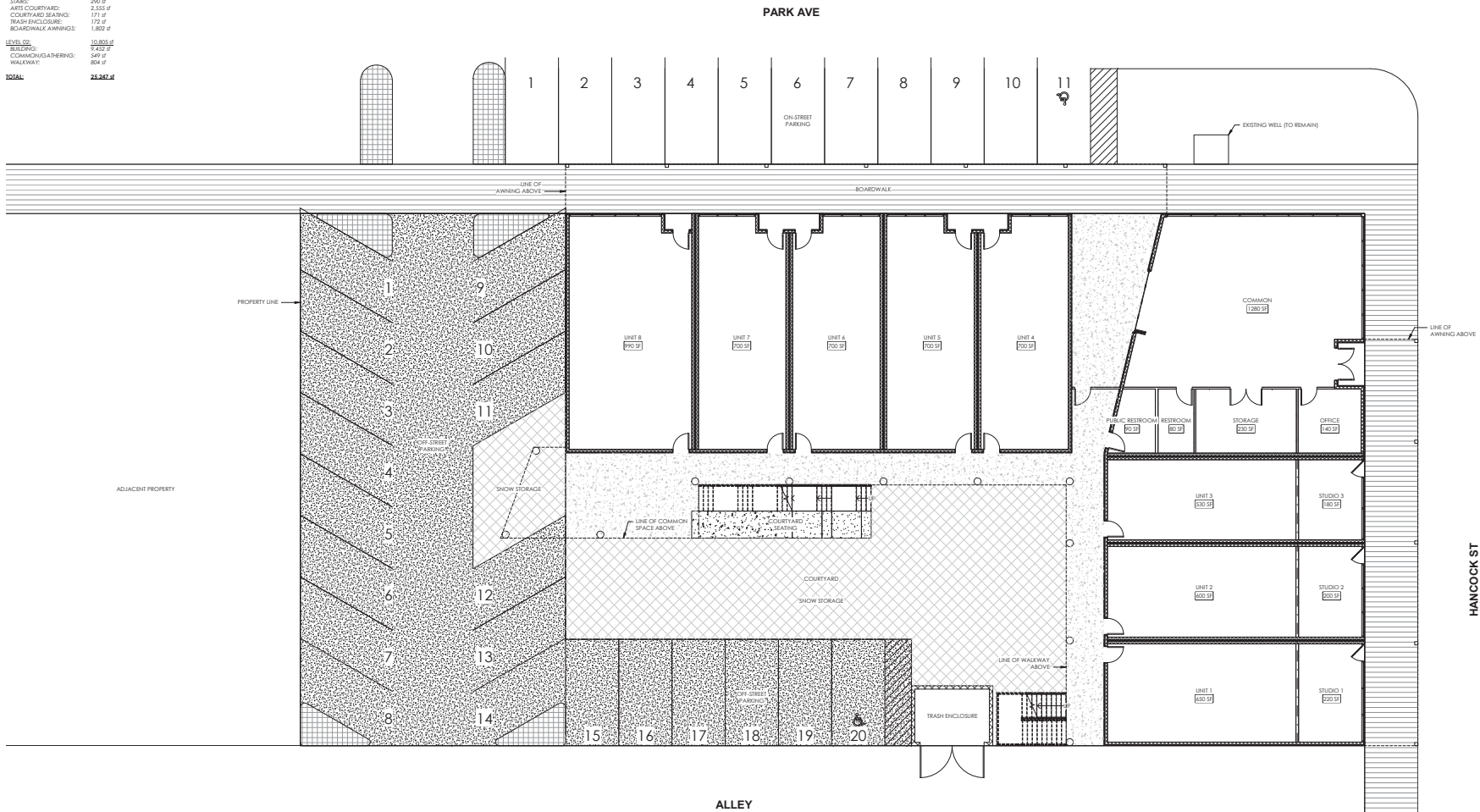
The project will create 18 new units of affordable workforce housing along with resident amenities, flexible community space, and creative studio/retail spaces. The project will address immediate housing density needs identified in the current Town of Grand Lake Comprehensive Plan. The proposed site is located at the transition point from Grand Avenue commercial activity to the south and lower density single family homes to the north. This project will complement both uses by providing ties to the commercial activity along Hancock Street with street-level studio bays leading to a corner community amenity which will include storefront style entry directly to Hancock and Park Avenue. Turning the corner along Park the building face and uses will be entirely residential, creating a natural transition to the single-family homes and quieter surface parking lots to the west. All residential units will have separate entries at the inside or non-street face of the building with a direct path to parking as well as adjoining sidewalks. Parking will be included on-site at a surface lot on the western portion of site, which will tie to the existing alleyway. Daily activity will include comings and goings of residents as well as typical retail business hours in the studio bays. An open-air courtyard will provide access to green space as well as gathering opportunities for residents and community users.

ALL DRAWINGS AND WRITTEN DOCUMENTS HEREIN CONSTITUTE THE ORIGINAL INTELLECTUAL PROPERTY OF THE ARCHITECT AND MAY NOT BE REUSED, REPRODUCED OR DISCLOSED WITHOUT THE EXPRESSED WRITTEN CONSENT OF MUNN ARCHITECTURE, LLC.

3/17/2023 12:56:37 PM  
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**TOTAL GROSS  
SQUARE FOOTAGE:**

LEVEL 01:	14,442 sf
BUILDING:	9,433 sf
STAIRS:	295 sf
ARTS COURTYARD:	2,555 sf
COURTYARD SEATING:	171 sf
TRASH ENCLOSURE:	172 sf
BOARDWALK/AWNINGS:	1,802 sf
LEVEL 02:	10,805 sf
BUILDING:	9,433 sf
COMMON/GATHERING:	549 sf
WALKWAY:	804 sf
TOTAL:	25,247 sf



OVERALL FLOOR PLAN - LEVEL 01  
SCALE: 1/8" = 1'-0"  
BACK REF:

PLAN LEGEND:			
	NEW PROPOSED CONCRETE		NEW PROPOSED ASPHALT
	SNOW STORAGE		BOARDWALK



ARCHITECT :

Munn Architecture, LLC  
315 EAST AGATE AVENUE  
P.O. BOX 21  
GRAND LAK, CO 80446  
970.487.4344  
WWW.MUNNARCH.COM

STAMP :

NOT FOR CONSTRUCTION  
FOR REFERENCE ONLY

SPACE TO CREATE  
ARTSPACE  
1128 PARK AVE., GRAND LAKE, CO 80447  
PROJECT #: 2025

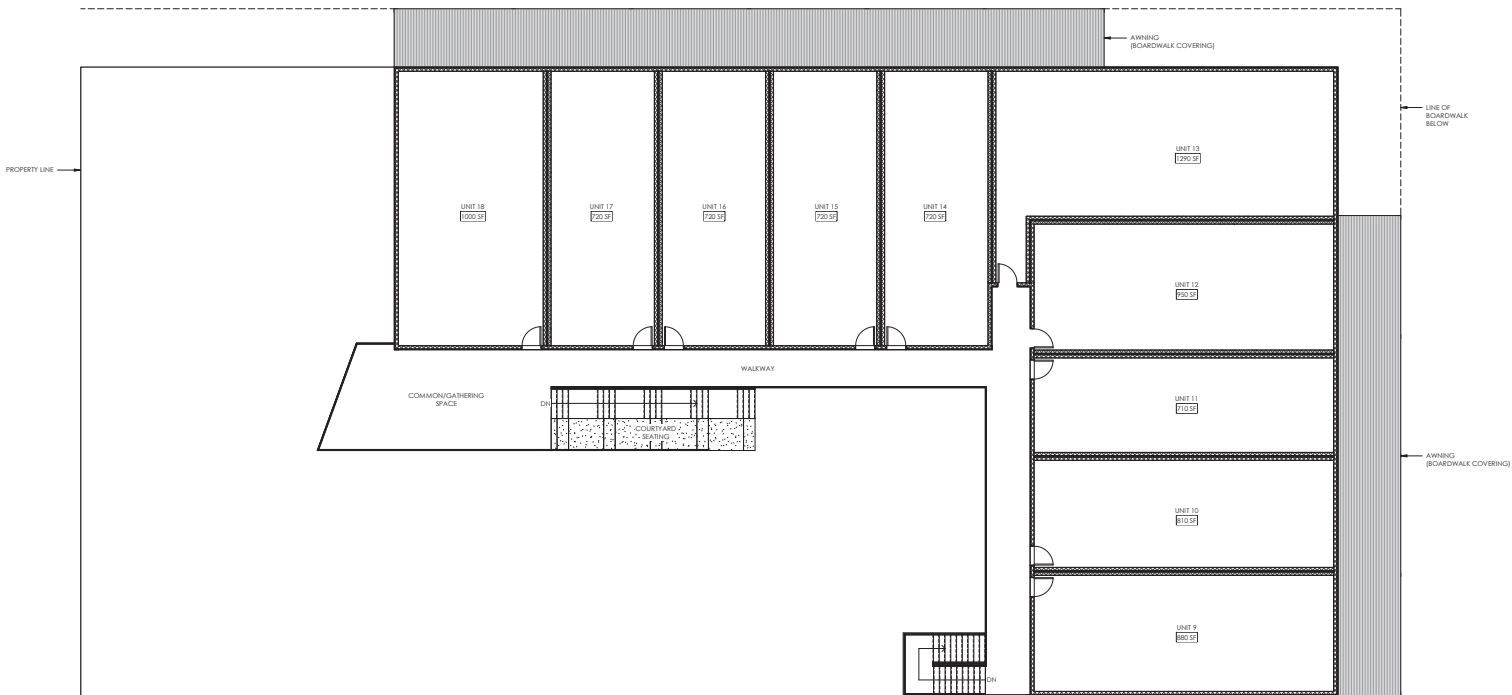
ISSUANCE : DATE :  
SCHEMATIC DESIGN 2023-02-01

SHEET TITLE :  
OVERALL FLOOR PLAN -  
LEVEL 01

SHEET NUMBER :  
A3.01

**TOTAL GROSS  
SQUARE FOOTAGE:**

LEVEL 01:	14,445 sf
BUILDING:	9,433 sf
STAIRS:	295 sf
ARTS COURTYARD:	2,555 sf
COURTYARD SEATING:	171 sf
TRASH ENCLOSURE:	172 sf
BOARDWALK AWNING:	1,802 sf
LEVEL 02:	10,905 sf
BUILDING:	9,433 sf
COMMON/GATHERING:	549 sf
WALKWAY:	804 sf
TOTAL:	25,347 sf



1 OVERALL FLOOR PLAN - LEVEL 02  
SCALE: 1/8" = 1'-0" BACK REF.



ARCHITECT :

**MA**

Munn Architecture, LLC

315 EAST AGATE AVENUE  
P.O. BOX 21  
GRAND LAK, CO 80446  
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SPACE TO CREATE  
ARTSPACE  
1128 PARK AVE., GRAND LAKE, CO 80447  
PROJECT #: 2025

ISSUANCE :	DATE :
SCHEMATIC DESIGN	2022-0201

SHEET TITLE :  
OVERALL FLOOR PLAN -  
LEVEL 02

SHEET NUMBER :  
**A3.02**