

**TOWN OF GRAND LAKE
RESOLUTION NO. 4-2011**

**A RESOLUTION COMBINING AND UPDATING USE POLICIES FOR THE TOWN OF
GRAND LAKE PUBLIC FACILITIES AND STRUCTURES**

WHEREAS, The Board of Trustees has previously established use policies of various public facilities and structures in the Town of Grand Lake through the adoption of Resolution No. 1980-4, and 6-1989, and 8-1993; and,

WHEREAS, the Town of Grand Lake reaffirms its commitment that the primary purpose of public facilities and structures is to serve the needs of the citizens of Grand Lake; and,

WHEREAS, the Board of Trustees of the Town of Grand Lake believes that public facilities and structures should be available for use by the general public and other governmental entities upon certain terms and conditions as hereinafter set forth.

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

PART 1. Any group or governmental entity (User) shall be required to enter into an Application and Use Agreement (as provided by Town staff) with the Town of Grand Lake for the short-term use (less than 24 hours, unless otherwise noted) of any public facility and/or structure outlined herein.

PART 2. All Users shall be responsible for any and all damage to the said public facility or structure caused by them or their invitees and shall provide a waiver of liability, indemnify and hold harmless the Town of Grand Lake from any and all claims arising out of their use of the premise, including all costs and attorney's fees incurred in collecting for damages to said building or defending against claims of Users or Users invitees.

PART 3. All Users shall be responsible for cleaning the premises after use and for the disposal of solid waste accumulated on the premise as a result of the use thereof. Certain public facilities and structures may require a cleaning deposit as outlined on the Town's Fee and Deposit Schedule as adopted by Resolution by the Town Board of Trustees. Payment of fees and deposits shall be paid to the Town of Grand Lake prior to the use of the public facility and/or structure. Said deposit shall be refunded if the premises are cleaned and the solid wastes are disposed of so as to leave the premises in as good a condition as when possession was delivered.

If the premises are not cleaned and solid waste is not removed, the Town may clean the premises with its own employees or have the premises cleaned by private contractors and charge said amount against the User, said charge being deducted from the cleaning deposit first and the balance of the cleaning deposit, if any, shall be returned to the User. Provided, however, that if the cost of cleaning and disposal of solid waste exceeds the cleaning deposit, User shall be responsible for said excess and the cleaning deposit shall in no way limit the Users' liability to pay for the cost of cleaning and removal of solid waste.

If upon billing, the User fails to pay the costs incurred by the Town for cleaning the premises and disposing of solid waste, the User shall be responsible for paying all of the Town's costs and attorney's fees incurred in collecting any such cleaning costs and expenses.

PART 4. Certain public facilities and structures may require a use fee as outlined on the Town's Fee and Deposit Schedule as adopted by Resolution by the Town Board of Trustees. Payment of fees and deposits shall be paid to the Town of Grand Lake prior to the use of the public facility and/or structure.

PART 5. The Community House (1025 Grand Avenue) may be available to Users upon the additional terms and conditions:

A. The Town Board of Trustees may enter into Agreements for the long-term use (greater than 24 hours) of the Community House upon the Board's determination (by Ordinance) the educational, recreational, cultural and/or civic use, open to the general public, is to the benefit of the general public; and

B. All activities must cease, and the property must be vacated by all persons, by 2am.

PART 6. Town Hall Kitchen and Board Room (1026 Park Avenue) may be available to Users upon the additional terms and conditions:

A. The use of the Town Hall Kitchen and Board Room is subject to the availability of the rooms based on the needs of the Town Staff, Boards, Commissions and Committees to continue normal function during regularly-scheduled business hours and public meetings.

B. Food and beverages are not permitted in the Town Hall Board Room.

PART 7. The Pitkin Annex (315 Pitkin Avenue) may be available to Users upon the additional terms and conditions:

A. The Town Board of Trustees may enter into Agreements for the long-term use (greater than 24 hours) of the Pitkin Annex upon the Board's determination (by Ordinance) that there is a benefit to the general public, which can include but not be limited to the educational, recreational, cultural and/or civic use, and general availability to the public, of the event or service that the proposed renter/lessee is providing.

PART 8. The Heckert Pavilion (located in Town Square Park adjacent to Pitkin Avenue) may be available to Users upon the additional terms and conditions:

A. The Town will post notice of the reserved space within two (2) hours of the event. Given the location of this public facility, the Town cannot ensure the compliancy of the general public.

B. The Town of Grand Lake does not allow stakes in the grass of Town Square Park without prior authorization from the Town.

C. Use of Heckert Pavilion shall be limited to four hours.

PART 9. The Town Square Gazebo (located in Town Square Park to the South of the Juniper Library) may be available to Users upon the additional terms and conditions:

A. The Town will post notice of the reserved space within two (2) hours of the event. Given the location of this public facility, the Town cannot ensure the compliancy of the general public.

B. The Town of Grand Lake does not allow stakes in the grass of Town Square Park without prior authorization from the Town.

PART 10. The Lakefront Park Picnic Shelters (located in Lakefront Park) may be available to Users upon the additional terms and conditions:

A. The Town will post notice of the reserved space within two (2) hours of the event. Given the location of this public facility, the Town cannot ensure the compliancy of the general public.

B. The Town of Grand Lake does not allow stakes in the grass of Lakefront Park without prior authorization from the Town.

PART 11. When use of certain public facilities and structures is proposed in conjunction with a Special Event Permit, the requirements and provisions of the Special Event Permit (outlined in the Municipal Code) shall hereby exempt the User from the requirements of this Resolution.

PART 12. Upon request, the Town Board of Trustees shall have the right to waive any policies, above, at its sole discretion. Any such waiver shall be set forth in the minutes of the Board of Trustees meeting.

PART 13. Every User shall receive a copy of this Resolution and shall acknowledge receipt of said copy of the Application and Use Agreement once approved.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 9TH DAY OF MAY, 2011.

(SEAL)

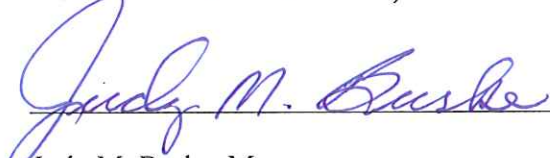
Votes Approving:	5
Votes Opposing:	0
Votes Abstaining:	0
Absent:	2

ATTEST:

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



Ronda Kolinske, CMC, Town Clerk



Judy M. Burke, Mayor