



## GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING AGENDA

Monday, May 13, 2024, at 4:30 PM

Town Hall Board Room – 1026 Park Avenue

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

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

<https://us06web.zoom.us/j/85369102029>

You can also dial in using your phone.

United States: 719 359 4580

Access Code: 853 6910 2029

### WORK SESSION 4:30 PM

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Items of Discussion
  - A. Creative District Update
  - B. 2023 Audit Presentation

### EVENING MEETING 6:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Announcements
4. Roll Call
5. Conflicts of Interest
6. Public Comments (Limited to 3 Minutes)
7. Items of Discussion
  - A. Consideration to Accept a Bid for Emergency Paving
  - B. Consideration to Accept a Bid from Straight-up Striping for Road Striping
8. Consideration to Approve Meeting Minutes
  - A. March 25, 2024
9. Consideration to Approve Accounts Payable
  - A. May 13, 2024
10. Items of Discussion
  - A. Consideration to Approve Resolution 30-2024, Authorizing Cash Account & Safe Deposit Box Signers
  - B. Consideration to Approve the 2023 Audited Financial Statements
  - C. **Quasi-Judicial (Public Hearing):** Consideration to Approve a Special Event Liquor Permit From Basics Team Foundation, Inc., for Their "Trampled by Turtles" concert on, July 13, 2024, at Lakefront Park.
  - D. **Quasi-Judicial (Public Hearing):** Consideration to Approve a Special Event Liquor Permit From Grand Lake Chamber of Commerce for Their "Buffalo Days" event on, August 17, 2024, at Town Park.
  - E. **Quasi-Judicial (Public Hearing):** Consideration to Approve a Special Event Liquor Permit From Grand Lake Chamber of Commerce for Their "Buffalo Days" event on, August 17, 2024, at Lakefront Park.
  - F. Consideration of Resolution 28-2024, Setting Certain Fees for Friends of the Grand County Library, Inc., Use of the Community House From August 15th - 18th
  - G. Consideration of Resolution 29-2024, Setting Certain Fees for the Grand Arts Council's Use of the Community House on May 25, 2024
  - H. Resolution 31-2024; Conditional Use Permit business that generates income from the use of animals, also known as a dog boarding and training at Subd: Grand Lake Lots:9-10, Block 28, more commonly referred to as 304 West Portal Rd.
  - I. Resolution 27-2024, Conditional Use Permit for a Marijuana Business Located at Block 26, Lots 15, Town of Grand Lake; More Commonly Referred to as 525 Grand Avenue
  - J. Request to Permit the Town Staff to Pursue the Active Transportation Infrastructure Investment Program (ATIIP).
  - K. Consideration of RFP for Construction Services on Lucy Lane
11. Future Items for Consideration
12. Mayor's Report
13. **Executive Session Pursuant to Sections 24-6-402(4)(b) and (e), C.R.S., to confer with the Town Attorney Regarding Specific Legal Questions and to Determine the Town's Position and Give Direction to Negotiators, in Connection with the Pending Litigation by the Southways against the Town.**
14. **Executive Session Pursuant to Section 24-6-402(4)(e), C.R.S. to Determine the Town's Position and Instruct Negotiators in Connection with Town Manager Applications Received by the Town.**
15. Adjourn Meeting



GRAND LAKE *Creative* DISTRICT

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**MAY STATUS REPORT**



# Creative District Current Structure:

## MISSION:

To enrich the community and enhance the creative, cultural, and economic vitality of Grand Lake by celebrating the people, places, and partnerships that support an authentic, family-friendly, and inclusive year-round creative economy. To provide opportunities for creatives of all levels and mediums to work, live, and create.

## FOCUSES:

- ✓ Events
- ✓ Marketing
- ✓ Folk School
- ✓ Grants
- ✓ Infrastructure

## BOARD OF DIRECTORS:

ALAN WALKER President/Treasurer	KEVIN KEENE VP/Advisor	Section 4, Item A.
SUSAN STRUNA KNOX Secretary	MAEGAN LOKTEFF & DON Member at Large	

## EXECUTIVE DIRECTOR/CONTRACTOR

DIANN BUTLER Executive Director	GILLIAN BUTLER Journeys Grand
------------------------------------	----------------------------------

## ADVISORY BOARD

Rocky Mountain Folk School  
Grand Arts Council  
Grand Lake Area Historical Society  
Rocky Mountain Repertory Theater  
Rocky Mountain Wooden Boat School  
Fire On The Mountain (aka Troublesome)  
Shadowcliff  
Juniper Library  
Grand Lake Town

# Signature Events

## Ice Sculpting Workshop

5 attendees **3 were from outside of Grand Lake**. We are planning on building this bigger every year

March

## Moors & McCumber

80 people went to this event

March

## Boulder Ballet

Over 150 people attended the Boulder Ballet

April

Upcoming

March

## Gel Plate Workshop

5 people signed up only 1 lived in Grand Lake the **rest stayed in lodging around GL & ate out**

## Colorado Children's Chorale

40 people attended the CCC.

Intro to Western Boot Making Workshop (June)

Cleo Parker (October)

Fiber focus Week (October)

FOCUS 1

# FOCUS 1



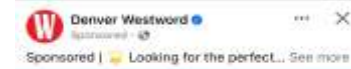
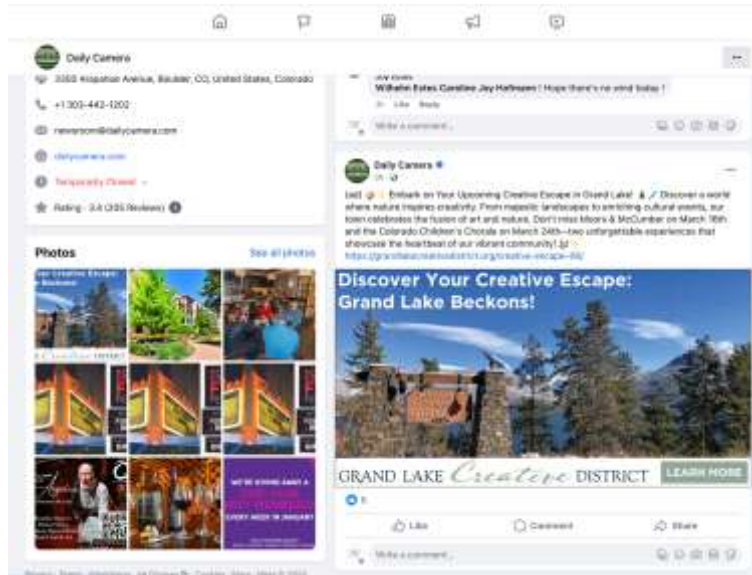
Section 4, Item A.



# FOCUS 2

## Marketing

Section 4, Item A.



# FOCUS 2



Section 4, Item A.

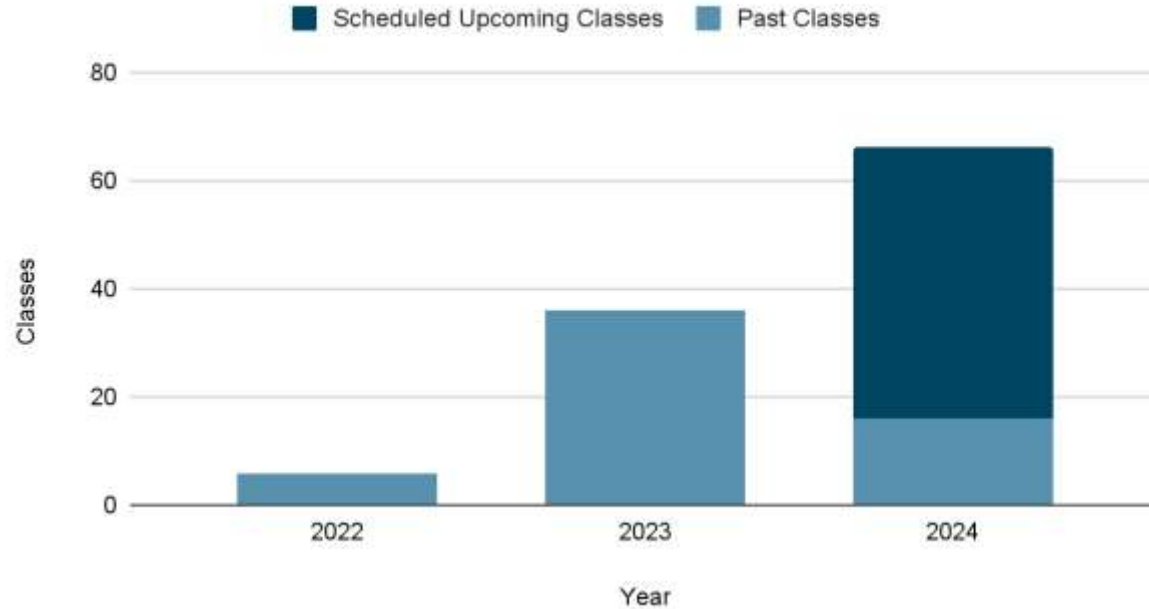


See sheet Marketing Locations for details

# FOCUS 3

## Folk School

Number of Classes by Year



***We need an additional GARAGE like workshop facility.  
Major opportunity to feed the base camp for Western Handmade Art & Gear.***



## Grants

### Received Grants in 2024:

- ✓ Colorado Creative Industries Tech. Assistance Grant **\$7,000**
- ✓ Folk and Traditional Art Grant: **\$3,000**
- ✓ Grand County Tourism Marketing Grant: **\$10,000**

### Grants Applied, but not awarded yet:

- ✓ Natl. Endowment of the Arts: Cowboy Artisan **\$14,000**
- ✓ Colorado Creates: RMFS **\$4,000** each year for 2024 and 2025
- ✓ Grand Foundation: Cultural Events **\$10,000**

# FOCUS 5

## Infrastructure

- ✓ Space to Create
- ✓ Marquee
- ✓ Community House

**THANK YOU FOR YOUR CONTINUED SUPPORT**

GRAND LAKE *Creative* DISTRICT





# 2023 Audited Financial Statements Presentation

# Independent Audit Conducted by



Dazzio & Associates, PC

Certified Public Accountants

## Auditor's Responsibilities and opinion for the Audit of the Financial Statements 2023

### Page 1-3

The management's discussion and analysis (MDA) on pages 4–16 are presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB)



MDA was prepared by Heike Wilson, Town Treasurer



## Government-Wide Financial Statements

The first of these government-wide statements is the ***Statement of Net Position***. This presents information that includes all the Town's assets and liabilities, with the difference reported as *net position*.

Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating. Page 17

\* In 2023

	Net Position					
	Governmental Activities		Business Type Activities		Total	
	2023	2022	2023	2022	2023	2022
<b>Assets</b>						
Current Assets	\$ 5,210,150	\$ 5,020,524	\$3,192,607	\$3,097,637	\$ 8,402,757	\$ 8,118,161
Capital Assets	14,479,486	14,676,106	2,098,162	2,261,598	16,577,648	16,937,704
Total Assets	19,689,636	19,696,630	5,290,769	5,359,235	24,980,405	25,055,865
<b>Liabilities</b>						
Current Liabilities	326,980	544,178	123,791	141,582	450,771	685,760
Long-Term	4,821,241	5,086,937	1,126,874	1,223,530	5,948,115	6,310,467
Total Liabilities	5,148,221	5,631,115	1,250,665	1,365,112	6,398,886	6,996,227
Deferred Inflows of Resources	690,369	644,645	-	-	690,369	644,645
<b>Net Position</b>						
Net Investment in Capital Assets	9,489,941	9,592,064	910,193	1,003,652	10,400,134	10,595,716
Restricted	1,094,777	922,742	153,215	124,100	1,247,992	1,046,842
Unrestricted	3,266,328	2,906,064	2,976,696	2,866,371	6,243,024	5,772,435
Total Net Position	\$ 13,851,046	\$ 13,420,870	\$4,040,104	\$3,994,123	\$ 17,891,150	\$ 17,414,993

Current  
Assets  
increased

and

Current  
Liabilities  
decreased

The second government-wide statement is the ***Statement of Activities***, which reports how the Town's net position changed during the current fiscal year. Page 18





Function/Program Activities	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Permits, Fees, Fines, and Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
<b>Governmental Activities</b>							
Administration	\$ 1,413,869	\$ 180,702	\$ 20,601	\$ -	\$ (1,212,566)	\$ -	\$ (1,212,566)
Public Safety	277,858	-	-	-	(277,858)	-	(277,858)
Public Works	1,777,858	-	45,445	-	(1,732,413)	-	(1,732,413)
Grand Lake Center	390,458	112,629	6,044	-	(271,785)	-	(271,785)
Parks	276,379	-	2,918	-	(273,461)	-	(273,461)
Interest and Related Costs on Long-term Debt	175,743	-	-	-	(175,743)	-	(175,743)
Total Governmental Activities	4,312,165	293,331	75,008	-	(3,943,826)	-	(3,943,826)
<b>Business-type Activities</b>							
Water	780,411	693,614	-	110,500	-	23,703	23,703
Marina	518,065	430,273	-	-	-	(87,792)	(87,792)
Pay As You Throw	59,993	68,214	-	-	-	8,221	8,221
Total Business-type Activities	1,358,469	1,192,101	-	110,500	-	(55,868)	(55,868)
Total	\$ 5,670,634	\$ 1,485,432	\$ 75,008	\$ 110,500	(3,943,826)	(55,868)	(3,999,694)

## General Revenues:

Property Taxes	398,010	-	398,010
Specific Ownership Taxes	25,441	-	25,441
Sales and Use Taxes	3,498,008	-	3,498,008
Franchise and Other Taxes	92,345	-	92,345
Net Investment Income	180,737	101,849	282,586
Miscellaneous	179,461	-	179,461
Total General Revenues	4,374,002	101,849	4,475,851
Changes In Net Position	430,176	45,981	476,157
Net Position - Beginning	13,420,870	3,994,123	17,414,993
Net Position - Ending	\$ 13,851,046	\$ 4,040,104	\$ 17,891,150



# Fund Financial Statements

A fund is an accountability unit used to maintain control over resources segregated for specific activities or objectives. The Town uses funds to ensure and demonstrate compliance with finance-related laws and regulations.

The town has two funds, Governmental funds and Enterprise funds

The two Governmental Funds  
are

General Fund  
Capital Improvement Fund (CIF)

Page 19-25

**BALANCE SHEET  
GOVERNMENTAL FUNDS  
December 31, 2023**

	General Fund	Capital Improvement Fund	Total Governmental Funds
<b>Assets</b>			
Cash and Investments	\$ 3,439,986	\$ -	\$ 3,439,986
Cash and Investments - Restricted	-	886,867	886,867
Receivables:			
Property Taxes	530,203	-	530,203
Sales Taxes	234,502	58,625	293,127
Accounts	24,611	-	24,611
Intergovernmental	7,335	-	7,335
Prepaid Items	23,688	-	23,688
Inventory	4,333	-	4,333
<b>Total Assets</b>	<b>\$ 4,264,658</b>	<b>\$ 945,492</b>	<b>\$ 5,210,150</b>
<b>Liabilities</b>			
Accounts Payable	\$ 28,103	\$ 1,000	\$ 29,103
Deposits and Prepaid Fees	39,089	-	39,089
<b>Total Liabilities</b>	<b>67,192</b>	<b>1,000</b>	<b>68,192</b>
<b>Deferred Inflows of Resources</b>			
Unavailable Revenue - Property Tax	530,203	-	530,203
Unavailable Revenue - Use Tax	160,166	-	160,166
<b>Total Deferred Inflows of Resources</b>	<b>690,369</b>	<b>-</b>	<b>690,369</b>
<b>Fund Balances</b>			
Nonspendable	28,021	-	28,021
Restricted for:			
Emergency Reserves	117,000	-	117,000
Parks and Open Space	46,073	-	46,073
Capital Projects	-	663,992	663,992
Debt Service	-	280,500	280,500
Committed to:			
Affordable Housing	282,006	-	282,006
Cemetery Operations	119,257	-	119,257
Assigned to:			
Subsequent Year's Budget	687,119	-	687,119
Unassigned	2,227,621	-	2,227,621
<b>Total Fund Balances</b>	<b>3,507,097</b>	<b>944,492</b>	<b>4,451,589</b>
<b>Total Liabilities, Deferred Inflows of Resources and Fund Balances</b>	<b>\$ 4,264,658</b>	<b>\$ 945,492</b>	<b>\$ 5,210,150</b>



**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS**  
 For the Year Ended December 31, 2023

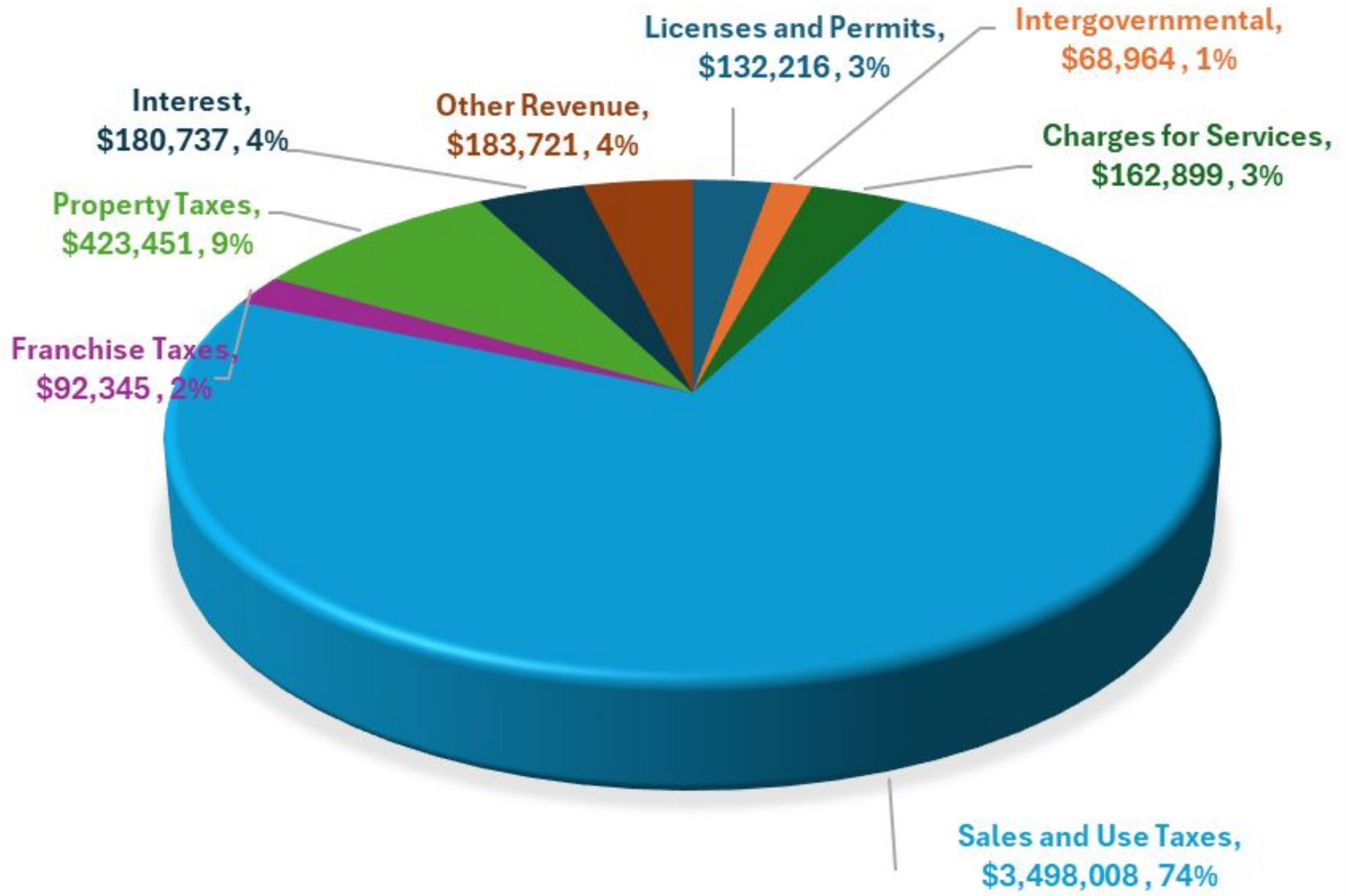
	General Fund	Capital Improvement Fund	Total Governmental Funds
<b>Revenues</b>			
Taxes	\$ 3,314,202	\$ 699,602	\$ 4,013,804
Licenses and Permits	132,216	-	132,216
Intergovernmental	68,964	-	68,964
Charges for Services	162,899	-	162,899
Fines and Forfeitures	1,760	-	1,760
Fees and Leases	2,500	-	2,500
Net Investment Income	139,081	41,656	180,737
Other Revenue	150,331	-	150,331
Proceeds from Sale of Assets	29,130	-	29,130
<b>Total Revenues</b>	<b>4,001,083</b>	<b>741,258</b>	<b>4,742,341</b>
<b>Expenditures</b>			
Current			
Boards and Committees	226,717	-	226,717
Administration	1,142,149	-	1,142,149
Public Safety	277,858	-	277,858
Public Works	1,073,296	-	1,073,296
Grand Lake Center	382,657	-	382,657
Parks	180,220	-	180,220
Capital Outlay	401,230	273,951	675,181
Debt service			
Principal	90,000	120,000	210,000
Interest and Fees	39,613	157,050	196,663
<b>Total Expenditures</b>	<b>3,813,740</b>	<b>551,001</b>	<b>4,364,741</b>
<b>Net Change in Fund Balances</b>	<b>187,343</b>	<b>190,257</b>	<b>377,600</b>
<b>Fund Balances - Beginning</b>	<b>3,319,754</b>	<b>754,235</b>	<b>4,073,989</b>
<b>Fund Balances - Ending</b>	<b>\$ 3,507,097</b>	<b>\$ 944,492</b>	<b>\$ 4,451,589</b>

The Town relies heavily on sales and use taxes to support governmental operations. In 2023, sales and use taxes were 74% of total governmental revenues for the Town increased from the 2022 calculation of 62%. Overall, governmental activities revenues decreased 22% when compared with 2022. Sales and use taxes increased \$81,524 (2%) over 2022\*. Grants and contributions decreased \$1,609,673 from the prior year.

\*Sales tax decreased while use tax increase due to policy change.

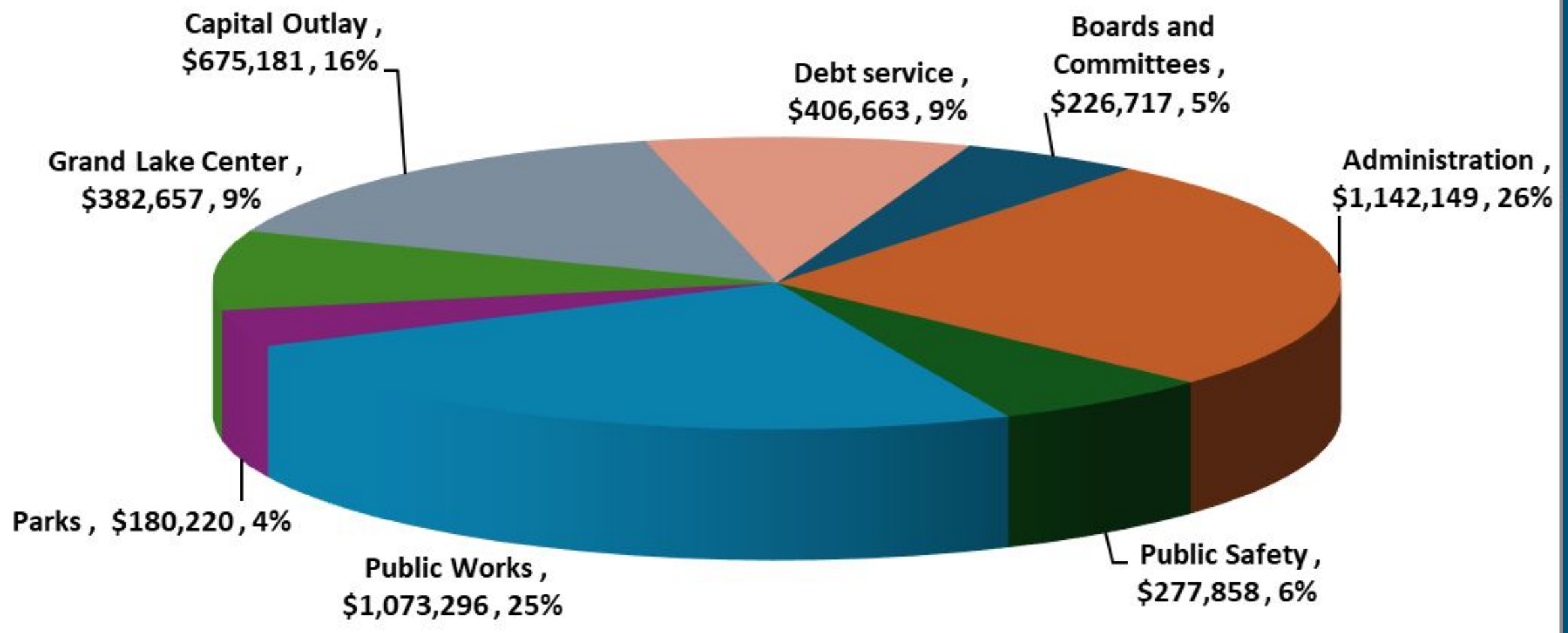
Pages 23-25 show more detail





**2023 GOVERNMENT REVENUE**

### Expenditures by Function



General Fund Budget (as amended) to Actuals  
pages 23-25 detailed breakdown with 2022 actuals

## Highlights

Revenues exceeded budget by \$380,503

Revenues decreased 17% when compared with 2022. This is mainly contributed to less grant funding in 2023.

Expenditures were under control, despite increases seen in most departments from the previous year and came in under budget by \$443,208.

Expenditures decreased 18% from the previous year. Capital Outlay saw a decrease of \$1,139,661.

Fund balance increased by \$187,343 and exceeded budget by \$823,711.

# The Three Enterprise Funds are

Water

Marina

PAYT

These are business type activities and generate their own revenues to pay their own expenses

page 26-28

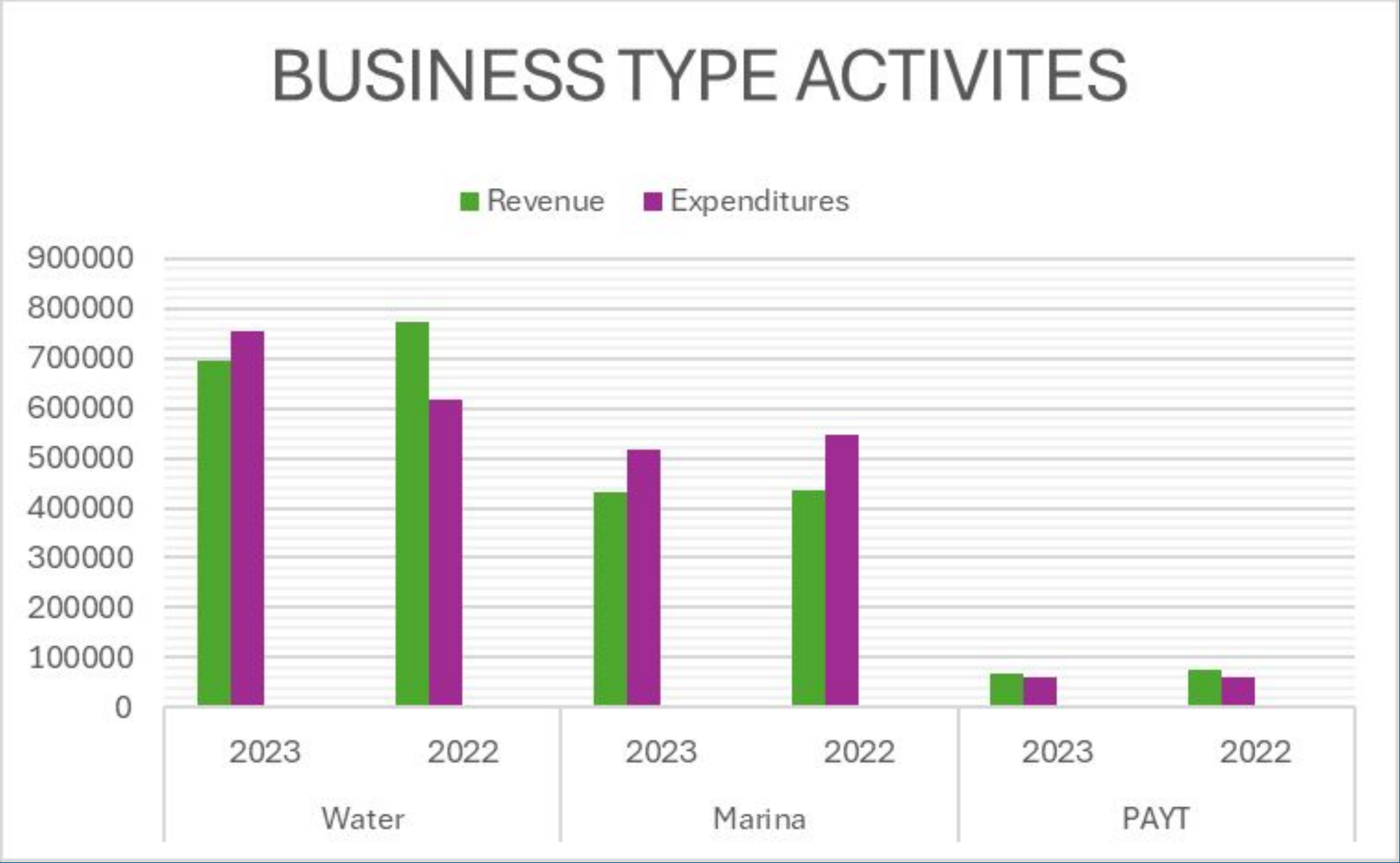


**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION**  
**PROPRIETARY FUNDS**  
For the Year Ended December 31, 2023

	Business-type Activities - Enterprise Funds			Total
	Water	Marina	Pay As You Throw	
<b>Operating Revenues</b>				
Charges for Sales and Services				
Water Sales	\$ 686,024	\$ -	\$ -	\$ 686,024
Marina Rentals	-	430,273	-	430,273
PAYT Bag Sales	-	-	68,214	68,214
Other	7,590	-	-	7,590
Total Operating Revenues	693,614	430,273	68,214	1,192,101
<b>Operating Expenses</b>				
Personnel	449,877	238,452	-	688,329
Operations	162,982	190,487	59,993	413,462
Depreciation	142,741	89,126	-	231,867
Total Operating Expenses	755,600	518,065	59,993	1,333,658
<b>Operating Income</b>	(61,986)	(87,792)	8,221	(141,557)
<b>Nonoperating Revenues (Expenses)</b>				
Net Investment Income	79,222	22,627	-	101,849
Interest Expense	(24,811)	-	-	(24,811)
Total Nonoperating Revenues (Expenses)	54,411	22,627	-	77,038
<b>Income Before Capital Contributions and Transfers</b>	(7,575)	(65,165)	8,221	(64,519)
Capital Contributions - Tap Fees	110,500	-	-	110,500
<b>Change In Net Position</b>	102,925	(65,165)	8,221	45,981
<b>Net Position - Beginning</b>	2,784,968	1,031,999	177,156	3,994,123
<b>Net Position - Ending</b>	\$ 2,887,893	\$ 966,834	\$ 185,377	\$ 4,040,104

- Water Enterprise Fund:** Operating revenues increased 2%, or \$13,802 from the prior year. Operating costs increased by \$115,494 or 18%. This business-type activity reported an operating loss of \$61,986 in the current year, compared to an operating income of \$39,706 in 2022. Increased personnel and operating cost have contributed to the increase.
- Marina Enterprise Fund:** The Marina generated operating revenue in the amount of \$430,273, increased 10% from 2022. Operating costs were \$518,065, up \$18,420 in the current year, resulting in operating loss of \$87,792 for 2023. Increased personnel costs and fireworks celebration costs contributed to the increase.
- PAYT Enterprise Fund:** PAYT Enterprise reported operating revenue of \$68,214 down 11% from 2022 and expenses increased \$243, with a resulting operating income of \$8,221 for the current year.

# Revenue vs Expenditures for business type activities.



Notes to the financial statements are listed on pages 29-49

Notes to the financial statements are an integral part of financial reporting and provide additional information to help users understand the company's financial position and performance.

Supplementary Information listed on pages 50-55 provides a more comprehensive view of the Town's performance and position

Budget to actual comparisons for the Capital Improvement Fund and the Enterprise Funds are presented in the supplementary section of this report, as well as the Local Highway Finance Report.



**NOTE 6 LONG-TERM OBLIGATIONS**

The following is an analysis of changes in long-term debt for the year ended December 31, 2023:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<b>Governmental Activities</b>					
2017 Sales Tax Bonds	\$ 3,570,000	\$ -	\$ 120,000	\$ 3,450,000	\$ 125,000
2017 Sales Tax Bonds Premium	260,228	-	20,620	239,608	-
2021 Certificates of Participation	1,389,937	-	90,000	1,299,937	90,000
Compensated Absences	95,972	131,766	150,042	77,696	31,000
<b>Total</b>	<b>\$ 5,316,137</b>	<b>\$ 131,766</b>	<b>\$ 380,662</b>	<b>\$ 5,067,241</b>	<b>\$ 246,000</b>
<b>Business-type Activities</b>					
Colorado Water Resources & Power Development Authority Water Fund, 2018	\$ 1,257,946	\$ -	\$ 69,977	\$ 1,187,969	\$ 71,384
Compensated Absences	44,461	26,172	22,344	48,289	38,000
	<b>\$ 1,302,407</b>	<b>\$ 26,172</b>	<b>\$ 92,321</b>	<b>\$ 1,236,258</b>	<b>\$ 109,384</b>

The Town's  
Long-Term  
obligations

2017 sales tax  
bonds matures in  
2042

COP matures in  
2035

CWRPDA also  
know as DWRF  
matures in 2038







1026 Park Ave · PO Box 99  
Grand Lake, CO 80447  
970-627-3435  
www.townofgrandlake.com

**Date: May 10, 2024**  
**To: Mayor Kudron and the Board of Trustees**  
**From: Matthew Reed, Director of Public Works**  
**Re: Approval of emergency paving**

### **Background**

The Town of Grand Lake has a budget for paving projects this year. We have been trying to work with an Engineer to complete supporting documents for an RFP which has not been completed yet. After conversation between staff and several trustees we feel like the area of Shadow Mtn Drive south of Marina Dr to Lake Side Dr east to Cairns Dr at a point just north of Shadow Mtn Ln is in such disrepair that it is becoming unsafe as vehicles are swerving all over to avoid the holes. It is the ask of staff that the Trustees consider a motion to approve work outside of our normal processes to get this work done in a timely fashion before the month of July. We are asking for this to prevent further loss of property and avoid liability.

We have received proposals from 2 companies that we trust and believe to have the best interest of the town at heart. I have attached the documents for your review.

### **Motion**

If the Board of Trustees desires to accept one of the bid options from New West Paving for work performed as described.

*Option 1: I move to accept the bid from New West Paving Option 1 full reclamation with Alternate Shadow Mtn Ln for a total of \$294,140.00*

*Option 2: I move to accept the bid from New West Paving Option 2 and Alternate Shadow Mtn Ln for a total of \$197,066.00.*



**P.O. Box 665  
Granby, CO 80446**

**Office: 970-887-0363**

Section 7, Item A.

# Estimate

Date	Estimate #
5/2/2024	1665

Name / Address
Town of Grand Lake P.O. Box 99 Grand Lake, Colorado 80447

We will never ask for any bank or wire transfers.  
CALL US if any questions and call to confirm

Project

Description	Qty	Rate	Total
Asphalt leveling course and overlay Shadow Mountain Drive-Lakeside Drive to Cairns Grand Lake, Colorado.			
Mobilization of equipment.	1	8,200.00	8,200.00
Traffic Control.	1	12,000.00	12,000.00
Tackifier applied.	1	4,200.00	4,200.00
4 aprons to tie into roads.	4	3,800.00	15,200.00
Asphalt leveling course 1" thick prior to overlay Shadow Mountain Drive-Lakeside Drive to Cairns.	450	200.00	90,000.00
Asphalt overlay 2" thick Shadow Mountain Drive-Lakeside Drive to Cairns.	1,009	200.00	201,800.00
<p>This estimate does not include any material or compaction testing All quantities will be field verified and invoiced accordingly. This estimate is valid through September 20th, 2024, due to the volatility of oil and fuel prices this quote could increase by the start of the paving season and throughout the season.</p>			
Thanks again for your business Pat and Cathy Acord		<b>Total</b>	\$331,400.00



**P.O. Box 665  
Granby, CO 80446**

**Office: 970-887-0363**

Section 7, Item A.

# Estimate

Date	Estimate #
5/2/2024	1666

Name / Address
Town of Grand Lake P.O. Box 99 Grand Lake, Colorado 80447

We will never ask for any bank or wire transfers.  
CALL US if any questions and call to confirm

Project

Description	Qty	Rate	Total
Asphalt paving Point Park and Turn around Grand Lake, Colorado.			
Mobilization of equipment, and traffic control.	1	3,800.00	3,800.00
Tackifier applied.	1	1,200.00	1,200.00
Asphalt paving 4" thick on already prepared ground.	172	220.00	37,840.00
<p>This estimate does not include any ground preparation work prior to paving.            This estimate does not include any material or compaction testing.            All quantities will be field verified and invoiced accordingly.            This estimate is valid through September 20th, 2024, due to the volatility of oil and fuel prices this quote could increase by the start of the paving season and throughout the season.</p>			
Thanks again for your business Pat and Cathy Acord		<b>Total</b>	\$42,840.00



**QUOTE**

To: Grand Lake Public Works  
 Address: P.O. Box 99  
 Grand Lake, CO 80447  
 Attn: Matt Reed  
 Phone: (970) 531-9594  
 Email: mreed-tolonen@toglco.com

Job Name: Shadow Mtn Dr / Lakeside Dr Reconstruction  
 Job Location: Shadow Mtn Dr / Lakeside Drive - Grand Lake  
 From: Dan Mikkelson  
 Phone: (303) 356-2027  
 Email: dan@newwestpaving.com  
 Date: 5/8/2024

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
<b>Option One - Full Reconstruction - Shadow Mtn Dr / Lakeside Dr from Marina Dr to Cairns Ave</b>					
1	Mobilization	2	EA	\$ 1,500.00	\$ 3,000.00
2	Full Depth Reclamation of Roadway*	4,300	SY	\$ 11.40	\$ 49,020.00
3	Place 4" Asphalt**	4,300	SY	\$ 46.00	\$ 197,800.00
4	Traffic Control	4	DAYS	\$ 3,000.00	\$ 12,000.00
Total Option 1:					\$ 261,820.00
* Full Depth Reclamation includes: pulverize existing roadway 12", recompact, establish 2% crown, generate & place shouldering material and fine grade for paving.					
** Asphalt Placement includes asphalt aprons at Chipmunk Lane, Tallaqua Drive & Elk Lane					
<b>Option Two - Asphalt Overlay</b>					
1	Mobilization	1	EA	\$ 1,500.00	\$ 1,500.00
2	Place 1" Asphalt Leveling Course	4,300	SY	\$ 11.50	\$ 49,450.00
3	Place 2" Asphalt Overlay	4,300	SY	\$ 23.00	\$ 98,900.00
4	Traffic Control	3	DAYS	\$ 3,000.00	\$ 9,000.00
Total Option 2:					\$ 158,850.00
<b>Alternate - Shadow Mountain Drive***</b>					
1	Mobilization	1	EA	\$ 1,500.00	\$ 1,500.00
2	Finegrade & Place 4" Asphalt	670	SY	\$ 54.80	\$ 36,716.00
Total Alternate:					\$ 38,216.00

\*\*\* If work is done at the same time as Option One, the SY price will be \$46.00

**\$32,320.00**

PRICES FOR THIS JOB ARE GOOD THROUGH: 6/7/2024

**Comment:** Due to the instability of Asphalt Cement (AC) availability and pricing, suppliers are no longer providing project pricing. AC will be priced to the industry monthly, with no carry over pricing month to month. Firm pricing can be provided beginning of each month for work to be completed during that month.

**Exclusions:** Testing of any kind, Bonding, Permits, Surveying, Traffic Control, Milling, Davis Bacon Wages, Drainage of less than 1%, Saw Cutting, Striping, Signage, Engineering, Herbicide

- Notes:**
- Final billing will be for field measured quantities installed.
  - Over-excavation and stabilization of soft subgrade will be completed on an hourly basis at the direction of the owner's representative.
  - This proposal is to become an exhibit to the contract, if applicable.
  - Directing New West Paving to place asphalt pavement on subgrade or base course containing frost will waive any warranty or cost of repairs.
  - Above pricing does not include modified asphalt binders.
  - Invoice amounts are to be paid in full within thirty days of invoice date
  - Subgrade must be received at +/- 0.10 foot prior to mobilization.
  - No Warranty will be given for any reflective cracking or potholes on Option Two

Quoted By: Dan Mikkelson Accepted By: \_\_\_\_\_

Name / Title: Dan Mikkelson - President Name / Title: \_\_\_\_\_

Date: 5/8/2024 Date: \_\_\_\_\_





1026 Park Ave · PO Box 99  
Grand Lake, CO 80447  
970-627-3435  
www.townofgrandlake.com

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**Date:** May 9, 2024  
**To:** Mayor Kudron and the Board of Trustees  
**From:** Matthew Reed, Director of Public Works  
**Re:** Approval of Road Striping

### **Background**

The Town of Grand Lake has budgeted \$15,000.00 for Road Striping. We have received a price from Straight-up Striping for \$15,000.00. This is the same company that did our striping last summer. For this price we will be Striping the double yellow & white fog line from Conoco on the Highway to Broadway and the double yellow from Broadway to Hancock. We would also repaint 18 stop bars and crosswalks, the change on Elsworth from diagonal to parallel and a new stop bar with aero at Garfield and the volleyball court parking.

### **Motion**

If the Board of Trustees desires to accept the bid from Straight-up Striping:

*I move to accept the bid from Straight-up Striping for road striping*



**Straight-Up Striping Inc**  
26957 East Otero Place | Aurora, Colorado 80016  
303-884-3659 | https://www.straightupstriping.com

**RECIPIENT:**

**City Of Grand Lake**  
Grand Lake, Colorado

<b>Estimate #16178</b>	
Sent on	Apr 22, 2024
<b>Total</b>	<b>\$15,000.00</b>

Product/Service	Description	Qty.	Unit Price	Total
Miscellaneous (New)	Roadsafe striping doubleyellow & white fog line from Conoco at Highway to end of main St.	1	\$9,500.00	\$9,500.00*
RE Stop Bar (New)	Stop Bar in oil base	18	\$23.00	\$414.00*
RE Cross Bar (New) Restripe	2'x5-8' in oil base	234	\$13.00	\$3,042.00*
NL-4" In ft (New)	Per Ft. 4" Line	1264	\$0.29	\$366.56*
Line Block Out (New)	Cover Old Lines - Per Ft. city Street changing angled to parallel and stop bar by marina coming up hill'	303	\$0.35	\$106.05*
NL Stalls (New)	18 Ft Stalls	5	\$6.00	\$30.00*
Mobile (Other)	Mobilization	1	\$1,000.00	\$1,000.00*
Tools		1	\$541.39	\$541.39

**Total** **\$15,000.00**

\* Non-taxable

This estimate is a complete project bid and excludes the following, unless specifically included in the estimate:

Project Preparation: including Cleaning, Temporary Striping, Concrete Cure Removal, Grinding/Sandblasting

Project Related Cost: not limited to Traffic Control, Configuration Design, Additional trip charges, Permits/Bonding 3%, Staff related fees such as, Drug testing, badging, orientation or training.

This estimate is valid for 30 days, after which values may be subject to change.

Straight-Up Striping, Inc warranty will be null and void if:

Surfaces are not clean and cleared of all debris by the



**Straight-Up Striping Inc**  
26957 East Otero Place | Aurora, Colorado 80016  
303-884-3659 | <https://www.straightupstriping.com>

**Notes Continued...**

customer prior application of markings.

Asphalt cure time per project specifications are not followed by the and communicated to Straight-Up Striping, Inc.

All Concrete must fully cure for minimum of 30 days

All Curing compounds must be removed prior to the application of markings

Inclement Weather Disclosure:  
Surface must be fully dried prior to application of markings  
Oil Based Paints must be applied only above 40 degrees  
Waterborne Paints must be applied only above 50 degrees

Warranty:  
All estimates include a one year warranty. Extended warranties will be an additional charge.



**GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING MINUTES**

**Monday, March 25, 2024, at 6:00 PM**

**Town Hall Board Room – 1026 Park Avenue**

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

**A. Call to Order**

The regular meeting of the Board of Trustees was called to order by Mayor Kudron at 6:01 P.M. in the Town Hall Board Room

**B. Pledge of Allegiance**

Mayor Kudron led everyone in reciting the Pledge of Allegiance.

**C. Announcements**

Mayor Kudron announced: Please turn off all cell phones during the meeting.

**D. Roll Call**

Mayor Kudron, Trustees Bishop, Causseaux, and Strachan, Town Clerk Carrell, Town Manager Crone, and Town Attorney Krob were present.

Trustee Strachan made a motion to excuse Mayor Pro-Tem Bergquist, Trustee Arntson, and Trustee Sobon from the workshop and evening meeting. Trustee Bishop seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Absent
Trustee Arntson	Absent
Trustee Bishop	Aye
Trustee Causseaux	Aye
Trustee Sobon	Absent
Trustee Strachan	Aye

**E. Conflicts of Interest**

None.

**F. Manager's Report**

Wildlife Issues

We do have bears out already and we've seen a couple of moose in Town. Keep pets and yourselves away from deer and moose. Keep your trash secured.

Upcoming Events

April is traditionally our slowest month of the year, but we still have events going on. This Saturday, March 30, the GLFPD will hold its annual Easter Egg Hunt. They will also host wildland fire awareness courses on April 5 and 6. Rocky Mountain Folk School is continuing to offer a selection of classes, and the library has a full slate of activities. Please visit their websites for more info.

Snow Plowing

It has warmed up too much for us to keep a layer of snow on the roads. It looks like spring is here. We are still going to get some significant snowfalls, so make sure to stay safe when driving and look out for pedestrians and wildlife.

Ice Rinks

We have had to stop Town maintenance of our ice rinks. Our days have just been too warm and there is no way to keep a safe surface on the rinks. The ice is still close to 18 inches thick; we have just had problems with the surface melt. We have also closed down the warming hut and locked up the ice skates.

Snowmobile Trail

Despite the lack of snow on the Town streets, the Grand Lake Trail Groomers are still maintaining all of their trails for snowmobiling. The trails are in pretty good condition, but that might change quickly. Get out and enjoy some riding while you still can.

Audit

Dazzio and Associates are in the office conducting the Town's annual financial audit. The Town Treasurer and Town Manager will be spending a lot of time this week helping with the audit. If you need to reach either Heike or John, please leave a message.



Short Staff

This Friday is the last day for Rita Snook, the Town’s bookkeeper. She is retiring and will be sorely missed. We have just posted her position. Caitrin is still out until the beginning of April. The staff is pitching in to cover for her during her absence. Matt Reed-Tolonen is starting his FAML I leave to spend some time with Cason. Although he will be on leave, Matt will be checking in often and will still help manage the public works staff. With all of the personnel issues, if you call the Town Hall and are put into the phone tree, please leave a message. We will get back in touch with you.

Election

Our municipal election is April 2. Ballots were mailed two weeks ago. If you have not received your ballot, please call our Town Clerk to see if we can get you a new ballot. You can either return your ballot by mail or drop it off at Town Hall. You cannot drop it in the County ballot drop box. It will be locked.

Proctor Statue

We have relocated the Proctor statue near the Kauffman House to an adjacent rock where pedestrians can actually see the front of the sculpture and can read the plaque without having to walk out on the steep, slippery grass. He still looks out over the lake, but the new location will really enhance the enjoyment of his story. It also really opens up the view of the lake when walking down Pitkin Avenue.

Town Manager

I will not be renewing my contract after May 1 of this year. I have been offered the position of Keystone Town Manager and have accepted. It has been a wonderful five years in Grand Lake, and we have accomplished a lot of good things. It really is with a heavy heart that I will be leaving. However, I cannot pass up this opportunity to take a job where I can spend time with my wife (and Hambone) every day. I will really miss this Town and our wonderful staff. We are already working with NWCCOG to find a replacement. With our very talented staff, I am sure that the transition will go smoothly.

Next Meeting

The next scheduled meeting will be held in two weeks. It is scheduled for April 8, 2024.

**G. Public Comments (Limited to 3 Minutes)**

Donna Ready, 1133 Grand Avenue- Requests the Town to keep the remainder of the Christmas lights up, as they look beautiful. Ms. Ready expressed her concern, how there is no signage to the lake and to the park, if Public Works can add three-foot-tall white letters on the ground, to make it more obvious, that would be appreciated.

**H. Consideration to Approve Meeting Minutes**

**4. February 26, 2024**

Trustee Bishop made a motion to approve the meeting minutes for February 26, 2024. Trustee Causseaux seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Absent
Trustee Arntson	Absent
Trustee Bishop	Aye
Trustee Causseaux	Aye
Trustee Sobon	Absent
Trustee Strachan	Abstain

**5. March 11, 2024**

Trustee Bishop made a motion to approve the meeting minutes for March 11, 2024. Trustee Causseaux seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Absent
Trustee Arntson	Absent
Trustee Bishop	Aye
Trustee Causseaux	Aye
Trustee Sobon	Absent
Trustee Strachan	Aye

**I. Consideration to Approve Accounts Payable**

**6. March 25, 2024**

Presented by Town Treasurer Wilson.

Trustee Causseaux made a motion to approve accounts payable for March 11, 2024. Trustee Strachan seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Absent
Trustee Arntson	Absent
Trustee Bishop	Aye
Trustee Causseaux	Aye
Trustee Sobon	Absent
Trustee Strachan	Aye

**J. Financial Review**

**1. 2023 Revenue Reports**

Presented by Town Treasurer Wilson.

**2. January 2024 Sale Tax Reports & February 2024 Financials**

Presented by Town Treasurer Wilson.

**K. Items of Discussion**

**1. Consideration of Resolution 22-2024, Honoring Rita Snock for Her Service**

Presented by Town Manager Crone.

Mayor Kudron made a motion to approve Resolution 22-2024, honoring Rita Snock for her service. Trustee Strachan seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Absent
Trustee Arntson	Absent
Trustee Bishop	Aye
Trustee Causseaux	Aye
Trustee Sobon	Absent
Trustee Strachan	Aye

**2. PUBLIC HEARING (QUASI-JUDICIAL) Continued from January 22nd, 2024, Consideration to Adopt Resolution 21-2024; Considering a Variance to the Stream and Lake Setback Requirements for Property Located at 210 Rapids Lane, with Conditions**

Presented by Town Community Developer White. Town Attorney, Scott Krob was present.

Natascha O’Flaherty appeared on behalf of her client, Max Ludwig.

Max Ludwig, 210 Rapids Lane, property owner, was in appearance.

Mayor Kudron opened for public hearing.

Donna Ready 217 North Inlet Drive- believes the Town should make it easy and let it be, as plenty of tourists and locals enjoy the deck during the summer.

Mayor Kudron closed the public hearing.

Trustee Causseaux made a motion to continue the public hearing for the variance to April 8, 2024. Trustee Bishop seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Absent
Trustee Arntson	Absent
Trustee Bishop	Aye
Trustee Causseaux	Aye
Trustee Sobon	Absent
Trustee Strachan	Aye

**3. Consideration to Approve the 2024 Liquor License Renewal Application for White Buffalo**

Presented by Town Clerk Carrell.

Patrick Barnes, Manager of White Buffalo, was present via zoom for questions.

Trustee Strachan made a motion to approve the 2024 liquor license renewal application for the White Buffalo. Trustee Causseaux seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Absent
Trustee Arntson	Absent
Trustee Bishop	Aye
Trustee Causseaux	Aye
Trustee Sobon	Absent
Trustee Strachan	Aye

**4. Consideration of a Contract for Mag Chloride**

Presented by Town Manager Crone.

Trustee Bishop made a motion to approve the contract with GMCO Corp. for mag chloride applications in 2024. Trustee Causseaux seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Absent
Trustee Arntson	Absent
Trustee Bishop	Aye
Trustee Causseaux	Aye
Trustee Sobon	Absent
Trustee Strachan	Aye

**L. Future Items for Consideration**

- Rapids Variance
- Chamber of Commerce
- Strategic Plan
- Update to STR Code
- ADA Compliancy Contract
- Trading in John Deere 624 Loader
- Update to Purchasing Code
- Bench
- GCSO Contract

**M. Mayor's Report**

Today was one of the bigger information gatherings that this Board has dealt with, our Attorney and Staff wish we could have decided tonight. Mayor Kudron believes if the Board doesn't feel comfortable about a certain topic and if there's resources available to help us feel more confident in the decisions we are making, those resources should be explored.

Our town continues to change, and we continue to evolve to be the very best Grand Lake we can be. Town Staff's work continues to be noticed and they are working hard to bring our town to the next level while keeping it so special.

**N. Adjourn Meeting**

Trustee Strachan made a motion to adjourn the meeting. Trustee Causseaux seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	Aye
Mayor Pro-Tem Bergquist	Absent
Trustee Arntson	Absent
Trustee Bishop	Aye
Trustee Causseaux	Aye
Trustee Sobon	Absent
Trustee Strachan	Aye

This meeting of the Board of Trustees was adjourned at 9:13 PM.

(Attest)

\_\_\_\_\_  
Alayna Carrell, Town Clerk

\_\_\_\_\_  
Stephan Kudron, Mayor





Town of Grand Lake will post Accounts Payable online after Board of Trustees Approves it.

Feel free to reach out to Heike Wilson, Treasurer at [hwilson@toglco.com](mailto:hwilson@toglco.com) or call 970-776-0779 if would like to view Accounts Payable before the Board of Trustees Approves it. List will be available the Thursday before the 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month by request



**To: Town of Grand Lake Mayor and Trustees**  
**From: Heike Wilson, Town Treasurer**  
**Re: AUTHORIZING CASH ACCOUNT AND SAFE DEPOSIT BOX SIGNERS**

**Date: 05/13/24**

**Background:** Currently all of the Town of Grand Lake’s bank accounts require two signers. Current bank account signers are Stephan J. Kudron, Mayor; Christina Berquist, Mayor Pro-Tem; Mike Arnston, Financial Trustee; John Crone, Town Manager. Since John Crone has resigned from his Town Manager position and Alayna Carrell has been appointed as Acting Co-Town Manager we need to remove John Crone as a signer on all bank accounts and add Alayna Carrell to be the 2nd approving person for transfers for the purpose of payroll, water customer payments, accounts payable and loan payments.

The Safe Deposit Box signers will be Stephan J Kudron, Mayor and Alayna Carrell, Acting Co-Town Manager. John Crone former Town Manager will be removed.

Bank account signers will be Stephan J. Kudron, Mayor; Christina Bergquist, Mayor Pro-Tem; and Mike Arnston, Financial Trustee.

**Recommended Motion**

I Move to approve Resolution 30-2024 AUTHORIZING CASH ACCOUNT AND SAFE DEPOSIT BOX SIGNERS

-Or-

I Move to approve Resolution 30-2024 AUTHORIZING CASH ACCOUNT AND SAFE DEPOSIT BOX SIGNERS with the Following Changes:

**TOWN OF GRAND  
LAKE RESOLUTION  
NO. 30-2024**

**A RESOLUTION AUTHORIZING CASH ACCOUNT AND SAFE DEPOSIT  
BOX SIGNERS**

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

**WHEREAS**, the Town currently has cash accounts at the following entities:

- United Business Bank: 1 Money Market Account
- United Business Bank: 1 Checking Account
- U.S. Bank: 1 Checking Accounts
- CSAFE: 3 Money Market Funds
- ColoTrust: 1 Money Market Fund
- Midwest: 1 Checking Account

**WHEREAS**, cash account current authorized signers are Stephan J. Kudron, Mayor; Christina Berquist, Mayor Pro-Tem; Mike Arnston, Financial Trustee; John F. Crone, Town Manager; and

**WHEREAS**, the Town currently has a safe deposit box at United Business Bank; and

**WHEREAS**, United Business Bank suggests and the Board of Trustees desire two designees at a time be authorized to access the box;

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

**THAT**, Stephan J. Kudron, Mayor; Christina Bergquist, Mayor Pro-Tem; and Mike Arnston, Financial Trustee; will remain signers and John Crone, former Town Manager will be removed as a signer.

**THAT**, Stephan J. Kudron, Mayor; and Alayna Carrell, Clerk will continue to be authorized designees for the safe deposit box; and John Crone, former Town Manager will be removed from safe deposit box.

**THAT**, Stephan J. Kudron, Mayor, and Heikela Wilson, Treasurer will be continue as authorized online banking full access users; and John Crone, former Town Manager will be removed from all access to all accounts. Alayna Carrell, Acting Co-Town Manager will have access to online banking full access and have authorization to make bank transfers as the 2<sup>nd</sup> approving person for the purpose of payroll, water customer payments, accounts payable and loan payments.

**THAT**, Heikela Wilson, Treasurer will continue as authorized to request information on cash accounts; and

**THAT**, Heikela Wilson, Treasurer will continue as authorized to set up and initiate ACH transactions for the purpose of payroll, water customer payments, accounts payable and loan payments; and

**THAT**, any previously authorized users not listed above will be removed from the accounts.

**DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 13<sup>th</sup> DAY OF May 2024.**

(SEAL)

Votes Approving:  
Votes Opposing:  
Votes Abstaining:  
Absent:

**ATTEST:**

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

---

Alayna Carrell, Town Clerk

---

Stephan J. Kudron, Mayor





**To: Town of Grand Lake Mayor and Trustees**  
**From: Heike Wilson, Town Treasurer**  
**Re: Recommendation to accept the 2023 Audited Financial Statements**

**Date: 05/13/24**

**Background:** The 2023 Letter to the Board of Trustees and Financial Statements are provided to you in this packet. The audited financial statements were presented earlier in the workshop.

**Motion:** If the Board of Trustees desires to accept the audited financial statements, it may do so by approving the following motion:

*I move to accept the audited financial statements for fiscal year 2023.*



March 29, 2024

To the Board of Trustees  
Town of Grand Lake, Colorado  
Grand County, Colorado

We have audited the financial statements of the governmental activities, the business-type activities, each major fund of the Town of Grand Lake, Colorado (the Town) for the year ended December 31, 2023. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated October 9, 2023. Professional standards also require that we communicate to you the following information related to our audit.

**Significant Audit Matters**

**Qualitative Aspects of Accounting Practices**

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Town are described in Note 2 to the financial statements. No new accounting policies were adopted, and the application of existing policies was not changed during 2023. We noted no transactions entered into by the Town during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate(s) affecting the Town’s financial statements were:

Management’s estimate of depreciation expense is based on the estimated useful lives of the Town’s capital assets ranging from 40 to 75 years for buildings and infrastructure systems to 5 to 7 years for vehicles, machinery and equipment. We evaluated the key factors and assumptions used to develop the useful lives in determining that it is reasonable in relation to the financial statements taken as a whole.

**Difficulties Encountered in Performing the Audit**

We encountered no significant difficulties in dealing with management in performing and completing our audit.

**Corrected and Uncorrected Misstatements**

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements.

**Disagreements with Management**

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, which could be significant to the financial statements or the auditor’s report. We are pleased to report that no such disagreements arose during the course of our audit.

**Management Representations**

We have requested certain representations from management that are included in the management representation letter dated March 29, 2024.

**Management Consultations with Other Independent Accountants**

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to [Name of Governmental Unit] ’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

**Other Audit Findings or Issues**

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Town’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

**Other Matters**

We applied certain limited procedures to Management’s Discussion and Analysis, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on supplementary information, as listed in the table of contents, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

**Restriction on Use**

This information is intended solely for the use of Board of Trustees and management of the Town and is not intended to be and should not be used by anyone other than these specified parties.

**Conclusion**

We would like to thank John Crone, Town Manager, Heike Wilson, Town Treasurer, Alayna Carrell, Town Clerk, and all of the Town staff for their assistance in making the audit process efficient and enjoyable. They were very helpful and cooperative.

Very truly yours,

*Duggio & Associates, P.C.*

**TOWN OF GRAND LAKE, COLORADO**

**Financial Statements**

**December 31, 2023**



## TOWN OF GRAND LAKE COLORADO

### Board of Trustees

Steve Kudron	Mayor
Christina Bergquist	Mayor Pro-Tem
Michael Arntson	Trustee
Erick Bishop	Trustee
Julie Causseaux	Trustee
Michael Sobon	Trustee
Baxter Strachan	Trustee

### Town Officials

John Crone	Town Manager
Heike Wilson	Town Treasurer
Alayna Carrell	Town Clerk

# TOWN OF GRAND LAKE COLORADO

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**Dazzo & Associates, PC**

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Certified Public Accountants

## INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and Board of Trustees  
Town of Grand Lake, Colorado

### ***Opinions***

We have audited the accompanying financial statements of the governmental activities, the business-type activities and each major fund of the Town of Grand Lake, Colorado, as of and for the year ended December 31, 2023, and the related notes to the financial statements, which collectively comprise the Town's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities and each major fund of the Town, as of December 31, 2023, and the respective changes in financial position, and, where applicable, cash flows thereof and the budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Town and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.



**Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4–15 be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

**Supplementary Information**

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Town's basic financial statements. The Supplementary Information, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Supplementary Information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

*Duggio & Associates, P.C.*

March 29, 2024

**MANAGEMENT'S DISCUSSION AND ANALYSIS**

## TOWN OF GRAND LAKE, COLORADO

### MANAGEMENT'S DISCUSSION AND ANALYSIS

The Town's management is pleased to provide this narrative discussion and analysis of the financial activities of the Town for the fiscal year ended December 31, 2023. The Town's financial performance is discussed and analyzed within the context of the accompanying financial statements and disclosures following this section.

#### Financial Highlights

- The Town's assets exceeded its liabilities by \$17,891,150 (net position) for the fiscal year reported.
- Total net position is comprised of the following:

Net investment in capital assets in the amount of \$10,400,134 including property and equipment, net of accumulated depreciation, and reduced for outstanding debt related to the purchase or construction of capital assets.

Net position of \$1,247,992 is restricted to parks and open space, debt service, capital projects and emergency reserves.

Net position of \$6,243,024 which includes committed funds for attainable housing and the cemetery, represents the portion available to maintain the Town's continuing obligations to citizens.

- Sales tax collections decreased \$59,473 or 2% from 2022.
- The Town's governmental funds (the General and Capital Improvement Funds) report a total ending fund balance of \$4,451,589 this year. The General Fund ending fund balance of \$3,507,097 compares to the prior year ending fund balance of \$3,319,754, an increase of \$187,343 during the current year. In 2023, \$687,119 of the remaining unassigned General Fund balance was assigned to the 2024 budget. The Capital Improvement Fund was created in 2017 by voter approval of the sale of bonds to fund streetscape improvements primarily along Grand Avenue. The ending fund balance for this fund was \$944,492 for 2023 compared to \$754,235 in 2022.

The above financial highlights are explained in more detail in the "financial analysis" section of this document.

## Overview of the Financial Statements

This Management Discussion and Analysis document introduces the Town’s basic financial statements. The basic financial statements include: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the basic financial statements. The Town also includes in this report additional information to supplement the basic financial statements. Comparative data is presented when available. All applicable tables will present comparative data for fiscal year 2023 versus fiscal year 2022.

### Government-wide Financial Statements

The Town’s annual report includes two government-wide financial statements. These statements provide both long-term and short-term information about the Town’s overall financial status. Financial reporting at this level uses a perspective like that found in the private sector with its basis in accrual accounting and elimination or reclassification of activities between funds.

The first of these government-wide statements is the ***Statement of Net Position***. This presents information that includes all the Town’s assets and liabilities, with the difference reported as *net position*. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the Town is improving or deteriorating. Evaluation of the overall fiscal health of the Town would extend to other non-financial factors such as diversification of the taxpayer base or the condition of Town infrastructure, in addition to the financial information provided in this report.

The second government-wide statement is the ***Statement of Activities***, which reports how the Town’s net position changed during the current fiscal year. All current year revenues and expenses are included regardless of when cash is received or paid. An important purpose of the design of the Statement of Activities is to show the financial reliance of the Town’s distinct activities or functions on revenues provided by the Town’s taxpayers.

Both government-wide financial statements distinguish the governmental activities of the Town that are principally supported by sales and use taxes from the business-type activities that are intended to recover all, or a significant portion, of their costs through user fees and charges. Governmental activities include general government, public safety, public works, parks and recreation, community services, and economic development. Business-type activities, through established Enterprise Funds, include the Water Department, the Marina, and the Pay-As-You-Throw (“PAYT”) trash system.

The government-wide financial statements are presented in a later section of this report.

## Fund Financial Statements

A fund is an accountability unit used to maintain control over resources segregated for specific activities or objectives. The Town uses funds to ensure and demonstrate compliance with finance-related laws and regulations. Within the basic financial statements, fund financial statements focus on the Town's most significant funds rather than the Town as a whole. Major funds are separately reported while all others are combined into a single, aggregated presentation.

### The Town has two types of funds:

**Governmental funds** are reported in the fund financial statements and encompass the same functions reported as governmental activities in the government-wide financial statements. However, the focus is very different, with fund financial statements providing a distinctive view of the Town's governmental funds. These statements report short-term fiscal accountability, focusing on the use of spendable resources available at the end of the year. They are useful in evaluating annual financing requirements of governmental programs and the commitment of spendable resources for the near term.

Since the government-wide focus includes the long-term view, comparisons between these two perspectives may provide insight into the long-term impact of short-term financing decisions. Both the governmental funds balance sheet and the governmental funds operating statement provide a reconciliation to assist in understanding the differences between these two perspectives.

The basic governmental funds financial statements are presented in a later section of this report.

**Proprietary funds** are reported in the fund financial statements and generally report services for which the Town charges customers a fee. The three Town proprietary funds: Water Fund, Marina Fund, and PAYT Fund are classified as Enterprise Funds. The Enterprise Funds essentially encompass the same functions reported as business-type activities in the government-wide statements. Services are provided to customers external to the governmental activities of the Town as described above.

The basic financial statements for the three enterprise funds are presented in a later section of this report.

### Notes to the Basic Financial Statements

The accompanying notes to the financial statements provide information essential to a full understanding of the government-wide and fund financial statements. The notes to the financial statements are included in a later section of this report.



**Supplementary Information**

Budget to actual comparisons for the Capital Improvement Fund and the Enterprise Funds are presented in the supplementary section of this report, as well as the Local Highway Finance Report.

**Financial Analysis of the Town as a Whole**

Over time, as year-to-year financial information is accumulated on a consistent basis, changes in net position may be observed and used to discuss the changing financial position of the Town as a whole.

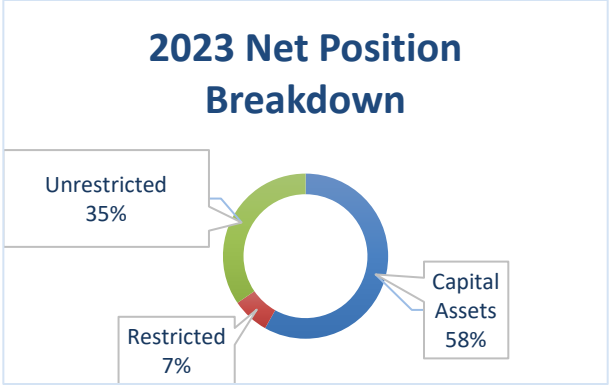
The Town’s *combined* net position at fiscal year-end is \$17,891,150. The following table provides a summary of the Town’s net position for 2023, compared to 2022.

	Net Position					
	Governmental Activities		Business Type Activities		Total	
	2023	2022	2023	2022	2023	2022
<b>Assets</b>						
Current Assets	\$ 5,210,150	\$ 5,020,524	\$3,192,607	\$3,097,637	\$ 8,402,757	\$ 8,118,161
Capital Assets	<u>14,479,486</u>	<u>14,676,106</u>	<u>2,098,162</u>	<u>2,261,598</u>	<u>16,577,648</u>	<u>16,937,704</u>
Total Assets	<u>19,689,636</u>	<u>19,696,630</u>	<u>5,290,769</u>	<u>5,359,235</u>	<u>24,980,405</u>	<u>25,055,865</u>
<b>Liabilities</b>						
Current Liabilities	326,980	544,178	123,791	141,582	450,771	685,760
Long-Term	<u>4,821,241</u>	<u>5,086,937</u>	<u>1,126,874</u>	<u>1,223,530</u>	<u>5,948,115</u>	<u>6,310,467</u>
Total Liabilities	<u>5,148,221</u>	<u>5,631,115</u>	<u>1,250,665</u>	<u>1,365,112</u>	<u>6,398,886</u>	<u>6,996,227</u>
Deferred Inflows of Resources	<u>690,369</u>	<u>644,645</u>	-	-	<u>690,369</u>	<u>644,645</u>
<b>Net Position</b>						
Net Investment in Capital Assets	9,489,941	9,592,064	910,193	1,003,652	10,400,134	10,595,716
Restricted	1,094,777	922,742	153,215	124,100	1,247,992	1,046,842
Unrestricted	<u>3,266,328</u>	<u>2,906,064</u>	<u>2,976,696</u>	<u>2,866,371</u>	<u>6,243,024</u>	<u>5,772,435</u>
Total Net Position	<u>\$ 13,851,046</u>	<u>\$ 13,420,870</u>	<u>\$ 4,040,104</u>	<u>\$ 3,994,123</u>	<u>\$ 17,891,150</u>	<u>\$ 17,414,993</u>

Total assets amounted to \$24,980,405 in the current year, a decrease of \$75,460 from the prior year total of \$25,055,865. Total liabilities of \$6,398,886, a decrease of \$597,341 from the prior year total of \$6,996,227. Total net position increased about 3% in the current fiscal year.

Current assets totaled \$8,402,757 an increase of \$284,596 and current liabilities of \$450,771 decreased by \$234,989 in the current year.

The largest portion of the Town’s net position (58%) reflects its net investment of \$10,400,134 in capital assets less the related debt used to acquire some of those assets that is still outstanding. The Town uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the Town of Grand Lake’s investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.



The Town continues to maintain a high current ratio, the current ratio compares current assets to current liabilities and is an indication of the ability to pay current obligations. The Town’s current ratio of 19:1 is an indicator of a strong liquid financial position.

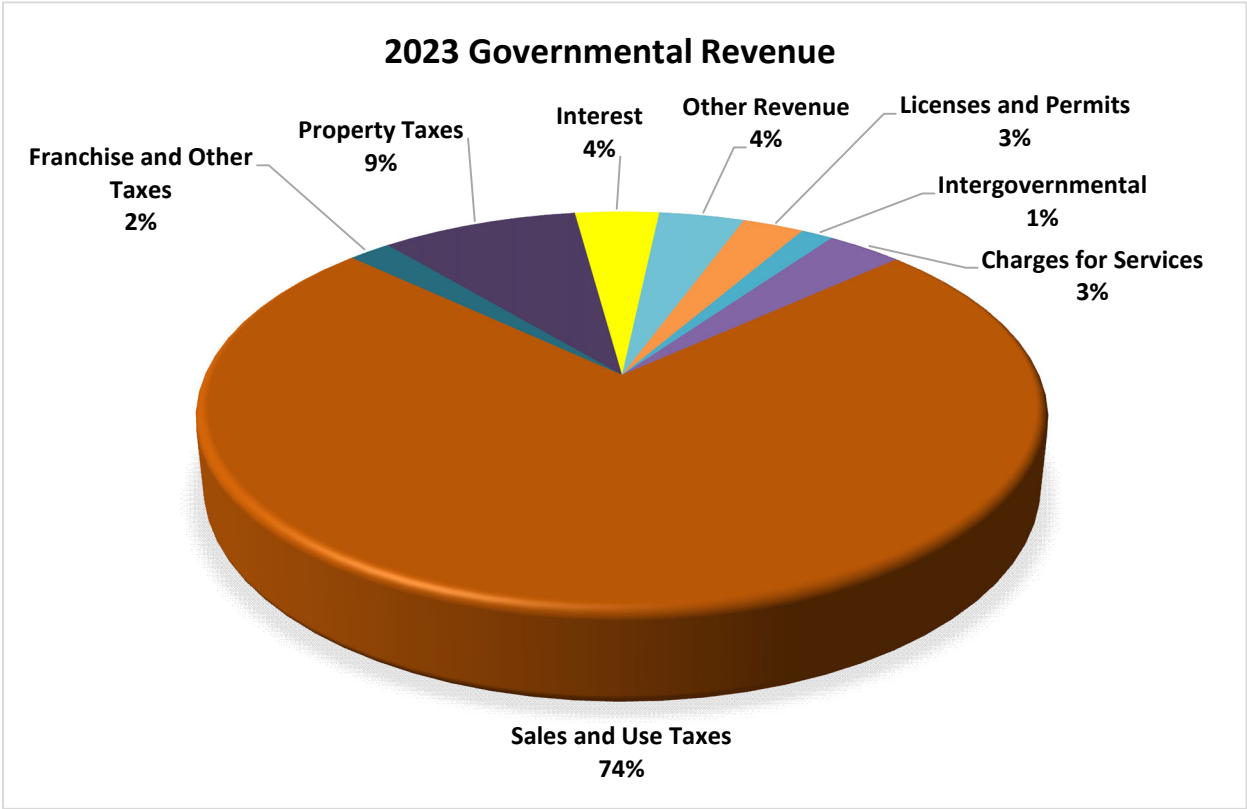
The Town reported a net position of \$13,851,046 for governmental activities. Sales and use tax revenue increased \$81,524. Governmental activities expenses increased \$237,189 mainly in the areas of public works, public safety, park and the Grand Lake Center. The Water Enterprise net position increased \$102,925. The net position for the Marina Enterprise decreased \$65,165. Marina operating expenses were \$518,065 this year compared to \$499,545 in 2022, a 4% increase. This is due to increased personnel and operating costs. The PAYT Enterprise saw a net position increase of \$8,221. PAYT sales this year were \$68,214 compared to \$76,671 in 2022.

The following table provides a summary of the Town’s changes in net position for 2023, with a comparison to 2022.

	Changes in Net Position					
	Governmental Activities		Business Type Activities		Total	
	2023	2022	2023	2022	2023	2022
<b>Revenues</b>						
Program Revenues						
Permits, Fees, Fines and Charges For Services	\$ 293,331	\$ 269,123	\$ 1,192,101	\$ 1,147,288	\$ 1,485,432	\$ 1,416,411
Operating Grants and Contributions	75,008	118,395	-	-	75,008	118,395
Capital Grants and Contributions	-	1,566,286	110,500	93,449	110,500	1,659,735
General Revenues						
Taxes	4,013,804	3,935,959	-	-	4,013,804	3,935,959
Net Investment Income	180,737	42,361	101,849	35,128	282,586	77,489
Other	179,461	151,366	-	-	179,461	151,366
Gain (Loss) on Disposition of Assets	-	-	-	9,551	-	9,551
<b>Total Revenues</b>	<b>4,742,341</b>	<b>6,083,490</b>	<b>1,404,450</b>	<b>1,285,416</b>	<b>6,146,791</b>	<b>7,368,906</b>
<b>Expenses</b>						
General Government	1,413,869	1,861,158	-	-	1,413,869	1,861,158
Public Safety	277,858	222,333	-	-	277,858	222,333
Public Works	1,777,858	1,330,732	-	-	1,777,858	1,330,732
Grand Lake Center	390,458	306,554	-	-	390,458	306,554
Parks	276,379	202,422	-	-	276,379	202,422
Interest/Related Costs on Long-term Debt	175,743	151,777	-	-	175,743	151,777
Water	-	-	780,411	666,296	780,411	666,296
Marina	-	-	518,065	499,545	518,065	499,545
PAYT	-	-	59,993	59,750	59,993	59,750
<b>Total Expenses</b>	<b>4,312,165</b>	<b>4,074,976</b>	<b>1,358,469</b>	<b>1,225,591</b>	<b>5,670,634</b>	<b>5,300,567</b>
<b>Change In Net Position</b>	<b>430,176</b>	<b>2,008,514</b>	<b>45,981</b>	<b>59,825</b>	<b>476,157</b>	<b>2,068,339</b>
<b>Net Position - Beginning</b>	<b>13,420,870</b>	<b>11,412,356</b>	<b>3,994,123</b>	<b>3,934,298</b>	<b>17,414,993</b>	<b>15,346,654</b>
<b>Net Position - Ending</b>	<b>\$ 13,851,046</b>	<b>\$ 13,420,870</b>	<b>\$ 4,040,104</b>	<b>\$ 3,994,123</b>	<b>\$ 17,891,150</b>	<b>\$ 17,414,993</b>

**GOVERNMENTAL REVENUES**

The Town relies heavily on sales and use taxes to support governmental operations. In 2023, sales and use taxes were 74% of total governmental revenues for the Town which increased from the 2022 calculation of 62%. Overall, governmental activities revenues decreased 22% when compared with 2022. Sales and use taxes increased \$81,524 (2%) over 2022. Grants and contributions revenue decreased \$1,609,673 from the prior year.



**GOVERNMENTAL EXPENSES**

Overall operating costs increased \$237,189 from the prior year. Public Safety accounts for approximately (6%) of the Town’s total governmental expenses and Grand Lake Center accounts for (9%), while General Government (33%) and Public Works/Parks (48%) expenses together comprise (96%) of the total governmental activity costs. The remaining (4%) of costs are attributed to interest on the Town’s long-term obligations.

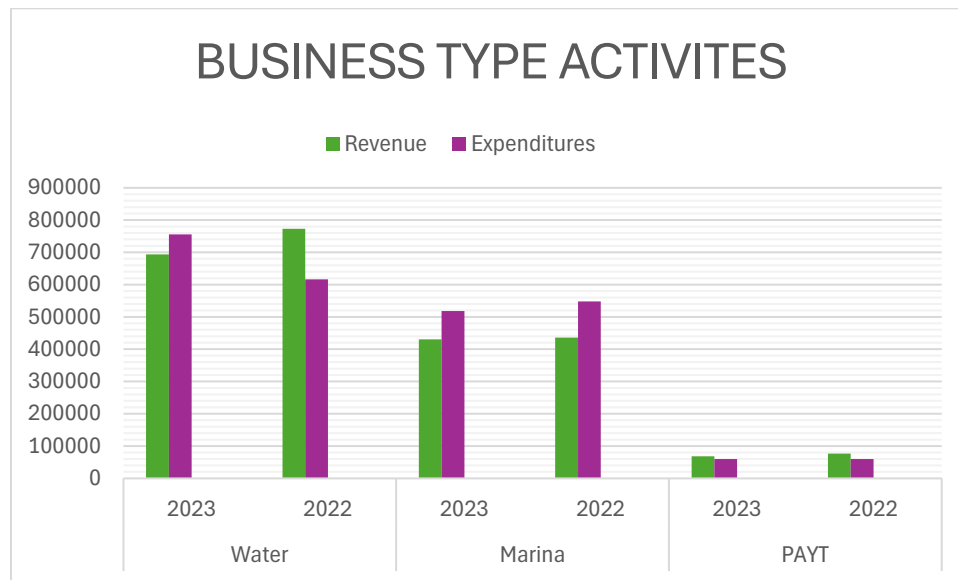
## BUSINESS-TYPE ACTIVITIES

### Revenues vs. Costs

**Water Enterprise Fund:** Operating revenues increased 2%, or \$13,802 from the prior year. Operating costs increased by \$115,494 or 18%. This business-type activity reported an operating loss of \$61,986 in the current year, compared to an operating income of \$39,706 in 2022. Increased personnel and operating cost have contributed to the increase.

**Marina Enterprise Fund:** The Marina Enterprise Fund was established in 2007. Pontoon Boats, lake tours and pedal boat rentals generated operating revenue in the amount of \$430,273, increased 10% from 2022. Operating costs were \$518,065, up \$18,420 (4%) in the current year, resulting in operating loss of \$87,792 for 2023. Increased personnel costs and fireworks celebration costs contributed to the increase.

**PAYT Enterprise Fund:** The Pay-As-You-Throw Enterprise Fund was established in August 2010. PAYT is a self-service trash disposal system. Revenues are derived from trash bags sold wholesale to various vendors for resale and from bags purchased retail by individuals directly from the Town. PAYT Enterprise reported operating revenue of \$68,214 down 11% from 2022 and expenses increased \$243, with a resulting operating income of \$8,221 for the current year.



## FINANCIAL ANALYSIS OF THE TOWN'S FUNDS

### Governmental Funds

Currently the Town has two governmental funds: The General Fund and the Capital Improvement Fund. These are reported in the fund statements with a short-term, inflow and outflow of spendable resources focus. This information is useful in assessing resources available at the end of the year in comparison with upcoming financial requirements. The General Fund reported a total ending fund balance of \$3,507,097 of which \$687,119 is intended for fiscal year 2024 expenditures. The Capital Improvement Fund reported an ending fund balance of \$944,492 of which \$663,992 is restricted for street improvements and \$280,500 is restricted for the Surplus Fund set forth in the 2017 Sales Tax Revenue Bond Indenture.

The General Fund is the Town's primary operating fund and the largest source of day-to-day service delivery. The total ending fund balance of the General Fund increased \$187,343 in 2023, compared with a fiscal year 2022 fund balance increase of \$174,703.

Total revenues in the General Fund of \$4,001,083 decreased \$840,473, about 17% less than 2022 total revenues. Grants were awarded in 2022 which contributed significantly to the previous year's higher revenue, leading to a decrease in the current year. General Fund expenditures of \$3,813,740, a decrease of \$853,113, about 18% less than the prior year. There was a substantial decrease in Capital Outlay in 2023 from 2022.

The Capital Improvement Fund is the Town's 2017 bond sales and 1% sales and use tax increase fund and accounts exclusively for the collection, debt service, maintenance and capital outlay expenditures relating to these funds. Total revenues in the Capital Improvement Fund amounted to \$741,258 an increase of \$45,467 (7%) from 2022 due to increased use tax. Expenditures from the Capital Improvement Fund totaled \$551,001, marking a \$260,415 increase from the previous year. This rise was primarily attributed to expenses related to paving and road base hauling for the Lucy Love Tract road.

### Proprietary Funds

The Town's proprietary funds provide the same type of information in the government-wide financial statements, but in more detail.

Net position of the enterprise operations on December 31, 2023, follow:

	Net Position	Change in Net Position
Water	\$ 2,887,893	\$ 102,925
Marina	966,834	(65,165)
PAYT	185,377	8,221

Factors concerning the finances of the enterprise funds have already been addressed in the discussion of the Town's business-type activities.



### Budgetary Highlights

General Fund — General Fund revenue of \$4,001,083 was \$380,503 more than the budgeted amount of \$3,620,580 (as amended). Higher than estimated revenues were realized in a number of categories. Significant and encouraging unbudgeted revenues (in the range of \$10,000 or more) were received in: Sales Tax (\$216,310), Building Use Tax (\$172,391) Specific Ownership Tax (\$10,441), Grand Lake Center (\$51,673), Franchise Tax (\$11,656), Nightly Rental License (\$34,075), and Interest (\$129,081).

The total General Fund expenditures of \$3,813,740 were under budget by \$443,208. Additional savings were due to budget management in administration (\$68,122), and parks (\$105,544).

Capital Improvement Fund — The Capital Improvement Fund was created in January 2017 to collect, account for and service debt in relation to a bond initiative (inception of this fund is discussed later in the Long-term Debt portion of this analysis). Sales and use taxes revenue was \$115,352 more than budgeted and expenditures were under budget by \$39,349.

Water Enterprise Fund — The Water Enterprise Fund revenue of \$883,336 was \$162,336 more than budgeted, water sales revenue was \$11,024 more than expected and plant investment fees (more commonly known as tap fees) were \$78,000 more than expected. Water Fund expenses of \$750,745 came in about 4% under the budgeted amount of \$784,110.

Marina Enterprise Fund — The Marina Enterprise Fund had revenues of \$452,900 were over budget by \$84,816 (23%). Marina Fund expenses of \$454,272 were under budget by \$45,426 (9%) when compared to a budget of \$499,698.

PAYT Enterprise Fund — The PAYT Enterprise Fund fell short of the budget by \$10,786, with sales reaching only \$68,214 against a budget of \$79,000. However, expenses were well managed, totaling \$59,993, which was \$32,073 (35%) less than the budgeted \$92,066. This significant underspending was primarily due to the non-utilization of the \$20,000 budget allocated for Capital Outlay. Additionally, expenditures on bags and trash services were lower than anticipated.

## Capital Assets and Debt Administration

### Capital Assets

The Town’s net investment in capital assets as of December 31, 2023, was \$9,489,941 for governmental activities and \$910,193 for business-type activities. The governmental activities capital assets include infrastructure that was first reported in 2004.

The following table provides a summary of capital asset activity.

	Governmental Activities		Business-Type Activities		Total	
	2023	2022	2023	2022	2023	2022
<b>Non-depreciable assets:</b>						
Land	\$ 2,245,719	\$ 2,245,719	\$ 2,270	\$ 2,270	\$ 2,247,989	\$ 2,247,989
CIP	798,411	3,499,361	-	-	798,411	3,499,361
Total non-depreciable	3,044,130	5,745,080	2,270	2,270	3,046,400	5,747,350
<b>Depreciable assets:</b>						
Buildings	1,524,044	1,524,044	26,935	26,935	1,550,979	1,550,979
Improvements	1,429,183	1,342,888	-	-	1,429,183	1,342,888
Equipment	2,064,837	1,891,448	455,988	412,890	2,520,825	2,304,338
Infrastructure	12,766,820	9,930,043	4,553,530	4,553,530	17,320,350	14,483,573
Marina Equipment	-	-	530,771	505,438	530,771	505,438
Total depreciable assets	17,784,884	14,688,423	5,567,224	5,498,793	23,352,108	20,187,216
Less accumulated depreciation	(6,349,528)	(5,757,397)	(3,471,332)	(3,239,465)	(9,820,860)	(8,996,862)
Book Value -						
Depreciable assets	11,435,356	8,931,026	2,095,892	2,259,328	13,531,248	11,190,354
Percentage depreciated	36%	39%	62%	59%	42%	45%
Total Book Value	\$14,479,486	\$14,676,106	\$2,098,162	\$2,261,598	\$16,577,648	\$16,937,704

On December 31, 2023, the depreciable capital assets for governmental activities were 36% depreciated. As for the Town’s business-type activities, 62% of the asset values were depreciated on December 31, 2023. Governmental activities include new equipment for Public Works, park enhancements, paving of streets, boardwalk improvements, passenger vans for the Grand Lake Center, dock replacement, and a Board Room sound system. In the business-type activities, there are additions such as a Zamboni and ice-skating hut for the Marina, along with a new truck for the Water Department.

A water rate study was conducted in 2008 in order to evaluate the implementation of the capital improvement plan that was completed in 2006. As a result of the study, the Board of Trustees adopted a 6% annual increase in water rate fees. Although the study recommended a 9% increase in order to fully implement the capital improvements recommended by the 2006 plan, the Board of Trustees approved annual increases of 6%. The increase schedule began in April

2009 and would have been effective through April 1, 2018; however, the Town opted-out of the increase for 2015 and 2017, resulting in an extension of the schedule through April 1, 2020. Currently no increases are scheduled.

**Long-term Debt**

On November 8, 2016, the citizens of Grand Lake passed a ballot question to increase sales and use tax from 4% to 5%, effective January 1, 2017, and to incur debt for the purpose of financing improvements to streets, boardwalks, sidewalks, multi-use pathways, streetscapes, signage and drainage. These bonds were sold in May 2017 and generated an additional premium of \$385,090. Debt service began in December 2017. These funds are used first to pay debt service on the bonds in, then to fund the Surplus Fund requirement of \$280,500 (as mentioned previously) and finally to operate and maintain the infrastructure installed. At the end of this year, the Town had total governmental activities bonded debt outstanding of \$3,450,000 which is being retired with the pledged revenues.

In 2021 the Town entered a certificate of participation (COP) for the purchase of the 21 acres named the Matthews property in the amount of \$1,570,000. A portion of the proceeds of the COP paid the remaining amount due on the Thomasson property lease of \$217,700. The end of year balance is \$1,299,937.

On April 9, 2018, the Town issued a note with the CWR&PDA, Drinking Water Revolving Fund, in the original amount of \$1,600,000. The proceeds of the loan were used to construct a new underground water storage tank and associated piping and appurtenances, including demolition of the current storage tank. During 2023, the Town made the required principal and interest payments on the note leaving a principal balance due of \$1,187,969 on December 31, 2023.

**Economic Factors and Next Year’s Budgets and Rates**

Grand Lake's economy relies heavily on three key factors: tourism, the housing market, and local spending, with additional support from a sizable population of second homeowners. However, the past few years have presented challenges in accurately forecasting the impacts of global, national, state, and local economic events.

Despite the unprecedented challenges of the previous years, Grand Lake remains in a strong financial position. In 2023, the 4% sales tax for the General Fund ended the year 1.83% lower, amounting to a decrease of \$47,578 compared to 2022 collections. 2022 had been a record year for sales tax revenues. 4% tax generated \$2,554,277 in revenue in 2023. The 1% Capital Improvement Fund sales tax generated \$638,569, a decrease of \$11,895 from 2022.

The Town of Grand Lake has experienced a notable increase in tourism over the past few years, particularly as more people engage in outdoor activities. Anticipating the effects of inflation, rising interest rates, and labor shortages may be challenging, but the town is prepared to adapt quickly if necessary. Rocky Mountain National Park will continue to implement reservations and

timed entry during peak hours. Interestingly, this measure did not seem to impact the local economy in previous years. However, the impact of the lack of affordable housing on businesses' ability to hire and retain employees is difficult to predict. This may result in changes to the operating hours of local businesses.

**In 2024, several factors will influence the Town of Grand Lake's economic situation:**

- \*The town will see an increase in assessed property values, which will positively impact property tax revenue.
- \*Inflation is decreasing at the national and state levels, which can affect consumer spending and business operations.
- \*Sales tax revenue is expected to remain flat in 2024, with retail sales down but lodging and restaurants showing modest growth.
- \*Labor shortage may impact businesses' ability to remain open, potentially leading to lower sales tax revenues.
- \*The town will actively pursue grant opportunities, including the Space to Create program, to support economic development.
- \*The Grand Lake Center has experienced an increase in memberships, which is anticipated to continue.
- \*Building in Grand Lake has been growing and use tax revenue is expected to continue to increase.
- \*Voters approved the retail sale of marijuana, which is expected to contribute to an increase in tax revenue.

These factors collectively contribute to the economic landscape of Grand Lake in 2024, shaping its fiscal outlook and growth potential.

**Contacting the Town's Financial Management**

This financial report is designed to provide a general overview of the Town's finances, comply with finance-related laws and regulations, and demonstrate the Town's commitment to public accountability. If you have questions about this report or would like to request additional information, contact the Town Treasurer at P.O. Box 99, Grand Lake, CO 80447.

**BASIC FINANCIAL STATEMENTS**

**TOWN OF GRAND LAKE, COLORADO**

**STATEMENT OF NET POSITION  
December 31, 2023**

	<b>Governmental Activities</b>	<b>Business-Type Activities</b>	<b>Total</b>
<b>Assets</b>			
Cash and Investments	\$ 3,439,986	\$ 3,164,470	\$ 6,604,456
Cash and Investments - Restricted	886,867	-	886,867
Receivables:			
Property Taxes	530,203	-	530,203
Sales Taxes	293,127	-	293,127
Accounts	24,611	18,312	42,923
Intergovernmental	7,335	-	7,335
Other	-	1,965	1,965
Prepaid Items	23,688	-	23,688
Inventory	4,333	7,860	12,193
Capital Assets Not Being Depreciated	3,044,130	2,270	3,046,400
Capital Assets, Net of Accumulated Depreciation	11,435,356	2,095,892	13,531,248
<b>Total Assets</b>	<b>19,689,636</b>	<b>5,290,769</b>	<b>24,980,405</b>
<b>Liabilities</b>			
Accounts Payable	29,103	6,017	35,120
Accrued Interest Payable	12,788	-	12,788
Deposits and Prepaid Fees	39,089	8,390	47,479
Noncurrent Liabilities:			
Due Within One Year	246,000	109,384	355,384
Due In More Than One Year	4,821,241	1,126,874	5,948,115
<b>Total Liabilities</b>	<b>5,148,221</b>	<b>1,250,665</b>	<b>6,398,886</b>
<b>Deferred Inflows of Resources</b>			
Unavailable Revenue - Property Tax	530,203	-	530,203
Unavailable Revenue - Use Tax	160,166	-	160,166
<b>Total Deferred Inflows of Resources</b>	<b>690,369</b>	<b>-</b>	<b>690,369</b>
<b>Net Position</b>			
Net Investment in Capital Assets	9,489,941	910,193	10,400,134
Restricted			
Parks and Open Space	46,073	-	46,073
Debt Service	267,712	153,215	420,927
Capital Projects	663,992	-	663,992
Emergency Reserves	117,000	-	117,000
Unrestricted	3,266,328	2,976,696	6,243,024
<b>Total Net Position</b>	<b>\$ 13,851,046</b>	<b>\$ 4,040,104</b>	<b>\$ 17,891,150</b>

The notes to the financial statements are an integral part of this statement.



## TOWN OF GRAND LAKE, COLORADO

STATEMENT OF ACTIVITIES  
For the Year Ended December 31, 2023

Function/Program Activities	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Permits, Fees, Fines, and Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-Type Activities	Total
<b>Governmental Activities</b>							
Administration	\$ 1,413,869	\$ 180,702	\$ 20,601	\$ -	\$ (1,212,566)	\$ -	\$ (1,212,566)
Public Safety	277,858	-	-	-	(277,858)	-	(277,858)
Public Works	1,777,858	-	45,445	-	(1,732,413)	-	(1,732,413)
Grand Lake Center	390,458	112,629	6,044	-	(271,785)	-	(271,785)
Parks	276,379	-	2,918	-	(273,461)	-	(273,461)
Interest and Related Costs on Long-term Debt	175,743	-	-	-	(175,743)	-	(175,743)
<b>Total Governmental Activities</b>	<b>4,312,165</b>	<b>293,331</b>	<b>75,008</b>	<b>-</b>	<b>(3,943,826)</b>	<b>-</b>	<b>(3,943,826)</b>
<b>Business-type Activities</b>							
Water	780,411	693,614	-	110,500	-	23,703	23,703
Marina	518,065	430,273	-	-	-	(87,792)	(87,792)
Pay As You Throw	59,993	68,214	-	-	-	8,221	8,221
<b>Total Business-type Activities</b>	<b>1,358,469</b>	<b>1,192,101</b>	<b>-</b>	<b>110,500</b>	<b>-</b>	<b>(55,868)</b>	<b>(55,868)</b>
<b>Total</b>	<b>\$ 5,670,634</b>	<b>\$ 1,485,432</b>	<b>\$ 75,008</b>	<b>\$ 110,500</b>	<b>(3,943,826)</b>	<b>(55,868)</b>	<b>(3,999,694)</b>
General Revenues:							
					398,010	-	398,010
					25,441	-	25,441
					3,498,008	-	3,498,008
					92,345	-	92,345
					180,737	101,849	282,586
					179,461	-	179,461
					<u>4,374,002</u>	<u>101,849</u>	<u>4,475,851</u>
					430,176	45,981	476,157
					<u>13,420,870</u>	<u>3,994,123</u>	<u>17,414,993</u>
					<u>\$ 13,851,046</u>	<u>\$ 4,040,104</u>	<u>\$ 17,891,150</u>

The notes to the financial statements are an integral part of this statement.

**TOWN OF GRAND LAKE, COLORADO**

**BALANCE SHEET  
GOVERNMENTAL FUNDS  
December 31, 2023**

	<b>General Fund</b>	<b>Capital Improvement Fund</b>	<b>Total Governmental Funds</b>
<b>Assets</b>			
Cash and Investments	\$ 3,439,986	\$ -	\$ 3,439,986
Cash and Investments - Restricted	-	886,867	886,867
Receivables:			
Property Taxes	530,203	-	530,203
Sales Taxes	234,502	58,625	293,127
Accounts	24,611	-	24,611
Intergovernmental	7,335	-	7,335
Prepaid Items	23,688	-	23,688
Inventory	4,333	-	4,333
<b>Total Assets</b>	<b>\$ 4,264,658</b>	<b>\$ 945,492</b>	<b>\$ 5,210,150</b>
<b>Liabilities</b>			
Accounts Payable	\$ 28,103	\$ 1,000	\$ 29,103
Deposits and Prepaid Fees	39,089	-	39,089
<b>Total Liabilities</b>	<b>67,192</b>	<b>1,000</b>	<b>68,192</b>
<b>Deferred Inflows of Resources</b>			
Unavailable Revenue - Property Tax	530,203	-	530,203
Unavailable Revenue - Use Tax	160,166	-	160,166
<b>Total Deferred Inflows of Resources</b>	<b>690,369</b>	<b>-</b>	<b>690,369</b>
<b>Fund Balances</b>			
Nonspendable	28,021	-	28,021
Restricted for:			
Emergency Reserves	117,000	-	117,000
Parks and Open Space	46,073	-	46,073
Capital Projects	-	663,992	663,992
Debt Service	-	280,500	280,500
Committed to:			
Affordable Housing	282,006	-	282,006
Cemetery Operations	119,257	-	119,257
Assigned to:			
Subsequent Year's Budget	687,119	-	687,119
Unassigned	2,227,621	-	2,227,621
<b>Total Fund Balances</b>	<b>3,507,097</b>	<b>944,492</b>	<b>4,451,589</b>
<b>Total Liabilities, Deferred Inflows of Resources and Fund Balances</b>	<b>\$ 4,264,658</b>	<b>\$ 945,492</b>	<b>\$ 5,210,150</b>

The notes to the financial statements are an integral part of this statement.

**TOWN OF GRAND LAKE, COLORADO**

**RECONCILIATION OF THE GOVERNMENTAL FUNDS  
BALANCE SHEET TO THE STATEMENT OF NET POSITION  
December 31, 2023**

<b>Total Fund Balance - Governmental Funds</b>		\$ 4,451,589
<p>Total net position reported for governmental activities in the statement of net position is different because:</p>		
<p>Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds.</p>		
Capital Assets	\$ 20,829,014	
Less Accumulated Depreciation	<u>(6,349,528)</u>	14,479,486
<p>Long-term liabilities applicable to the Town's governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. However, all liabilities - both current and long-term - are reported in the statement of net position.</p>		
<p>Balances at year-end are:</p>		
Sales Tax Bonds	(3,450,000)	
Premium on Sales Tax Bonds	(239,608)	
Certificates of Participation	(1,299,937)	
Compensated Absences	<u>(77,696)</u>	(5,067,241)
<p>Interest on long-term debt is not accrued in the funds, but rather is recognized as an expenditure when due</p>		<u>(12,788)</u>
<b>Net Position - Governmental Activities</b>		<u><u>\$ 13,851,046</u></u>

The notes to the financial statements are an integral part of this statement.

## TOWN OF GRAND LAKE, COLORADO

**STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES**  
**GOVERNMENTAL FUNDS**  
**For the Year Ended December 31, 2023**

	General Fund	Capital Improvement Fund	Total Governmental Funds
<b>Revenues</b>			
Taxes	\$ 3,314,202	\$ 699,602	\$ 4,013,804
Licenses and Permits	132,216	-	132,216
Intergovernmental	68,964	-	68,964
Charges for Services	162,899	-	162,899
Fines and Forfeitures	1,760	-	1,760
Fees and Leases	2,500	-	2,500
Net Investment Income	139,081	41,656	180,737
Other Revenue	150,331	-	150,331
Proceeds from Sale of Assets	29,130	-	29,130
<b>Total Revenues</b>	<b>4,001,083</b>	<b>741,258</b>	<b>4,742,341</b>
<b>Expenditures</b>			
Current			
Boards and Committees	226,717	-	226,717
Administration	1,142,149	-	1,142,149
Public Safety	277,858	-	277,858
Public Works	1,073,296	-	1,073,296
Grand Lake Center	382,657	-	382,657
Parks	180,220	-	180,220
Capital Outlay	401,230	273,951	675,181
Debt service			
Principal	90,000	120,000	210,000
Interest and Fees	39,613	157,050	196,663
<b>Total Expenditures</b>	<b>3,813,740</b>	<b>551,001</b>	<b>4,364,741</b>
<b>Net Change in Fund Balances</b>	<b>187,343</b>	<b>190,257</b>	<b>377,600</b>
<b>Fund Balances - Beginning</b>	<b>3,319,754</b>	<b>754,235</b>	<b>4,073,989</b>
<b>Fund Balances - Ending</b>	<b>\$ 3,507,097</b>	<b>\$ 944,492</b>	<b>\$ 4,451,589</b>

The notes to the financial statements are an integral part of this statement.

**TOWN OF GRAND LAKE, COLORADO**

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
For the Year Ended December 31, 2023**

<b>Net Change in Fund Balances - Governmental Funds</b>	<b>\$</b>	<b>377,600</b>
<p>Amounts reported for governmental activities in the statement of activities are different because:</p> <p>Governmental funds report capital outlays as expenditures. In the statement of activities capital outlay is not reported as an expenditure. However, the statement of activities will report as depreciation expense the allocation of the cost of any depreciable asset over the estimated useful life of the asset.</p>		
Capital Outlay	\$ 655,518	
Depreciation	<u>(852,138)</u>	(196,620)
<p>Long-term debt (e.g., issuance of bonds, notes) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.</p>		
Principal Payment - Sales Tax Bonds	120,000	
Principal payment - Certificates of Participation	<u>90,000</u>	210,000
<p>Interest expense in the statement of activities differs from the amount reported in governmental funds because of additional accrued and accreted interest, amortization of bond premiums, issue costs and refunding losses.</p>		
Decrease in accrued interest on long-term debt	300	
Amortization of premium on bonds	<u>20,620</u>	20,920
<p>Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds.</p>		
Adjustment to compensated absences liability		<u>18,276</u>
<b>Change in Net Position - Governmental Activities</b>	<b>\$</b>	<b><u><u>430,176</u></u></b>

**TOWN OF GRAND LAKE, COLORADO**

**GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL  
For the Year Ended December 31, 2023  
(With Comparative Totals for December 31, 2022)**

	<u>Original Budget</u>	<u>Final Budget</u>	<u>Actual Amounts</u>	<u>Variance with Final Budget</u>	<u>2022 Actual</u>
<b>Revenues</b>					
<b>Taxes</b>					
Property Tax	\$ 396,973	\$ 396,973	\$ 398,010	\$ 1,037	\$ 401,485
Specific Ownership Tax	15,000	15,000	25,441	10,441	24,660
General Sales Tax	2,337,967	2,337,967	2,554,277	216,310	2,601,855
Building Use Tax	25,000	25,000	197,391	172,391	56,281
Motor Vehicle Use Tax	40,000	40,000	46,738	6,738	75,175
Cigarette Tax	3,000	3,000	5,689	2,689	2,952
Franchise Tax	75,000	75,000	86,656	11,656	90,378
Subtotal Taxes	<u>2,892,940</u>	<u>2,892,940</u>	<u>3,314,202</u>	<u>421,262</u>	<u>3,252,786</u>
<b>Licenses &amp; Permits</b>					
Business Licenses	30,000	30,000	36,044	6,044	28,837
Rental Licenses	50,000	50,000	84,075	34,075	73,522
Liquor License	3,750	3,750	8,494	4,744	9,845
Other Licenses	3,175	3,175	3,603	428	4,275
Subtotal Licenses & Permits	<u>86,925</u>	<u>86,925</u>	<u>132,216</u>	<u>45,291</u>	<u>116,479</u>
<b>Intergovernmental</b>					
County Road and Bridge	9,520	9,520	9,372	(148)	9,520
Grants	250,000	250,000	20,601	(229,399)	1,083,734
Highway Users Tax	31,952	31,952	32,716	764	33,097
Conservation Trust Fund	3,000	3,000	2,918	(82)	2,603
Other Intergovernmental	1,000	1,000	3,357	2,357	2,198
Subtotal Intergovernmental	<u>295,472</u>	<u>295,472</u>	<u>68,964</u>	<u>(226,508)</u>	<u>1,131,152</u>
<b>Charges for Services</b>					
Attainable Housing Fee	2,000	2,000	8,837	6,837	22,184
Zoning and Subdivision Review	2,000	2,000	6,537	4,537	3,875
Cemetery	18,000	18,000	13,125	(4,875)	18,240
Grand Lake Center	67,000	67,000	118,673	51,673	99,823
Other Charges for Services	11,000	11,000	15,727	4,727	13,203
Subtotal Charges for Services	<u>100,000</u>	<u>100,000</u>	<u>162,899</u>	<u>62,899</u>	<u>157,325</u>
<b>Fines and Forfeitures</b>	1,500	1,500	1,760	260	205
<b>Fees and Leases</b>	2,500	2,500	2,500	-	2,500
<b>Net Investment Income</b>	10,000	10,000	139,081	129,081	29,743
<b>Other Revenue</b>	4,002	206,243	150,331	(55,912)	151,366
<b>Proceeds from Sale of Assets</b>	25,000	25,000	29,130	4,130	-
<b>Total Revenues</b>	<u>\$ 3,418,339</u>	<u>\$ 3,620,580</u>	<u>\$ 4,001,083</u>	<u>\$ 380,503</u>	<u>\$ 4,841,556</u>

(Continued)



**TOWN OF GRAND LAKE, COLORADO**

**GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL  
For the Year Ended December 31, 2023  
(With Comparative Totals for December 31, 2022)**

(Continued)

<b>Expenditures</b>	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual Amounts</b>	<b>Variance with Final Budget</b>	<b>2022 Actual</b>
<b>Current:</b>					
<b>Boards and Committees</b>					
Board of Trustees	\$ 111,950	\$ 111,950	\$ 112,301	\$ (351)	\$ 217,117
Cemetery Committee	8,000	8,000	261	7,739	11,335
Planning Commission & Board of Adjustment	41,600	41,600	43,915	(2,315)	91,717
Greenways Committee	68,918	68,918	70,240	(1,322)	57,088
Subtotal Boards and Committees	230,468	230,468	226,717	3,751	377,257
<b>Administration</b>					
Personnel	553,839	613,839	582,645	31,194	525,127
Supplies	40,000	40,000	52,544	(12,544)	37,823
Repairs and Maintenance	17,200	17,200	18,525	(1,325)	7,747
Purchased Services	66,350	66,350	53,575	12,775	58,501
Utility Services	20,500	20,500	29,405	(8,905)	22,073
Professional Services	49,000	49,000	57,259	(8,259)	52,500
Marketing	161,732	161,732	160,748	984	204,370
Transit	-	50,000	-	50,000	-
Economic Development Grants	135,000	135,000	135,000	-	32,200
Other	56,650	56,650	52,448	4,202	41,367
Subtotal Administration	1,100,271	1,210,271	1,142,149	68,122	981,708
<b>Public Safety</b>					
Purchased Services	277,858	277,858	277,858	-	222,333
Subtotal Public Safety	277,858	277,858	277,858	-	222,333
<b>Public Works</b>					
Personnel	568,710	610,398	677,408	(67,010)	524,473
Supplies	23,000	23,000	22,482	518	6,900
Repairs and Maintenance	275,500	275,500	253,802	21,698	139,078
Purchased Services	22,440	22,440	27,454	(5,014)	30,291
Utility Services	43,700	43,700	36,069	7,631	34,520
Professional Services	5,000	5,000	-	5,000	285
Other	10,000	60,000	56,081	3,919	40,867
Subtotal Public Works	\$ 948,350	\$ 1,040,038	\$ 1,073,296	\$ (33,258)	\$ 776,414

(Continued)

**TOWN OF GRAND LAKE, COLORADO**

**GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES  
AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL  
For the Year Ended December 31, 2023  
(With Comparative Totals for December 31, 2022)**

(Continued)

Expenditures (continued)	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget	2022 Actual
<b>Grand Lake Center</b>					
Personnel	\$ 205,640	\$ 218,060	\$ 221,726	\$ (3,666)	\$ 181,020
Supplies	5,700	5,700	6,219	(519)	6,321
Repairs and Maintenance	47,458	47,458	50,455	(2,997)	11,020
Utility Services	43,300	43,300	32,605	10,695	35,931
Professional Services	5,600	5,600	15,233	(9,633)	11,186
Other	47,300	52,300	56,419	(4,119)	59,736
Subtotal Grand Lake Center	<u>354,998</u>	<u>372,418</u>	<u>382,657</u>	<u>(10,239)</u>	<u>305,214</u>
<b>Parks</b>					
Personnel	79,464	79,464	-	79,464	63,647
Supplies	42,500	42,500	37,963	4,537	36,734
Repairs and Maintenance	129,760	129,760	92,643	37,117	17,985
Utility Services	24,040	24,040	29,295	(5,255)	26,013
Other	10,000	10,000	20,319	(10,319)	6,972
Subtotal Parks	<u>285,764</u>	<u>285,764</u>	<u>180,220</u>	<u>105,544</u>	<u>151,351</u>
<b>Capital Outlay</b>	<u>527,500</u>	<u>710,516</u>	<u>401,230</u>	<u>309,286</u>	<u>1,540,891</u>
<b>Debt service</b>					
Lease Principal	90,000	90,000	90,000	-	264,856
Lease Interest	39,615	39,615	39,613	2	46,829
Lease Issue Costs	-	-	-	-	-
Subtotal Debt Service	<u>129,615</u>	<u>129,615</u>	<u>129,613</u>	<u>2</u>	<u>311,685</u>
<b>Total Expenditures</b>	<u>3,854,824</u>	<u>4,256,948</u>	<u>3,813,740</u>	<u>443,208</u>	<u>4,666,853</u>
<b>Net Change in Fund Balance</b>	(436,485)	(636,368)	187,343	823,711	174,703
<b>Fund Balance - Beginning</b>	2,237,132	2,237,132	3,319,754	1,082,622	3,145,051
<b>Fund Balance - Ending</b>	<u>\$ 1,800,647</u>	<u>\$ 1,600,764</u>	<u>\$ 3,507,097</u>	<u>\$ 1,906,333</u>	<u>\$ 3,319,754</u>

The notes to the financial statements are an integral part of this statement.

## TOWN OF GRAND LAKE, COLORADO

**STATEMENT OF NET POSITION**  
**PROPRIETARY FUNDS**  
**December 31, 2023**

	<b>Business-type Activities - Enterprise Funds</b>			<b>Total</b>
	<b>Water</b>	<b>Marina</b>	<b>Pay As You Throw</b>	
<b>Assets</b>				
<b>Current Assets</b>				
Cash and Investments	\$ 2,207,255	\$ 781,591	\$ 175,624	\$ 3,164,470
Accounts Receivable	14,412	-	3,900	18,312
Other Receivables	1,965	-	-	1,965
Inventory	-	-	7,860	7,860
<b>Total Current Assets</b>	<b>2,223,632</b>	<b>781,591</b>	<b>187,384</b>	<b>3,192,607</b>
<b>Noncurrent Assets</b>				
Capital Assets Not Being Depreciated	2,270	-	-	2,270
Capital Assets, Net of Accumulated Depreciation	1,906,446	189,446	-	2,095,892
<b>Total Noncurrent Assets</b>	<b>1,908,716</b>	<b>189,446</b>	<b>-</b>	<b>2,098,162</b>
<b>Total Assets</b>	<b>4,132,348</b>	<b>971,037</b>	<b>187,384</b>	<b>5,290,769</b>
<b>Liabilities</b>				
<b>Current Liabilities</b>				
Accounts Payable	3,143	867	2,007	6,017
Compensated Absences	36,300	1,700	-	38,000
Prepaid Fees	8,390	-	-	8,390
Note Payable - Current	71,384	-	-	71,384
<b>Total Current Liabilities</b>	<b>119,217</b>	<b>2,567</b>	<b>2,007</b>	<b>123,791</b>
<b>Noncurrent Liabilities</b>				
Compensated Absences	8,653	1,636	-	10,289
Note Payable	1,116,585	-	-	1,116,585
<b>Total Noncurrent Liabilities</b>	<b>1,125,238</b>	<b>1,636</b>	<b>-</b>	<b>1,126,874</b>
<b>Total Liabilities</b>	<b>1,244,455</b>	<b>4,203</b>	<b>2,007</b>	<b>1,250,665</b>
<b>Net Position</b>				
Net Investment in Capital Assets	720,747	189,446	-	910,193
Restricted for Debt Service	153,215	-	-	153,215
Unrestricted	2,013,931	777,388	185,377	2,976,696
<b>Total Net Position</b>	<b>\$ 2,887,893</b>	<b>\$ 966,834</b>	<b>\$ 185,377</b>	<b>\$ 4,040,104</b>

The notes to the financial statements are an integral part of this statement.

## TOWN OF GRAND LAKE, COLORADO

**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION  
PROPRIETARY FUNDS  
For the Year Ended December 31, 2023**

	<b>Business-type Activities - Enterprise Funds</b>			<b>Total</b>
	<b>Water</b>	<b>Marina</b>	<b>Pay As You Throw</b>	
<b>Operating Revenues</b>				
Charges for Sales and Services				
Water Sales	\$ 686,024	\$ -	\$ -	\$ 686,024
Marina Rentals	-	430,273	-	430,273
PAYT Bag Sales	-	-	68,214	68,214
Other	7,590	-	-	7,590
Total Operating Revenues	<u>693,614</u>	<u>430,273</u>	<u>68,214</u>	<u>1,192,101</u>
<b>Operating Expenses</b>				
Personnel	449,877	238,452	-	688,329
Operations	162,982	190,487	59,993	413,462
Depreciation	142,741	89,126	-	231,867
Total Operating Expenses	<u>755,600</u>	<u>518,065</u>	<u>59,993</u>	<u>1,333,658</u>
<b>Operating Income</b>	<u>(61,986)</u>	<u>(87,792)</u>	<u>8,221</u>	<u>(141,557)</u>
<b>Nonoperating Revenues (Expenses)</b>				
Net Investment Income	79,222	22,627	-	101,849
Interest Expense	(24,811)	-	-	(24,811)
Total Nonoperating Revenues (Expenses)	<u>54,411</u>	<u>22,627</u>	<u>-</u>	<u>77,038</u>
<b>Income Before Capital Contributions</b>	<u>(7,575)</u>	<u>(65,165)</u>	<u>8,221</u>	<u>(64,519)</u>
Capital Contributions - Tap Fees	110,500	-	-	110,500
<b>Change In Net Position</b>	102,925	(65,165)	8,221	45,981
<b>Net Position - Beginning</b>	2,784,968	1,031,999	177,156	3,994,123
<b>Net Position - Ending</b>	<u>\$ 2,887,893</u>	<u>\$ 966,834</u>	<u>\$ 185,377</u>	<u>\$ 4,040,104</u>

The notes to the financial statements are an integral part of this statement.

## TOWN OF GRAND LAKE, COLORADO

STATEMENT OF CASH FLOWS  
PROPRIETARY FUNDS

For the Year Ended December 31, 2023

	Business-type Activities - Enterprise Funds			Total
	Water	Marina	Pay As You Throw	
<b>Cash Flows from Operating Activities</b>				
Cash Received from Customers	\$ 693,279	\$ 430,273	\$ 69,114	\$ 1,192,666
Cash Payments to Suppliers for Goods and Services	(207,210)	(192,435)	(61,272)	(460,917)
Cash Payments to Employees for Services	(447,312)	(237,189)	-	(684,501)
Net Cash Provided by Operating Activities	38,757	649	7,842	47,248
<b>Cash Flows from Capital and Related Financing Activities</b>				
Capital Contributions	110,500	-	-	110,500
Acquisition and Construction of Capital Assets	(43,098)	(25,333)	-	(68,431)
Principal Paid on Long-Term Debt	(69,977)	-	-	(69,977)
Interest Paid on Long-Term Debt	(24,811)	-	-	(24,811)
Net Cash Provided (Used) by Capital and Related Financing Activities	(27,386)	(25,333)	-	(52,719)
<b>Cash Flows from Investing Activities</b>				
Net Investment Income	79,222	22,627	-	101,849
<b>Net Increase (Decrease) In Cash and Cash Equivalents</b>	90,593	(2,057)	7,842	96,378
<b>Cash and Cash Equivalents - Beginning</b>	2,116,662	783,648	167,782	3,068,092
<b>Cash and Cash Equivalents - Ending</b>	\$ 2,207,255	\$ 781,591	\$ 175,624	\$ 3,164,470
<b>Reconciliation of Operating Income to Net Cash Provided by Operating Activities:</b>				
Operating Income	\$ (61,986)	\$ (87,792)	\$ 8,221	\$ (141,557)
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities				
Depreciation	142,741	89,126	-	231,867
Effect of Changes In Operating Assets and Liabilities				
Accounts Receivable	4,313	-	900	5,213
Inventory	-	-	(1,840)	(1,840)
Other Receivables	(1,965)	-	-	(1,965)
Accounts Payable	(44,228)	(1,948)	561	(45,615)
Compensated Absences	2,565	1,263	-	3,828
Deferred Revenue	(2,683)	-	-	(2,683)
Total Adjustments	100,743	88,441	(379)	188,805
Net Cash Provided by Operating Activities	\$ 38,757	\$ 649	\$ 7,842	\$ 47,248

The notes to the financial statements are an integral part of this statement.

**NOTES TO THE FINANCIAL STATEMENTS  
December 31, 2023****NOTE 1 REPORTING ENTITY**

The Town of Grand Lake, Colorado (the Town) was incorporated on June 9, 1944 in Grand County, Colorado and is governed by a seven-member elected Board of Trustees. The Town provides public works (roads and streets), trash, parks and recreation, water, and general administrative services. The Town contracts with Grand County for police protection services. Fire protection is provided by the Grand Lake Fire Protection District. Sanitary sewer services are provided by the Three Lakes Water and Sanitation District.

The Town follows the Governmental Accounting Standards Board (GASB) accounting pronouncements, which provide guidance for determining which governmental activities, organizations, and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens and fiscal dependency.

The reporting entity consists of (a) the primary government, i.e., the Town, and (b) organizations for which the Town is financially accountable. The Town is considered financially accountable for legally separate organizations if it is able to appoint a voting majority of an organization's governing body and is either able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the Town. Organizations for which the nature and significance of their relationship with the Town are such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete are also included in the reporting entity.

Based upon the above criteria, the Town is not financially accountable for any other organization, nor is the Town a component unit of any other primary governmental entity.

**NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The more significant accounting policies of the Town are described as follows:

**Government-wide and Fund Financial Statements**

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all the activities of the Town. Governmental activities, which normally are supported by taxes and intergovernmental



**NOTES TO THE FINANCIAL STATEMENTS**  
**December 31, 2023**

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revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support.

The statement of net position reports all financial and capital resources of the Town. The difference between the sum of assets and deferred outflows and the sum of liabilities and deferred inflows is reported as net position.

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for governmental funds and proprietary funds. Major individual governmental funds and major individual enterprise funds are reported in separate columns in the fund financial statements.

**Measurement Focus, Basis of Accounting and Financial Statement Presentation**

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met. Depreciation is computed and recorded as an operating expense. Expenditures for capital assets are shown as increases in assets and redemption of bonds and notes are recorded as a reduction in liabilities.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Town considers revenues to be available if they are collected within 60 days after year-end. The major sources of revenue susceptible to accrual are property, sales and franchise taxes. All other revenue items are considered to be measurable and available only when cash is received by the Town. Expenditures are recorded when the related fund liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only

**NOTES TO THE FINANCIAL STATEMENTS**  
**December 31, 2023**

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when payment is due. General capital asset acquisitions are reported as expenditures in governmental funds.

The Town reports the following major governmental funds:

The *General Fund* is the Town's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The *Capital Improvement Fund* (a capital projects fund) accounts for the proceeds of the Town's 2017 Sales Tax Revenue Bonds and the additional 1% sales tax approved by the voters in November 2016 restricted to construction and maintenance of the Town's roads and repayment of the 2017 Bonds.

The Town reports the following major enterprise funds:

The *Water Fund* accounts for revenues and expenses associated with providing water services to Town residents.

The *Marina Fund* accounts for revenues and expenses associated with providing recreational activities to Town residents and visitors at the Town's Headwaters Marina.

The *Pay As You Throw Fund* was established in August 2010 and is used to account for revenues and expenses associated with providing trash service to the Town's residents.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are charges between the Town's enterprise functions and various other functions of government. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Proprietary funds distinguish between operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the Town's enterprise funds are charges to customers for sales and services. Operating expenses for enterprise funds include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses. The Town's water fund recognizes as capital contributions the entire portion of tap fees, as they are intended to recover the cost of the capital investment in the water distribution system.

**NOTES TO THE FINANCIAL STATEMENTS**  
**December 31, 2023**

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**Pooled Cash and Investments**

The Town follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a single bank account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each fund's average equity balance in the total cash and investments.

Cash and investments are presented in the basic financial statements at fair value.

For purposes of the statement of cash flows, the Town considers all highly liquid investments (including restricted assets) with a maturity when purchased of three months or less and all local government investment pools to be cash equivalents.

**Restricted Assets**

Cash and investments whose use is restricted for bonded debt service by debt indentures are segregated on the government-wide statement of net position and the fund balance sheets.

**Property Taxes**

Property taxes are levied by the Town's Board of Trustees. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the Town.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflow of resources in the year they are levied and measurable. The unearned property tax revenues are recorded as revenue in the year they are available or collected.

**Inventories**

Inventories are valued at cost using the first-in/first-out (FIFO) method and consist of fuel and expendable supplies. The cost of such inventories is recorded as expenditures/expenses when consumed rather than when purchased.

NOTES TO THE FINANCIAL STATEMENTS  
December 31, 2023

**Capital Assets**

Capital assets, which include property, plant, equipment and infrastructure assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. The Town currently capitalizes expenditures that cost more than \$5,000 and have a life of one year or more. Such capital assets are recorded at historical cost or at estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

Public domain assets consisting of roads, bridges, curbs and gutters, streets and sidewalks, drainage systems and lighting systems are examples of infrastructure assets. Infrastructure assets are distinguished from other capital assets because their useful life often extends beyond most other capital assets and are stationary in nature. General infrastructure assets are those associated with or arising from governmental activities. Generally accepted accounting principles require the Town to report general infrastructure assets obtained subsequent to January 1, 2004, but allows the Town to retroactively capitalize general infrastructure assets obtained prior to that date. The Town elected to not report general infrastructure assets retroactively.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed and depreciated over their remaining useful lives.

Capital assets of the Town are depreciated, using the straight-line method over their estimated useful lives:

Infrastructure:	
Bridges	40 years
Roads	20 years
Parking Lots	20 years
Storm Drainage Systems	20 years
Buildings	40 – 75 years
Buildings Improvements	20 – 75 years
Water Distribution Systems	30 years
Water Storage Facilities	30 – 55 years
Vehicles, Machinery and Equipment	5 – 7 years

**NOTES TO THE FINANCIAL STATEMENTS**  
**December 31, 2023**

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**Deferred Outflows/Inflows of Resources**

In addition to assets, the statement of financial position/balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and thus, will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position/balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Town reports unavailable revenue for property taxes to be collected in the subsequent period and building use tax that is subject to refund and therefore not yet available.

**Compensated Absences**

During 2022, the Town adopted a Paid Time Off (PTO) benefit program to replace the vacation, holiday, and compensatory time benefit programs. Full-time non-exempt employees and exempt employees accrue Paid Time Off (PTO) at the rate of 10 hours per pay period. Full-time employees may bank up to 328 hours of PTO. Certain part-time employees accrue PTO at the rate of 3 hours per pay period and may bank up to 100 hours of PTO. PTO may be used at the request of the employee and at the convenience of the Town. For employees hired prior to February 14, 2022, employees had the option to convert their sick leave balances to PTO hours on a 2-for-1 basis or leave their balances intact.

Upon termination, employees are paid for all accrued PTO. For separating employees hired before February 14, 2022, sick leave is paid at two hours for one.

Accumulated unpaid PTO and sick leave amounts are accrued as a liability as the benefits are earned, if the employees' rights to receive compensation are attributable to services already rendered, and it is probable that the employer will compensate employees for the benefits through paid time off or some other means. The total compensated absence liability is reported on the government-wide financial statements. Governmental funds report the compensated liability at the fund reporting level only when due. Proprietary funds report the liability when incurred.

**NOTES TO THE FINANCIAL STATEMENTS**  
**December 31, 2023**

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**Long-term Obligations**

In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities or proprietary fund type statement of net position. Bond premiums and discounts are deferred and amortized over the term of the bonds. The balance of these deferrals is combined with the corresponding long-term debt in the financial statements.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, even if withheld from the actual new proceeds received, are reported as debt service expenditures.

**Net Position and Fund Equity**Net Position

The government-wide financial statements utilize a net position presentation. Net position is categorized as net investment in capital assets, restricted and unrestricted.

Net investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of bonds, mortgages, notes or other borrowings that are attributable to the acquisition, construction or improvement of those assets.

Restricted Net Position is subject to restrictions by creditors, grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provision or enabling legislation.

Unrestricted net position represents assets that do not have any third-party limitations on their use.

For government-wide presentation purposes, when both restricted and unrestricted resources are available for use, it is the Town's practice to use restricted resources first, then unrestricted resources as they are needed.

NOTES TO THE FINANCIAL STATEMENTS  
December 31, 2023

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Fund Balances

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned.

Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

*Nonspendable fund balance* – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

*Restricted fund balance* – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

The Town reports the following Restricted Fund Balances:

Restricted for TABOR Emergencies – Emergency reserves have been provided for as required by Article X, Section 20 of the Constitution of the State of Colorado (see Note 10).

Restricted for Parks and Open Space – Represents the balance of funds remaining from the Conservation Trust (State Lottery) Fund proceeds.

Restricted for Capital Projects – Represents funds restricted for road improvements pursuant to the November 2016 election.

Restricted for Debt Service – Represents the portion of fund balance that is legally restricted to payment of principal and interest on long-term debt maturing in future years.

*Committed fund balance* – The portion of fund balance that can be used only for the specific purposes determined by a formal action of the Town's highest level of decision-making authority. The Board of Trustees is the highest level of decision-making authority for the Town that can, by adoption of an ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a

**NOTES TO THE FINANCIAL STATEMENTS**  
**December 31, 2023**

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similar action is taken (the adoption of another ordinance) to remove or revise the limitation.

The following fund balances are committed:

Affordable Housing – Represents the accumulation of funds collected by the Town from affordable housing fees. The funds are to be utilized for the purpose of providing affordable housing.

Cemetery Operations – committed to the operations of the Grand Lake Cemetery.

*Assigned fund balance* – The portion of fund balance that reflects the Town's intended use of resources as determined by the Board of Trustees. These amounts are constrained by the Town's intent to be used for specific purposes, but do not meet the criteria to be classified as committed. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.

The following fund balances are assigned:

Subsequent Year's Budget – Represents the gap between estimated revenue and appropriations in the subsequent year's appropriated budget.

*Unassigned fund balance* – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the Town's practice to use the most restrictive classification first.

### **Use of Estimates**

The preparation of financial statements, in conformity with generally accepted accounting principles, requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. An example of such an estimate that has been made by management is depreciation expense.



NOTES TO THE FINANCIAL STATEMENTS  
December 31, 2023

**NOTE 3 BUDGETARY INFORMATION**

Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP) for all governmental funds. The enterprise funds adopt budgets on the Non-GAAP basis wherein tap fees are recognized as revenue, principal payments on debt and capital expenditures are recognized as expenditures, and depreciation expense is not budgeted. All annual appropriations lapse at fiscal year-end. Not later than the first regular meeting in September, the Town Manager submits a proposed operating budget for the fiscal year commencing the following January 1 to the Board of Trustees. The operating budget for all budgeted funds includes proposed expenditures and the means of financing. Public hearings are held at the regular Trustee meetings to obtain taxpayer input. Prior to December 15, the budget is legally enacted through passage of a budget resolution. The appropriation can only be modified upon completion of notification and publication requirements.

The Town amended its annual budget for the year ended December 31, 2023.

**NOTE 4 CASH AND INVESTMENTS**

Cash and investments as of December 31, 2023, are classified in the accompanying financial statements as follows:

	<b>Governmental Activities</b>	<b>Business- type Activities</b>	<b>Total</b>
Cash and Investments	\$ 3,439,986	\$ 3,164,470	\$ 6,604,456
Cash and Investments - Restricted	886,867	-	886,867
Total	<u>\$ 4,326,853</u>	<u>\$ 3,164,470</u>	<u>\$ 7,491,323</u>

Cash and investments as of December 31, 2023, consist of the following:

	<b>Governmental Activities</b>	<b>Business- type Activities</b>	<b>Total</b>
On-hand	\$ 200	\$ 50	\$ 250
Deposits with Financial Institutions	410,026	1,012,891	1,422,917
Investments	3,916,627	2,151,529	6,068,156
Total	<u>\$ 4,326,853</u>	<u>\$ 3,164,470</u>	<u>\$ 7,491,323</u>

**NOTES TO THE FINANCIAL STATEMENTS**  
**December 31, 2023****Cash Deposits**Custodial credit risk

Custodial risk for deposits is the risk that, in the event of a failure of a depository financial institution, the Town will not be able to recover its deposits or will not be able to recover collateral securities that are in possession of an outside party.

The Colorado Public Deposit Protection Act (PDPA) governs the investment of public funds. PDPA requires that all units of local government deposit cash in eligible public depositories. State regulators determine eligibility. Amounts on deposit in excess of federal insurance levels (\$250,000) must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least equal to 102% of the aggregate uninsured deposits. The institution's internal records identify the collateral by depositor and as such, these deposits are considered to be uninsured but collateralized.

The State Regulatory Commissions for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

At December 31, 2023, the Town's cash deposits had a bank balance of \$1,496,557 and a carrying balance of \$1,422,917. At December 31, 2023, the Town's deposits were both insured by federal depository insurance and collateralized with securities held by third parties not in the Town's name, and consequently were not exposed to custodial credit risk.

**Investments**

The Town has not adopted a formal investment policy; however, the Town follows state statutes regarding investments.

The Town generally limits its concentration of investments to obligations of the United States, certain U.S. government agency securities and Local Government Investment Pools, which are believed to have minimal credit risk, minimal interest rate risk and no foreign currency risk. Additionally, the Town is not subject to concentration risk disclosure requirements or subject to investment custodial credit risk for investments that are in the possession of another party.

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the Board of Trustees, such actions are generally associated with a debt service reserve or sinking fund requirements.

NOTES TO THE FINANCIAL STATEMENTS  
December 31, 2023

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- Obligations of the United States, certain U.S. government agency securities and securities of the World Bank
- General obligation and revenue bonds of US local government entities
- Certain certificates of participation
- Certain securities lending agreements
- Bankers' acceptances of certain banks
- Commercial paper
- Written repurchase agreements and certain reverse repurchase agreements collateralized by certain authorized securities
- Certain money market funds
- Guaranteed investment contracts
- Local government investment pools

At December 31, 2023, the Town had the following investments:

<u>Investment</u>	<u>Maturity</u>	<u>Amount</u>
Colorado Government Liquid Asset Trust (COLOTRUST PLUS+)	Weighted Average under 60 Days	\$ 3,856,223
Colorado Surplus Asset Fund Trust (CSAFE)	Weighted Average under 60 Days	<u>2,211,933</u>
		<u>\$ 6,068,156</u>

**COLOTRUST**

The District invested in the Colorado Local Government Liquid Asset Trust (COLOTRUST) (the Trust), an investment vehicle established for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces all State statutes governing the Trust. The Trust currently offers three portfolios – COLOTRUST PRIME, COLOTRUST PLUS+, and COLOTRUST EDGE.

COLOTRUST PRIME and COLOTRUST PLUS+, which operate similarly to a money market fund and each share is equal in value to \$1.00, offer daily liquidity. Both portfolios may invest in U.S. Treasury securities and repurchase agreements collateralized by U.S. Treasury securities. COLOTRUST PLUS+ may also invest in certain obligations of U.S. government agencies, highest rated commercial paper, and any security allowed under CRS 24-75-601.

**NOTES TO THE FINANCIAL STATEMENTS**  
**December 31, 2023**

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COLOTRUST EDGE, a variable Net Asset Value (NAV) Local Government Investment Pool, offers weekly liquidity and is managed to approximate a \$10.00 transactional share price. COLOTRUST EDGE may invest in securities authorized by CRS 24-75-601, including U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities, certain obligations of U.S. government agencies, highest rated commercial paper, and any security allowed under CRS 24-75-601. As of December 31, 2023, COLOTRUST EDGE possessed a weighted average maturity of 176 days and a weighted average life of 203 days.

A designated custodial bank serves as custodian for the Trust's portfolios pursuant to a custodian agreement. The custodian acts as safekeeping agent for the Trust's investment portfolios and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by the Trust. COLOTRUST PRIME and COLOTRUST PLUS+ are rated AAAM by Standard & Poor's. COLOTRUST EDGE is rated AAaf/S1 by FitchRatings. COLOTRUST records its investments at fair value and the District records its investment in COLOTRUST at net asset value as determined by fair value. There are no unfunded commitments, the redemption frequency is daily or weekly, and there is no redemption notice period.

**CSAFE**

The District invested in the Colorado Surplus Asset Fund Trust (CSAFE), which is an investment vehicle established by state statute for local government entities to pool surplus assets. The State Securities Commissioner administers and enforces all State statutes governing CSAF. CSAF currently offers two portfolios – CSAF CASH FUND and CSAF CORE.

CSAF CASH FUND operations similar to a money market fund, with each share valued at \$1.00. CSAF may invest in U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities, certain money market funds and highest rated commercial paper, any security allowed under CRS 24-75-601.

CSAF CORE, a variable Net Asset Value (NAV) Local Government Investment Pool, offers weekly liquidity and is managed to approximate a \$2.00 transactional share price. CSAF CORE may invest in securities authorized by CRS 24-75-601, including U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities, certain obligations of U.S. government agencies, highest rated commercial paper, and any security allowed under CRS 24-75-601.

A designated custodial bank serves as custodian for CSAF's portfolio pursuant to a custodian agreement. The custodian acts as safekeeping agent for CSAF's investment portfolio and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by CSAF. CSAF CASH FUND is

NOTES TO THE FINANCIAL STATEMENTS  
December 31, 2023

rated AAmmf by Fitch Ratings and CSAFE CORE is rated AAaf/S1 by FitchRatings. CSAFE records its investments at amortized cost and the District records its investments in CSAFE using the amortized cost method. There are no unfunded commitments, the redemption frequency is daily and there is no redemption notice period.

**NOTE 5 CAPITAL ASSETS**

Capital asset activity for the year ended December 31, 2023 for the Town’s governmental activities was as follows:

	<u>Beginning Balance</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balance</u>
<b>Governmental Activities:</b>				
Capital Assets Not Being Depreciated:				
Land	\$ 2,245,719	\$ -	\$ -	\$ 2,245,719
Construction in Progress	3,499,361	195,802	2,896,752	798,411
Total Capital Assets Not Being Depreciated	<u>5,745,080</u>	<u>195,802</u>	<u>2,896,752</u>	<u>3,044,130</u>
Depreciable Capital Assets:				
Buildings	1,524,044	-	-	1,524,044
Improvements	1,342,888	247,022	160,727	1,429,183
Equipment	1,891,448	272,669	99,280	2,064,837
Infrastructure	9,930,043	2,836,777	-	12,766,820
Total Depreciable Capital Assets	<u>14,688,423</u>	<u>3,356,468</u>	<u>260,007</u>	<u>17,784,884</u>
Accumulated Depreciation:				
Buildings	(521,540)	(27,858)	-	(549,398)
Improvements	(685,430)	(92,178)	(160,727)	(616,881)
Equipment	(1,124,960)	(213,525)	(99,280)	(1,239,205)
Infrastructure	(3,425,467)	(518,577)	-	(3,944,044)
Total Accumulated Depreciation	<u>(5,757,397)</u>	<u>(852,138)</u>	<u>(260,007)</u>	<u>(6,349,528)</u>
Net Depreciable Capital Assets	<u>8,931,026</u>	<u>2,504,330</u>	<u>-</u>	<u>11,435,356</u>
<b>Total Net Governmental Activities</b>	<u>\$ 14,676,106</u>	<u>\$ 2,700,132</u>	<u>\$ 2,896,752</u>	<u>\$ 14,479,486</u>

Depreciation expense is allocated to specific departments as follows.

Administration	\$ 39,222
Grand Lake Center	5,963
Public Works	714,077
Parks	92,876
Total Depreciation Expense	<u>\$ 852,138</u>

NOTES TO THE FINANCIAL STATEMENTS  
December 31, 2023

Capital asset activity for the year ended December 31, 2023 for the Town’s business-type activities was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance
<b>Business-Type Activities:</b>				
Capital Assets Not Being Depreciated:				
Land	\$ 2,270	\$ -	\$ -	\$ 2,270
Depreciable Capital Assets:				
Water Utility System	4,553,530	-	-	4,553,530
Water Equipment	412,890	43,098	-	455,988
Water Buildings	26,935	-	-	26,935
Marina Equipment	505,438	25,333	-	530,771
Total Depreciable Capital Assets	5,498,793	68,431	-	5,567,224
Accumulated Depreciation:				
Water Utility System	(2,618,008)	(104,722)	-	(2,722,730)
Water Equipment	(342,323)	(38,019)	-	(380,342)
Water Buildings	(26,935)	-	-	(26,935)
Marina Equipment	(252,199)	(89,126)	-	(341,325)
Total Accumulated Depreciation	(3,239,465)	(231,867)	-	(3,471,332)
Net Depreciable Capital Assets	2,259,328	(163,436)	-	2,095,892
<b>Total Business-Type Activities</b>	<b>\$ 2,261,598</b>	<b>\$ (163,436)</b>	<b>\$ -</b>	<b>\$ 2,098,162</b>

Depreciation was charged to functions/programs as follows:

Water Fund	\$ 142,741
Marina Fund	89,126
Total Depreciation Expense	<u>\$ 231,867</u>

NOTES TO THE FINANCIAL STATEMENTS  
December 31, 2023

**NOTE 6 LONG-TERM OBLIGATIONS**

The following is an analysis of changes in long-term debt for the year ended December 31, 2023:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<b>Governmental Activities</b>					
2017 Sales Tax Bonds	\$ 3,570,000	\$ -	\$ 120,000	\$ 3,450,000	\$ 125,000
2017 Sales Tax Bonds Premium	260,228	-	20,620	239,608	-
2021 Certificates of Participation	1,389,937	-	90,000	1,299,937	90,000
Compensated Absences	95,972	131,766	150,042	77,696	31,000
<b>Total</b>	<b>\$ 5,316,137</b>	<b>\$ 131,766</b>	<b>\$ 380,662</b>	<b>\$ 5,067,241</b>	<b>\$ 246,000</b>
<b>Business-type Activities</b>					
Colorado Water Resources & Power Development Authority Water Fund, 2018	\$ 1,257,946	\$ -	\$ 69,977	\$ 1,187,969	\$ 71,384
Compensated Absences	44,461	26,172	22,344	48,289	38,000
	<b>\$ 1,302,407</b>	<b>\$ 26,172</b>	<b>\$ 92,321</b>	<b>\$ 1,236,258</b>	<b>\$ 109,384</b>

Sales Tax Revenue Bonds

Sales Tax Revenue Bonds, Series 2017 (the Bonds), issued on May 9, 2017, in the original principal amount of \$4,300,000. The Bonds consist of \$1,105,000 of serial bonds due annually in varying amounts from 2017 through 2025 and term bonds due annually in varying amounts from 2026 through 2042 in the amount of \$3,195,000. Interest on the serial and term bonds are payable semiannually at rates ranging from 3.0% to 5.0%, beginning December 1, 2017. The Bonds maturing on and after December 1, 2026 are subject to redemption prior to maturity, at the option of the Town, in whole or in part, and if in part in such order of maturities as the Town shall determine and by lot within a maturity, on December 1, 2025 and on any date thereafter, at a redemption price equal to the principal amount thereof (with no redemption premium), plus accrued interest to the redemption date. The Bonds maturing on December 1, 2027, December 1, 2029, December 1, 2031, December 1, 2034, December 1, 2037 and December 1, 2042 (the "Term Bonds") are subject to mandatory sinking fund redemption at a price equal to the principal amount thereof, plus accrued interest to the redemption date.

NOTES TO THE FINANCIAL STATEMENTS  
December 31, 2023

The Bonds were issued to finance the construction, maintenance, repair, replacement, expansion, acquisition, rehabilitation and renovation of existing and planned streets, boardwalks, sidewalks, pathways, streetscapes, signage, drainage and other street-related capital improvements within the Town.

The Bonds are revenue obligations of the Town payable solely from the pledged revenue, consisting of an additional 1% sales tax approved at an election held on November 8, 2016, an additional 1% sales tax which was being imposed and collected prior to the 2016 election, if necessary, and amounts on deposit in a Surplus Account, if any. Pursuant to the Bond Ordinance, the Town is required to establish a Surplus Fund for the Bonds that will be built up over time from excess pledged revenues to a maximum of \$280,500 in reserve. Monies in the Surplus Fund will be used solely for the purpose of paying the principal or interest on the Series 2017 bonds. Repayment of both principal and interest on the Certificates are insured by Municipal Assurance Corp. The bonds are rated “AA” by Standard & Poor’s.

The Bonds mature as follows:

	Principal	Interest	Total
2024	\$ 125,000	\$ 153,450	\$ 278,450
2025	130,000	149,700	279,700
2026	130,000	145,800	275,800
2027	135,000	140,600	275,600
2028	145,000	135,200	280,200
2029-2033	630,000	480,800	1,110,800
2034-2038	950,000	442,400	1,392,400
2039-2042	1,205,000	186,250	1,391,250
	<u>\$ 3,450,000</u>	<u>\$ 1,834,200</u>	<u>\$ 5,284,200</u>

**Certificates of Participation**

\$1,570,000 Certificates of Participation, Series 2021, dated March 9, 2021, with interest of 2.85%, due annually through 2035. The certificates are subject to redemption prior to their respective maturity dates at the option of the District, on June 1, 2026, and on any date thereafter, at a redemption price equal to the principal amount of the certificates. The Certificates have been issued in connection with a lease of the Grand Lake Center from the District to NBH Bank, and a lease back to the District from NBH Bank. Pursuant to the provisions of the Lease, the 2021 Certificates shall be called for redemption in the event that the 2021 Lease Term is terminated by reason of the occurrence of an Event of Nonappropriation or an Event of Default under the 2021 lease. If called for redemption, the Certificates shall be redeemed in whole on such date for a redemption price equal to 100% of



NOTES TO THE FINANCIAL STATEMENTS  
December 31, 2023

the principal amount plus accrued interest to the redemption date. The certificates were issued to finance the acquisition of land to be used for Town purposes and pay the remaining principal due on the Thomasson Park lease.

The Certificates mature as follows:

	Principal	Interest	Total
2024	\$ 90,000	\$ 37,048	\$ 127,048
2025	95,000	34,483	129,483
2026	100,000	31,776	131,776
2027	100,000	28,926	128,926
2028	105,000	26,076	131,076
2029-2033	565,000	84,209	649,209
2034-2035	244,937	10,541	255,478
	<u>\$ 1,299,937</u>	<u>\$ 253,059</u>	<u>\$ 1,552,996</u>

**Colorado Water Resources and Power Development Authority (CWR&PDA)**

On April 9, 2018, the Town issued a note with the CWR&PDA, Drinking Water Revolving Fund, in the original amount of \$1,600,000. The proceeds of the loan were used to construct a new underground water storage tank and associated piping and appurtenances, including demolition of the current storage tank. A total of \$1,532,453 was advanced to the Town consisting of payments of \$248,643 in 2019 and \$1,283,810 in 2018. The remaining amount of unused loan funds amounting to \$67,547 were used to reduce the original loan amount. The remaining payments on the note are payable in semi-annual installments of \$47,394 beginning on May 1, 2020 through May 1, 2038, including interest at 2.00%. The loan matures as follows:

	Principal	Interest	Total
2024	\$ 71,384	\$ 23,404	\$ 94,788
2025	72,819	21,969	94,788
2026	74,282	20,506	94,788
2027	75,775	19,013	94,788
2028	77,298	17,490	94,788
2029-2033	410,432	63,508	473,940
2034-2038	405,979	20,567	426,546
	<u>\$ 1,187,969</u>	<u>\$ 186,457</u>	<u>\$ 1,374,426</u>

NOTES TO THE FINANCIAL STATEMENTS  
December 31, 2023

A provision of the note with the CWR&PDA requires the net revenues (total revenues less operating expenses) be at least 110% of the annual debt service due in any one year. During the year ended December 31, 2023, the Town complied with the rate covenant.

Additionally, the note requires the Town to maintain an operations and reserve fund in an amount equal to three months of operations and maintenance expenses, excluding depreciation. Accordingly, the Town has restricted \$153,215 of the Water Fund’s net position, calculated as follows:

Total Operating Expenses	\$ 755,600
Less Depreciation	<u>(142,741)</u>
Operations and Maintenance Expenses	<u>\$ 612,859</u>
3 Months of Operations and Maintenance	<u>\$ 153,215</u>

The Town has pledged the revenue from the operation and use of the water system and other legally available revenue, after the payment of operation and maintenance expenses of the system, for the repayment of the loan.

**NOTE 7 RISK MANAGEMENT**

The Town is exposed to various risks of losses related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters. These risks are financed and funded through participation in the Colorado Intergovernmental Risk Sharing Agency (CIRSA).

CIRSA is a separate legal entity established by member municipalities pursuant to the provisions of Colorado Revised Statutes and the Colorado Constitution.

CIRSA is a joint self-insurance pool created by intergovernmental agreement to provide property, general and automobile liability and public official’s coverage to its members. A seven-member Board elected by and from its members governs CIRSA.

Coverage is provided through pooling of self-insured losses and the purchase of excess insurance coverage. CIRSA has a legal obligation for claims against its members to the extent that funds are available in its annually established loss fund and those amounts are available from insurance providers under excess specific and aggregate insurance contracts. Losses incurred in excess of loss funds and amounts recoverable from excess insurance are direct liabilities of the participating members. CIRSA has indicated that the amount of any excess losses would be billed to members in proportion to their contributions in the year such excess occurs, although it is not legally required to do so.

**NOTES TO THE FINANCIAL STATEMENTS  
December 31, 2023**

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The Town has not been informed of any excess losses that may have been incurred by the pool; there have been no claims in excess of insurance coverage in any of the past three years. There have been no significant changes in insurance coverage from the prior year in any of the major categories of risk.

**NOTE 8 COMMITMENTS AND CONTINGENCIES**Grant Programs

Amounts received or receivable from grant agencies are subject to audit and adjustment by grantor agencies, principally the state and federal government. Any disallowed claims, including amounts already collected, may constitute a liability of the applicable funds. The amount, if any, of expenditures that may be disallowed by the grantor cannot be determined at this time although the Town expects such amounts, if any, to be immaterial.

**NOTE 9 DEFERRED COMPENSATION PLAN**

The Town has a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan is administered by the MissionSquare Retirement (formerly International City/County Management Association Retirement Corporation). Benefit terms, including contribution requirements, for the plan are established and may be amended by the Board of Trustees. Full-time employees are eligible to participate in the plan. The Town matches employee contributions up to 8%. All amounts contributed are vested immediately. The Town contributed \$72,184 in matching contributions and participating employees contributed \$78,592 for the year ending December 31, 2023.

**NOTE 10 TAX SPENDING AND DEBT LIMITATIONS**

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue and debt limitations which apply to the State of Colorado and all local governments.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

**NOTES TO THE FINANCIAL STATEMENTS**  
**December 31, 2023**

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TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the emergency reserves to compensate for economic conditions, revenue shortfalls or salary or benefit increases.

The Town’s management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits, may require judicial interpretation.

On November 8, 1994, a majority of the Town’s electors approved a ballot issue permitting the Town, without increasing or adding any taxes of any kind, to collect, retain, and expend the full proceeds of the Town’s fees, revenues and non-federal grants and to spend such revenue for debt service, municipal operations, capital projects, and any other lawful municipal operations, notwithstanding any state restrictions on fiscal year spending, including, without limitation the restrictions of Article X, Section 20, of the Colorado Constitution from the date of January 1, 1994 and thereafter.

**SUPPLEMENTARY INFORMATION**

**TOWN OF GRAND LAKE, COLORADO**

**CAPITAL IMPROVEMENT FUND**

**SCHEDULE OF REVENUES, EXPENDITURES**

**AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL**

**For the Year Ended December 31, 2023**

**(With Comparative Totals for December 31, 2022)**

	<b>Original and Final Budget</b>	<b>Actual Amounts</b>	<b>Variance with Final Budget</b>	<b>2022 Actual</b>
<b>Revenues</b>				
General Sales Tax	\$ 551,250	\$ 638,570	\$ 87,320	\$ 650,464
Building Use Tax	14,000	49,348	35,348	13,915
Motor Vehicle Use Tax	19,000	11,684	(7,316)	18,794
Net Investment Income	6,000	41,656	35,656	12,618
<b>Total Revenues</b>	<u>590,250</u>	<u>741,258</u>	<u>151,008</u>	<u>695,791</u>
<b>Expenditures</b>				
Capital Outlay	313,300	273,951	39,349	15,086
Debt service				
Bond Principal	120,000	120,000	-	115,000
Bond Interest	157,050	157,050	-	160,500
Subtotal Debt Service	<u>277,050</u>	<u>277,050</u>	<u>-</u>	<u>275,500</u>
<b>Total Expenditures</b>	<u>590,350</u>	<u>551,001</u>	<u>39,349</u>	<u>290,586</u>
<b>Net Change in Fund Balance</b>	(100)	190,257	190,357	405,205
<b>Fund Balance - Beginning</b>	<u>365,769</u>	<u>754,235</u>	<u>388,466</u>	<u>349,030</u>
<b>Fund Balance - Ending</b>	<u>\$ 365,669</u>	<u>\$ 944,492</u>	<u>\$ 578,823</u>	<u>\$ 754,235</u>

TOWN OF GRAND LAKE, COLORADO

WATER FUND

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUNDS AVAILABLE -  
 BUDGET AND ACTUAL (BUDGETARY BASIS)  
 For the Year Ended December 31, 2023  
 (With Comparative Totals for December 31, 2022)

	Original Budget	Final Budget	Actual Amounts	Variance with Final Budget	2022 Actual
<b>Revenues</b>					
Water Sales	\$ 675,000	\$ 675,000	\$ 686,024	\$ 11,024	\$ 664,617
Tap Fees	32,500	32,500	110,500	78,000	65,000
Resale Meters	3,000	3,000	6,149	3,149	14,489
Bulk Water Permits	500	500	656	156	706
Miscellaneous	-	-	785	785	-
Interest Income	10,000	10,000	79,222	69,222	27,847
<b>Total Revenues</b>	<b>721,000</b>	<b>721,000</b>	<b>883,336</b>	<b>162,336</b>	<b>772,659</b>
<b>Expenditures</b>					
Personnel	394,589	453,722	449,877	3,845	336,831
Office Supplies	33,000	33,000	7,981	25,019	1,871
Operations Supplies	17,300	17,300	21,971	(4,671)	15,243
Repairs and Maintenance	45,850	45,850	37,450	8,400	34,774
Resale Supplies	6,150	11,150	10,529	621	17,669
Purchased Services	19,100	19,100	20,686	(1,586)	16,963
Utilities	32,500	32,500	43,112	(10,612)	42,360
Professional Services	8,600	8,600	3,713	4,887	15,085
Other Expenses	20,100	20,100	17,540	2,560	15,601
Capital Outlay	48,000	48,000	43,098	4,902	24,886
Debt Service-Principal	69,977	69,977	69,977	-	68,598
Debt Service-Interest	24,811	24,811	24,811	-	26,190
<b>Total Expenditures</b>	<b>719,977</b>	<b>784,110</b>	<b>750,745</b>	<b>33,365</b>	<b>616,071</b>
<b>Excess Revenues Over (Under)</b>					
<b>Expenditures</b>	1,023	(63,110)	132,591	195,701	156,588
<b>Funds Available - Beginning</b>	<b>2,099,971</b>	<b>2,099,971</b>	<b>2,034,555</b>	<b>(65,416)</b>	<b>1,877,967</b>
<b>Funds Available - Ending</b>	<b>\$ 2,100,994</b>	<b>\$ 2,036,861</b>	<b>\$ 2,167,146</b>	<b>\$ 130,285</b>	<b>\$ 2,034,555</b>
Funds Available is Computed as Follows:					
Current Assets			\$ 2,223,632		\$ 2,135,387
Liabilities			(127,870)		(170,809)
Add Current Portion of Long-Term Debt			71,384		69,977
			<b>\$ 2,167,146</b>		<b>\$ 2,034,555</b>

**TOWN OF GRAND LAKE, COLORADO**

**MARINA FUND**

**SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUNDS AVAILABLE -  
BUDGET AND ACTUAL (BUDGETARY BASIS)**

**For the Year Ended December 31, 2023**

**(With Comparative Totals for December 31, 2022)**

	<b>Original Budget</b>	<b>Final Budget</b>	<b>Actual Amounts</b>	<b>Variance with Final Budget</b>	<b>2022 Actual</b>
<b>Revenues</b>					
Marina Rentals	\$ 300,000	\$ 300,000	\$ 344,460	\$ 44,460	\$ 321,706
Tours	55,000	55,000	74,150	19,150	59,750
Rentals	8,084	8,084	11,663	3,579	8,984
Miscellaneous	1,000	1,000	-	(1,000)	365
Interest Income	4,000	4,000	22,627	18,627	7,281
Sale of Assets	-	-	-	-	38,000
Total Revenues	368,084	368,084	452,900	84,816	436,086
<b>Expenditures</b>					
Personnel	264,059	264,059	238,452	25,607	210,504
Office Supplies	1,100	1,100	1,097	3	1,050
Operations Supplies	15,000	15,000	15,366	(366)	12,189
Repairs and Maintenance	17,500	17,500	43,499	(25,999)	19,416
Permits and Fees	1,000	1,000	904	96	6,386
Purchased Services	13,575	13,575	19,477	(5,902)	15,917
Utilities	3,163	3,163	6,600	(3,437)	4,440
Professional Services	2,000	2,000	2,439	(439)	2,029
Other Expenses	56,301	102,301	101,105	1,196	80,422
Capital Outlay	80,000	80,000	25,333	54,667	195,729
Total Expenditures	453,698	499,698	454,272	45,426	548,082
<b>Excess Revenues Over (Under)</b>					
<b>Expenditures</b>	(85,614)	(131,614)	(1,372)	130,242	(111,996)
<b>Funds Available - Beginning</b>	868,043	868,043	778,760	(89,283)	890,756
<b>Funds Available - Ending</b>	\$ 782,429	\$ 736,429	\$ 777,388	\$ 40,959	\$ 778,760
Funds Available is Computed as Follows:					
Current Assets			\$ 781,591		\$ 783,648
Liabilities			(4,203)		(4,888)
			\$ 777,388		\$ 778,760

See the Independent Auditor's Report



TOWN OF GRAND LAKE, COLORADO

PAY AS YOU THROW FUND

SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUNDS AVAILABLE -  
BUDGET AND ACTUAL (BUDGETARY BASIS)

For the Year Ended December 31, 2023

(With Comparative Totals for December 31, 2022)

	Original & Final Budget	Actual Amounts	Variance with Final Budget	2022 Actual
<b>Revenues</b>				
Bag Sales	\$ 79,000	\$ 68,214	\$ (10,786)	\$ 76,671
Interest Income	300	-	(300)	-
Total Revenues	<u>79,300</u>	<u>68,214</u>	<u>(11,086)</u>	<u>76,671</u>
<b>Expenditures</b>				
Operations Supplies	8,800	2,009	6,791	6,552
Repairs and Maintenance	25,000	25,049	(49)	20,066
Purchased Services	36,950	32,291	4,659	32,219
Professional Services	450	450	-	420
Other Expenses	866	194	672	493
Capital Outlay	20,000	-	20,000	-
Total Expenditures	<u>92,066</u>	<u>59,993</u>	<u>32,073</u>	<u>59,750</u>
<b>Excess Revenues Over Expenditures</b>	(12,766)	8,221	20,987	16,921
<b>Funds Available - Beginning</b>	<u>170,659</u>	<u>177,156</u>	<u>6,497</u>	<u>160,235</u>
<b>Funds Available - Ending</b>	<u>\$ 157,893</u>	<u>\$ 185,377</u>	<u>\$ 27,484</u>	<u>\$ 177,156</u>
Funds Available is Computed as Follows:				
Current Assets		\$ 187,384		\$ 178,602
Liabilities		<u>(2,007)</u>		<u>(1,446)</u>
		<u>\$ 185,377</u>		<u>\$ 177,156</u>

See the Independent Auditor's Report

The public report burden for this information collection is estimated to average 380 hours annually.

<b>LOCAL HIGHWAY FINANCE REPORT</b>	City or County:
	YEAR ENDING : December 2023
This Information From The Records of Town of Grand Lake	Prepared By: Heike Wilson, Town Treasurer Phone: 970-627-3435

**I. DISPOSITION OF HIGHWAY-USER REVENUES AVAILABLE FOR LOCAL GOVERNMENT EXPENDITURE**

ITEM	A. Local Motor-Fuel Taxes	B. Local Motor-Vehicle Taxes	C. Receipts from State Highway-User Taxes	D. Receipts from Federal Highway Administration
1. Total receipts available				
2. Minus amount used for collection expenses				
3. Minus amount used for nonhighway purposes				
4. Minus amount used for mass transit				
5. Remainder used for highway purposes				

**II. RECEIPTS FOR ROAD AND STREET PURPOSES**

**III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES**

ITEM	AMOUNT	ITEM	AMOUNT
<b>A. Receipts from local sources:</b>		<b>A. Local highway disbursements:</b>	
1. Local highway-user taxes		1. Capital outlay (from page 2)	352,352
a. Motor Fuel (from Item I.A.5.)		2. Maintenance:	536,787
b. Motor Vehicle (from Item I.B.5.)		3. Road and street services:	
c. Total (a.+b.)		a. Traffic control operations	59,850
2. General fund appropriations	1,051,215	b. Snow and ice removal	351,621
3. Other local imposts (from page 2)	734,765	c. Other	20,132
4. Miscellaneous local receipts (from page 2)	51,361	d. Total (a. through c.)	431,603
5. Transfers from toll facilities	0	4. General administration & miscellaneous:	60,794
6. Proceeds of sale of bonds and notes:		5. Highway law enforcement and safety	27,786
a. Bonds - Original Issues	0	6. Total (1 through 5)	1,409,322
b. Bonds - Refunding Issues	0	<b>B. Debt service on local obligations:</b>	
c. Notes	0	1. Bonds:	
d. Total (a. + b. + c.)	0	a. Interest	158,325
7. Total (1 through 6)	1,837,341	b. Redemption	120,000
<b>B. Private Contributions</b>	0	c. Total (a. + b.)	278,325
<b>C. Receipts from State government</b> (from page 2)	40,563	2. Notes:	
<b>D. Receipts from Federal Government</b> (from page 2)	0	a. Interest	0
<b>E. Total receipts (A.7 + B + C + D)</b>	1,877,904	b. Redemption	0
		c. Total (a. + b.)	0
		3. Total (1.c + 2.c)	278,325
		<b>C. Payments to State for highways</b>	0
		<b>D. Payments to toll facilities</b>	0
		<b>E. Total disbursements (A.6 + B.3 + C + D)</b>	1,687,647

**IV. LOCAL HIGHWAY DEBT STATUS**

(Show all entries at par)

	Opening Debt	Amount Issued	Redemptions	Closing Debt
<b>A. Bonds (Total)</b>	3,570,000	0	120,000	3,450,000
1. Bonds (Refunding Portion)				
<b>B. Notes (Total)</b>				0

**V. LOCAL ROAD AND STREET FUND BALANCE**

	A. Beginning Balance	B. Total Receipts	C. Total Disbursements	D. Ending Balance	E. Reconciliation
	754,235	1,877,904	1,687,647	944,492	0

Notes and Comments:

<b>LOCAL HIGHWAY FINANCE REPORT</b>	STATE: Colorado
	YEAR ENDING (mm/yy): December 2023

**II. RECEIPTS FOR ROAD AND STREET PURPOSES - DETAIL**

ITEM	AMOUNT	ITEM	AMOUNT
<b>A.3. Other local imposts:</b>		<b>A.4. Miscellaneous local receipts:</b>	
a. Property Taxes and Assessments	0	a. Interest on investments	41,657
b. Other local imposts:		b. Traffic Fines & Penalties	0
1. Sales Taxes	699,602	c. Parking Garage Fees	0
2. Infrastructure & Impact Fees	0	d. Parking Meter Fees	0
3. Liens	0	e. Sale of Surplus Property	0
4. Licenses	350	f. Charges for Services	9,704
5. Specific Ownership &/or Other	34,813	g. Other Misc. Receipts	0
6. Total (1. through 5.)	734,765	h. Other	0
c. Total (a. + b.)	734,765	i. Total (a. through h.)	51,361
	(Carry forward to page 1)		(Carry forward to page 1)

ITEM	AMOUNT	ITEM	AMOUNT
<b>C. Receipts from State Government</b>		<b>D. Receipts from Federal Government</b>	
1. Highway-user taxes	32,716	1. FHWA (from Item I.D.5.)	
2. State general funds		2. Other Federal agencies:	
3. Other State funds:		a. Forest Service	0
a. State bond proceeds		b. FEMA	0
b. Project Match		c. HUD	0
c. Motor Vehicle Registrations	2,158	d. Federal Transit Admin	0
d. Other (Specify) - DOLA/CDOT	0	e. U.S. Corps of Engineers	0
e. Other (Specify) - Cigarette Sales	5,689	f. Other Federal - FHWA	0
f. Total (a. through e.)	7,847	g. Total (a. through f.)	0
4. Total (1. + 2. + 3.f)	40,563	3. Total (1. + 2.g)	
			(Carry forward to page 1)

**III. DISBURSEMENTS FOR ROAD AND STREET PURPOSES - DETAIL**

	ON NATIONAL HIGHWAY SYSTEM (a)	OFF NATIONAL HIGHWAY SYSTEM (b)	TOTAL (c)
<b>A.1. Capital outlay:</b>			
a. Right-Of-Way Costs	0	0	0
b. Engineering Costs	0	0	0
c. Construction:			
(1). New Facilities	0	0	0
(2). Capacity Improvements	0	0	0
(3). System Preservator	0	352,352	352,352
(4). System Enhancement & Operator	0	0	0
(5). Total Construction (1) + (2) + (3) + (4)	0	352,352	352,352
d. Total Capital Outlay (Lines 1.a. + 1.b. + 1.c.5)	0	352,352	352,352
			(Carry forward to page 1)

**Notes and Comments:**



May 13, 2024

**Applicant:** Basics Team Foundation, Inc.

**Initiated by:** Tannea Musselman

**Presented By:** Alayna Carrell, Town Clerk

**Introduction:** An application for a Special Event Liquor Permit was received from Basics Team Foundation, Inc., with supporting documentation.

The request is to sell malt, vinous and spirituous liquor by the drink for consumption on the premises only for their, "Trampled by Turtles" concert to be held July 13, 2024, from 9:00 a.m. to 10:30 p.m. at Lakefront Park, located at 828-1120 Lake Avenue. Basics Team Foundation, Inc. qualifies for a Special Events Liquor Permit as it is incorporated with the State of Colorado as a philanthropic institution and has not received more than 15 Special Events Liquor License Permits for 2024, this is their first request with Grand Lake, and they have two applications pending in other municipalities.

The Board must investigate the application and could deny the permit if its issuance would injure the public welfare by reason of the nature or location of the special event, or failure of the applicant to conduct past special events in compliance with applicable laws and regulations.

**Neighborhood Boundaries:** The town limits of Grand Lake are the neighborhood boundaries. The proposed location is at 828-1120 Lake Avenue, which is more than 500 feet from any educational institution; therefore, State Statute does not prohibit liquor from being sold from this location.

**Financial Details:** The respective license fee of \$100.00 has been collected.

**Background Check:** The application was turned over to the Grand County Sheriff's Office, they found no adverse information that would affect the issuance of the license.

**Legal Requirements:**

**Posting:** Notice of Hearing was posted, April 20, 2024, at: Lakefront Park

**Attachments:** Application for a Special Events Permit & a Diagram of the Premises

**Staff Recommendation**

Staff recommends the Town Board approve the Basics Team Foundation, Inc. Special Event Liquor Permit, for their "Trampled by Turtles" concert, on July 13, 2024, at Lakefront Park.

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

RECEIVED

Section 10, Item C.

DR 8338 (02/27/21)  
GOV ORLANDO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Dorset Center Blvd #17087  
(305) 205-2300

APR 18 2024

Application for a  
Special Events Permit

Departmental Use Only  
RECEIVED  
APR 18 2024

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You Must Be a Qualifying Organization Per 44-B-102  
O.R.S. and One of the Following (See back for details.)

- Social
- Fraternal
- Patriotic
- Political
- Athletic
- Chartered Branch, Lodge or Chapter
- National Organization or Society
- Religious Institution
- Philanthropic Institution
- Political Candidate
- Municipality Owned Arts Facilities

<b>LIAB</b>	<b>Type of Special Event Applicant is Applying for:</b>	
2110	<input checked="" type="checkbox"/> Malt, Vinous And Spirituous Liquor	\$26.00 Per Day
2170	<input type="checkbox"/> Fermented Malt Beverage	\$10.00 Per Day

Name of Applicant Organization or Political Candidate  
**Basics Team Foundation Inc.**

State Sales Tax Number (Required)

Mailing Address of Organization or Political Candidate

City State ZIP Code

Address of Place to Have Special Event  
**828-1120 Lake Ave**

City State ZIP Code  
**Grand Lake LO 80147**

Authorized Representative of Qualifying Organization or Political Candidate  
**Deborah Sue Roth, RN**

Date of Birth (MM/DD/YY) Phone Number

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

City State ZIP Code

Event Manager

Peak Beverage, Tanna musselman

Date of Birth (MM/DD/YY)

Phone Number

[Redacted]

[Redacted]

Event Manager Home Address

[Redacted]

City

State

ZIP Code

[Redacted]

[Redacted]

[Redacted]

Email Address of Event Manager

[Redacted]

1. Is the place to have the Special Event located on State-owned property?

Yes  No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

No  Yes, How many days? two pending

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

No  Yes, License Number  

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

Yes  No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date		Date	
	7/13/2024		
From:		From:	
	9:00 am		
To:		To:	
	10:30 pm		

Date		Date	
From:		From:	
To:		To:	

Date		Date	
From:		From:	
To:		To:	

Date		Date	
From:		From:	
To:		To:	

Date		Date	
From:		From:	
To:		To:	

Date		Date	
From:		From:	
To:		To:	

Date		Date	
From:		From:	
To:		To:	

Date		Date	
From:		From:	
To:		To:	

### Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title

Director of Strategic Partnerships

Signature

[Handwritten Signature]

Date (MM/DD/YY)

04/17/24

#### Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

Therefore, this Application is Approved.

Local Licensing Authority (City or County)

[Blank Box]

City  County

Telephone Number of City/County Clerk

[Blank Box]

Title

[Blank Box]

Signature

[Blank Box]

Date (MM/DD/YY)

[Blank Box]

Do Not Write In this Space - For Department of Revenue Use Only

#### Liability Information

License Account Number

[Blank Box]

Liability Date

[Blank Box]

State

[Blank Box]

-750 (999) \$

Total

[Blank Box]

.00





**Brungardt Enterprises, L.L.C.**  
*"CAD Services for Venues, Festivals and Tours"*  
 www.b-ent.com  
 (888) 740-2223

**AEG**

**PRESENTS**  
**Event Layout**  
 EVENT DATE: 00-00-00  
 REV. DATE: 11-13-23



May 13, 2024

**Applicant:** Grand Lake Chamber of Commerce

**Initiated by:** Emily Hagen & Mindy Nelson

**Presented By:** Alayna Carrell, Town Clerk

**Introduction:** An application for a Special Event Liquor Permit was received from Grand Lake Chamber of Commerce, with supporting documentation.

The request is to sell malt, vinous and spirituous liquor, and fermented malt beverages by the drink for consumption on the premises only for their, "Buffalo Days" event to be held August 17, 2024, from 9:00 a.m. to 5:00 p.m. at Town Park, located at 1026 Park Avenue. Grand Lake Chamber of Commerce qualifies for a Special Events Liquor Permit as it is incorporated with the State of Colorado as a social institution and has not received more than 15 Special Events Liquor License Permits for 2024, this is their first request.

The Board must investigate the application and could deny the permit if its issuance would injure the public welfare by reason of the nature or location of the special event, or failure of the applicant to conduct past special events in compliance with applicable laws and regulations.

**Neighborhood Boundaries:** The town limits of Grand Lake are the neighborhood boundaries. The proposed location is at 1026 Park Avenue, which is more than 500 feet from any educational institution; therefore, State Statute does not prohibit liquor from being sold from this location.

**Financial Details:** The respective license fee of \$100.00 has been collected.

**Background Check:** The application was turned over to the Grand County Sheriff's Office, they found no adverse information that would affect the issuance of the license.

**Legal Requirements:**

**Posting:** Notice of Hearing was posted, April 25, 2024, at: Town Park, 1026 Park Avenue

**Attachments:** Application for a Special Events Permit & a Diagram of the Premises

**Staff Recommendation**

Staff recommends the Town Board approve Grand Lake Chamber of Commerce Special Event Liquor Permit, for their "Buffalo Days" event, on August 17, 2024, at Town Park.

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

DR 8439 (02/27/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

Departmental Use Only



# Application for a Special Events Permit

Liquor Permit Number (Do Not Fill Out)

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- Social       Athletic       Philanthropic Institution
- Fraternal       Chartered Branch, Lodge or Chapter       Political Candidate
- Patriotic       National Organization or Society       Municipality Owned Arts Facilities
- Political       Religious Institution

### LIAB Type of Special Event Applicant is Applying for:

- 2110       Malt, Vinous And Spirituous Liquor      \$25.00 Per Day
- 2170       Fermented Malt Beverage      \$10.00 Per Day

Name of Applicant Organization or Political Candidate	State Sales Tax Number (Required)
Grand Lake Chamber of Commerce	

Mailing Address of Organization or Political Candidate

City	State	ZIP Code
Grand Lake	CO	80447

Address of Place to Have Special Event

1026 Park Ave.

City	State	ZIP Code
Grand Lake	CO	80447

Authorized Representative of Qualifying Organization or Political Candidate

Emily Hagen

Date of Birth (MM/DD/YY)	Phone Number

Authorized Representative's Mailing Address (if different than address provided in Question 2.)

City	State	ZIP Code



Event Manager

Mindy Nelson

Date of Birth (MM/DD/YY)

Phone Number

[Empty date field]

[Empty phone number field]

Event Manager Home Address

[Empty address field]

City

State

ZIP Code

[Empty city field]

[Empty state field]

[Empty ZIP code field]

Email Address of Event Manager

[Empty email field]

1. Is the place to have the Special Event located on State-owned property?

Yes  No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

No  Yes, How many days?

[Empty days field]

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

No  Yes, License Number

[Empty license number field]

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

Yes  No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Date
8/17/2024	
From:	To:
9:00am	5:00pm

Date	Date
From:	To:

Date	Date
From:	To:

Date	Date
From:	To:

Date	Date
From:	To:

Date	Date
From:	To:

Date	Date
From:	To:

Date	Date
From:	To:

### Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title

Executive Director

Signature

*emily hays*

Date (MM/DD/YY)

4.12.24

#### Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

**Therefore, this Application is Approved.**

Local Licensing Authority (City or County)

City  County

Telephone Number of City/County Clerk

Title

Signature

Date (MM/DD/YY)

**Do Not Write in this Space - For Department of Revenue Use Only**

#### Liability Information

License Account Number

Liability Date

State

Total

-750 (999) \$ .00





May 13, 2024

**Applicant:** Grand Lake Chamber of Commerce  
**Initiated by:** Emily Hagen & Mindy Nelson  
**Presented By:** Alayna Carrell, Town Clerk

**Introduction:** An application for a Special Event Liquor Permit was received from Grand Lake Chamber of Commerce, with supporting documentation.

The request is to sell malt, vinous and spirituous liquor, and fermented malt beverages by the drink for consumption on the premises only for their, "Buffalo Days" event to be held August 17, 2024, from 12:00 p.m. to 10:00 p.m. at Lakefront Park, located at 1101 Lake Avenue. Grand Lake Chamber of Commerce qualifies for a Special Events Liquor Permit as it is incorporated with the State of Colorado as a social institution and has not received more than 15 Special Events Liquor License Permits for 2024, this is their second request.

The Board must investigate the application and could deny the permit if its issuance would injure the public welfare by reason of the nature or location of the special event, or failure of the applicant to conduct past special events in compliance with applicable laws and regulations.

**Neighborhood Boundaries:** The town limits of Grand Lake are the neighborhood boundaries. The proposed location is at 1101 Lake Avenue, which is more than 500 feet from any educational institution; therefore, State Statute does not prohibit liquor from being sold from this location.

**Financial Details:** The respective license fee of \$100.00 has been collected.

**Background Check:** The application was turned over to the Grand County Sheriff's Office, they found no adverse information that would affect the issuance of the license.

**Legal Requirements:**

**Posting:** Notice of Hearing was posted, April 25, 2024, at: Town Park, 1101 Lake Avenue

**Attachments:** Application for a Special Events Permit & a Diagram of the Premises

**Staff Recommendation**

Staff recommends the Town Board approve Grand Lake Chamber of Commerce Special Event Liquor Permit, for their "Buffalo Days" event, on August 17, 2024, at Lakefront Park.

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



DR 8439 (02/27/24)  
COLORADO DEPARTMENT OF REVENUE  
Liquor Enforcement Division  
PO BOX 17087  
Denver CO 80217-0087  
(303) 205-2300

Departmental Use Only

### Application for a Special Events Permit



Liquor Permit Number (Do Not Fill Out)

[Empty box for Liquor Permit Number]

In order to qualify for a Special Events Permit, You **Must Be a Qualifying Organization Per 44-5-102 C.R.S. and One of the Following (See back for details.)**

- Social       Athletic       Philanthropic Institution
- Fraternal       Chartered Branch, Lodge or Chapter       Political Candidate
- Patriotic       National Organization or Society       Municipality Owned Arts Facilities
- Political       Religious Institution

**LIAB      Type of Special Event Applicant is Applying for:**

- 2110       Malt, Vinous And Spirituous Liquor      \$25.00 Per Day
- 2170       Fermented Malt Beverage      \$10.00 Per Day

Name of Applicant Organization or Political Candidate      State Sales Tax Number (Required)

Grand Lake Chamber of Commerce      [Empty box]

Mailing Address of Organization or Political Candidate  
[Empty box]

City      State      ZIP Code  
Grand Lake      CO      80447

Address of Place to Have Special Event  
1101 Lake Ave.

City      State      ZIP Code  
Grand Lake      CO      80447

Authorized Representative of Qualifying Organization or Political Candidate  
Emily Hagen

Date of Birth (MM/DD/YY)      Phone Number  
[Empty box]      [Empty box]

Authorized Representative's Mailing Address (if different than address provided in Question 2.)  
[Empty box]

City      State      ZIP Code  
Grand Lake      [Empty box]      [Empty box]

Event Manager

Mindy Nelson

Date of Birth (MM/DD/YY)

Phone Number

Event Manager Home Address

City

State

--

ZIP Code

Email Address of Event Manager

1. Is the place to have the Special Event located on State-owned property?

- Yes  No

2. Has Applicant Organization or Political Candidate been issued a Special Event Permit this Calendar Year?

- No  Yes, How many days?

3. Is the premises for which your event is to be held currently licensed under the Colorado Liquor or Beer codes?

- No  Yes, License Number

4. Does the Applicant Have Possession or Written Permission for the Use of The Premises to be Licensed?

- Yes  No

List Below the Exact Date(s) for Which Application is Being Made for Permit

Date	Date
8/17/2024	
From:	To:
12:00pm	10:00pm

Date	Date
From:	To:

Date	Date
From:	To:

Date	Date
From:	To:

Date	Date
From:	To:

Date	Date
From:	To:

Date	Date
From:	To:

Date	Date
From:	To:

### Oath of Applicant

I declare under penalty of perjury in the second degree that I have read the foregoing application and all attachments thereto, and that all information therein is true, correct, and complete to the best of my knowledge.

Title

Executive Director

Signature

*emily fagan*

Date (MM/DD/YY)

4.12.24

### Report and Approval of Local Licensing Authority (City or County)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 44, Article 5, C.R.S., as amended.

**Therefore, this Application is Approved.**

Local Licensing Authority (City or County)

City  County

Telephone Number of City/County Clerk

Title

Signature

Date (MM/DD/YY)

### Do Not Write in this Space - For Department of Revenue Use Only

#### Liability Information

License Account Number

Liability Date

State

Total

-750 (999)

\$

.00







1026 Park Ave · PO Box 99  
 Grand Lake, CO 80447  
 970-627-3435  
 www.townofgrandlake.com

May 13, 2024

To: Mayor Kudron and Board of Trustees  
 From: Alayna Carrell, Town Clerk  
 Re: Setting of Certain Fees for Friends of the Grand County Library Inc., "Grand Lake Used Book Sale- Buffalo Days" event from August 15<sup>th</sup> - 18<sup>th</sup>

**Purpose**

The Town has received a request from Friends of the Grand County Library, Inc. for the use of the Community House to hold their "Grand Lake Used Book Sale-Buffalo Days" event from August 15<sup>th</sup> -18<sup>th</sup>.

**Background**

Friends of the Grand County Library, Inc. continues their tradition of used book sales to raise funds to enhance library programs and services, to encourage broad-based public support, use and enjoyment of Grand County, Colorado libraries, and to foster literacy and learning. They are requesting facility rental fees be waived for their "Grand Lake Used Book Sale-Buffalo Days" event to be held on the following date:

- August 15, 2024, from 10:00AM to 5:00PM
- August 16, 2024, from 10:00AM to 3:00PM
- August 17, 2024, from 10:00AM to 3:00PM
- August 18, 2024, from 10:00AM to 3:00PM

The standard fee for use of the Community House as adopted by the Board of Trustees is \$300.00 per day for a non-profit organization. The total fee would be \$1,200.00.

Colorado state statute allows the Town to "aid and foster, by all lawful measures, associated charity organizations by appropriations and to grant the use of suitable rooms in the municipal buildings. No portion of any money so appropriated shall be given or loaned to any society, corporation, association, or institution that may be wholly or in part under sectarian or denominational control." C.R.S. § 31-15-901(1)(c).

**Staff Recommendation**

Staff recommends the Board grants Friends of the Grand County Library Inc., request to waive the facility rental fee for their event.

**Board Action**

The Board has several options to consider including:

1. Granting the request by adopting the resolution; or
2. Granting the request with modifications; or
3. Deny the request.

Suggested motions:

**1. I move to adopt Resolution 28-2024, A RESOLUTION SETTING CERTAIN FEES FOR FRIENDS OF THE GRAND COUNTY LIBRARY, INC., USE OF THE COMMUNITY HOUSE FROM AUGUST 15<sup>TH</sup> – 18<sup>TH</sup>.**

**Or**

**2. I move to adopt Resolution 28-2024 A RESOLUTION SETTING CERTAIN FEES FOR FRIENDS OF THE GRAND COUNTY LIBRARY, INC., USE OF THE COMMUNITY HOUSE FROM AUGUST 15<sup>TH</sup> – 18<sup>TH</sup>, as presented, with the following conditions \_\_\_\_\_.**

**Or**

**3. I move to deny the request to waive the facility use fee.**

**TOWN OF GRAND LAKE  
BOARD OF TRUSTEES  
RESOLUTION NO. 28-2024**

**A RESOLUTION SETTING CERTAIN FEES FOR FRIENDS OF THE GRAND  
COUNTY LIBRARY, INC. USE OF THE COMMUNITY HOUSE FROM  
AUGUST 15, 2024, THROUGH AUGUST 18, 2024**

WHEREAS, Friends of the Grand County Library has scheduled the use of the Community House August 15, 2024, through August 18, 2024, to hold their “Grand Lake Used Book Sale-Buffalo Days” event; and,

WHEREAS, the rental fee for the use of the Community House for the scheduled time is set at \$1,200.00 for non-profit organizations; and,

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

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

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

THAT, the Board hereby waives rental fees for the use of the Community House for Friends of Grand County Library Inc.’s, “Grand Lake Used Book Sale- Buffalo Days” event to be held from August 15, 2024, through August 18, 2024.

**DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE THIS 13th DAY OF MAY 2024.**

Votes Approving:  
Votes Opposing:  
Votes Abstaining:  
Absent:

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Alayna Carrell, Town Clerk

\_\_\_\_\_  
Stephan Kudron, Town Mayor



Date Received: \_\_\_\_\_  
 Fee Total Paid \_\_\_\_\_  
 Deposit Total Paid: \_\_\_\_\_  
 Facility Requested: \_\_\_\_\_

RECEIVED

APR 12 2024

**TOWN OF GRAND LAKE STRUCTURE AND FACILITY APPLICATION AND USE AGREEMENT**

According to the use policies for Town of Grand Lake public facilities and structures (outlined by Resolution), any group or governmental entity (User) desiring to use public facilities and structure shall comply with the terms of the Resolution. The following information is required for this Application and Use Agreement.

User/ Group Name: FRIENDS OF THE GRAND LOONEY LIBRARY, INC  
 User /Group Contact Person: JUDY SMITH PRESIDENT  
 Contact Mailing Address: \_\_\_\_\_  
 Contact Daytime Telephone Number: \_\_\_\_\_  
 Contact Email Address: \_\_\_\_\_

Is this user group a Government, Non-Profit, or Special District?  Yes  No

Is this a recurring event?  Yes  No

Is this a pecuniary use? (Will you be selling something?)  Yes  No

Please indicate event name, or use:

GRAND LAKE USED BOOK SALE - BUFFALO DAYS

Please identify your waste removal plan:

USE OF LIBRARY DISTRICT CONTAINER

Please check which structure(s) and/or facility (and applicable subsequent amenity) you would like to use as well as note the date(s) and time period(s):

- Community House (\$550 Deposit) + Fee Non profit (\$150/\$300) all others (\$300/\$600)
- Heckert Pavilion (\$20 non profit per hr) private \$30 per hr.
  - Electricity Use Requested (+\$25)
- Town Square Gazebo (\$10 per hr non-profit) private \$20 per hr.
  - Electricity Use Requested(+\$25)
- Lakefront Park (Upper) Picnic Shelter (\$20 non-profit per hr) private \$30 per hr
  - Electricity Use Requested(+\$25)
- Lakefront Park (Lower) Picnic Shelter (\$20 non-profit per hr) private \$30 per hr
  - Electricity Use Requested(+\$25)
- Pitkin Annex ( \$550 Deposit) +Fee (\$30 non-profit ½ day, \$50 full day) private \$50 ½ day, \$100 full day

**DATE REQUESTED-START & END TIME**

THURS. AUG 15, 2024 10AM - 5PM

FRIDAY AUG 16, 2024 SALE 10-3PM

SATURDAY AUG 17 SALE 10AM-3PM

SUNDAY AUG 18 - SALE 10AM-3PM



Please identify all businesses (including addresses and phone numbers) that may be providing services for this use. This list should include caterers, music services, rental companies, etc. Businesses providing delivery services should also be included:

NONE

FRIENDS VOLUNTEERS : MEMBERS

**NOTE: No alcohol is allowed in Town Parks.** If a private event, alcohol may be provided in the Community House only. If alcohol is to be sold, please contact the Town Clerk regarding liquor licensing.

**ACKNOWLEDGEMENT:** By my signature, I and my organization (User) hereby acknowledge to have received a copy of the Town of Grand Lake Resolution of policies for the Town of Grand Lake Public Facilities and Structures and that the policies have been read, understood and are agreed to comply with the terms thereof.

User Group Point of Contact Signature

**WAIVER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS CLAUSE:** By my signature, I agree and understand that the Town of Grand Lake is not responsible for the actions, activities or property of Users using the Town of Grand Lake's structures and/or facilities and hereby, for myself and the User Group I represent, I release and absolve the Town of Grand Lake from any liability associated with those actions, activities and/or property described herein this Agreement. I further indemnify and hold harmless the Town of Grand Lake from any and all claims arising out of our use of the premises; including costs associated with cleaning and waste removal as well as all costs and attorney's fees incurred in collecting for damages to said structure and/or facility or defending against claims of Users or User's invitees.

User Group Point of Contact Signature

Town of Grand Lake  
P.O. Box 99  
Grand Lake, CO 80447  
Ph. (970) 627-3435  
FAX (970) 627-9290  
town@toglco.com



1026 Park Ave · PO Box 99  
Grand Lake, CO 80447  
970-627-3435  
www.townofgrandlake.com

May 13, 2024

To: Mayor Kudron and Board of Trustees  
From: Alayna Carrell, Town Clerk  
Re: Setting of Certain Fees for the Grand Arts Council's, "Comedy Night" event on May 25, 2024

**Purpose**

The Town has received a request from the Grand Arts Council for the use of the Community House to hold their "Comedy Night" event on May 25, 2024.

**Background**

Grand Arts Council continues to bring laughter to the stage for everyone to enjoy. They are requesting facility rental fees be waived for their "Comedy Night" event to be held on the following date:

May 25, 2024, from 5:00PM to 10:00PM

The standard fee for use of the Community House as adopted by the Board of Trustees is \$300.00 per day for a non-profit organization. The total fee would be \$300.00.

Colorado state statute allows the Town to "aid and foster, by all lawful measures, associated charity organizations by appropriations and to grant the use of suitable rooms in the municipal buildings. No portion of any money so appropriated shall be given or loaned to any society, corporation, association, or institution that may be wholly or in part under sectarian or denominational control." C.R.S. § 31-15-901(1)(c).

**Staff Recommendation**

Staff recommends the Board grants the Grand Arts Council's request to waive the facility rental fee for their event.

**Board Action**

The Board has several options to consider including:

1. Granting the request by adopting the resolution; or
2. Granting the request with modifications; or
3. Deny the request.

Suggested motions:

1. ***I move to adopt Resolution 29-2024, A RESOLUTION SETTING CERTAIN FEES FOR THE GRAND ARTS COUNCIL'S, USE OF THE COMMUNITY HOUSE ON MAY 25, 2024.***

Or

2. ***I move to adopt Resolution 29-2024, A RESOLUTION SETTING CERTAIN FEES FOR THE GRAND ARTS COUNCIL'S, USE OF THE COMMUNITY HOUSE ON MAY 25, 2024, as presented, with the following conditions \_\_\_\_\_.***

Or

3. ***I move to deny the request to waive the facility use fee.***

**TOWN OF GRAND LAKE  
BOARD OF TRUSTEES  
RESOLUTION NO. 29-2024**

**A RESOLUTION SETTING CERTAIN FEES FOR THE GRAND ARTS COUNCIL'S  
USE OF THE COMMUNITY HOUSE ON MAY 25, 2024**

WHEREAS, the Grand Arts Council has scheduled the use of the Community House on May 25, 2024, to hold their "Comedy Night" event; and,

WHEREAS, the rental fee for the use of the Community House for the scheduled time is set at \$300.00 for non-profit organizations; and,

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

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

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

THAT, the Board hereby waives rental fees for the use of the Community House for the Grand Arts Council's, "Comedy Night" event to be held on May 25, 2024.

**DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF  
THE TOWN OF GRAND LAKE THIS 13th DAY OF MAY 2024.**

Votes Approving:  
Votes Opposing:  
Votes Abstaining:  
Absent:

(SEAL)

**ATTEST:**

\_\_\_\_\_  
Alayna Carrell, Town Clerk

\_\_\_\_\_  
Stephan Kudron, Town Mayor



RECEIVED

APR 08 2024

Date Received:	_____	Section 10, Item G.
Fee Total Paid	_____	
Deposit Total Paid:	_____	
Facility Requested:	_____	

**TOWN OF GRAND LAKE STRUCTURE AND FACILITY APPLICATION AND USE AGREEMENT**

According to the use policies for Town of Grand Lake public facilities and structures (outlined by Resolution), any group or governmental entity (User) desiring to use public facilities and structure shall comply with the terms of the Resolution. The following information is required for this Application and Use Agreement.

User / Group Name:	GRAND ARTS COUNCIL
User / Group Contact Person:	ALAN WALKER
Contact Mailing Address:	_____
Contact Daytime Telephone Number:	_____
Contact Email Address:	_____

Is this user group a Government, Non-Profit, or Special District?  Yes  No

Is this a reoccurring event?  Yes  No

Is this a pecuniary use? (Will you be selling something?)  Yes  No

Please indicate event name, or use:  
COMEDY NIGHT

Please identify your waste removal plan:  
WE WILL CLEAN UP & REMOVE

Please check which structure(s) and/or facility (and applicable subsequent amenity) you would like to use as well as note the date(s) and time period(s):

- Community House (\$550 Deposit) + Fee \*  
Non profit (\$150/\$300) all others (\$300/\$600)
- Heckert Pavilion (\$20 non profit per hr) private \$30 per hr.
  - Electricity Use Requested (+\$25)
- Town Square Gazebo (\$10 per hr non-profit) private \$20 per hr.
  - Electricity Use Requested(+\$25)
- Lakefront Park (Upper) Picnic Shelter (\$20 non-profit per hr) private \$30 per hr
  - Electricity Use Requested(+\$25)
- Lakefront Park (Lower) Picnic Shelter (\$20 non-profit per hr) private \$30 per hr
  - Electricity Use Requested(+\$25)
- Pitkin Annex ( \$550 Deposit) +Fee (\$30 non-profit ½ day, \$50 full day) private \$50 ½ day, \$100 full day

<b>DATE REQUESTED-START &amp; END TIME</b>
MAY 25, 2024 5-10 PM
*REQUESTING FEE WAIVED
_____
_____
_____
_____

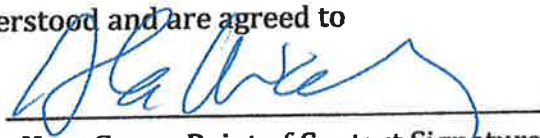
Please identify all businesses (including addresses and phone numbers) that may be providing services for this use. This list should include caterers, music services, rental companies, etc. Businesses providing delivery services should also be included:

COMEDY WORKS

223

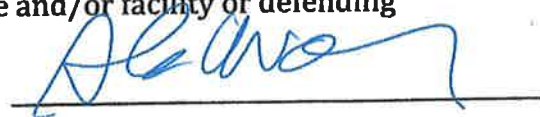
**NOTE: No alcohol is allowed in Town Parks.** If a private event, alcohol may be provided in the Community House only. If alcohol is to be sold, please contact the Town Clerk regarding liquor licensing.

**ACKNOWLEDGEMENT:** By my signature, I and my organization (User) hereby acknowledge to have received a copy of the Town of Grand Lake Resolution of policies for the Town of Grand Lake Public Facilities and Structures and that the policies have been read, understood and are agreed to comply with the terms thereof.



User Group Point of Contact Signature

**WAIVER OF LIABILITY, INDEMNIFICATION AND HOLD HARMLESS CLAUSE:** By my signature, I agree and understand that the Town of Grand Lake is not responsible for the actions, activities or property of Users using the Town of Grand Lake's structures and/or facilities and hereby, for myself and the User Group I represent, I release and absolve the Town of Grand Lake from any liability associated with those actions, activities and/or property described herein this Agreement. I further indemnify and hold harmless the Town of Grand Lake from any and all claims arising out of our use of the premises; including costs associated with cleaning and waste removal as well as all costs and attorney's fees incurred in collecting for damages to said structure and/or facility or defending against claims of Users or User's invitees.



User Group Point of Contact Signature

Town of Grand Lake  
P.O. Box 99  
Grand Lake, CO 80447  
Ph. (970) 627-3435  
FAX (970) 627-9290  
town@toglco.com





May 13<sup>th</sup>, 2024

To: Mayor Kudron and The Board of Trustees  
From: Kim White, Community Development Director

RE: Resolution 31-2024: Conditional Use Permit business that generates income from the use of animals, also known as a dog boarding and training at Subd: Grand Lake Lots:9-10, Block 28, more commonly referred to as 304 West Portal Rd.



**Purpose**

The Town has received a Conditional Use Permit (CUP) application from George D. Wikinski (“The Applicant”) of Get Along Little Doggie Dog Training, for a business that generates income from the use of animals, also known as dog boarding and training located at Lot 9-10, Block 28, Town of Grand Lake, also known as 304 West Portal Rd. This requires recommendation by the Planning Commission and approval of a Conditional Use permit by the Board per Municipal code 12-2-31(B)

Conditional Uses are those uses allowed in a district, in addition to the uses by right, where so authorized, when and if a Conditional Use Permit (CUP) is granted under 12-2-31(B) of the Grand Lake Municipal Code.

The Conditional Use permit review process is intended to assure compatibility and harmony between the proposed conditional use with both the surrounding properties and the town at large. As implied by the name, a conditional use permit is subject to various conditions that may be imposed by the Town as decided by the Board of Trustees following a recommendation from the Planning Commission.

**Background**

Per municipal code 12-2-31 (B) staff presented the application to the Planning Commission on April 3rd, at which point the Planning Commission could decide to either formulate a recommendation to the Board of Trustees, or schedule a public hearing. The planning commission motioned to schedule a public hearing for May 1st. The Board of Trustees scheduled a Public Hearing for May 13<sup>th</sup>, 2024. Staff noticed the public hearing in the paper and to all the neighbors within 200’. 5 of the 19 notices have not been received to date. No letters for or against have been received in response to this notice.



At the May 1<sup>st</sup> PC hearing, the Planning Commission took into consideration the following factors while making a recommendation to the Town Board of Trustees:

- (ii) Relationship of the proposed Conditional Use to the economic development objectives of the Town and the anticipated impact of the Conditional Use on existing businesses and neighborhood residences. (as listed in 2.pdf)
- (iii) Effect upon the character of the area in which the proposed Conditional Use is to be located, including the scale and bulk of the proposed Conditional Use in relation to surrounding uses and neighborhood. (as listed in 3.pdf)
- (iv) Other factors such as: hours of operation; signage; specific businesses, land owners or other interested parties to be notified; or proposed conditions of CUP issuance. (as listed in 1.pdf)

At the May 1<sup>st</sup>, PC hearing, the Commission voted 4:0 to approve the Conditional use with conditions cited in the attached draft resolution.

The Board will hear the now matter and make a motion as described in the code as follows.

**Municipal Code Procedure:**

12-2-31 (B) 3 (b) Procedure before the Board of Trustees....

- 2. In the Public Hearing, the Town Board of Trustees may move to approve, modify or disapprove the recommendation of the Planning Commission by Resolution.

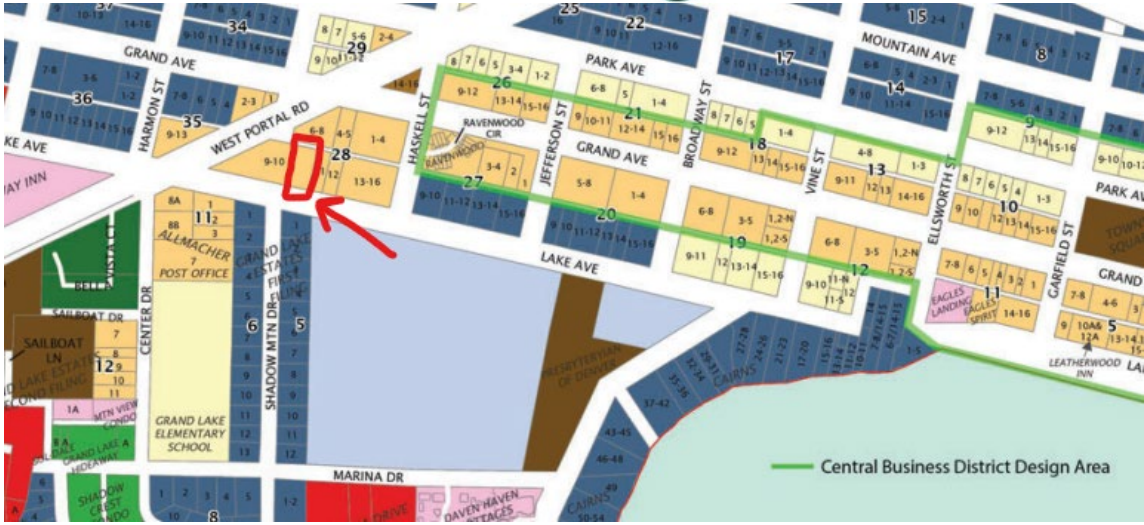
**Staff Comments:**

The Town may impose conditions with the review of a Conditional Use Permit, including improvements that are deemed necessary to achieve compatibility with the Town’s commercial zoning appearance or other standards. The applicability of district regulations requires that buildings conform with Code standards. The change in the use and character requires a new development application which was submitted as the CUP application. The proposed use is deemed to amend previously approved CUP plans. The requirements to achieve compatibility and Code compliance vary based on the request.

The new business, Get Along Little Doggie, is proposing to change the use for the existing building. The previous business was employee housing for local businesses. The change of use will decrease the amount of full-time individuals on the property to the single owner, but will increase the animal use to allow 10-15 dogs during the day with proposed hours of 7 days a week from 8a-5p except Wednesday, when hours will be 6p-7pm.

The site will include an office space, agility course areas, two play areas with chain-link fencing screened from the property with wooden privacy fence, a garage used for evening training classes, a bunk house, parking stalls along the front and sides of the building on the property (site plan).

Per 11-4-1, Streets with on street parking require sidewalks or boardwalks. This site is outside of the Central Business District Design Area and does not have any improved shoulders, walkways, or on-street parking currently. As such, Staff has recommended that improvements to the parking area in the front of the property be made.



Code 12-7-4 includes design standards for commercial structures. All structures are subject to these Code standards.

- The color palette and materials have been reviewed and are found to be consistent with the Code.
- Refuse is located in the parking lot in the SE corner of the site plan (shown as TR). Per section E, fencing to screen the trash receptacle is requested.
- The applicant has addressed noise nuisance by stating that the dogs will always be supervised and he will ensure the dogs will not disturb the neighbors. Any nuisance violation will be handled as reported.
- Any lighting will be dark-sky compliant, and with bulbs not being able to be seen off of the property.
- Snow storage is shown on the east side of the lot.
- The sign submitted meets the guidelines of the Town sign code for material and color.
- The applicant has lease from the owners to run the business and the bunk house is located in the back 50' of the commercial lot, so living on site is in compliance with the code.
- The applicant has supplied 5 on-site parking spaces that are required.
- The planning commission reviewed requirements from a previous CUP with a similar business plan and included the following in their recommendation to approve the CUP for business:
  1. The applicant comply with the requirements of Municipal Code Chapter 8: Regulation of Animals; and
  2. The applicant is the considered the responsible party and/or "person" of the animals relating to Municipal Code Chapter 8: Regulation of Animals; and
  3. The applicant obtain all permits and comply with inspections required by the State of Colorado; and
  4. All permits necessary to comply with the Municipal Code shall be obtained by the applicant; and
  5. The outdoor operating hours are limited to 8a-5p, 7 days a week plus 6p-7pm on Wednesdays; and
  6. The breeding of animals is NOT permitted; and
  7. The applicant is responsible for maintaining a clean facility including the area immediately surrounding the premise, as determined by the Town; and
  8. The play area shall graded, drained and maintained by the applicant to prohibit off premise discharge of any and all animal waste; and
  9. All animal care activities such as grooming and washing shall be conducted inside the facility; and
  10. The applicant shall install a wood privacy fence; and
  11. All structures, including shade shelters, shall be constructed less than 6' in height and in accordance with the Municipal Code; and
  12. The applicant shall adhere to the site plan provided in Exhibit A; and





- 13. The Town shall review the Conditional Use Permit if two (2) or more written complaints, including citations, which are received by the Town in any twelve-month period. The review shall be conducted according to Municipal Code 12-2-18(B);

**Submission Materials Complete:**

Items located in the attached application have an X next to them if found.

There are multiple documents attached to this packet. The attachments have a number in the file name which can be cross-referenced with the items below and their location (number.pdf then page of the pdf).

- operational hours and functions (1.pdf page 6)
- management responsibilities (1.pdf page 4)
- assessed neighborhood compatibility and impact (1.pdf page 4)
- Signage (1.pdf page 7)
- layout of the structure with the proposed use, ingress and egress point (1.pdf page 6)
- parking and vehicular ingress and egress points (1.pdf page 6)
- snow storage (1.pdf page 6)
- Landowner or Homeowners Association approval (1.pdf page 5,8)
- trash receptacles (1.pdf page 6)
- specific businesses landowners or other interested parties to be notified

**Suggested Motions:**

- 1. I motion to approve Resolution 31-2024, A Conditional Use Permit for Get Along Little Doggie Dog Training at 304 West Portal Rd. to the Board as written.  
OR
- 2. I motion to approve Resolution 31-2024, A Conditional Use Permit for Get Along Little Doggie Dog Training at 304 West Portal Rd. to the Board with the following necessary and appropriate terms and conditions \_\_\_\_\_.  
OR
- 3. I motion to deny a Conditional Use Permit for Get Along Little Doggie Dog Training For the following reasons \_\_\_\_\_



# Town of Grand Lake

## LAND USE REVIEW APPLICATION FORM

P.O. Box 99 • 1026 Park Avenue • Grand Lake, CO 80447  
Phone: 970-627-3435 • Fax: 970-627-9290  
Email: planner@toglco.com • Website: townofgrandlake.com

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

### PROPERTY

Property Address (or general location if not addressed): 304 West Lake Ave  
Legal Description: Lot 940 Block 28 Subdivision TOGL  
Lot Area (in square feet or acres): \_\_\_\_\_ Existing Use of Property: Empty

### TYPE OF REVIEW (check one)

- Rezoning
- Subdivision
- Minor Subdivision
- Annexation
- Planned Development
- Conditional Use
- Vacation – Public right-of-way
- Amendments to approved Subdivision or PD
- Other: \_\_\_\_\_

### PROPOSAL

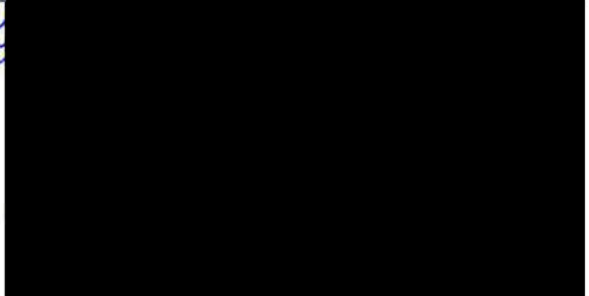
Description of Proposal (include proposed use and summarize number and size of units/buildings/lots, as applicable)  
Doggie Daycare/Dog Training/Dog Boarding Garage 576 sq Small  
Cottage 312 sq large Cottage 900 sq 1/2 acre

### Applicant Information

Is the Applicant the owner of the property? Yes  No   
If the Applicant is not the owner of the property, does the Applicant have authority from the property owner to engage in the proposed use? Yes  No   
Please have the landlord fill in the "Contact Information" section below to confirm authorization of this specific use for the tenant/applicant use.

Name of Development: Get Along Little Doggie Dog Training  
Name of Applicant: George B. Wilenast Email: \_\_\_\_\_  
Address: 304 West Lake Ave P.O. Box 797 Phone: \_\_\_\_\_  
City: Grand Lake State: CO Zip: 80447 Fax: \_\_\_\_\_

Contact Information (if not the applicant)  check box if landlord  
Name of Contact: Charles Cowles Email: \_\_\_\_\_  
Address: P.O. Box 2047 Phone: \_\_\_\_\_  
City: Grand Lake State: CO Zip: 80447 Fax: \_\_\_\_\_



### STAFF USE ONLY

File Name: \_\_\_\_\_  
Application Received By: kwhite Date: 4/1/2024 Time: 9:30a  
Fee Paid: yes Amount: \$300 rcvd 3/27 Reimbursement Form Signed:  Yes Date: \_\_\_\_\_  No

Updated 3/25/2024



**TOWN OF GRAND LAKE  
AGREEMENT FOR PAYMENT OF  
REVIEW AND DEVELOPMENT EXPENSES INCURRED BY THE  
TOWN SUBDIVISION, ANNEXATION, LAND USE AND ZONING  
PROCESS**

THIS AGREEMENT ("the Agreement" is entered into this 1<sup>st</sup> day of April, 2024, by and between the Town of Grand Lake, Colorado, a Colorado municipal corporation, ("the Town") and Get Along Little Duggin Dog Training L.L.C., a LLC (homeowner, type of corporation, LLC, etc. if applicable), (collectively, "the Applicant").

**WHEREAS**, the Applicant owns, or has rights to the possession and use of, certain property situated in Grand County, Colorado described on Exhibit A, attached hereto and incorporated herein by reference, ("the Property");

**WHEREAS**, the development and land use review process includes review of all aspects of land use including, but not limited to, annexation, subdivision, zoning, change of land use, installation of public improvements, conditional uses, dedication of lands and the availability of and feasibility of providing utility services;

**WHEREAS**, the Applicant desires to develop or conduct a conditional use on the Property and has made application to the Town for approval of subdivision, annexation, conditional use, and/or zoning of the Property, and

**WHEREAS**, the Parties recognize that the land use fees as specified by the Municipal Code of the Town may not be adequate to fully cover the Town's expenses incurred during the application process, including but not limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, consultant fees, and fees for administrative time of Town staff, including, but not limited to managerial, clerical, billing, and review time, and

**WHEREAS**, the Parties hereto recognize that the Town will continue to incur expenses through the entire review process until final completion of the development or conditional use including but not limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, consultant fees, and fees for administrative time of Town staff, security, permits and easements;

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

1. The Town has collected or will collect certain subdivision, annexation and land use fees from the Applicant and the Town will apply those fees against the review expenses incurred by the Town while processing the Applicant's development review or conditional use proposal. In the event the Town incurs review expenses greater than the monies collected from the Applicant, the Applicant agrees to reimburse the Town for the additional expenses and fees upon submittal of an invoice. 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 be cause for the Town to cease processing the application, cease development of the Property, deny approval of the application, withhold the issuance of building permits, conditional use permits, or certificates of occupancy and for the Town to exercise such rights and remedies as are otherwise available to it in law or equity or under the applicable provisions of the Town Code.



2. 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 file such notices as are required by the Town's regulations. The Applicant shall be liable for all costs incurred by the Town in terminating the processing of the application.
3. If the Applicant fails to pay the fees and costs required herein when due, 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 1, above. The Town shall be entitled to recover from Applicant all court costs and attorneys' fees incurred in collection of the balance due, including interest on the amount due from its due date at the rate of 18% per annum.
4. The Town will account for all funds expended and fees and expenses incurred by the Town as a result of review of the application throughout the review process. Statements of expenses incurred will be made available to the Applicant by the Town. Expenses to be charged to the Applicant's account shall include, but shall not be limited to legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, consultant fees, fees for administrative time of Town staff, security, permits and easements. Within 60 days after the completion of the processing of the application by the Town, the Town will provide Applicant with a statement of account and will refund to the Applicant any funds paid by the Applicant that were not expended by the Town, except where the Parties expressly agree to the contrary.
5. Applicant's obligation to pay the costs and expenses provided for in this Agreement shall exist and continue independent of whether the Applicant's application, or any part thereof, is approved, approved with conditions, denied, withdrawn, or terminated by the Town or the Applicant prior to a final decision in the process.

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

PRINTED APPLICANT'S NAME: George J. Wilcinski

APPLICANT'S SIGNATURE:   
Signature

TOWN OF GRAND LAKE  
By:   
Kim White, Community Development Director

SEAL

Attest:  
  
Alayna Carrell, Town Clerk

# Get Along Little Doggie Dog Training

George D Wilcinski  
Master Dog Handler/Trainer

P. O. Box 797  
Grand Lake, Co. 80447

Town of Grand Lake /co/Kimberly White  
Street Address  
1026 Park Avenue Grand Lake, Co. 80447  
970-627-3435  
planner@toglco.com

3-25-24

Dear Town of Grand Lake /co/Kimberly White,

The nature of my business and what I plan to use this property for is to have a facility to be able to train dogs in a variety of disciplines based on programs developed by the AKC. I am a certified evaluator for the AKC and want to teach their Star Puppy classes, agility, trick and canine good citizen testing. I will utilize the garage space as a class in the evenings for group classes and in the daytime inside space for doggie daycare. The yard area will be fenced in with a 6-foot wooden privacy fence and the inside then will be separated into separate areas for different sized dogs. The small studio area will be my office space. The old bunkhouse will become my residence, where I will on occasion pet sit or overnight board others pets. I will only board up to three dogs. For the daycare, I will limit it to 10-15 dogs at a time.

I will always supervise the dogs and keep the noise level down to not disturb my neighbors. There is parking provided in front of the residence off the street. I am not selling any items other than my services, so I don't have a sales tax license. I do have a federal Ein and the business is registered with the state.

Sincerely,

George D Wilcinski



**CCR property information**

Charles Cowles [REDACTED]

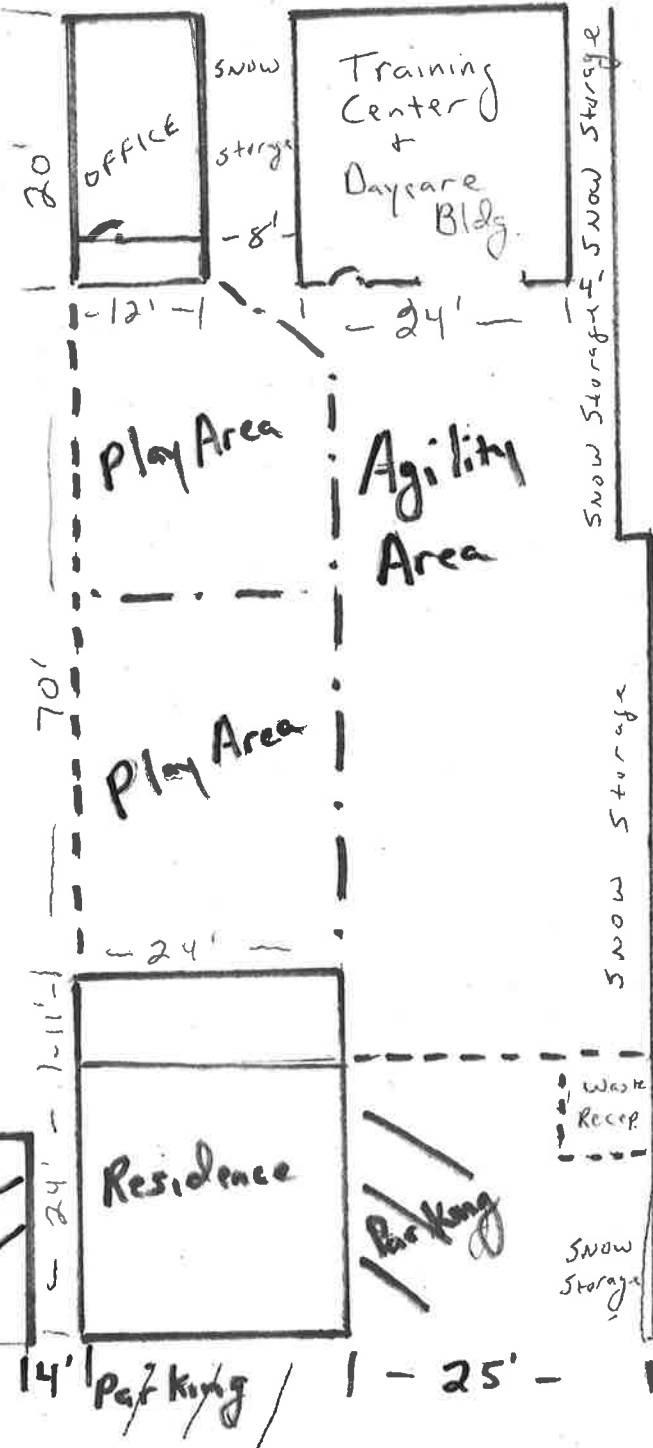
Tue 3/26/2024 4:41 PM

 1 attachments (327 KB)

CCRWilcinskiropertyinfo.3-24.pdf;

Please find attached the legal description of the entire property, including the barn area. Also listed is the size of the garage, small cottage and approximate size of the larger cottage and the land that those three buildings sit on. At the bottom is our signed authorization for George Wilcinski to live and operate a dog care and training facility on the site. Let me know if there is anything else. I will be gone all day Wednesday and back on Thursday . Chas

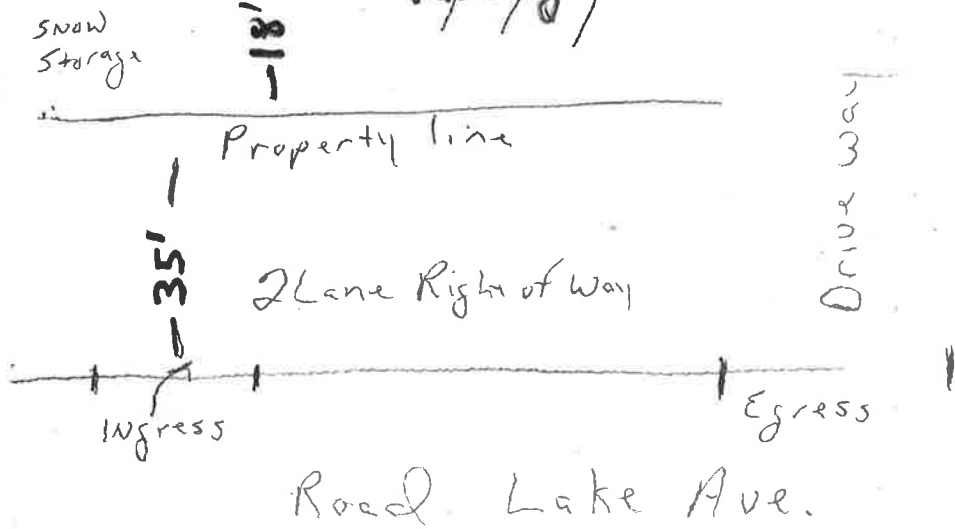
Alley



Get Along Little Doggie  
 Dog Training & Daycare  
 Hours M-Sun 8am-5p.m  
 Wed 6p.m-7p.m  
 10 dogs @ anytime 8-5p  
 For Daycare  
 1 person per 15 dogs @  
 all time under constant  
 supervision per P.A.C.F.A  
 Licensing.

The Wizard  
 Commer. Prop.  
 Commer. Prop.

6' Wooden Privacy fence  
 Chain Fence





# GET ALONG LITTLE DOGGIE



DOG TRAINING  
&

DOGGIE DAYCARE



SCHEDULE A (continued)

LEGAL DESCRIPTION

The Land referred to herein is located in the County of Grand, State of Colorado, and described as follows:

Lots 14, 15, and 16,  
Block 35,  
TOWN OF GRAND LAKE, according to the Plat thereof filed August 15, 1903 as Reception No. 9066.  
EXCEPT those portions conveyed to the United States by Warranty Deed recorded in Book 87 at Page 569 as File No. 52131,

AND

Lot 9 and 10,  
Block 28,  
TOWN OF GRAND LAKE, according to the Plat thereof filed August 15, 1903 as Reception No. 9066,  
and the West 1/2 of that portion of Perry Street adjoining Lot 16 on the East and the East 1/2 of the  
portion of Perry Street adjoining said Lot 9 on the West, vacated by the Board of County Commissioners  
of Grand County Resolution recorded in Book 121 at Page 476.

*This is the legal description of  
the entire property including the Barn.*

*Gauge - 576 \$  
Smaller Hge - 312 \$  
larger cottage - 900 \$  
The land of the above is approx 1/2 - 1/3 acre.*

*This is authorization from Community Church of the  
Rockies for George Wilcinski to use the gauge, small  
cottage, and larger cottage for his residence and to run  
a dog care and training facility.*

*Chris Bush  
Elder of CCR 3-26-24*

Affidavit of George D. Wilinski

Section 10, Item H.

I George D. Wilinski swear that the following information on the application and other pages for the application is true and correct to the best of my knowledge and I also understand that knowing submission of false information shall be cause for the Sub P to be immediately revoked without notice or hearing

George D. Wilinski 3/27/24





# TOWN OF GRAND LAKE Comprehensive Plan



November 2020



# Plan Theme: A Healthy Economy

## Background

Since the turn of the twentieth century, Grand Lake’s economy has been strongly linked to tourism and outdoor recreation. Grand Lake’s location as the western gateway to Rocky Mountain National Park is a significant economic asset for the community. Over 4.5 million tourists visited Rocky Mountain National Park (RMNP) in 2018, although the majority of park visitors travel through RMNP’s eastern gateway, Estes Park, and do not make the journey to Grand Lake. In addition, the vast majority of trips to RMNP are between June and September.



Western RMNP Entrance 13

Likewise, Grand Lake’s economy is largely seasonal, yet includes many other unique attractions besides RMNP: hiking, ATV and mountain biking trails on US Forest Service land; a historic, walkable downtown on the shore of Grand Lake; rowing, paddling, boating and fishing on Grand Lake and Shadow Mountain Reservoir; an annual Regatta Week hosted by the Grand Lake Yacht Club; the long-standing Buffalo Days Weekend festival and other local cultural events, notably performances by the Rocky Mountain Repertory Theatre.



Grand Lake Festival 14

Mid-October through Memorial Day is Grand Lake’s “secondary season.” Those visitors that make the journey and access RMNP trails from the edge of town are treated to a winter wonderland. The Grand Lake Golf Course becomes the Grand Lake Nordic Center, available for cross-country skiing and snowshoeing. Two downhill ski resorts (Winter Park/Mary Jane and Granby Ranch) are within one hour drive of Grand Lake. And with access to hundreds of miles of snowmobile trails, Grand Lake is known as the “Snowmobile Capital of Colorado.”

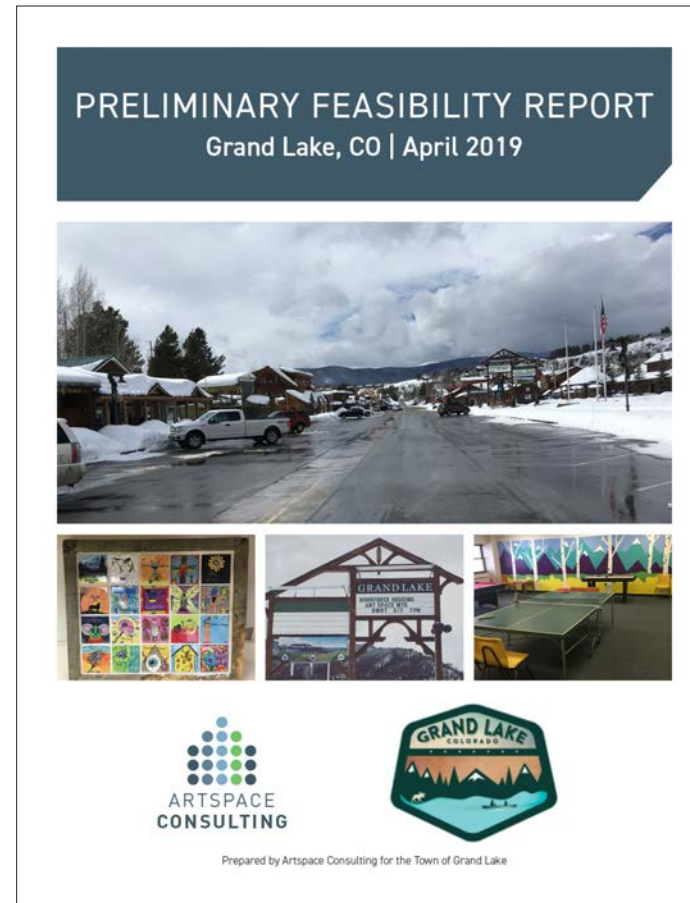


Snowmobiling in Grand Lake area 15

The sustainability of year-round tourism and outdoor recreation opportunities is vitally important to Grand Lake’s local economy. Grand Lake is committed to outdoor recreation in all seasons. Monthly and annual sales tax revenue from retail, restaurant, and lodging has been steadily increasing for the last several years.

One recent challenge is the Covid-19 pandemic which resulted in a dramatic reduction in tourism-related visits during the spring of 2020. Seasonal workers from foreign countries were also not able to travel to Grand Lake during the pandemic. High school students also typically leave the summer workforce in mid-August to return to school. Communities such as Grand Lake that are gateways to national parks can anticipate short-term fluctuations in business stability and revenue. Long-term economic resiliency may become dependent on retaining a year-round workforce that will create additional demand for local goods and services. An expanding workforce will also need to be supported with myriad social and human services in order to live year round in Grand Lake.

# Plan Theme: A Healthy Economy



Attracting more workforce housing is therefore vital to sustaining a healthy economy. The 2018 Housing Plan for the Study Areas of Granby, Grand Lake, Kremmling, and Hot Sulphur Springs identified the following potential housing unit goal by 2023: 20 homes and apartments deed restricted at or below 120% of the Area Median Income (AMI) for owners and 100% AMI for renters. The plan noted that accomplishing this goal would address 67% of the gap, in the Grand Lake area.

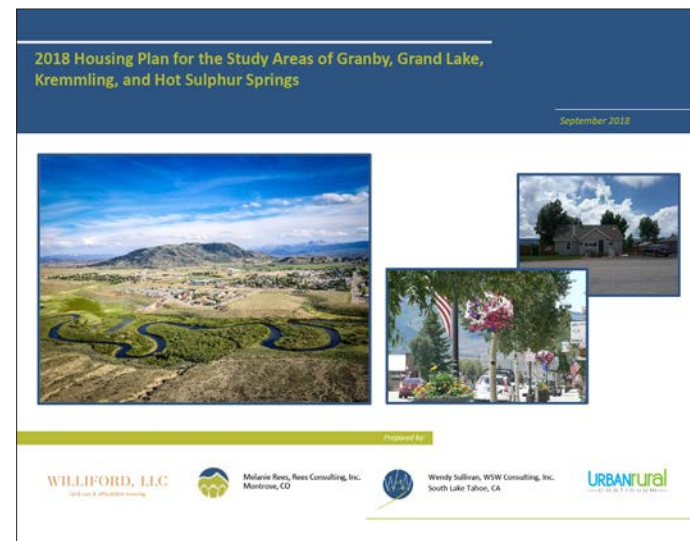
In 2018, Colorado Creative Industries (CCI) certified Grand Lake as a creative district, with access to the resources of “Space to Create”, a workforce housing program. A preliminary feasibility report completed in 2019 identified multiple sites in Grand Lake for a potential Artspace workforce housing project. A market study is underway and funding opportunities are currently being explored for this exceptional public private partnership opportunity.

Grand Lake has several other tools available for promoting affordable housing development, including an inclusionary housing ordinance, a housing fund, and residential and commercial linkage (impact) fees. Additional funding sources include tax credits, state and federal grant programs, debt financing with favorable terms, and local philanthropy such as the Grand Foundation.

Short-term rentals by owners (STR’s) offer a more frequent use of otherwise unoccupied single-family homes and condominium units within the Town. In 2019, nightly short-term rentals added approximately 860 pillows (assuming 6 to a unit) to the nightly rental inventory. While adding to the nightly rental lodging base and bringing in additional tax revenue, careful consideration should be taken with how the Town moves forward with regard to the short-term rental policy.

Providing an array of community services for workers is also key. Such services should include day care and medical and mental health services for younger populations.

Note: Colorado Statutes require inclusion of a Recreation and Tourism element within a comprehensive plan. The above information is intended to serve as the Recreation and Tourism plan element pursuant to C.R.S. 31-23-207 (5).







# Plan Theme: A Healthy Economy

**Guiding Principle:**  
*We value the businesses providing quality services, employment opportunities and an economic base for our community. Grand Lake is noted for the casual, historical, western character of its shops, restaurants and lodgings, even more convenient as our year-round economy is strengthening. We welcome current and future business opportunities.*

## ACHIEVABLE GOALS, STRATEGIES AND PRIORITY ACTIONS

<b>Economic Recovery &amp; Development</b>	
Achievable Goal: To recover from the economic impact of the Covid-19 pandemic.	Priority Action:
Key Strategy: Work with state agencies, community development organizations and local business owners and tenants to stabilize the economic impacts of the Covid-19 pandemic.	Encourage the marketing and animation of any vacant storefronts using pop-ups and other shared retail concepts.
	Create temporary parklets on Grand Avenue between Hancock Street and Vine Street to add usable outdoor space and expand business capacity working within specified design guidelines.
	Update Chapter 12 Article 2 of the Town’s Land Use Regulations to create an administrative temporary use permit with specified temporary use provisions for commercial zoning districts.
	Update Chapter 12 Article 2 of the Town’s Land Use Regulations to expand vehicle stacking space design requirements for commercial drive-through and pickup services.
	Update Chapter 6 Article 2 of the Town’s Sign Regulations to provide greater flexibility for the commercial use of temporary signage, including addressing of the seven consecutive day limitation.
Achievable Goal: To foster a sustainable year-round local economy.	Priority Action:
Key Strategy: Work with local businesses to target market needs along with associated improvements to the Town’s land development regulations.	Create a strategic plan for diversifying the local employment base, increasing the retail mix and making other long-term adjustments to improve economic resiliency.
	Update Chapter 12 Article 2 of the Town’s Land Use Regulations to reduce obstacles associated with attracting new businesses by streamlining development review and permitting procedures.
	Update Chapter 12 Article 2 of the Town’s Land Use Regulations to create a Historic District zoning overlay along Grand Avenue between Hancock Street and Vine Street.
	Update Chapter 12 Article 2 of the Town’s Land Use Regulations to combine the Commercial Transition and Commercial Zoning districts into a new Commercial Mixed-Use Zoning District that provides for developing a full range of retail, office, artisan industry, high density residential, institutional and civic uses.
	Update the Town’s Zoning Map to reflect the new Historic District and Mixed-Use Commercial zoning categories.
<b>Attainable Housing</b>	
Achievable Goal: To increase the number of housing units available for Grand Lake’s workforce.	Priority Action:
Key Strategy: Work with federal, state and local agencies and the private sector to develop new workforce housing in Grand Lake.	Update Chapter 12 Article 10 of the Town’s Land Use Regulations to clarify and enhance the affordable housing requirements.
	Update Chapter 12 Article 2 of the Town’s Land Use Regulations to lessen restrictions that create a disincentive for the development of Accessory Dwelling Units (ADU’s) and tiny homes.
	Update Chapter 12 Article 2 of the Town’s Land Use Regulations to provide density bonuses for deed-restricted multi-family housing development.
	Adopt criteria and funding priorities for use of the Town’s Housing Fund.
	Develop and purchase land as needed for workforce housing.
	Explore public/private partnerships to develop rent-restricted multifamily housing.



# Acknowledgements

## Grand Lake Town Board

Steve Kudron, *Mayor*  
Jonah Landy, *Mayor Pro-Tem*  
Michael Arntson  
Ernie Bjorkman  
Tom Bruton  
Melissa Ratzmann  
Cindy Southway

## Grand Lake Planning Commission

Hayden (Hoppe) Southway, *Chairperson*  
Robert Canon, *Vice Chairperson*  
Ernie Bjorkman  
Judy Burke  
Diane Mahoney  
John Murray  
James Shockey

## Grand Lake Comprehensive Plan Task Force

Ginny Wilkinson, *Chairperson*  
Jim Cervenka, *Vice Chairperson*  
Jennifer Brown  
Tom Bruton  
Judy Burke  
Elin Capps  
Cindi Cunningham  
John Murray  
Donna Ready  
Alan Walker

## Town Staff

John Crone, *Town Manager*  
Kimberly White, *Town Planner*

## Project Consultants

Martin Landers, AICP  
Paul Mills, RLA  
Shelley La Mastra, RLA  
Colleen Hannon  
Plan Tools  
Russell + Mills Studios  
Russell + Mills Studios  
West Slope Resource Development

## Photo Credits

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| Cover page | Grand Lake Chamber of Commerce |

## Special Thanks

Special thanks to: the Colorado Department of Local Affairs for its generous grant assistance; Grand Lake Heart and Soul; Scott Ready at MountainLake.com; Nate Shull, former Town planner; and everyone in Grand Lake who participated in one or more of the community events associated with the project. The Town wishes to acknowledge the contributions of those citizens and consultants involved in the original 2006 Grand Lake Comprehensive Plan that preceded this 2020 Grand Lake Comprehensive Plan update.



**Guiding Principle:**  
*We value the historical character and serenity of our small-town community that supports the quality of life in and around Grand Lake.*

## ACHIEVABLE GOALS, STRATEGIES AND PRIORITY ACTIONS

Community Design	
Achievable Goal: To preserve Grand Lake’s unique rustic small-town character.	Priority Action:
Key Strategy: Work with national, state and local agencies and organizations to protect Grand Lake’s historic resources.	Update the Design Review Standards in Chapter 12 Article 7 of the Town’s Land Use Regulations to include recommendations from the Design Guidelines for the Central Business District and the Streetscape Master Plan.
	Continue to implement the Action Items listed in the Streetscape Master Plan.
	Explore opportunities to revitalize existing building frontages in the central business district that are inconsistent with the Town’s rustic western style.
	Update and implement Lake Front Park design concepts.
Land Use	
Achievable Goal: To foster quality development.	Priority Action:
Key Strategy: Work with local stakeholders to update the Town’s land development regulations.	Update Chapter 12 Article 2 of the Town’s Land Use Regulations to add purpose and intent statements for each of the eighteen zoning districts, and consolidate permitted uses into a single table for ease of reference.
	Update Chapter 12 Article 9 of the Town’s Land Use Regulations to streamline development review procedures and consolidate application types into a single table for ease of reference.
	Update Chapter 6 Article 2 of the Town’s Sign Code to be legally compliant with content-neutrality standards.
	Integrate all relevant Articles from Chapters 6, 11, 12 and 13 of the Town Municipal Code into a unified land development code and resolve any discrepancies or redundancies.
	Update the Town’s Official Zoning Map consistent with the Land Use Plan’s color code and any rezoning or other corrections since 2012.
Managing Growth	
Achievable Goal: To maintain control of local land use decisions.	Priority Action:
Key Strategy: Work with Grand County and others to direct growth into appropriate locations.	Adopt a Three Mile Area Plan in accordance with CRS 31-12-105.
	Annually adopt a resolution updating the Town’s Three Mile Area Plan in accordance with CRS 31 -12-105.
	Prepare an extraterritorial Major Street Plan in accordance with CRS 31-23 212 and 213.

**TOWN OF GRAND LAKE  
PLANNING COMMISSION  
RESOLUTION NO. 31 – 2024**

**A RESOLUTION TO APPROVE THE CONDITIONAL USE PERMIT FOR A BOARDING FACILITY LOCATED AT BLOCK 28, LOT 9-10, TOWN OF GRAND LAKE; MORE COMMONLY REFERRED TO AS 304 WEST PORTAL RD.**

**WHEREAS**, the Town of Grand Lake (the “Town”) received an application for a conditional use permit to operate a boarding facility (the “Application”) at 304 West Portal Rd (the “Property”); and

**WHEREAS**, staff reviewed the application and found it to be complete and comply with the requirements of the Section 12-2-31(B)(3); and

**WHEREAS**, the Town of Grand Lake Municipal Code (the “Municipal Code”), Section 12-2-18: Regulations for Commercial District allows for conditional uses including “*fixed-business kennels, boarding facilities, horseback riding facilities, and other businesses that generate income from the use and utilization of animals*”; and

**WHEREAS**, Municipal Code 12-2-31(B): Conditional Use Permits, allows the Planning Commission the option of scheduling a Public Hearing prior to consideration; and

**WHEREAS**, on April 3<sup>rd</sup>, 2024, the Planning Commission motioned to properly notice and conduct a public hearing on the Application on April 22<sup>nd</sup>, 2024; and

**WHEREAS**, Municipal Code 12-2-31(B): Conditional Use Permits states:

*The Planning Commission shall take the following factors into consideration prior to making recommendation to the Town Board of Trustees:*

- 1. Relationship of the proposed Conditional Use to the economic development objectives of the Town and the anticipated impact of the Conditional Use on existing businesses and neighborhood residences.*
- 2. Effect upon the character of the area in which the proposed Conditional Use is to be located, including the scale and bulk of the proposed Conditional Use in relation to surrounding uses and neighborhood.*
- 3. Such other factors and criteria as the Commission deems applicable to the proposed Conditional Use including but not limited to: hours of operation; signage; specific businesses, land owners or other interested parties to be notified; or proposed conditions of CUP issuance.*

**WHEREAS**, the Town of Grand Lake has made efforts to support local “brick and mortar” businesses; and

**WHEREAS**, the Zoning Regulations limits the location of boarding facilities to the Commercial District; and

**WHEREAS**, the Property is located within the Commercial District; and

**WHEREAS**, after taking into consideration the applicable factors in Municipal Code Section 12-2-31(B)(3)(a)(3); the Planning Commission forwards a favorable recommendation for approval of the Conditional Use Permit application limited by the following conditions to the Board of Trustees:

- 1. The applicant comply with the requirements of Municipal Code Chapter 8: Regulation of Animals; and
- 2. The applicant is the considered the responsible party and/or “person” of the animals relating to Municipal Code Chapter 8: Regulation of Animals; and
- 3. The applicant obtain all permits and comply with inspections required by the State of Colorado; and
- 4. All permits necessary to comply with the Municipal Code shall be obtained by the applicant; and
- 5. The outdoor operating hours are limited to 8a-5p, 7 days a week plus 6p-7pm on Wednesdays; and
- 6. The breeding of animals is NOT permitted; and
- 7. The applicant is responsible for maintaining a clean facility including the area immediately surrounding the premise, as determined by the Town; and
- 8. The play area shall graded, drained and maintained by the applicant to prohibit off premise discharge of any and all animal waste; and
- 9. All animal care activities such as grooming and washing shall be conducted inside the facility; and
- 10. The applicant shall install a wood privacy fence; and
- 11. All structures, including shade shelters, shall be constructed less than 6’ in height and in accordance with the Municipal Code; and
- 12. The applicant shall adhere to the site plan provided in Exhibit A; and
- 13. The Town shall review the Conditional Use Permit if two (2) or more written complaints, including citations, which are received by the Town in any twelve-month period. The review shall be conducted according to Municipal Code 12-2-18(B);

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

**THAT**, the Board of Trustees has reviewed the recommendations of the Planning Commission and the Application for a boarding facility located at Block 28, Lot 9-10, Town of Grand Lake during a properly noticed public hearing; and

**THAT**, the Applicant has fulfilled the necessary requirements set forth in the Municipal Code for the approval of the issuance of a Conditional Use Permit; and

**THAT**, after taking into consideration the applicable factors in Municipal Code Section 12-2-31(B)(3)(a)(3), the Board of Trustees hereby approves the Conditional Use Permit application subject to the following conditions:

- 1. The applicant comply with the requirements of Municipal Code Chapter 8: Regulation of Animals; and
- 2. The applicant is the considered the responsible party and/or “person” of the animals relating to Municipal Code Chapter 8: Regulation of Animals; and
- 3. The applicant obtain all permits and comply with inspections required by the State of Colorado; and
- 4. All permits necessary to comply with the Municipal Code shall be obtained by the applicant; and
- 5. The outdoor operating hours are limited to 8a-5p, 7 days a week plus 6p-7pm on Wednesdays; and
- 6. The breeding of animals is NOT permitted; and
- 7. The applicant is responsible for maintaining a clean facility including the area immediately surrounding the premise, as determined by the Town; and
- 8. The play area shall graded, drained and maintained by the applicant to prohibit off premise discharge of any and all animal waste; and
- 9. All animal care activities such as grooming and washing shall be conducted inside the facility; and
- 10. The applicant shall install a wood privacy fence; and
- 11. All structures, including shade shelters, shall be constructed less than 6’ in height and in accordance with

- the Municipal Code; and
- 12. The applicant shall adhere to the site plan provided in Exhibit A; and
- 13. The Town shall review the Conditional Use Permit if two (2) or more written complaints, including citations, which are received by the Town in any twelve-month period. The review shall be conducted according to Municipal Code 12-2-18(B);

DULY MOVED, SECONDED AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO THIS 13th DAY OF MAY, 2024.

( S E A L )

Votes Approving:  
 Votes Opposed:  
 Absent:  
 Abstained:

**ATTEST:**

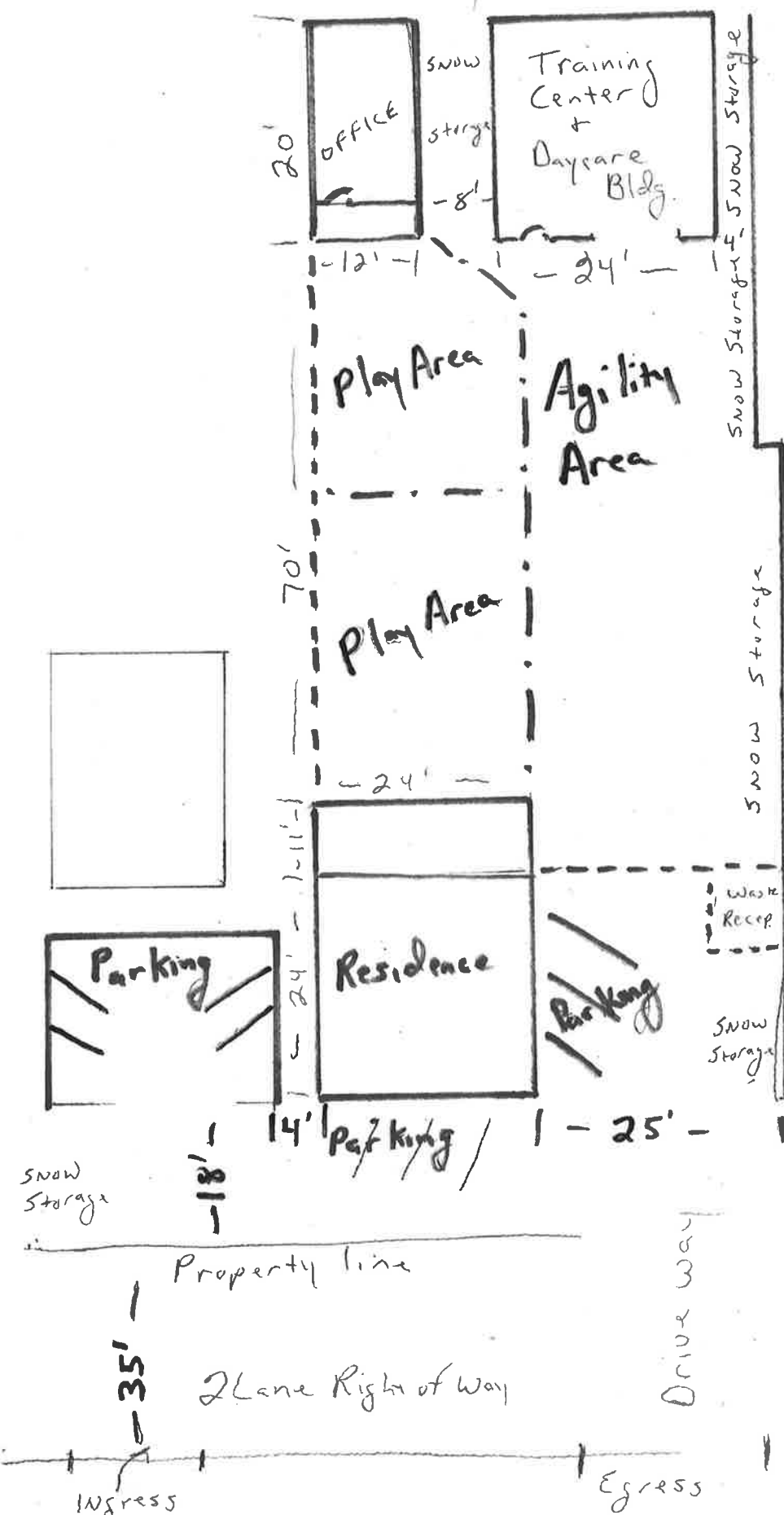
**BOARD OF TRUSTEES OF THE  
TOWN OF GRAND LAKE, COLORADO**

\_\_\_\_\_  
 Alayna Carrell, Town Clerk

By: \_\_\_\_\_  
 Steve Kudron, Mayor

Alley

Section 10, Item H.



Get Along Little Doggie  
Dog Training & Daycare

Hours M-Sun 8am-5p.m  
Wed 6p.m-7p.m

10 dogs @ anytime 8-5p  
For Daycare

1 person per 15 dogs @  
all time under constant  
supervision per P.A.C.F.A  
Licensing.

The Wizard  
Commer.  
Prop.

Commer.  
Prop.

6' Wooden  
Privacy fence

Chain Fence

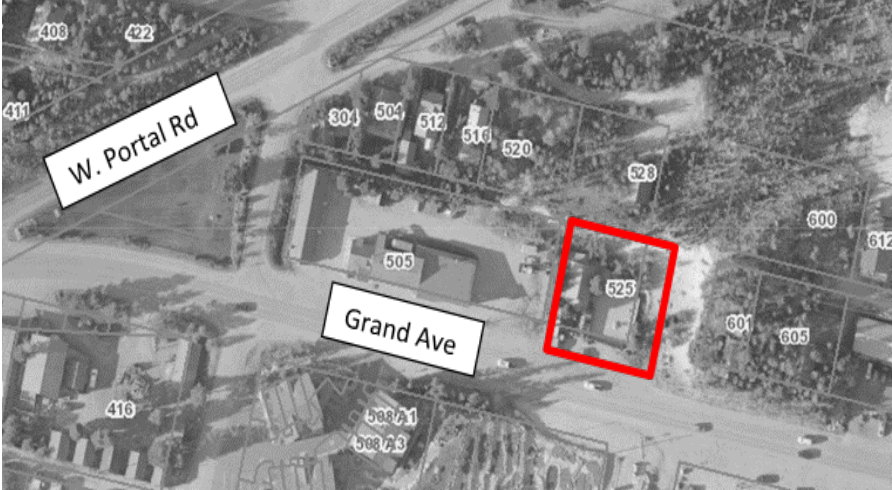
Road Lake Ave.



May 13<sup>th</sup>, 2024

To: Mayor Kudron and The Board of Trustees  
From: Kim White, Community Development Director

RE: Resolution 27-2024, Conditional Use Permit for a Marijuana Business Located at Block 26, Lots 15, Town of Grand Lake; More Commonly Referred to as 525 Grand Avenue



Purpose

The Town has received a Conditional Use Permit (CUP) application from Verts Grand Lake, LLC (“The Applicant”) care of Daniel Rowland for a Marijuana business that requires recommendation by the Planning Commission and approval of a Conditional Use permit by the Board per Municipal code 6-5-10(E)(3) and 12-2-31(B) located at Lot 15, Block 26, Town of Grand Lake, also known as 525 Grand Avenue. Conditional Uses are those uses allowed in a district, in addition to the uses by right, where so authorized, when and if a Conditional Use Permit (CUP) is granted under 12-2-31(B) of the Grand Lake Municipal Code.

**The Conditional Use permit review process is intended to assure compatibility and harmony between the proposed conditional use with both the surrounding properties and the town at large. As implied by the name, a conditional use permit is subject to various conditions that may be imposed by the Town as decided by the Board of Trustees following a recommendation from the Planning Commission.**

Background

Applications for application for marijuana store in Grand Lake were accepted by Town staff by November 6, 2023, at 4:00pm. Of the applications received, two entities had complete applications and were put into a lottery that was held on January 22, 2024. Verts Grand Lake, LLC was chosen via a number generator through random.org. to apply for a license as part of the process per GL municipal code 6-5-8. As part of the process, Verts Grand Lake, LLC must apply for a conditional use permit for this use. Per municipal code 12-2-31 (B) staff presented the application to the Planning Commission at the previous Planning Meeting on April 3<sup>rd</sup>, at which point the Planning Commission voted to schedule a public hearing. Staff noticed the meeting 15 days prior to the April 17<sup>th</sup> meeting. Of the 12 certified letters mailed, 9 have been received with no letters have been received for or against the application. A letter was sent to Town prior to the official noticing of the item. It is attached as Exhibit 9. Staff presented the application during Public Hearing to the Planning Commission on April 17<sup>th</sup>, 2024 at which point the Planning Commission discussed the matter and moved to continue until May 1<sup>st</sup>, 2024. Since the Planning Commission continued the hearing and did not make a





recommendation to the Board at the April 22<sup>nd</sup> BOT meeting, the Board continued the Conditional Use Permit Hearing until May 13<sup>th</sup> 2024 in order to have a recommendation from the Planning Commission.

At the May 1<sup>st</sup> PC hearing, the Planning Commission took into consideration the following factors while making a recommendation to the Town Board of Trustees:

- (ii) Relationship of the proposed Conditional Use to the economic development objectives of the Town and the anticipated impact of the Conditional Use on existing businesses and neighborhood residences (as listed in 6.pdf).
- (iii) Effect upon the character of the area in which the proposed Conditional Use is to be located, including the scale and bulk of the proposed Conditional Use in relation to surrounding uses and neighborhood (as listed in 7.pdf).
- (iv) Other factors such as: hours of operation; signage; specific businesses, land owners or other interested parties to be notified; or proposed conditions of CUP issuance (as listed in 1-5,8.pdf).

At the May 1<sup>st</sup>, PC hearing, the Commission voted 2:2 to approve the Conditional use with conditions cited in the attached draft resolution. The tie vote means that the motion did not gain majority of votes.

The Board will now hear the matter and make a motion as described in the code as follows.

### **Municipal Code Procedure:**

12-2-31 (B) 3 (b) Procedure before the Board of Trustees....

2. In the Public Hearing, the Town Board of Trustees may move to approve, modify or disapprove the recommendation of the Planning Commission by Resolution.

### **Staff Comment:**

The Town may impose conditions with the review of a Conditional Use Permit, including improvements that are deemed necessary to achieve compatibility with the Town's commercial district appearance or other standards. The applicability of district regulations requires that buildings conform with Code standards. The change in the use and character requires a new development application which was submitted as the CUP application. The proposed use is deemed to amend previously approved CUP plans. The requirements to achieve compatibility and Code compliance vary based on the request.

The new business, Verts Neighborhood Dispensary, is proposing to change the use of the existing building. The previous business was a dog grooming and boarding facility (subject to a Conditional Use Permit). In addition to a change in use, the business proposes an increase in the intensity of the use. The applicant has estimated the business will serve approximately 100 customers per day during the summer season. Staffing will include up to four full-time year-round employees with additional seasonal employees as needed.

Code 12-7-4 includes design standards for commercial structures. All structures are subject to these Code standards.

- The color palette and materials have been reviewed and are found to be consistent with the Code.
- Refuse will be addressed through the Town's self-service Pay As You Throw trash program eliminating the need for a dumpster. As listed in the applicant's submission, any trash containing cannabis waste will be mixed at a 1:1 rate, then recorded in a log and disposed of properly.
- The applicant has addressed odor nuisance and will use filtration, and free-standing air scrubbers to filter out odors and pathogens. Any nuisance violation will be handled as reported.



- On-site consumption is prohibited by Town Code and is addressed in the application stating that employees will be terminated immediately if found to use cannabis onsite, and there will be signs for consumers to not consume on the property or penalty of law. It is recommended that an additional sign be included to state that it is a federal crime to consume cannabis in the National Park.
- The application states that they will comply with dark-sky regulations with all lights and bulbs not to be seen from off of the property.
- The hours of operation are within the law and are subject to change, but not outside the proposed hours in the application of 8am-10pm, 7 days a week (excluding Thanksgiving and Christmas).
- Parking requirements for the 920sf of retail space require 3 parking spaces

The boardwalk is a key architectural design that the property lacks and staff finds it is necessary for this property to comply with the aesthetics and safety considerations for pedestrians and a recommended improvement of this use approval. Per 11-4-1, Streets with on street parking require sidewalks or boardwalks and curb cuts are prohibited across these boardwalk areas. Similarly missing from this property, greenways act as a buffer between vehicular and pedestrian traffic and also aid in snow storage and drainage, and would be a required improvement to the site. Per MC 12-2-28 (C)(3)(c) in commercial zone, all parking areas are to be paved with concrete, or 4” asphalt.

The Applicant has requested that the requirement of the boardwalk be postponed until one of the two adjoining neighboring properties completes their boardwalk. Staff is in agreement with this request, as long as it is complete within 3 months of an adjoining property, to prevent an island of boardwalk in an area that is currently being developed.

**Submission Materials Complete:**

Items located in the attached application have an X next to them if found. There are multiple documents attached to this packet. The attachments have a number in the file name which can be cross-referenced with the items below and their location (number.pdf then page of the pdf).

- operational hours and functions (2.pdf page 1)
- management responsibilities (2.pdf page 2)
- assessed neighborhood compatibility and impact (2.pdf page 3)
- Signage (5.pdf document)
- layout of the structure with the proposed use, ingress and egress point (3.site plan)
- parking and vehicular ingress and egress points (3.site plan)
- snow storage (3.site plan)
- Landowner or Homeowners Association approval (2.pdf, page 4 lease agreement)
- trash receptacles (2.pdf page 2 and expanded on 4.pdf page 5)
- specific businesses landowners or other interested parties to be notified (notice sent)

**Suggested Motions:**

1. **I move to approve Resolution 27-2024, a Conditional Use Permit for Verts Grand Lake, LLC at 525 Grand Avenue to the Board with the following necessary and appropriate terms and conditions \_\_\_\_\_ including the installation of a Boardwalk, greenspace, and improved parking surface adjacent to the frontage of the property, the work for which shall be completed within 3 months of an adjoining property completing the same work.**
- OR
2. **I motion to deny a Conditional Use Permit for Verts Grand Lake, LLC. For the following reasons \_\_\_\_\_**



# Town of Grand Lake

## LAND USE REVIEW APPLICATION FORM

P.O. Box 99 • 1026 Park Avenue • Grand Lake, CO 80447  
Phone: 970-627-3435 • Fax: 970-627-9290  
Email: planner@toglco.com • Website: townofgrandlake.com

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

### PROPERTY

**Property Address** (or general location if not addressed): 525 Grand Ave. Grand Lake, CO 80447  
Legal Description: Lot 15 Block 26 Subdivision \_\_\_\_\_  
Lot Area (in square feet or acres): 5,000 sq. ft. Existing Use of Property: B - Business (dog grooming & day care)

### TYPE OF REVIEW (check one)

- Rezoning
- Subdivision
- Minor Subdivision
- Annexation
- Planned Development
- Conditional Use
- Vacation – Public right-of-way
- Amendments to approved Subdivision or PD
- Other: \_\_\_\_\_

### PROPOSAL

**Description of Proposal** (include proposed use and summarize number and size of units/buildings/lots, as applicable)  
Verts Grand Lake LLC proposes a change of use to M - Mercantile for a licensed and regulated retail marijuana store.  
The property includes one, single-unit building on one lot.  
Applicant will lease the property and has applied for a retail marijuana store license.  
See attached site and floor plans for additional information.

### Applicant Information

Is the Applicant the owner of the property? Yes  No   
If the Applicant is not the owner of the property, does the Applicant have authority from the property owner to engage in the proposed use? Yes  No

Name of Development: Verts Neighborhood Dispensary  
Name of Applicant: Verts Grand Lake LLC Email: [REDACTED]  
Address: 11922 W. 27th Drive Phone: [REDACTED]  
City: Lakewood State: CO Zip: 80215 Fax: \_\_\_\_\_  
Zip: **Contact Information** (if not the applicant)  
Name of Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

### STAFF USE ONLY

File Name: \_\_\_\_\_  
Application Received By: Kwhite- edited and resent 3/25/2024 Date: 3/21/2024 Time: \_\_\_\_\_  
Fee Paid: 300 deposit Amount: \_\_\_\_\_ Reimbursement Form Signed:  Yes Date: 3/25/2024  No

Updated 3/25/2024



**TOWN OF GRAND LAKE  
AGREEMENT FOR PAYMENT OF  
REVIEW AND DEVELOPMENT EXPENSES INCURRED BY THE  
TOWN SUBDIVISION, ANNEXATION, LAND USE AND ZONING  
PROCESS**

**THIS AGREEMENT** (“the Agreement” is entered into this 25<sup>th</sup> day of March, 20  , by and between the Town of Grand Lake, Colorado, a Colorado municipal corporation, (“the Town”) and Verts Grand Lake LLC, a Colorado limited liability company (homeowner, type of corporation, LLC, etc. if applicable), (collectively, “the Applicant”).

**WHEREAS**, the Applicant owns, or has rights to the possession and use of, certain property situated in Grand County, Colorado described on Exhibit A, attached hereto and incorporated herein by reference, (“the Property”);

**WHEREAS**, the development and land use review process includes review of all aspects of land use including, but not limited to, annexation, subdivision, zoning, change of land use, installation of public improvements, conditional uses, dedication of lands and the availability of and feasibility of providing utility services;

**WHEREAS**, the Applicant desires to develop or conduct a conditional use on the Property and has made application to the Town for approval of subdivision, annexation, conditional use, and/or zoning of the Property, and

**WHEREAS**, the Parties recognize that the land use fees as specified by the Municipal Code of the Town may not be adequate to fully cover the Town’s expenses incurred during the application process, including but not limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, consultant fees, and fees for administrative time of Town staff, including, but not limited to managerial, clerical, billing, and review time, and

**WHEREAS**, the Parties hereto recognize that the Town will continue to incur expenses through the entire review process until final completion of the development or conditional use including but not limited to, legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, consultant fees, and fees for administrative time of Town staff, security, permits and easements;

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

1. The Town has collected or will collect certain subdivision, annexation and land use fees from the Applicant and the Town will apply those fees against the review expenses incurred by the Town while processing the Applicant’s development review or conditional use proposal. In the event the Town incurs review expenses greater than the monies collected from the Applicant, the Applicant agrees to reimburse the Town for the additional expenses and fees upon submittal of an invoice. 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 be cause for the Town to cease processing the application, cease development of the Property, deny approval of the application, withhold the issuance of building permits, conditional use permits, or certificates of occupancy and for the Town to exercise such rights and remedies as are otherwise available to it in law or equity or under the applicable provisions of the Town Code.

- 2. 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 file such notices as are required by the Town's regulations. The Applicant shall be liable for all costs incurred by the Town in terminating the processing of the application.
- 3. If the Applicant fails to pay the fees and costs required herein when due, 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 1, above. The Town shall be entitled to recover from Applicant all court costs and attorneys' fees incurred in collection of the balance due, including interest on the amount due from its due date at the rate of 18% per annum.
- 4. The Town will account for all funds expended and fees and expenses incurred by the Town as a result of review of the application throughout the review process. Statements of expenses incurred will be made available to the Applicant by the Town. Expenses to be charged to the Applicant's account shall include, but shall not be limited to legal publications, notices, reproduction of materials, public hearing expenses, recording of documents, engineering fees, attorney fees, consultant fees, fees for administrative time of Town staff, security, permits and easements. Within 60 days after the completion of the processing of the application by the Town, the Town will provide Applicant with a statement of account and will refund to the Applicant any funds paid by the Applicant that were not expended by the Town, except where the Parties expressly agree to the contrary.
- 5. Applicant's obligation to pay the costs and expenses provided for in this Agreement shall exist and continue independent of whether the Applicant's application, or any part thereof, is approved, approved with conditions, denied, withdrawn, or terminated by the Town or the Applicant prior to a final decision in the process.

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

PRINTED APPLICANT'S NAME: Daniel Rowland, Member

APPLICANT'S SIGNATURE: Daniel W. Rowland Digitally signed by Daniel W. Rowland  
Date: 2024.03.25 14:59:16 -06'00'  
Signature

TOWN OF GRAND LAKE

By:   
Kim White, Community Development Director

Attest:   
Alayna Carrell, Town Clerk



## Verts Grand Lake LLC Conditional Use Permit Application Narrative

With over a decade of experience in Colorado's regulated marijuana industry, Verts Grand Lake LLC, doing business as Verts Neighborhood Dispensary (Verts), is seeking to build on its reputation as a community resource, good neighbor and well-run business to not only become Grand Lake's first licensed marijuana store, but one that preserves Grand Lake's unique, rustic, small-town character.

Proposed to be located at 525 Grand Avenue, Verts intends to be a successful cannabis business, helping to foster a sustainable, year-round local economy. The store will blend in with the surrounding area and seeks to build community with neighboring residents and businesses. Preserving its existing neighborhood compatibility, the existing structure and signage will remain, with only needed electrical and plumbing upgrades, accessibility and tenant finishes added. The sign structure will remain; the only change will be swapping the existing graphics for Verts branding, in compliance with GLMC 6-5-5(e).

Verts has secured the right to the property from its prospective owner. JesseTheDog LLC has executed a purchase contract with the current property owners, Mountain Mongrels LLC, scheduled to close on April 4, 2024. Verts will lease the property from JesseTheDog LLC per a lease agreement between the two parties that has been executed and is set to take effect on April 10, 2024.

Because Verts has an established relationship with its prospective landlord, the store is in position to be a successful and stable business in its proposed location. Our intent is to grow the business, lead by example, and show that Grand Lake has a robust and thriving adult-use cannabis market, all while continuing to impact the community in only positive ways and maintaining our friendly persona.

We are a company that views our team members as family and treats them as such. We focus on compliance, working hard and finding solutions. Our core purpose is to cultivate better lives among our customers, staff and community.

Verts carries an extensive artisanal selection of cannabis products that meet our customers' needs and remain up-to-date with current market demand. We embody the friendly, neighborhood vibe. When people purchase cannabis from us, they receive a nostalgic experience and personal interaction rather than a cold or clinical transaction.

**Hours of operation** – In accordance with GLMC 6-5-5(h)(1), Verts will operate within the hours of 8am-10pm, seven days a week. We will be closed on Thanksgiving and Christmas.

**Estimated number of customers** – On average, Verts expects to serve approximately 10 customers per hour and at least 100 customers per day during the summer busy season.



# Verts Grand Lake LLC Conditional Use Permit Application Narrative

**Outdoor lighting** – Verts utilizes a series of lights around the facility’s exterior to provide safety and to support the store’s security and video surveillance system. Perimeter lighting covers the entire premises and all entrances/exits, and is sufficient for observers to see and cameras to record any activity within 20 feet of all entry points, per 1 CCR 212-3 § 3-225(C)(2). The parking area in front of the licensed premises is adequately lit for security purposes, per GLMC 12-2-28(C)(4)(b). Lighting is downward facing, so that bulbs are not directly visible from off of the property.

**Trash removal** – As a retail facility with minimal waste production, Verts will utilize the Town’s self-service Pay-As-You-Throw trash program.

**Management** – Verts was built to thrive in an emerging and fiercely competitive retail cannabis landscape, under a strict regulatory microscope, while focusing on providing a positive company culture. Verts’ management team includes three professionals with extensive business and cannabis industry experience. Verts’ leadership has deep experience in operating licensed cannabis establishments including retail, adhering to regulatory guidelines, and overseeing and managing employees while maintaining a positive company culture.

Verts CEO and co-owner Ashley Close was the first female cannabis owner and executive in Golden, and has helped blaze trails for other Colorado women looking for leadership roles in the cannabis industry.

The team looks forward to expanding operations in the Town of Grand Lake, and we possess the necessary expertise and skills to do so efficiently and effectively. Per the Staffing Plan in our Regulated Marijuana Business License Application, Verts will staff up to four full-time, year-round employees once retail sales commence and begin to scale. We expect to utilize additional, seasonal employees as needed. The core positions will include a General Manager, Assistant Manager and two Budtenders.

**Core values** – We are honest and forthcoming with our customers. We never make volume or sales figures the focus of an interaction, but rather focus on making sure our patrons feel taken care of. Our honesty ripples over into the integrity with which the community views us, and it is that integrity that makes them believe in us and return time and time again.

Verts’ niche is – and will continue to be in the Retail market – providing quality cannabis at a great price. As a vertically integrated company with a long history in Colorado’s legal cannabis market, we have the experience and expertise to thrive within our niche and to continue growing our business.

**Customer service**

We always make it right. At Verts, we take accountability for any mistake or shortcomings on our part as a business. If any of our employees are ever incapable of

# Verts Grand Lake LLC Conditional Use Permit Application Narrative

making something right for a customer, we bring it to the rest of the team’s attention so we can get the resources in place to provide solutions.

We never lose sight of the customer experience. We wouldn’t be anywhere without our customers, so continuing to maximize their experience is of paramount importance. When we are hiring new employees, we focus less on whether they have cannabis industry experience, but more so if they have hospitality and customer service experience.

**Local hiring and career development**

Whenever possible, Verts hires from within the community. We offer our team members the ability to move up in the company, a competitive pay rate and potential bonuses. Our employees receive a substantial discount on cannabis products, as well as paid time off and paid sick leave. We provide health, dental, vision, and life insurance, and focus on career development opportunities for our staff. Whenever there is a new position available, we always try to promote from within the company first.

**Community benefits**

Among the business practices that set Verts apart is our focus on taking care of the team members within the company as well as our customers throughout the community. We will give back to the Grand Lake and Grand County communities and support local charities and initiatives to make our home a better place to work and live.

**Compliance**

Additionally, we make compliance a core value and a focus of daily operations. Instead of looking at our sector as the “Cannabis Industry,” we like to consider it the “Compliance Industry.” Because only with total compliance comes the opportunity to sell cannabis; not the other way around. Regulations are constantly changing and we stay up to date and implement changes immediately.

Verts is Colorado born and raised. We look forward to continuing to grow in our home state and making a positive impact in the Grand Lake community.

## COMMERCIAL LEASE AGREEMENT

This Lease is made on March 28, 2024, between JesseTheDog LLC, Landlord, of Grand Lake, Colorado, and Verts Grand Lake LLC, Tenant, of Grand Lake, Colorado.

This Lease is conditioned upon JesseTheDog LLC acquiring the property on April 4, 2024, per the attached Purchase Contract.

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord the following property: 525 Grand Avenue, Grand Lake, CO 80447 consisting of approximately 2,008 rentable square feet.
2. The rental payments will be \$5,000 per month, including property taxes and property building insurance. Rent will be payable by the Tenant to the Landlord on the first day of each month, beginning on April 10, 2024 for a period of three years ending April 10, 2027. If any rental payment is not paid within five (5) days of its due date, the Tenant agrees to pay an additional late charge of 5% (five percent) of the rental payment due.
3. The term of this lease will begin on the first day of the month following receipt of the signed lease, security deposit, and first month's rent. If the Tenant remains as Tenant after expiration of this Lease with the consent of the Landlord but without signing a new lease, a month-to-month tenancy will be created with the same terms and conditions as this Lease, except that such new tenancy may be terminated by thirty (30) days written notice from the Tenant or the Landlord, and that the rent shall be \$9,000.
4. The Tenant will pay the Landlord a security deposit of \$5,000. This security deposit will be held as security for the repair of any damages to the property by the Tenant. This deposit will be returned to the Tenant within sixty (60) days of the termination of this Lease, minus any amounts needed to repair the property, but without interest.
5. The Tenant agrees to, and Landlord authorizes, use of the property only for the purpose of carrying on the following lawful business: Verts Grand Lake LLC, doing business as Verts Neighborhood Dispensary, a professional quality, licensed retail marijuana store.
6. The Landlord agrees that the Tenant may install the following equipment and fixtures for the purpose of operating Tenant's business. Such equipment and fixtures shall remain the property of Tenant:
  - a. Computers, tablets, TVs and monitors
  - b. POS infrastructure, hardware and software
  - c. Menu displays
  - d. Security cameras, DVR, access control, monitoring
  - e. Alarm hardware
  - f. Refrigerators
  - g. Furniture and décor
  - h. Storage and shelving

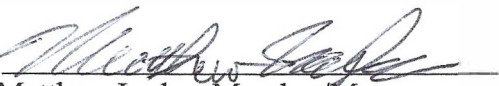
- i. Printers and office supplies
  - j. Interior signage
  - k. Any other equipment and fixtures necessary for the operation of a licensed retail marijuana store.
7. The Tenant has inspected the property and has found it satisfactory for its intended purposes. The Landlord shall be responsible for the repair and upkeep of the exterior of the property, including the roof, exterior walls, parking areas, landscaping, and building foundation. The Tenant shall be responsible for the repair and upkeep of the interior of the property, including all electrical, mechanical, plumbing, heating, cooling, and/or any other system or equipment on the property. Tenant agrees to maintain the interior of the property and the surrounding outside area in a clean, safe, and sanitary manner and not to make any alterations to the property without the Landlord's written consent. At the termination of this Lease, the Tenant agrees to leave the property in the same condition as when it was received, except for normal wear and tear. Tenant also agrees to comply with all rules, laws, regulations, and ordinances affecting the property or business activities of the Tenant.
8. The parties acknowledge that the utilities to the property are in the name of the Tenant. Tenant shall be responsible for paying such utilities for the property by their stated due dates.
9. The Tenant shall not sub-let property or assign this lease without the Landlord's written consent, which shall not be unreasonably withheld. Tenant agrees to allow the Landlord reasonable access to the property for inspection and repair in compliance with the rules, laws, regulations and ordinances affecting the property or business activities of Tenant. Landlord agrees to enter the property only after notifying the Tenant in advance, except in an emergency.
10. If the Tenant fails to pay the rent on time or violates any other terms of this Lease, the Landlord will provide written notice of the violation or default, allowing 5 days to correct the violation or default. If the violation or default is not completely corrected within the time prescribed, the Landlord will have the right to terminate this lease with 25 days' notice and in accordance with state law. Upon termination of this lease, the Tenant agrees to surrender possession of the property. The Landlord will also have the right to re-enter the property and take possession of it in accordance with state law, remove Tenant and any equipment or possessions of Tenant, and to take advantage of any other legal remedies available.
11. The Landlord agrees to carry fire and casualty insurance on the property, but shall have no liability for the operation of the Tenant's business. The Tenant agrees not to do anything that will increase the Landlord's insurance premiums and, further agrees to indemnify and hold the Landlord harmless from liability or damage, whether caused by Tenant's operations or otherwise. The Tenant agrees to carry and pay all premiums for casualty insurance on any equipment or fixtures that Tenant installs at the property. In addition, the Tenant agrees to carry business liability insurance, including bodily injury

and property damage coverage, covering all Tenants' business operations in the amount of \$1,000,000 with the Landlord named as a co-insured party. Tenant agrees to furnish Landlord copies of the insurance policies and to not cancel without notifying the Landlord in advance. Tenant agrees to provide Landlord with a Certificate of Insurance which indicates that Landlord is a co-insured party and that Landlord shall be provided with a minimum of ten (10) days written notice prior to cancellation or change of coverage.

12. This lease is subject to any mortgage or deed of trust currently on the property or which may be made against the property at any time in the future. The Tenant agrees to sign any documents necessary to subordinate this Lease or a mortgage or deed of trust for the Landlord.
13. In the event any legislation, administrative regulations, rules, ordinances, policy or other exercise of authority over Tenant's business by any governmental division or law enforcement agency shall make it illegal or impracticable for Tenant to carry on the business contemplated by this Lease, Tenant may only terminate this Lease on 30 days written notice. In the event of a violation of any terms or default of any payments or responsibilities due under this lease, the terms in Paragraph 11 of this Lease shall control.
14. Tenant agrees that if any legal action is necessary to recover the property, collect any amounts due under this Lease, or correct a violation of any term of this Lease, Tenant shall be responsible for all costs incurred by the Landlord in connection with such action, including any reasonable attorney's fees.
15. As required by law, the Landlord makes the following statement: "Radon gas is naturally occurring radioactive gas that, when accumulated in sufficient quantities in a building, may present health risks to persons exposed to it. Levels of radon gas that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon gas and radon gas testing may be obtained from your health department."
16. The following are additional terms of this Lease:
  - Real estate taxes will be assessed and divided against the total number of square feet of rentable floor area IF PROPERTY TAXES GO UP MORE THAN 5% PER YEAR
  - Tenant shall comply with all applicable state and local laws, including but not limited to the state cannabis licensing and program rules
  - Since compliance with all federal laws is impossible, Tenant shall comply with all applicable federal laws to the extent they are not inconsistent with Tenant's use of the premises as a cannabis business
  - The use of marijuana substances including marijuana, edibles, cannabis tonics, extracts or other items with THC are strictly prohibited on the property
  - Tenant agrees to paint the ceiling and walls; and replace all ceiling tiles at the end of the lease

17. The parties agree that this Lease, including any attachments is the entire agreement between them and that no terms of this Lease may be changed, except by written agreement of both parties. This Lease is intended to comply with all applicable laws relating to Landlord and Tenant relationships in the state. This Lease binds and benefits both the Landlord and Tenant and any heirs, successors, representatives, or assigns. This Lease is governed by the laws of the State of Colorado, the Town of Grand Lake, and Grand County.

LANDLORD  
JesseTheDog LLC  
A Colorado limited liability company

By:   
Matthew Ingles, Member/Manager

TENANT  
Verts Grand Lake LLC  
A Colorado limited liability company

By:   
Ashley Close, Member



3. Siteplan

# VERTS NEIGHBORHOOD DISPENSARY

525 GRAND AVE, GRAND LAKE, CO

CONDITIONAL USE PERMIT APPLICATION



**SITE LOCATION**  
NO SCALE



**SITE AERIAL**  
NO SCALE

- EXTERIOR NOTES:**
- EXTERIOR BUILDING ELEMENTS AND FINISHES TO REMAIN
  - PATCH/REPAIR AS NECESSARY
  - REPLACE EXISTING MONUMENT SIGN (UNDER FUTURE PERMIT)
  - SITE ELEMENTS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE
  - PROVIDE PAVING AND STRIPING AS INDICATED ON ARCHITECTURAL SITE PLAN.



**EXISTING BUILDING PHOTO**

**CODE INFORMATION**

APPLICABLE CODES:  
 COLORADO EXISTING BUILDING CODE 2015  
 per <https://www.co.grand.co.us/1117/Codes-Amendments>

WORK METHOD: ALTERATION - LEVEL 2

PREVIOUS USE: B - BUSINESS (dog grooming & day care)

PROPOSED USE: M - MERCANTILE (marijuana dispensary)

- CHANGE OF USE & OCCUPANCY

EXISTING CONSTRUCTION TYPE : V-B

**PARKING**

PER TOWN OF GRAND LAKE ZONING ORDINANCE  
 12-2-2B - Parking Regulations and Design Standards:

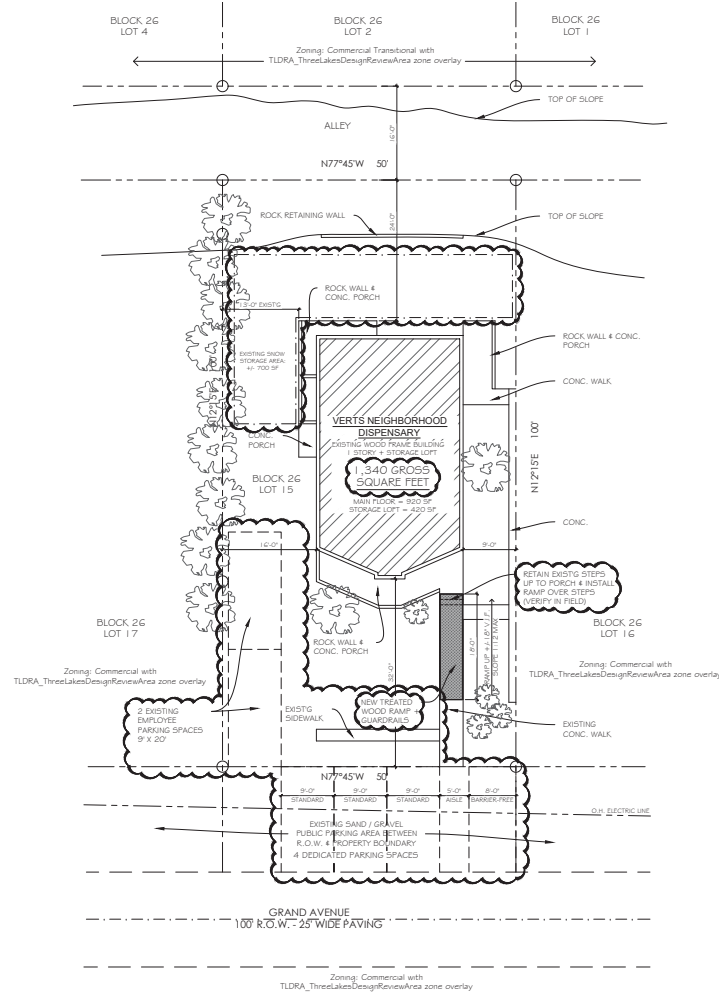
Required Parking:  
 General Retail : 1 Space/350 S.F. Total Floor Area

Total Gross SF: 1,340 SF  
 1,340 / 350 = 4 REQUIRED SPACES

Provided Spaces:  
 2 ON-SITE (EMPLOYEE PARKING)  
 4 ADJACENT PUBLIC SPACES (IN R.O.W.)  
 (INCLUDES 1 BARRIER-FREE)

- OWNER INTENDS TO RETAIN THE ON-SITE EMPLOYEE PARKING AREA AS INDICATED ON THE SITE PLAN. THE EXISTING AVAILABLE SPACE ON THE PROPERTY OUTSIDE OF THE R.O.W DOES NOT ALLOW FOR THE CONSTRUCTION OF A PAVED LOT WITH THE REQUIRED PARKING OF 4 SPACES AND APPROPRIATE INGRESS.

SNOW STORAGE AREAS SHALL BE PROVIDED FOR PARKING AREAS EQUIVALENT TO ONE-THIRD (1/3) OF THE TOTAL DRIVE AND PARKING AREAS  
 2 X (9X20) = 360 SF / 3 = 120 SF  
 - EXISTING SNOW STORAGE IS BEING RETAINED, WHICH EXCEEDS THE REQUIRED AMOUNT.



**PARCEL INFORMATION**

Parcel No: I19306114022  
 Schedule No: R313157  
 Legal: GRAND LAKE Lot: 15 Block: 26  
 Address: 525 GRAND AVE  
 WITHIN TOWN OF GRAND LAKE  
 Zoning: Commercial with TLDRA - Three Lakes Design Review Area zone overlay



**ARCHITECTURAL SITE PLAN**

SCALE: 1" = 20'-0"

NOTE:  
 SITE ELEMENTS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE. PATCH/REPAIR AS REQUIRED.

**ARCHITECT:**  
 JESSICA ANN MARJI  
 RA, NCARB

**PROJECT:**  
 VERTS Neighborhood  
 Dispensary

**LOCATION:**  
 525 GRAND AVE  
 GRAND LAKE, CO

**CLIENT:**  
 JesseTheDog LLC  
 Matthew Ingles  
 alexander.m.close@gmail.com  
 Alexander Close  
 alexander.m.close@gmail.com  
 Daniel Rowland  
 drowland.am@gmail.com

**SHEET TITLE:**  
 Site Plan & Information

**ISSUED:**

- 03.18.2024 ISSUED FOR C.U.P.
- 04.25.2024 REVISED

DO NOT SCALE PRINTS USE FIGURED DIMENSIONS ONLY

**PROJECT NO.**  
 24009

**SHEET NO.**  
 A.100

## Verts Grand Lake LLC Security Plan

**Surveillance** – Verts Grand Lake LLC, doing business as Verts Neighborhood Dispensary (Verts), has a comprehensive security and video surveillance system to ensure the safety of our staff, customers and community. Video surveillance cameras are installed throughout the licensed premises to record every square inch of the facility, per 1 CCR 212-3 § 3-225(C)(1), including within 20 feet of all ingresses and egresses, per 1 CCR 212-3 § 3-225(C)(2), and from the interior and exterior of all said entry and exit points, per 1 CCR 212-3 § 3-225(C)(4).

All doors utilize commercial grade locks, per 1 CCR 212-3 § 3-220(B)(1).

All video surveillance equipment has battery backup for a minimum of four hours of recording in the event of a power outage, per 1 CCR 212-3 § 3-225(B)(2), and is equipped with a notification system that alerts management of any interruption or failure of the system, per 1 CCR 212-3 § 3-225(B)(4).

Per 1 CCR 212-3 § 3-225(E)(1), cameras record continuously (24 hours per day/seven days per week), in color, and have night vision. The digital video recording device (DVR) holds up to 40 days of camera footage, per 1 CCR 212-3 § 3-225(E)(2).

The DVR is stored securely in the locked Closet at our location and is accessible only to management, per 1 CCR 212-3 § 3-225(A)(2).

Please see the attached Diagram for a visual representation of the location of all security cameras.

**Access control** – As described by our customer check-in procedures in our Operations Plan, Verts will not allow entry to the Retail Sales Floor without first identifying an individual as 21 years of age or older with a valid ID. Once inside, customers will not be allowed beyond the Retail Sales Floor into any limited access areas, which include all “back of house” operational areas such as the Inventory Storage areas. Access beyond the Retail Sales Floor and entry to all limited-access areas will have electronic keyfob access controls that records the movements of employees and contractors.

Keyfobs will be collected and deactivated whenever an employee leaves the company. The General Manager is responsible for issuance and activation of all keycards and will notify all staff of any collection and/or deactivation of any keycards. Employees are advised that keycards are for their individual use only and any unauthorized use will result in immediate consequences, up to termination, depending on the severity. If there is ever an issue, camera footage will be checked to match the employee who entered the room at that time.

There are three doors within the licensed premises that lead into the limited access areas. The exterior employee entrances and exits are located on the northeast and northwest corners of the building, respectively, and remain locked at all times. Only Verts employees will have access

# Verts Grand Lake LLC

## Security Plan

through those doors. The third door leads from the Retail Sales Floor into the limited access Inventory Storage areas. Both of these rooms will act as the secured vault. This is where the majority of our inventory will be stored. Both of these rooms are limited access, accessible only to employees with keyfobs and pre-approved visitors or vendors that have been signed in.

The points of sale (POS) are located within the Retail Sales Floor area.

**Theft and diversion prevention** – Verts is diligent in its commitment to preventing diversion. In order to protect the community and to protect its business, Verts has created a comprehensive strategy for preventing diversion, covered by the many topics detailed below.

### **Reporting criminal activity**

Per 1 CCR 212-3 § 3-905(B)(24)(b), all Verts employees are required to notify the Colorado Marijuana Enforcement Division (MED), the Town Clerk and the Grand County Sheriff's Office within one business day of discovery of any unauthorized entry or theft of cannabis or cannabis products, or any plan or other action of any person to:

- Steal cannabis, cannabis products, cannabis paraphernalia, equipment, or money that is the property of the establishment.
- Sell or otherwise provide cannabis, cannabis products, or cannabis paraphernalia that is the property of the establishment to unauthorized persons.
- Purchase or otherwise obtain cannabis, cannabis products, or cannabis paraphernalia from unauthorized persons.
- Falsify inventory records or transport manifests.
- Commit any other crime relating to the operation of the establishment.

### **Employee identification**

All Verts employees are required to display their MED-issued badges whenever on the premises of the establishment or when transporting cannabis or cannabis products. When employees are terminated, all issued keys, fobs, and codes will be accounted for. If a key or fob is missing, it will be immediately deleted from the access control system. Non-managerial employees will not be permitted to take electronic access cards off premises.

### **Controlled access**

The Verts licensed premises is not shared with nor does it permit access from any other business. All sales, storage and display of cannabis occur only within the restricted area of the licensed premises and is not visible from the exterior of the store, per GLMC 6-5-5(f). As described in our customer check-in procedures in our Operations Plan, Verts will not allow entry to the Retail Sales Floor without first identifying an individual as 21 years of age or older with a valid ID. Once inside, customers will not be allowed beyond the Retail Sales Floor into any limited access areas, which include all “back of house” operational areas such as the Inventory Storage areas.

# Verts Grand Lake LLC Security Plan

Additionally, only badged employees or escorted visitors or vendors who are signed in via the visitors log will be allowed into the limited access areas.

## **Employee monitoring**

Employees are monitored continuously throughout the licensed premises via the store's video surveillance system. Additionally, employees and contractors are not permitted to bring personal belongings into the Retail Sales Floor. Employees have a dedicated space in the Inventory Storage area to store their bags and personal items during their shift.

## **Displays**

The Verts Retail Sales Floor has been designed to provide optimal viewing capabilities of products for customers, while limiting the opportunity for diversion.

Flower product samples are securely displayed in jars that allow customers to visually inspect the flower and smell it; however, the jars are locked and secured by a retractable steel cord within the fixed display.

Concentrates and cartridges are on display, but stored and secured within locked display cases. There is no handling of these products by consumers unless a purchase is made.

Edibles and other pre-packaged cannabis products are displayed in "dummy packaging" with no product inside or using no-THC sample products. This allows customers to visually inspect the product packaging and information, but products containing THC are not on display.

For shelving located behind the POS stations, products are only handled by Verts staff. This area is constantly monitored and occupied by an employee. Customers are never allowed in this area.

## **Training**

Verts will prevent diversion through its training program. Specifically, Verts employees will be trained to:

- Verify customer age and identification according to the Customer Check-In procedures in our Operations Plan.
- Utilize Treez (our internal POS and inventory tracking software system) to track the amount of cannabis sold and prevent purchases from going over individual limits.
- Upon first being hired, team members are required to take a Responsible Vendor class that is taught by a third-party licensed Colorado company, to ensure Verts maintains its state Responsible Vendor designation.

## **Inventory control**

Finally, stringent inventory management will be crucial to preventing the diversion of cannabis. Verts will prevent diversion first by ensuring the secure storage and sale of all cannabis products, which will be kept in a manner as to prevent diversion, theft and loss.

## Verts Grand Lake LLC Security Plan

While the establishment is closed and unoccupied, all cannabis and cannabis products are stored within the limited access Inventory Storage areas of the store. These rooms together serve as the store's secured vault, which is accessible only to employees and escorted visitors or vendors, and is accessible only to employees via electronic keycards.

Verts will utilize Treez to accurately document the present location, amounts, and descriptions of all cannabis and cannabis products in compliance with State law and rule and Verts will maintain records that identify the source of all products, including company name, location, and license number.

Verts will use Metrc (the statewide inventory tracking system) to record the inventory and movement of cannabis and cannabis products throughout the supply chain. Per 1 CCR 212-3 § 3-805(B)(1), Verts will designate its General Manager as its Inventory Tracking System Administrator. The System Administrator will authorize additional owners or employees as an Inventory Tracking System User, and will ensure each user receives Metrc training prior to access or use.

**Alarm system** – Verts will have a security alarm system that covers the entire licensed premises, including all perimeter entry points and perimeter windows, per 1 CCR 212-3 § 3-220(A)(1). We will contract with ADT for our alarm system and continuous monitoring, per 1 CCR 212-3 § 3-220(A)(2).

There are glass-break sensors throughout the licensed facility as well as motion sensors to signal to the alarm company if there has been a break-in. ADT would then contact someone within the company to see if it is an actual issue. If no one is reached, local law enforcement are notified and will investigate further. If someone within the company does answer, the employee will either check the alarm system and/or DVR system to confirm whether there has been a break-in or not. The employee will let ADT know whether or not local law enforcement need to be contacted.

**Outdoor lighting** – Verts utilizes a series of lights around the facility's exterior to provide safety and to support the store's security and video surveillance system. Perimeter lighting covers the entire premises and all entrances/exits, and is sufficient for observers to see and cameras to record any activity within 20 feet of all entry points, per 1 CCR 212-3 § 3-225(C)(2). The parking area in front of the licensed premises is adequately lit for security purposes, per GLMC 12-2-28(C)(4)(b). Lighting is downward facing, so that bulbs are not directly visible from off of the property.

# Verts Grand Lake LLC Security Plan

**Waste management** – Cannabis waste could present a risk of diversion, if handled improperly. Verts has developed strict waste management procedures that are adhered to by all employees to secure cannabis products not sold (cannabis waste) and ensure that it is disposed of properly.

## **Waste receptacles**

Secured waste receptacles will be placed in the Inventory Storage areas within the limited access area; public access to these areas will be strictly prohibited. Only authorized employees may access the waste receptacles. The waste receptacles will be nonabsorbent, water-tight, vector resistant, durable, easily cleaned, galvanized metal or heavy plastic containers with tight fitting lids.

Waste receptacles will be emptied into trash bags purchased from the Town as part of the Town's self-service Pay-As-You-Throw trash program. Trash is collected and disposed of by authorized employees only.

## **Types of cannabis waste**

The only waste that may be deposited in the receptacles is cannabis waste and the material used to render products unrecognizable and unfit for consumption, per 1 CCR 212-3 § 3-230(D). Cannabis waste is any cannabis material that may be produced in the establishment from the stocking and inventory management of products that are delivered to the establishment from our suppliers' licensed cultivation facilities and product manufacturing facilities, such as cannabis flower or trim, cannabis seeds, cannabis products (including expired products that must be destroyed), or by-products containing cannabis that have been designated for destruction.

## **Receptacle signage**

On or near each receptacle will be a sign with thorough examples of what is and is not acceptable to place inside the receptacle. Only cannabis waste and the material used to render products unrecognizable and unfit for consumption will be placed inside the receptacle.

## **Destruction of cannabis goods**

Prior to disposing of a product as cannabis waste, employees must first render the product as unrecognizable and unfit for use by grinding and mixing the waste with at least 50 percent food waste such as coffee grounds or soil, per 1 CCR 212-3 § 3-230(E)(1). This includes, at a minimum, removing or separating the cannabis goods from any packaging or container which render it unrecognizable and unusable. Verts will keep adequate supplies of both coffee grounds and soil available for mixing. Mixing shall be based on a 1:1 mixture of coffee grounds or soil and cannabis waste.

## **Recording of waste**

Prior to the disposal of any cannabis product from within the dispensary, the appropriate employee will log the cannabis product as destroyed and electronically log the disposal of the



# Verts Grand Lake LLC Security Plan

product in Treez and Metrc, per 1 CCR 212-3 § 3-230(I). Both the physical and electronic log will include the date, time, employee information of who is destroying the product, the type, the volume, and the batch number of the waste.

## **Record-keeping policy**

Verts requires waste records to be preserved according to the company's record-keeping policy and records will be maintained by the General Manager and/or Assistant Manager. All records will accurately account for, reconcile, and evidence all activity related to the generation and disposal of cannabis waste.

Cannabis waste is logged as destroyed in Treez and Metrc upon being deposited into the waste receptacles.

## **Selling of cannabis waste**

Verts strictly prohibits the sale of any cannabis waste.

## **Removal of cannabis waste**

All of Verts' non-recyclable waste, including cannabis waste, is emptied into trash bags purchased from the Town as part of the Town's self-service Pay-As-You-Throw trash program. Trash is collected and disposed of by authorized employees only. There is otherwise no outdoor storage of cannabis waste on or near the licensed premises.

Cannabis waste will be removed from the property on a weekly basis, at a minimum, and more frequently if necessary. At no time will the cannabis waste receptacles be filled beyond the capacity, preventing complete closure of the lids.

## **Video surveillance**

Verts operates with video surveillance. The waste receptacles will be located in a position where all interaction with the receptacles is visible on camera at all times.

**On-site consumption** – In accordance with GLMC 6-5-5(h)(2), on-site consumption of cannabis will be prohibited on the licensed premises. Any Verts employee found to be consuming cannabis on-site will be terminated immediately. All employees are required to read and sign a document upon hiring explaining these terms. If an employee purchases any cannabis while on their shift, they are required to put it immediately in their personal belongings. All personal belongings are under video surveillance.

For customers and the general public, signs are posted at the store saying on-site consumption of cannabis is illegal. We will also post a warning poster saying that local law enforcement will be contacted if there is any suspicious or illegal behavior on or near the licensed premises.

## Verts Grand Lake LLC Security Plan

Once a customer is finished purchasing products, they are required to leave. Customers cannot go anywhere within the store with purchased product. Customers will be notified by signage that it is illegal to consume cannabis on or near the licensed premises. If any customer is ever caught, they will be notified that the company is calling local law enforcement. They will receive a warning from us and if it happens again they cannot shop with us any longer, and law enforcement will be called again. Video footage will be pulled if necessary.

Additionally, in accordance with GLMC 6-5-5(h)(5), no alcohol sales or consumption shall be permitted on the licensed premises.

TOWN OF GRAND LAKE SIGN APPLICATION

Section 10, Item 1.

(One Sign per Application)

It is the policy of the Town to encourage aesthetically pleasing signs without substantial interference with the business to which signs are related.

BUILDING OWNER JesseTheDog LLC TELEPHONE NUMBER 785-320-3301
MAILING ADDRESS OF OWNER 1898 S. Jasmine St. Denver, CO 80224
EMAIL JesseTheDogLLC@gmail.com
NAME OF BUSINESS Verts Neighborhood Dispensary TELEPHONE NUMBER 303-579-7573
PHYSICAL ADDRESS 525 Grand Ave. Grand Lake, CO 80447
MAILING ADDRESS 11922 W. 27th Drive. Lakewood, CO 80215

CONTRACTOR NAME Lunsford Sign Works TELEPHONE NUMBER 970-725-3925

Location of Sign (show on map): Address 525 Grand Ave. Grand Lake, CO 80447
Lot 15 Block 26 Subdivision

Sign Description:

Type: Business [checked] Institutional Club/Recreational Off-Site Monument
Temporary Sign/Banner Site Informational Project

Mounting Method: Wall Projecting Free-standing [checked] Cut-out Letters
Graphic Projecting Over Town ROW Backlit

Lighting: None [checked] Backlit Downward Shielded (attach lighting detail)

Size: Height 59" Width 59" Total Area 5 sq. ft. Sides: Single Double [checked]
Height from Ground 11 feet Overhead Clearance 6 ft.

Valuation of sign and support structure \$8,500

Total number of signs for this business (proposed and existing): 1

Items to Submit:

Two (2) copies of detailed drawings drawn to scale containing complete plans and specifications to show methods of construction and anchoring to building or ground, letter/figure dimension, colors, materials and proposed type of illumination characteristics.

A site plan (map) which must indicate all signs existing or proposed for the site with dimensions, colors, materials, type of illumination characteristics for each sign, building elevations with sign depicted in their respective locations (image of sign on/near building).

Property owner's permission for off-site signs and graphic signs (attach a signed letter from the owner).

Appropriate fee.

I HEREBY acknowledge that the above information is correct to the best of my knowledge and agree to comply with the Sign Code Regulations of Section 6, Article 2 of the Grand Lake Zoning Regulations.

APPLICANT'S SIGNATURE Daniel W. Rowland DATE 4-11-2024

Office Use: Permit Fee \$25.00 Paid
Area of this sign sq. ft. Area of all signs for this business sq. ft.
Sign Zone

Approved by Date
Town of Grand Lake

Verts Neighborhood Dispensary

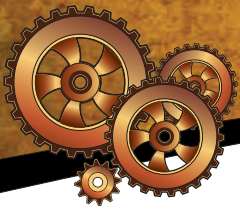
525 Grand Ave. Grand Lake, CO 80447

Sign Specifications

Material: Wood-toned composite.

Colors: Off-white, green and brown.

Attachment: Internal welded frame mounted to existing wooden posts.



**59"x66", Wood-Toned Dimensional Sign**

A2



The design, colors, and specifications as described and shown above are satisfactory and are accepted. The rendering will be matched to our best ability, but due to varying material compatibilities, will not match exactly. These plans are the exclusive property of Lunsford Signs and are submitted to your company for purchase consideration only. They may not be reproduced in any manner without written permission. In the event plagiarism or theft occurs, Lunsford Signs expects reimbursement of up to \$ 5,000/ sheet compensation. ©Lunsford Signs 2019

Client Approval: \_\_\_\_\_

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

**www.LunsfordSigns.com**  
**970.725.3925 • 970.185.96**  
**323 E. Grand Ave., P 185 85**  
**Hot Sulphur Springs, CO 80451**



# VERTS NEIGHBORHOOD DISPENSARY

525 GRAND AVE, GRAND LAKE, CO

CONDITIONAL USE PERMIT APPLICATION



### CODE INFORMATION

APPLICABLE CODES:  
 COLORADO EXISTING BUILDING CODE 2015  
 per <https://www.co.grand.co.us/1117/Codes-Amendments>

WORK METHOD: ALTERATION - LEVEL 2

PREVIOUS USE: B - BUSINESS (dog grooming & day care)

PROPOSED USE: M - MERCANTILE (marijuana dispensary)

- CHANGE OF USE & OCCUPANCY

EXISTING CONSTRUCTION TYPE : V-B

### PARKING

PER TOWN OF GRAND LAKE ZONING ORDINANCE  
 12-2-2B - Parking Regulations and Design Standards:

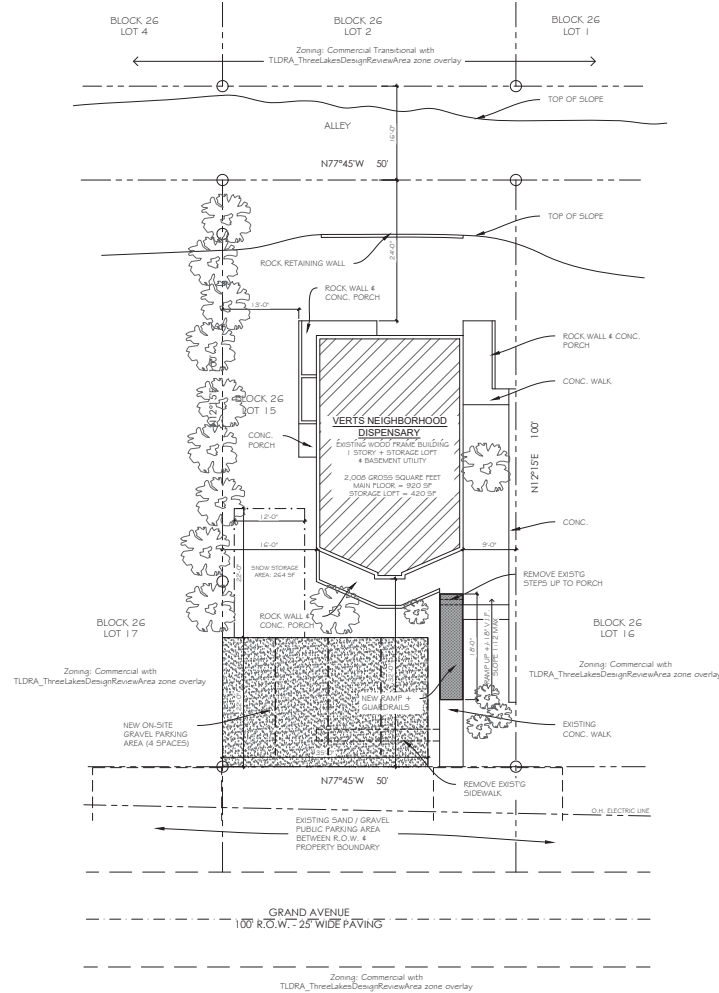
Required Parking:  
 General Retail : 1 Space/350 S.F., Total Floor Area

Total Gross SF: 2,008 SF  
 2008 / 350 = 6 REQUIRED SPACES

Provided Spaces:  
 4 ON-SITE (INCLUDES 1 BARRIER-FREE)  
 2 ADJACENT PARALLEL PUBLIC SPACES (IN R.O.W.)

- OWNER INTENDS TO PROVIDE GRAVEL PARKING AREA AS INDICATED ON THE SITE PLAN. THE EXISTING AVAILABLE SPACE ON THE PROPERTY BUT OUTSIDE THE R.O.W DOES NOT ALLOW FOR THE CONSTRUCTION OF A PAVED LOT WITH THE REQUIRED PARKING OF 6 SPACES AND APPROPRIATE INGRESS. THE INDICATED GRAVEL AREA IS 35W X 22' DEEP = 770 SF. THIS PROVIDES 3 STANDARD SPACES + 1 BARRIER-FREE SPACE.

SHOW STORAGE AREAS SHALL BE PROVIDED FOR PARKING AREAS EQUIVALENT TO ONE-THIRD (1/3) OF THE TOTAL DRIVE AND PARKING AREAS  
 770 / 3 = 257 SF



### PARCEL INFORMATION

Parcel No: I19306114022  
 Schedule No: R313157  
 Legal: GRAND LAKE Lot: 15 Block: 2G  
 Address: 525 GRAND AVE  
 WITHIN TOWN OF GRAND LAKE  
 Zoning: Commercial with TLDRA - Three Lakes Design Review Area zone overlay



NOTE:  
 SITE ELEMENTS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE. PATCH/REPAIR AS REQUIRED.

- EXTERIOR NOTES:**
- EXTERIOR BUILDING ELEMENTS AND FINISHES TO REMAIN
  - PATCH/REPAIR AS NECESSARY
  - REPLACE EXISTING MONUMENT SIGN (UNDER FUTURE PERMIT)
  - SITE ELEMENTS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE
  - PROVIDE PAVING AND STRIPING AS INDICATED ON ARCHITECTURAL SITE PLAN.



EXISTING BUILDING PHOTO

New sign will use existing sign location and support beams -->



ARCHITECT:  
 JESSICA ANN MARJI  
 RA, NCARB

PROJECT:  
 VERTS Neighborhood  
 Dispensary

LOCATION:  
 525 GRAND AVE  
 GRAND LAKE, CO

CLIENT:  
 JesseTheDog LLC  
 Matthew Ingles  
 jesse@thedogllc@gmail.com  
 Alexander Close  
 alexander.m.close@gmail.com  
 Daniel Rowland  
 drowland.am@gmail.com

SHEET TITLE:  
 Site Plan & Information

ISSUED:  
 • 03.18.2024 ISSUED  
 FOR C.U.P.

DO NOT SCALE PRINTS USE  
 FIGURED DIMENSIONS ONLY

PROJECT NO.  
 24009

SHEET NO.  
 A.100

April 10, 2024

**Sign permit approval**

To: Verts Grand Lake LLC  
c/o Ashley Close  
11922 W. 27th Drive  
Lakewood, CO 80215

Dear Ashley,

This letter is to formally approve the installation of new signage on the property owned by JesseTheDog LLC at Grand Lake Lot 15, Block 26, known as 525 Grand Ave. Grand Lake, CO 80447.

I understand that as my tenant, Verts Grand Lake LLC, doing business as Verts Neighborhood Dispensary, intends to install new signage using the existing structure, pursuant to Verts Grand Lake LLC's Sign Permit Application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew Ingles", is written over a horizontal line.

Matthew Ingles

Member/Manager, JesseTheDog LLC





# TOWN OF GRAND LAKE Comprehensive Plan



  
November 2020



# Plan Theme: A Healthy Economy

## Background

Since the turn of the twentieth century, Grand Lake’s economy has been strongly linked to tourism and outdoor recreation. Grand Lake’s location as the western gateway to Rocky Mountain National Park is a significant economic asset for the community. Over 4.5 million tourists visited Rocky Mountain National Park (RMNP) in 2018, although the majority of park visitors travel through RMNP’s eastern gateway, Estes Park, and do not make the journey to Grand Lake. In addition, the vast majority of trips to RMNP are between June and September.



Western RMNP Entrance 13

Likewise, Grand Lake’s economy is largely seasonal, yet includes many other unique attractions besides RMNP: hiking, ATV and mountain biking trails on US Forest Service land; a historic, walkable downtown on the shore of Grand Lake; rowing, paddling, boating and fishing on Grand Lake and Shadow Mountain Reservoir; an annual Regatta Week hosted by the Grand Lake Yacht Club; the long-standing Buffalo Days Weekend festival and other local cultural events, notably performances by the Rocky Mountain Repertory Theatre.



Grand Lake Festival 14

Mid-October through Memorial Day is Grand Lake’s “secondary season.” Those visitors that make the journey and access RMNP trails from the edge of town are treated to a winter wonderland. The Grand Lake Golf Course becomes the Grand Lake Nordic Center, available for cross-country skiing and snowshoeing. Two downhill ski resorts (Winter Park/Mary Jane and Granby Ranch) are within one hour drive of Grand Lake. And with access to hundreds of miles of snowmobile trails, Grand Lake is known as the “Snowmobile Capital of Colorado.”



Snowmobiling in Grand Lake area 15

The sustainability of year-round tourism and outdoor recreation opportunities is vitally important to Grand Lake’s local economy. Grand Lake is committed to outdoor recreation in all seasons. Monthly and annual sales tax revenue from retail, restaurant, and lodging has been steadily increasing for the last several years.

One recent challenge is the Covid-19 pandemic which resulted in a dramatic reduction in tourism-related visits during the spring of 2020. Seasonal workers from foreign countries were also not able to travel to Grand Lake during the pandemic. High school students also typically leave the summer workforce in mid-August to return to school. Communities such as Grand Lake that are gateways to national parks can anticipate short-term fluctuations in business stability and revenue. Long-term economic resiliency may become dependent on retaining a year-round workforce that will create additional demand for local goods and services. An expanding workforce will also need to be supported with myriad social and human services in order to live year round in Grand Lake.

# Plan Theme: A Healthy Economy



Attracting more workforce housing is therefore vital to sustaining a healthy economy. The 2018 Housing Plan for the Study Areas of Granby, Grand Lake, Kremmling, and Hot Sulphur Springs identified the following potential housing unit goal by 2023: 20 homes and apartments deed restricted at or below 120% of the Area Median Income (AMI) for owners and 100% AMI for renters. The plan noted that accomplishing this goal would address 67% of the gap, in the Grand Lake area.

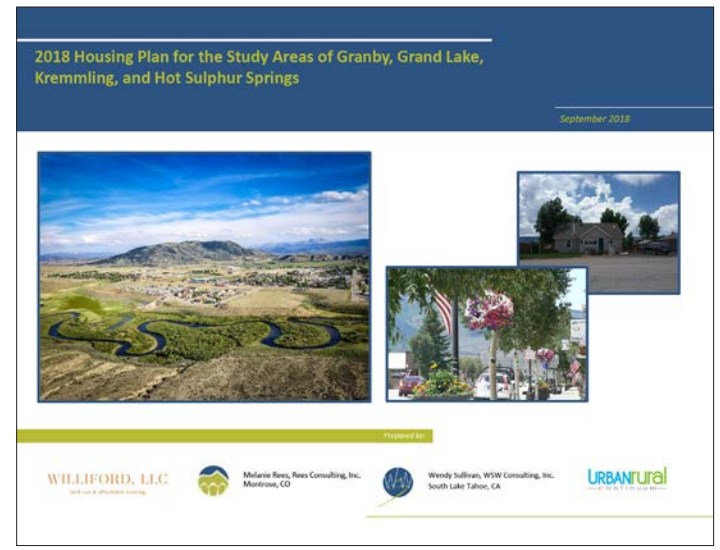
In 2018, Colorado Creative Industries (CCI) certified Grand Lake as a creative district, with access to the resources of “Space to Create”, a workforce housing program. A preliminary feasibility report completed in 2019 identified multiple sites in Grand Lake for a potential Artspace workforce housing project. A market study is underway and funding opportunities are currently being explored for this exceptional public private partnership opportunity.

Grand Lake has several other tools available for promoting affordable housing development, including an inclusionary housing ordinance, a housing fund, and residential and commercial linkage (impact) fees. Additional funding sources include tax credits, state and federal grant programs, debt financing with favorable terms, and local philanthropy such as the Grand Foundation.

Short-term rentals by owners (STR’s) offer a more frequent use of otherwise unoccupied single-family homes and condominium units within the Town. In 2019, nightly short-term rentals added approximately 860 pillows (assuming 6 to a unit) to the nightly rental inventory. While adding to the nightly rental lodging base and bringing in additional tax revenue, careful consideration should be taken with how the Town moves forward with regard to the short-term rental policy.

Providing an array of community services for workers is also key. Such services should include day care and medical and mental health services for younger populations.

Note: Colorado Statutes require inclusion of a Recreation and Tourism element within a comprehensive plan. The above information is intended to serve as the Recreation and Tourism plan element pursuant to C.R.S. 31-23-207 (5).







# Plan Theme: A Healthy Economy

**Guiding Principle:**  
*We value the businesses providing quality services, employment opportunities and an economic base for our community. Grand Lake is noted for the casual, historical, western character of its shops, restaurants and lodgings, even more convenient as our year-round economy is strengthening. We welcome current and future business opportunities.*

## ACHIEVABLE GOALS, STRATEGIES AND PRIORITY ACTIONS

<b>Economic Recovery &amp; Development</b>	
Achievable Goal: To recover from the economic impact of the Covid-19 pandemic.	Priority Action:
Key Strategy: Work with state agencies, community development organizations and local business owners and tenants to stabilize the economic impacts of the Covid-19 pandemic.	Encourage the marketing and animation of any vacant storefronts using pop-ups and other shared retail concepts.
	Create temporary parklets on Grand Avenue between Hancock Street and Vine Street to add usable outdoor space and expand business capacity working within specified design guidelines.
	Update Chapter 12 Article 2 of the Town's Land Use Regulations to create an administrative temporary use permit with specified temporary use provisions for commercial zoning districts.
	Update Chapter 12 Article 2 of the Town's Land Use Regulations to expand vehicle stacking space design requirements for commercial drive-through and pickup services.
	Update Chapter 6 Article 2 of the Town's Sign Regulations to provide greater flexibility for the commercial use of temporary signage, including addressing of the seven consecutive day limitation.
Achievable Goal: To foster a sustainable year-round local economy.	Priority Action:
Key Strategy: Work with local businesses to target market needs along with associated improvements to the Town's land development regulations.	Create a strategic plan for diversifying the local employment base, increasing the retail mix and making other long-term adjustments to improve economic resiliency.
	Update Chapter 12 Article 2 of the Town's Land Use Regulations to reduce obstacles associated with attracting new businesses by streamlining development review and permitting procedures.
	Update Chapter 12 Article 2 of the Town's Land Use Regulations to create a Historic District zoning overlay along Grand Avenue between Hancock Street and Vine Street.
	Update Chapter 12 Article 2 of the Town's Land Use Regulations to combine the Commercial Transition and Commercial Zoning districts into a new Commercial Mixed-Use Zoning District that provides for developing a full range of retail, office, artisan industry, high density residential, institutional and civic uses.
	Update the Town's Zoning Map to reflect the new Historic District and Mixed-Use Commercial zoning categories.
<b>Attainable Housing</b>	
Achievable Goal: To increase the number of housing units available for Grand Lake's workforce.	Priority Action:
Key Strategy: Work with federal, state and local agencies and the private sector to develop new workforce housing in Grand Lake.	Update Chapter 12 Article 10 of the Town's Land Use Regulations to clarify and enhance the affordable housing requirements.
	Update Chapter 12 Article 2 of the Town's Land Use Regulations to lessen restrictions that create a disincentive for the development of Accessory Dwelling Units (ADU's) and tiny homes.
	Update Chapter 12 Article 2 of the Town's Land Use Regulations to provide density bonuses for deed-restricted multi-family housing development.
	Adopt criteria and funding priorities for use of the Town's Housing Fund.
	Develop and purchase land as needed for workforce housing.
	Explore public/private partnerships to develop rent-restricted multifamily housing.



# Acknowledgements

## Grand Lake Town Board

Steve Kudron, *Mayor*  
Jonah Landy, *Mayor Pro-Tem*  
Michael Arntson  
Ernie Bjorkman  
Tom Bruton  
Melissa Ratzmann  
Cindy Southway

## Grand Lake Planning Commission

Hayden (Hoppe) Southway, *Chairperson*  
Robert Canon, *Vice Chairperson*  
Ernie Bjorkman  
Judy Burke  
Diane Mahoney  
John Murray  
James Shockey

## Grand Lake Comprehensive Plan Task Force

Ginny Wilkinson, *Chairperson*  
Jim Cervenka, *Vice Chairperson*  
Jennifer Brown  
Tom Bruton  
Judy Burke  
Elin Capps  
Cindi Cunningham  
John Murray  
Donna Ready  
Alan Walker

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Kimberly White, *Town Planner*

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Martin Landers, AICP  
Paul Mills, RLA  
Shelley La Mastra, RLA  
Colleen Hannon  
Plan Tools  
Russell + Mills Studios  
Russell + Mills Studios  
West Slope Resource Development

## Photo Credits

- |            |                                |
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| 6          | mountainlake.com               |
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| 19         | Russell + Mills Studios        |
| Cover page | Grand Lake Chamber of Commerce |

## Special Thanks

Special thanks to: the Colorado Department of Local Affairs for its generous grant assistance; Grand Lake Heart and Soul; Scott Ready at MountainLake.com; Nate Shull, former Town planner; and everyone in Grand Lake who participated in one or more of the community events associated with the project. The Town wishes to acknowledge the contributions of those citizens and consultants involved in the original 2006 Grand Lake Comprehensive Plan that preceded this 2020 Grand Lake Comprehensive Plan update.



# Plan Theme: An Authentic Place

## Background

Grand Lake is distinguished by its authenticity as a Colorado mountain town. It has retained its rustic character through the efforts of an actively engaged community that strongly values its history and local culture.

Grand Lake’s “Rustic Style” of architecture is reflected in several buildings listed on the Colorado Historic Register, including:

- The Grand Lake Community House built in 1922 in the center of the historic town square. The Community House is used for a variety of public and private events.
- The Grand Lake Lodge, completed in 1920, continues to service visitors to Rocky Mountain National Park and Grand Lake.
- The Kauffman House, built in 1892 as a hotel to accommodate summer tourists. The Kauffman House currently serves as a museum.
- The Smith Eslick Cottage Camp, a motor court built in 1915. The GLAHS is working to preserve the Cottage Camp site dedicated to Grand Lake’s early auto tourism history.

With the exception of the Grand Lake Community House, these properties are also listed on the National Register of Historic Places.



Kauffman House 10



Grand Lake Lodge 11



Grand Lake Community House 9



Smith Eslick Cottage Camp 12

# Plan Theme: An Authentic Place

The Town’s geographic setting – bordered by Rocky Mountain National Park, Grand Lake, Shadow Mountain Reservoir, the Arapaho National Forest, and United States Bureau of Reclamation land – strongly influences its development pattern and compact form. Like many towns originally settled in the late 1800’s, Grand Lake was platted in a grid pattern of wide streets. The original grid pattern is interrupted by a glacial moraine and West Portal Road, most notably in the steep hillside of the Woodpecker Hill residential neighborhood.

Grand Avenue – Grand Lake’s “Main Street” – is the central spine of the original grid with a 100-foot wide right-of-way. Grand Avenue’s major cross streets, from Pitkin Street to Walden Street, are 80 feet wide. Mountain Avenue and Park Avenue also have 100-foot right-of-ways. The wide street rights-of-way contribute to Grand Lake’s unique character, most notably in the form of the boardwalks that line Grand Avenue within the town’s commercial core.



Grand Lake’s Modified Grid Pattern

In 2015, a study to enhance the function and appearance of Grand Avenue was completed. The Grand Avenue Streetscape Master Plan identified four major “interventions” for Grand Avenue, as follows:

1. Define the blocks of the first four blocks of Grand Avenue (Portal Rd. to Vine St.) with a driving lane, bike/snowmobile lane, greenway, and sidewalk.
2. Enhance the corners from Vine St. to Hancock St. with curb extensions to gain pedestrian space and safety.
3. Create seasonal mid-block extensions to bring pedestrian space and activity to the street.
4. Create and clarify greenway regulations, maintenance plan, and development strategies to fully utilize this pedestrian space.

In addition to prioritizing multiple short, mid and long-term action items, the Grand Avenue Streetscape Master

Plan included recommendations from several other plans and studies completed since 2006, including the original 2006 Grand Lake Comprehensive Land Use Plan, the Grand Lake Community Assessment, and the Gateway Community Livability Assessment. As such, the Grand Avenue Streetscape Plan is a valuable community design tool for maintaining and enhancing the heart of Grand Lake, its central business district.

The Town and its residents place a high value on quality, controlled growth for the entire community. The Land Use Plan Map on pages 20 and 21 identifies twelve land use designations that are intended to provide guidance for ensuring a balance of residential, commercial, resort and institutional development.

The Land Use Plan Map also identifies three potential future Town growth areas:

1. A number of residences south of the Wescott / Jericho bridge commonly called “Rainbow” Bridge and east along Jericho road. This “Old Grand Lake” area is largely built-out yet may desire Town services in the future and, if so, would need to petition for an annexation election.
2. Multiple residential lots along and accessed from West Portal Road, between the existing Town boundary and Rocky Mountain National Park. Potential residential estate development is also possible in three locations that have a flat to rolling terrain condition and are outside of sensitive drainages.
3. Numerous residential and commercial parcels along US Highway 34 to the North Fork of the Colorado River. Commercial development in this area should complement, and not directly compete with, businesses in Grand Lake’s central business district.

In addition to these three growth areas, there may be individual parcels contiguous to current Town boundaries that could be incorporated into Grand Lake with minimal impact.

The Town does not currently have an adopted Three Mile Area Plan. A Three Mile Area Plan could provide policy direction and review criteria for considering future annexation petitions. A Three Mile Area Plan should be adopted and annually updated in accordance with state annexation statutes. A draft Three Mile Area Plan is included as an appendix to this comprehensive plan.



**Guiding Principle:**  
*We value the historical character and serenity of our small-town community that supports the quality of life in and around Grand Lake.*

## ACHIEVABLE GOALS, STRATEGIES AND PRIORITY ACTIONS

Community Design	
Achievable Goal: To preserve Grand Lake’s unique rustic small-town character.	Priority Action:
Key Strategy: Work with national, state and local agencies and organizations to protect Grand Lake’s historic resources.	Update the Design Review Standards in Chapter 12 Article 7 of the Town’s Land Use Regulations to include recommendations from the Design Guidelines for the Central Business District and the Streetscape Master Plan.
	Continue to implement the Action Items listed in the Streetscape Master Plan.
	Explore opportunities to revitalize existing building frontages in the central business district that are inconsistent with the Town’s rustic western style.
	Update and implement Lake Front Park design concepts.
Land Use	
Achievable Goal: To foster quality development.	Priority Action:
Key Strategy: Work with local stakeholders to update the Town’s land development regulations.	Update Chapter 12 Article 2 of the Town’s Land Use Regulations to add purpose and intent statements for each of the eighteen zoning districts, and consolidate permitted uses into a single table for ease of reference.
	Update Chapter 12 Article 9 of the Town’s Land Use Regulations to streamline development review procedures and consolidate application types into a single table for ease of reference.
	Update Chapter 6 Article 2 of the Town’s Sign Code to be legally compliant with content-neutrality standards.
	Integrate all relevant Articles from Chapters 6, 11, 12 and 13 of the Town Municipal Code into a unified land development code and resolve any discrepancies or redundancies.
	Update the Town’s Official Zoning Map consistent with the Land Use Plan’s color code and any rezoning or other corrections since 2012.
Managing Growth	
Achievable Goal: To maintain control of local land use decisions.	Priority Action:
Key Strategy: Work with Grand County and others to direct growth into appropriate locations.	Adopt a Three Mile Area Plan in accordance with CRS 31-12-105.
	Annually adopt a resolution updating the Town’s Three Mile Area Plan in accordance with CRS 31 -12-105.
	Prepare an extraterritorial Major Street Plan in accordance with CRS 31-23 212 and 213.



# Verts Neighborhood Dispensary

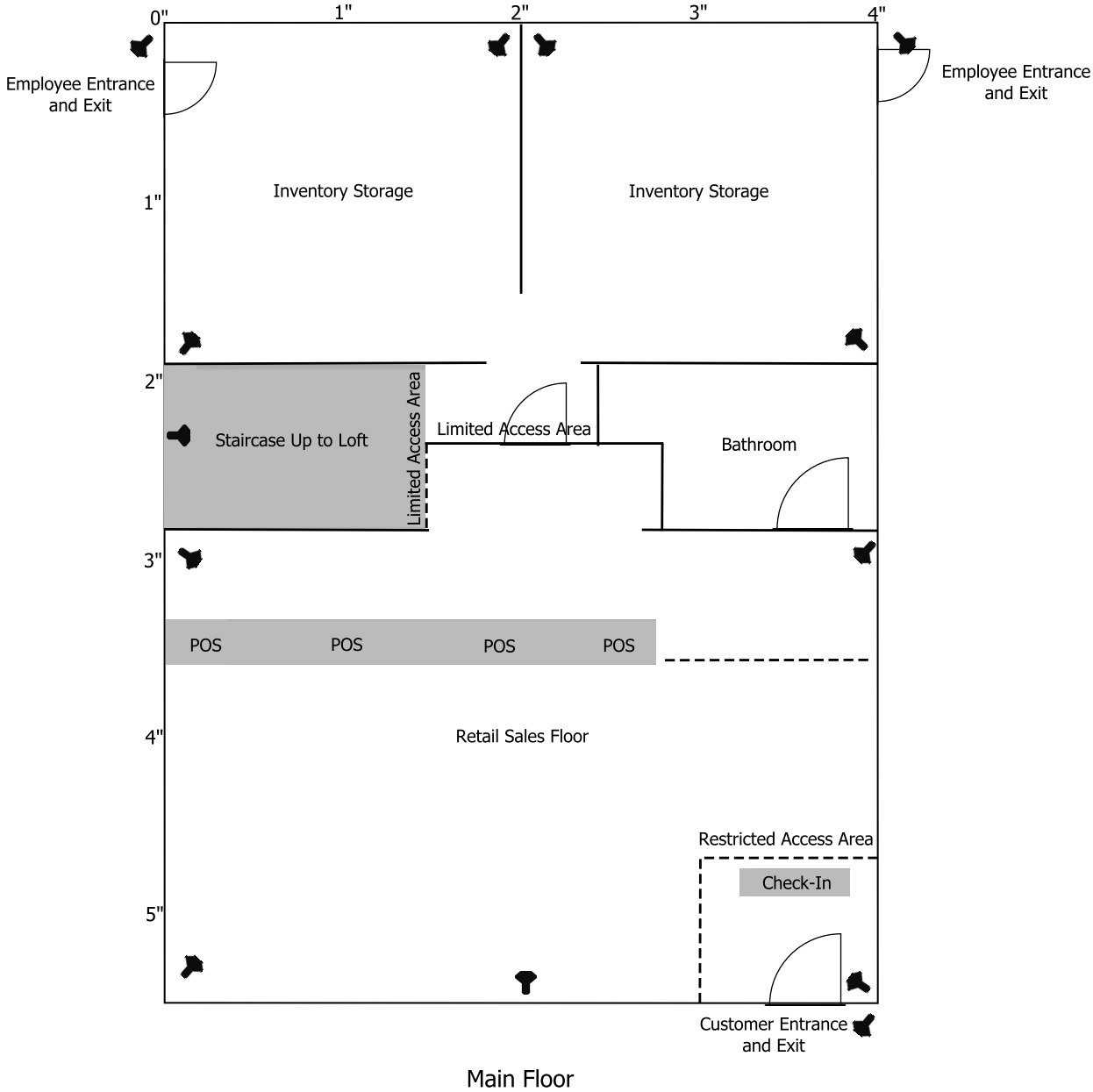
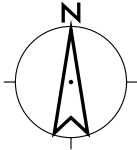
525 Grand Lake Ave, Grand Lake, CO

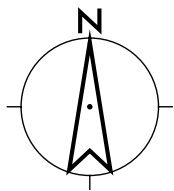
State License: TBD

City License: TBD

Cameras : 17

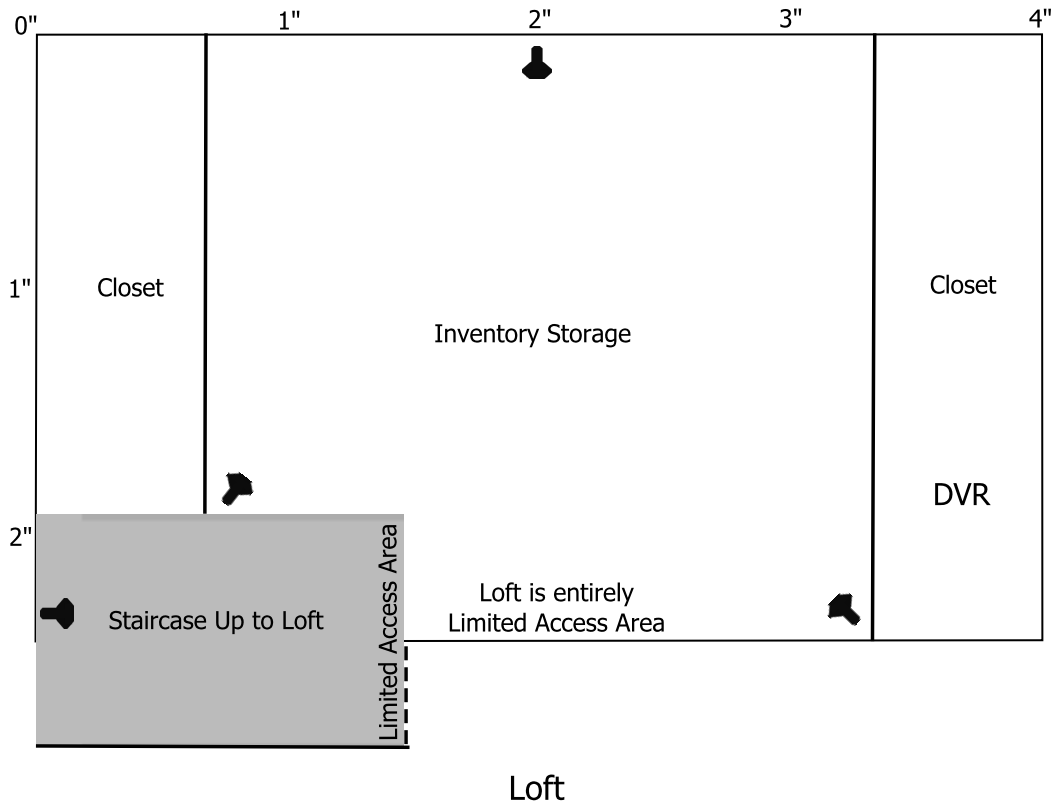
1 in ~ 6 ft





# Verts Neighborhood Dispensary

1 in ~ 6 ft



## COMMERCIAL LEASE AGREEMENT

This Lease is made on March 14, 2024, between JesseTheDog LLC, Landlord, of Grand Lake, Colorado, and Verts Grand Lake LLC, Tenant, of Grand Lake, Colorado.

This Lease is conditioned upon JesseTheDog LLC acquiring the property on March 28, 2024, per the attached Purchase Contract.

1. The Landlord agrees to rent to the Tenant and the Tenant agrees to rent from the Landlord the following property: 525 Grand Avenue, Grand Lake, CO 80447 consisting of approximately 2,008 rentable square feet.
2. The rental payments will be \$5,000 per month, including property taxes and property building insurance. Rent will be payable by the Tenant to the Landlord on the first day of each month, beginning on April 1, 2024 for a period of three years ending April 1, 2027. If any rental payment is not paid within five (5) days of its due date, the Tenant agrees to pay an additional late charge of 5% (five percent) of the rental payment due.
3. The term of this lease will begin on the first day of the month following receipt of the signed lease, security deposit, and first month's rent. If the Tenant remains as Tenant after expiration of this Lease with the consent of the Landlord but without signing a new lease, a month-to-month tenancy will be created with the same terms and conditions as this Lease, except that such new tenancy may be terminated by thirty (30) days written notice from the Tenant or the Landlord, and that the rent shall be \$9,000.
4. The Tenant will pay the Landlord a security deposit of \$5,000. This security deposit will be held as security for the repair of any damages to the property by the Tenant. This deposit will be returned to the Tenant within sixty (60) days of the termination of this Lease, minus any amounts needed to repair the property, but without interest.
5. The Tenant agrees to, and Landlord authorizes, use of the property only for the purpose of carrying on the following lawful business: Verts Grand Lake LLC, doing business as Verts Neighborhood Dispensary, a professional quality, licensed retail marijuana store.
6. The Landlord agrees that the Tenant may install the following equipment and fixtures for the purpose of operating Tenant's business. Such equipment and fixtures shall remain the property of Tenant:
  - a. Computers, tablets, TVs and monitors
  - b. POS infrastructure, hardware and software
  - c. Menu displays
  - d. Security cameras, DVR, access control, monitoring
  - e. Alarm hardware
  - f. Refrigerators
  - g. Furniture and décor
  - h. Storage and shelving

- i. Printers and office supplies
  - j. Interior signage
  - k. Any other equipment and fixtures necessary for the operation of a licensed retail marijuana store.
7. The Tenant has inspected the property and has found it satisfactory for its intended purposes. The Landlord shall be responsible for the repair and upkeep of the exterior of the property, including the roof, exterior walls, parking areas, landscaping, and building foundation. The Tenant shall be responsible for the repair and upkeep of the interior of the property, including all electrical, mechanical, plumbing, heating, cooling, and/or any other system or equipment on the property. Tenant agrees to maintain the interior of the property and the surrounding outside area in a clean, safe, and sanitary manner and not to make any alterations to the property without the Landlord's written consent. At the termination of this Lease, the Tenant agrees to leave the property in the same condition as when it was received, except for normal wear and tear. Tenant also agrees to comply with all rules, laws, regulations, and ordinances affecting the property or business activities of the Tenant.
8. The parties acknowledge that the utilities to the property are in the name of the Tenant. Tenant shall be responsible for paying such utilities for the property by their stated due dates.
9. The Tenant shall not sub-let property or assign this lease without the Landlord's written consent, which shall not be unreasonably withheld. Tenant agrees to allow the Landlord reasonable access to the property for inspection and repair in compliance with the rules, laws, regulations and ordinances affecting the property or business activities of Tenant. Landlord agrees to enter the property only after notifying the Tenant in advance, except in an emergency.
10. If the Tenant fails to pay the rent on time or violates any other terms of this Lease, the Landlord will provide written notice of the violation or default, allowing 5 days to correct the violation or default. If the violation or default is not completely corrected within the time prescribed, the Landlord will have the right to terminate this lease with 25 days' notice and in accordance with state law. Upon termination of this lease, the Tenant agrees to surrender possession of the property. The Landlord will also have the right to re-enter the property and take possession of it in accordance with state law, remove Tenant and any equipment or possessions of Tenant, and to take advantage of any other legal remedies available.
11. The Landlord agrees to carry fire and casualty insurance on the property, but shall have no liability for the operation of the Tenant's business. The Tenant agrees not to do anything that will increase the Landlord's insurance premiums and, further agrees to indemnify and hold the Landlord harmless from liability or damage, whether caused by Tenant's operations or otherwise. The Tenant agrees to carry and pay all premiums for casualty insurance on any equipment or fixtures that Tenant installs at the property. In addition, the Tenant agrees to carry business liability insurance, including bodily injury

and property damage coverage, covering all Tenants' business operations in the amount of \$1,000,000 with the Landlord named as a co-insured party. Tenant agrees to furnish Landlord copies of the insurance policies and to not cancel without notifying the Landlord in advance. Tenant agrees to provide Landlord with a Certificate of Insurance which indicates that Landlord is a co-insured party and that Landlord shall be provided with a minimum of ten (10) days written notice prior to cancellation or change of coverage.

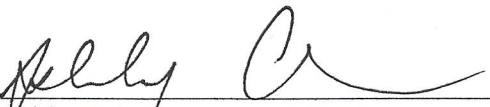
12. This lease is subject to any mortgage or deed of trust currently on the property or which may be made against the property at any time in the future. The Tenant agrees to sign any documents necessary to subordinate this Lease or a mortgage or deed of trust for the Landlord.
13. In the event any legislation, administrative regulations, rules, ordinances, policy or other exercise of authority over Tenant's business by any governmental division or law enforcement agency shall make it illegal or impracticable for Tenant to carry on the business contemplated by this Lease, Tenant may only terminate this Lease on 30 days written notice. In the event of a violation of any terms or default of any payments or responsibilities due under this lease, the terms in Paragraph 11 of this Lease shall control.
14. Tenant agrees that if any legal action is necessary to recover the property, collect any amounts due under this Lease, or correct a violation of any term of this Lease, Tenant shall be responsible for all costs incurred by the Landlord in connection with such action, including any reasonable attorney's fees.
15. As required by law, the Landlord makes the following statement: "Radon gas is naturally occurring radioactive gas that, when accumulated in sufficient quantities in a building, may present health risks to persons exposed to it. Levels of radon gas that exceed federal and state guidelines have been found in buildings in this state. Additional information regarding radon gas and radon gas testing may be obtained from your health department."
16. The following are additional terms of this Lease:
  - Real estate taxes will be assessed and divided against the total number of square feet of rentable floor area IF PROPERTY TAXES GO UP MORE THAN 5% PER YEAR
  - Tenant shall comply with all applicable state and local laws, including but not limited to the state cannabis licensing and program rules
  - Since compliance with all federal laws is impossible, Tenant shall comply with all applicable federal laws to the extent they are not inconsistent with Tenant's use of the premises as a cannabis business
  - The use of marijuana substances including marijuana, edibles, cannabis tonics, extracts or other items with THC are strictly prohibited on the property
  - Tenant agrees to paint the ceiling and walls; and replace all ceiling tiles at the end of the lease

17. The parties agree that this Lease, including any attachments is the entire agreement between them and that no terms of this Lease may be changed, except by written agreement of both parties. This Lease is intended to comply with all applicable laws relating to Landlord and Tenant relationships in the state. This Lease binds and benefits both the Landlord and Tenant and any heirs, successors, representatives, or assigns. This Lease is governed by the laws of the State of Colorado, the Town of Grand Lake, and Grand County.

LANDLORD  
JesseTheDog LLC  
A Colorado limited liability company

By:   
Matthew Ingles, Member/Manager

TENANT  
Verts Grand Lake LLC  
A Colorado limited liability company

By:   
Ashley Close, Member



# Verts Grand Lake LLC Business Plan

With over a decade of experience in Colorado's regulated marijuana industry, Verts Grand Lake LLC, doing business as Verts Neighborhood Dispensary (Verts), is seeking to build on its reputation as a community resource, good neighbor and well-run business to become Grand Lake's first licensed marijuana store.

Proposed to be located at 525 Grand Avenue, Verts intends to be a successful cannabis business that blends in with the surrounding area and builds community with neighboring residents and businesses.

Verts has secured the right to the property from its prospective owner. JesseTheDog LLC has executed a purchase contract with the current property owners, Mountain Mongrels LLC, scheduled to close on March 28, 2024. Verts will lease the property from JesseTheDog LLC per a lease agreement between the two parties that has been executed and is set to take effect on April 1, 2024.

Because Verts has an established relationship with its prospective landlord, the store will be in position to remain a successful and stable business in its proposed location. Our intent is to grow the business, lead by example, and show that Grand Lake has a robust and thriving adult-use cannabis market, all while continuing to impact the community in only positive ways and maintaining our friendly persona.

We are a company that views our team members as family and treats them as such. We focus on compliance, working hard, and bringing solutions. Our core purpose is to cultivate better lives among our customers, staff and community.

Verts carries an extensive artisanal selection of cannabis products that meet our customers' needs and remain up-to date with current market demand. We embody the friendly, neighborhood vibe. When people purchase cannabis from us, they receive a nostalgic experience and personal interaction rather than a cold or clinical transaction.

**Proposed product lines** – Verts understands that careful product procurement and shelf selection will drive sales growth and better serve customers. The company focuses on the careful development of product selection by fostering excellent relationships with its existing vendors, and facilitating new vendor relationships and the procurement of quality cannabis and cannabis products from licensed Colorado producers. Verts projects that roughly 50 percent of sales will be cannabis flower and 45 percent will be manufactured (non-flower) cannabis products, with the remaining 5 percent of sales being non-cannabis products such as accessories and branded merchandise.

## **Cannabis flower**

Cannabis flower is likely the most recognizable commercially available cannabis product sold by licensed retail marijuana stores. Dried cannabis flower comes in a variety of strains that fall under three broad categories, each of which will be available at Verts. Whether indica, sativa, or

# Verts Grand Lake LLC Business Plan

a hybrid of the two, each cannabis strain has distinctive identifiers experienced through nuanced differences in taste, smell, and effect due to the varying levels of tetrahydrocannabinol (THC), cannabidiol (CBD), and other present cannabinoids and terpenoids. Indica-dominant strains tend to provide a more relaxed experience, affecting the whole body, while sativa-dominant strains generally produce an energizing effect. Hybrids can provide a bit of both effects. Different strains produce different experiences, so to best serve Verts customers, we believe it is important to have a diverse variety of cannabis flower to meet all customer needs.

## **Manufactured cannabis products**

Cannabis products are created by processing cannabis flower and trim material through a wide variety of extraction methods. Depending on the extraction method, a range of different products can be produced, all with different potencies, textures and effects. Verts intends to provide a full range of manufactured cannabis products so consumers can make a responsible choice regarding their use.

Verts will offer the following manufactured cannabis products:

- Concentrated cannabis in smokable and/or vaporizable form
- Vaporizer pens and cartridges
- Oils in oral dosage syringe or capsule form
- Edibles and drinks
- Topicals
- Transdermal patches

With every concentrated form of cannabis that is sold, Verts will make available the Colorado Marijuana Enforcement Division (MED) warning statements and safety pamphlet for concentrate usage.

Verts strives to offer a diverse array of options for customers to make informed, responsible choices about their cannabis use. Carefully curated cannabis products will be offered at an affordable price point so access to the benefits of cannabis is based on preference and not the size of one's wallet.

Finally, if customers prefer that Verts carry a specific product or brand, the store will be happy to accept recommendations. And by utilizing analytics provided through the State inventory tracking system and Treez (our internal point-of-sale software system), Verts will identify the products most popular among customers. While the popularity of a product provides some weight when making purchasing decisions, Verts will also focus heavily on quality and agreements in place with trusted suppliers.

**Proposed product handling procedures** – In addition to the receiving deliveries and inventory control procedures outlined in our Operations Plan, Verts follows strict product handling procedures within its licensed premises.

# Verts Grand Lake LLC Business Plan

## **Fulfillment of customer orders**

Purchases may only be made in the Retail Sales Floor area. As described in the customer check-in procedures in our Operations Plan, only customers who have undergone age and identity verification are granted access to the Retail Area. As a Retail Marijuana Store, Verts will only sell Retail cannabis and cannabis products to individuals at least 21 years of age.

Customers will be able to browse secure product displays while on the Retail Sales Floor; Verts will not allow customers access to cannabis or cannabis products until they have completed a transaction. Government-issued identification will also be required to be shown at the point-of-sale (POS) at the time of purchase. All cannabis products are dispensed in child-proof, opaque packaging.

Budtenders will adhere to the following steps when fulfilling customer orders:

- After browsing and/or asking any questions, the customer will place an order with a Budtender.
- The Budtender will fulfill the customer order and will scan all ordered items into Treez. The Budtender will then apply all customer exit labels to all products as well as any discounts.
- The customer will tender payment. Verts accepts cash as well as debit card transactions.
- The Budtender will record the completed transaction in Treez.
- The Budtender will place products into a bag, if desired by the customer, and hand the bag to the customer.

After completing the transaction, all customers will be required to immediately exit the store.

## **Product returns**

Verts will accept returns of defective, damaged, or products which fail to meet customer expectations with a receipt of purchase. In exchange, customers are given the option to purchase the same or similar product and are charged \$0.10, which is the lowest legal amount a customer can be charged. Verts will never resell cannabis goods returned by a customer. Defective cannabis products returned by customers to Verts will be destroyed on the day they are returned.

## **Secure product display**

The Verts Retail Sales Floor has been designed to provide optimal viewing capabilities of products for customers, while limiting the opportunity for diversion.

Flower product samples are securely displayed in jars that allow customers to visually inspect the flower and smell it; however, the jars are locked and secured by a retractable steel cord within the fixed display.

Concentrates and cartridges are on display, but stored and secured within locked display cases. There is no handling of these products by consumers unless a purchase is made.

# Verts Grand Lake LLC Business Plan

Edibles and other pre-packaged cannabis products are displayed in “dummy packaging” with no product inside and/or using no-THC sample products. This allows customers to visually inspect the product packaging and information, but no THC-containing products are on display.

**Core values** – We are honest and forthcoming with our customers. We never make volume or sales figures the focus of an interaction, but rather focus on making sure our patrons feel taken care of. Our honesty ripples over into the integrity with which the community views us, and it is that integrity that makes them believe in us and return time and time again.

Verts’ niche is – and will continue to be in the Retail market – providing quality cannabis at a great price. As a vertically integrated company with a long history in Colorado’s legal cannabis market, we have the experience and expertise to thrive within our niche and to continue growing our business.

## **Customer service**

We always make it right. At Verts, we take accountability for any mistake or shortcomings on our part as a business. If any of our employees are ever incapable of making something right for a customer, we bring it to the rest of the team’s attention so we can get the resources in place to provide solutions.

We never lose sight of the customer experience. We wouldn’t be anywhere without our customers, so continuing to maximize their experience is of paramount importance. When we are hiring new employees, we focus less on whether they have cannabis industry experience, but more so if they have hospitality and customer service experience.

## **Local hiring and career development**

Whenever possible, Verts hires from within the community. We offer our team members the ability to move up in the company, a competitive pay rate and potential bonuses. Our employees receive a substantial discount on cannabis products, as well as paid time off and paid sick leave. We provide health, dental, vision, and life insurance, and focus on career development opportunities for our staff. Whenever there is a new position available, we always try to promote from within the company first.

## **Community benefits**

Among the business practices that set Verts apart is our focus on taking care of the team members within the company as well as our customers throughout the community. We will give back to the Grand Lake and Grand County communities and support local charities and initiatives to make our home a better place to work and live.

## **Compliance**

Additionally, we make compliance a core value and a focus of daily operations. Instead of looking at our sector as the “Cannabis Industry,” we like to consider it the “Compliance Industry.”

# Verts Grand Lake LLC Business Plan

Because only with total compliance comes the opportunity to sell cannabis; not the other way around. Regulations are constantly changing and we stay up to date and implement changes immediately.

Verts is Colorado born and raised. We look forward to continuing to grow in our home state.

# Verts Grand Lake LLC Operations Plan

**Hours of operation** – In accordance with GLMC 6-5-5(h)(1), Verts Grand Lake LLC, doing business as Verts Neighborhood Dispensary (Verts), will operate within the hours of 8am-10pm, seven days a week. We will be closed on Thanksgiving and Christmas.

Per GLMC 6-5-5(g), the store's licensed premises and the property associated with the license, its books, records and inventory, including any places of storage where regulated marijuana is stored, displayed or sold, and locked and/or secured area, shall be made available to inspection by Town personnel, or commissioned police officers of the Town, during all business hours and other times of apparent activity.

**Opening and closing procedures** – Verts will implement detailed opening and closing procedures to:

- Ensure regularity and consistency.
- Prevent theft or diversion of cannabis and cannabis products.
- Maintain confidentiality of customer information and records.
- Comply with all inventory control and reporting requirements throughout the chain of custody.

## **Opening**

Upon arriving in the parking lot, the opening Manager will confirm the area surrounding the facility, all pathways of ingress and egress, windows, and other areas are cleared and safe for entry. Upon entry, the opening Manager will be responsible for the following daily opening tasks:

- Unlocking Employee Entrance 30 minutes before store opening time.
- Deactivating the interior alarm.
- Ensuring all sanitation protocols from previous shifts have been properly completed.
- Ensuring all interior signage as well as displayed permits and certificates are properly located in compliance with GLMC 6-5-12 and are readily visible to all customers and store personnel.
- Ensuring all security cameras are operational.
- Confirming odor control systems are functioning and filters are clean.
- Confirming all Treez, Metrc, and other point of sale (POS) equipment, computers, smartphones, tablets, chargers, and associated equipment are turned on and in good working order.
- Carrying out inventory reconciliation to ensure starting day's inventory matches closing inventory from the previous night. Daily inventory includes cannabis flower, cannabis concentrate, and cannabis-infused products that will be made available for display, as well as stocked inventory.
- Reconciling the cash safe to ensure that the beginning day's overall balance and each individual POS till is accounted for and accurate according to records from the previous day.



# Verts Grand Lake LLC Operations Plan

- Transferring any products made available as display samples from Inventory Storage to their respective display cases.
- Confirming that sales plans for the day are displayed in relevant locations to maintain knowledge of current sales goals.

Additionally, the opening Manager ensures all electronic devices to be used by the team have been charged overnight and are in their respective areas prior to store opening. After these tasks are complete, the opening Manager will open the single, secure Customer Entrance to the store.

Opening activities are all monitored and recorded by the team daily as each task is completed. This allows our General Manager and leadership team to:

- Build standardized quality assessment templates.
- Create action plans and assign responsibilities to managers and budtenders.
- Reinforce training, processes and comprehension of employees.
- Maintain brand standards and verify loss minimization controls.
- Complete comparative analyses over time and across locations.
- Ensure accountability while reducing reporting errors.
- Ensure all tasks are adequately addressed and allow the team to work together to achieve shared goals by dividing and conquering to maximize cooperation and efficiency.

Finally, most mornings we typically have an all-staff meeting to go over any issues, discuss the day's promotions and goals, and address any questions.

## **Closing**

Verts staff will adhere to the following closing procedures after the end of each day's operating hours:

- Determine that all customers have left the premises and inspect the premises to ensure that everyone has vacated. No persons other than Verts staff are permitted within the premises after closing time.
- Balance out cash drawers and prepare bank deposits.
- Inspect work areas to confirm that all valuables have been secured.
- Lock all cash drawers in the safe within the Office.
- Scan and remove all cannabis products from the display cases.
- Secure storage cabinets.
- Return all goods to Inventory Storage and scan all products once relocated there.

The closing Manager will oversee each closing procedure above, and will also be responsible for the following closing tasks:

- Ensuring the single, secure Customer Entrance is locked, as well as all other exterior doors.

# Verts Grand Lake LLC Operations Plan

- Conducting cash reconciliation, balancing final till, creating starting balance for the following business day, and placing cash-positive gains in properly labeled envelopes in the safe.
- Running POS reports to accumulate all debit card transactions.
- Transferring any products made available as samples from their respective display cases back to their respective place in Inventory Storage.
- Locking safe and Inventory Storage areas.
- Removing all trash, recycling, and non-cannabis waste from their respective receptacles.
- Wiping down and sanitizing each POS station.
- Confirming security equipment is operational.
- Ensuring that all security cameras are functional.
- Ensuring proper connectivity for all components of the security system.
- Ensuring DVR has enough storage for continued video recording.
- Confirming all POS computers, smartphones, tablets, chargers, and associated equipment are in good working order and are accounted for.
- Confirming all lights are off, and informing maintenance of any lighting or equipment issues. All lighting will be regularly maintained to guarantee adequate premises and parking lot lighting.
- Floors are swept and mopped, shelves are dusted, and glass is cleaned. All technology is powered down. Any restocking that needs to occur prior to the morning shift is authorized by a Manager and completed.

**Customer check-in procedures** – Per state law and GLMC 6-5-5(h)(6), Verts will not allow entry to the Retail Sales Floor without first identifying an individual as 21 years of age or older with a valid ID. Verts follows a strict access control plan and the licensed premises is not shared with, nor does it permit access from, any other business.

All customers will enter the site through the Customer Entrance at the southeast corner of the site. All customers will be required to present valid identification for verification to the receptionist at the front desk Check-In area. IDs are scanned and verified via Intellicheck, a software that is downloaded onto an iPad or tablet. The employee puts the barcode up to the camera and the platform will run the ID through its database. The database is set up to go through three checkpoints. The first is that the customer is 21 or older. The second is that the ID is current and valid. The third checks for irregularities within the ID itself and indicators for fake IDs. It will check the barcode and how all of the information is set up on the ID. If any of the information is off, it will show that the ID is invalid and fake. The customer will be able to shop only if the ID passes all three checkpoints within Intellicheck. If Verts staff members believe the ID to be fraudulent, it will be kept and submitted to the Grand County Sheriff's Department.

Intellicheck keeps a record of all IDs that were scanned through Verts's account. It keeps the date, time, and ID scanned for tracking purposes. At the end every month a report is sent via

# Verts Grand Lake LLC Operations Plan

email for these records and deleted from the Intellicheck database. This will allow the business to show that the ID was checked at the front desk and verified to be legitimate if there is ever a discrepancy for a customer and their ID with the state or local authorities.

IDs are further verified by a visual and physical scan of the ID, and a visual scan of the customer. Once the customer has been verified to be over 21 with a valid ID, the customer will then be entered into Treez, our internal POS software system that allows Verts to track the amount of cannabis sold according to state purchase limits. Only upon verification will customers be allowed to proceed past the Customer Entrance check-in area into the Retail Sales Floor.

Customers will not be allowed beyond the Retail Sales Floor into any limited access areas, which include all “back of house” operational areas such as the Inventory Storage area. Access beyond the sales floor and entry to all limited-access areas will have electronic access control requiring unique identity verification that records the movements of employees and contractors.

Before interacting with any customer, Verts employees are trained to determine the authenticity of customer identification and to properly understand and use the ID scanner and Treez verification systems in place. Employees are trained to know the physical feel and touch of IDs and reference indicators between real and fake IDs.

The process for every customer is:

1. Ask the customer for their ID
2. Ask them to verbally verify their date of birth
3. As the customer is answering this question, the employee is looking at the picture of the ID and looking at the face of the customer to make sure there are no discrepancies between the two.
4. After the physical and visual check, the employee will run the ID through Intellicheck. This platform runs all IDs through a database using the barcode that can detect any irregularities of the ID.
5. Once the customer is verified through Intellicheck, the employee will place the ID under a UV light to make sure all UV Indicators are in place.
6. If there are any discrepancies with the ID, there will be a copy of the Current ID and Passport book for the US at the front desk, which the employee will reference.
7. If there are still issues, the employee will get a second opinion from a Manager.
8. Once all of these items are verified to be correct and valid, then the customer will be allowed to enter the Retail Sales Floor. If the customer fails to pass the ID checkpoint verification process, they will be asked to leave immediately.

Once the customer has entered the Retail Sales Floor, the customer will again be required to show their ID card to the employee that is finishing the transaction. They will again be asked to verbally verify their date of birth and the employee will be doing the physical and visual checks for the ID and face of the customer.

# Verts Grand Lake LLC Operations Plan

Verts will also sign up with a local company for periodic stings. The company will have either an underage person or a person at least 21 attempt to shop at Verts. For the underage person, the employee will ask the underage customer to leave, which will result in a pass for Verts. For the customer who is at least 21 years old who works for the company, they will make sure that their ID is checked thoroughly at the front desk and then again at the point of sale when the transaction is being finished. If the employee does all of this, it will result in a pass for Verts.

**Location and procedures for receiving deliveries** – Verts will obtain all cannabis and cannabis products from State of Colorado-licensed cannabis facilities. Any deliveries will be made by the vendor themselves or from a third-party licensed transport company. If from a third-party licensed facility, Verts will check the validity of their local and state licenses. All drivers are verified to have a valid driver's license and a State-issued badge.

## **Purchase orders**

Only the General Manager and Assistant Manager will be authorized to place orders for shipments of product. Upon placement of an order, the General Manager or Assistant Manager will communicate with the producer to determine their availability, confirm the delivery, and request an electronic copy of the invoice. Each morning, a member of the Inventory team will check Metrc (the State's inventory tracking system) for any incoming deliveries and will thus make all documents ready for receiving said delivery.

## **Policies for receiving shipments**

To ensure that shipments of product are received safely, securely, and compliantly into our facility, Verts will implement the following policies:

- All shipments of cannabis goods will be received during predesignated business hours.
- At the beginning of each shift, the Inventory team will check Metrc to confirm all manifested deliveries scheduled for that day.
- Vendor employees will be required to be escorted by a Verts employee at all times while on our premises. All vendors will be badged by the Colorado Marijuana Enforcement Division (MED) accordingly and Verts staff will ensure to check the validity of the badge and that the vendor is wearing it at all times.
- All receiving activities will occur under video surveillance.
- Verts will maintain a log of all vendor employees, as well as any other type of individual other than our employees, who are granted access to the limited access areas of our facility. Verts will make these logs available for inspection.
- All vendor employees will be issued a visitor badge upon entering the facility. Visitor badges must be visibly displayed at all times while on the premises, and returned to Verts staff prior to leaving the site.

## **Process for receiving shipments**

Shipments of cannabis are received into the facility pursuant to the following process:

- Upon arrival at the facility, the vendor employee will:

# Verts Grand Lake LLC Operations Plan

- Park in the store parking lot.
- Proceed to the Customer Entrance at the southeast corner of the premises.
- A Verts employee will greet the vendor, check them in and provide a visitor badge. Upon check-in the the vendor employee will present the following items:
  - Government-issued identification showing he or she is 21 years of age or older and their MED-issued badge.
  - Metrc shipping manifest, showing vendor name, vendor employee name, badge number, vehicle make, model and license plate number, and driver's license number.
  - A copy of the licensed vendor's local and state licenses.
  - Invoice from vendor.
- The Verts employee will verify all documentation. After verification, the Verts employee will sign the vendor employee into our visitor log, and generate a visitor identification badge for the vendor employee, which he or she will be required to visibly display at all times while on the premises.
- Once checked in, the Verts General Manager or Assistant Manager will process the shipment.
- The Manager or will inspect the shipping manifest to ensure it matches the purchase order and contains the following:
  - The name, license number, and premises address of the originating licensee.
  - The name and license number of the third-party transporter of the cannabis and cannabis products, if applicable.
  - The name, license number, and premises address of the licensee receiving the cannabis or cannabis products into inventory or storage.
  - That all Metrc tags listed on the manifest are physically with the product.
  - The item name, item category and weight or count of cannabis or cannabis products associated with each package tag.
  - The estimated date and time of departure from the licensed premises.
  - The estimated date and time of arrival at each licensed premises.
  - The driver's license number of the personnel transporting the cannabis and cannabis products, and the make, model, and license plate number of the vehicle used for transport.
- After verifying that the shipping manifest contains all required information and matches the purchase order that Verts placed with the vendor, the Manager and vendor employee will unload the shipment in the limited-access Inventory Storage area. All product will be contained in opaque, unmarked boxes to ensure that no cannabis is visible from the store exterior during the receiving process in accordance with GLMC 6-5-5(f).
- All boxes containing the shipment will be kept in the nonpublic Inventory Storage area.

# Verts Grand Lake LLC Operations Plan

## **Product inspection**

Once in the Inventory Storage area, the Verts General Manager or Assistant Manager will inspect all cannabis, cannabis products, and documentation prior to acceptance. Verts will reject any cannabis or cannabis products that:

- Differ from those listed on the sales invoice and/or Metrc shipping manifest.
- Were damaged during transportation.
- Are improperly packaged or labeled.
- Are not contained in child-resistant packaging.
- Exceed the provided expiration or sell-by date.
- Have not undergone the required laboratory testing.

After inspection and acceptance of the shipment, a Verts employee will escort the vendor employee out of the store via the Vendor Exit, where he or she will return the visitor badge and sign out on our visitor log.

## **Recordkeeping**

Treez automatically inputs the date and time of all inventory activity from the time it was entered into Treez until the time it is sold. Additionally, Verts will record the following information in Treez after accepting the shipment physically and within Metrc:

- The type of cannabis or cannabis products.
- The weight, volume, or count of the cannabis or cannabis products.
- The internal unique identification number (UID) assigned to the cannabis or cannabis products.
- The Metrc tag assigned to the product by the originating facility.

Verts will utilize Treez to record all subsequent movement of the inventory.

**Point-of-sale infrastructure and number of points of sale** – Verts will utilize Treez as our point-of-sale (POS) system. Treez is a state-of-the art, secure, and user-friendly POS and retail management system. Treez also provides streamlined software for customer check-in, analytics, inventory management and compliance.

Treez automatically integrates with Metrc, the State of Colorado’s mandated track-and-trace system to ensure compliant reporting of all transactions.

When at full capacity, Verts will utilize four POS terminals, located toward the back of the Retail Sales Floor. In accordance with 1 CCR 212-3 § 3-225(C) all POS areas will be recorded by our video surveillance system, and camera placement will allow for the recording of the facial features of any person purchasing or selling cannabis goods, or any person in the Retail Sales Floor, with sufficient clarity to determine identity.



# Verts Grand Lake LLC Operations Plan

**Estimated number of customers** – On average, Verts expects to serve approximately 10 customers per hour and at least 100 customers per day during the summer busy season.

**Inventory control procedures** – In order to properly track and monitor cannabis inventory and to prevent diversion, Verts will implement the following procedures:

- Track and trace and point of sale
- Recordkeeping
- Product storage
- Product handling

## **Track and trace**

Per State law, Verts will create and maintain an active and functional account within the State inventory tracking system, known as Metrc, prior to engaging in any commercial cannabis activity, including the purchase, sale, test, packaging, transfer, transport, return, destruction, or disposal, of any cannabis goods. Verts will be responsible for the accuracy and completeness of all data and information entered into Metrc and for all actions our owners or employees take while logged into or using Metrc or conducting Metrc activities.

### System administrator and duties

Per 1 CCR 212-3 § 3-805(B)(1), Verts will designate its General Manager as its Inventory Tracking System Administrator. The System Administrator will authorize additional owners or employees as - Inventory Tracking System User, and will ensure each user receives Metrc training prior to access or use.

The System Administrator will:

- Complete new user system training provided by the Marijuana Enforcement Division and any subsequent continuing education (1 CCR 212-3 § 3-805(B)(2).
- Designate Metrc users, as needed, and require the system users to be trained in the proper and lawful use of Metrc before the users are permitted to access Metrc (1 CCR 212-3 § 3-805(B)(3).
- Maintain a complete, accurate, and up-to-date list of all full names and usernames of all Metrc users (1 CCR 212-3 § 3-805(E)(3)(a).
- Remove a user from the licensee's Metrc account when that individual is no longer authorized to represent the licensee (1 CCR 212-3 § 3-805(E)(3)(b).
- Correct any data entry errors within three calendar days of discovery of the error.
- Tag and enter all inventory in Metrc as required by 4 CCR §15049. 4 CCR §15048.1(a)(5);
- Monitor all system notifications and resolve all issues identified. The notification may not be dismissed by an account manager before resolution of the issue(s) identified in the notification. 4 CCR §15048.1(a)(6);

# Verts Grand Lake LLC Operations Plan

- Keep and maintain comprehensive records detailing all inventory activities that were conducted during any loss of access to the Metrc system or Treez (1 CCR 212-3 § 3-805(F)(3).
- Reconcile the inventory of cannabis and cannabis products on the licensed premises with the Metrc database each day (1 CCR 212-3 § 3-805(E)(1).

## Log on

The System Administrator and all other users will utilize a unique log-in, consisting of a username and password. The System Administrator and all other Metrc users will only be permitted to access Metrc under his or her assigned log-in. No System Administrator or user may share or transfer his or her log-in, username, or password, with any other individual for any reason (1 CCR 212-3 § 3-805(F)(2).

## Track and trace reporting

Verts will report all commercial cannabis activity into Metrc within 24 hours of occurrence, including:

- Receipt of cannabis or cannabis products
- Rejection of transferred cannabis or cannabis products
- Destruction or disposal of cannabis or cannabis products
- Sale of cannabis or cannabis products

For each activity entered, Verts will record the following information:

- Type of cannabis or cannabis products.
- The weight, volume, or count of the cannabis or cannabis products.
- The date of activity.
- The unique identifier (“UID”) assigned to the cannabis or cannabis product.

If cannabis goods are being destroyed or disposed of, Verts will record the following additional information in Metrc:

- The name of the employee performing the destruction or disposal.
- The reason for destruction or disposal (1 CCR 212-3 § 3-805(I)(6).
- The method of disposal and what material it was mixed with.
- Amount of product destroyed.

If a package adjustment is used to adjust the quantity of cannabis or cannabis products in Metrc, Verts will include a description explaining the reason for adjustment (1 CCR 212-3 § 3-805(I)(6).

If Verts rejects a partial shipment of cannabis goods we will record the partial rejection in Metrc. When receiving deliveries, Verts will record acceptance or receipt, and acknowledgement of the cannabis or cannabis products in Metrc.

# Verts Grand Lake LLC Operations Plan

## Loss of connectivity

If at any point Verts loses access to Metrc for any reason, Verts will:

- Prepare and maintain comprehensive records detailing all commercial cannabis activities that were conducted during the loss of access (1 CCR 212-3 § 3-805(F)(3).
  - As detailed in Point of sale below, Treez allows Verts to maintain these required records.
- Once connectivity is restored:
  - Enter all commercial cannabis activity that occurred during the loss of access into Metrc.
  - Document the cause for loss of access, and the dates and times for when access to Metrc was lost and when it was restored.

## Point of sale

Verts will utilize Treez as our point of sale (POS) and inventory tracking system to track and report on all aspects of the cannabis business including, but not limited to, such matters as cannabis tracking, inventory data, gross sales (by weight and by sale) and other information which may be deemed necessary by the Town. Verts will ensure that such information is compatible with the Town's record-keeping systems. Treez has the capability to produce historical transactional data for review. Treez provides POS data as well as audit trails for both product and sales. Treez automatically integrates with Metrc to ensure compliant reporting of all transactions.

Treez accurately documents the present location, amounts, and descriptions of all cannabis and cannabis products on the premises.

## Reconciliation

Verts will be able to account for all of our inventory at all times, and will maintain an accurate record of our inventory, including the following information, available to the Town upon request:

- A description of each item such that the cannabis goods can easily be identified.
- An accurate measurement of the quantity of the item.
- The date and time the cannabis goods were received by Verts.
- The sell-by or expiration date provided on the package of cannabis goods, if any.
- The name and license number of the licensed producer and transporter that transported the cannabis goods to Verts.
- The price Verts paid for the cannabis goods, delivery costs and any other costs.

In order to ensure our records of inventory are accurate, Verts will perform several different types of inventory reconciliations, including daily physical inventories and random physical inventory checks.

# Verts Grand Lake LLC Operations Plan

## Random physical inventory check

Verts will conduct random physical inventory checks twice annually, led by a Manager. Our General Manager also will lead periodic internal inspections.

## Weekly complete physical inventory

Once every week, in order to monitor for any required maintenance, and to ensure there are no discrepancies or theft, Verts will perform a complete physical inventory, and log the following information into Treez:

- A summary of the complete physical inventory findings.
- The date of the audit and the name of the employee who conducted the inventory.

In accordance with 1 CCR 212-3 § 3-805(E)(1), Verts will reconcile all on-premises and in-transit cannabis inventories each day in Metrc at the close of business. We will also review Verts's authorized Metrc users and remove any users who are no longer authorized to enter information into Metrc.

If Verts finds a discrepancy between our on-hand inventory and the inventory recorded in Metrc, Verts will conduct an audit by:

- Conducting a full reconciliation of all inventory.
- Determining the cause of the discrepancy.
- In the case that the inventory discrepancy was due to theft, a Verts Manager will do the following:
  - Determining which individuals were present at Verts at the time of the incident leading to the discrepancy, and interviewing these individuals.
  - Reviewing all security footage.
  - As outlined below, contacting the relevant authorities.

If, through conducting our audit, Verts discovers any of the following, Verts will notify the Marijuana Enforcement Division of:

- Significant discrepancies identified during inventory.
- Diversion, theft, loss, or any criminal activity involving the cannabis business or any agent or employee of Verts.
- The loss or unauthorized alteration of records related to cannabis, customers or employees or agents of Verts.
- Any other breach of security.

After the audit is complete, Verts will:

- Review all inventory auditing practices.
- Utilize the result of the investigation, determine whether our auditing practices need to be revised to prevent a discrepancy from occurring in the future.
- Conduct an additional full, random physical inventory of all inventory on site.
- Draft a thorough investigation and incident report, including:

# Verts Grand Lake LLC Operations Plan

- Date of the incident
- Description of the incident.
- Identification of known causes of the incident. If no cause was identified in the audit, identification of any suspected causes of the incident.
- Identification of all individuals present at Verts at the time of the incident.
- The content of all interviews with staff members conducted as part of the audit.
- A summary of all security footage reviewed as part of the audit.
- All planned and completed corrective actions.

## Recordkeeping

Verts will retain the following records for the current year and three preceding calendar years per 1 CCR 212-3 § 3-905(2), available to the Town upon request:

- Financial records including, but not limited to, bank statements, sales invoices, receipts, tax records, and all records required by the Colorado Department of Revenue.
- Accurate books and records in an electronic format, detailing all of the revenues and expenses of the business, and all of its assets and liabilities.
- Personnel records, including each employee's full name, Social Security number or individual taxpayer identification number, date employment begins, and date of termination of employment, if applicable.
- A current register of the names and the contact information (including the name, address, and telephone number) of anyone owning or holding an interest in the cannabis business, and separately of all the officers, managers, employees, agents, and volunteers currently employed or otherwise engaged by Verts.
- Training records including, but not limited to, the content of the training provided and the names of the employees who received the training.
- Contracts involving cannabis vendors.
- Permits, licenses, and other local authorizations to conduct Verts's retail and medical cannabis activity.
- All other documents prepared or executed by an owner or their employees or assignees in connection with Verts.
- Any other records required by the Town.

## Retention format

Verts will maintain all required records in an electronic format which allows them to be made available to the Town upon request utilizing a secure, cloud-based system. We will also retain physical copies in a secured area in our Office.

## Inventory control records

Treez allows Verts to accurately document the present location, amount, and description of all cannabis and cannabis products.

# Verts Grand Lake LLC Operations Plan

## Audits

Verts will be able to conduct a financial audit of our business operations upon request, and will cooperate with the Town on any and all regulatory compliance reviews and/or financial audits. Verts will cooperate with any inspection of our business as well as any recording and records required to be maintained under Town and State law pursuant to GLMC 6-5-5(g).

Verts will strictly prohibit any person having responsibility for our business from impeding, obstructing, interfering with, or otherwise not allowing the Town to conduct an inspection, review or copy records, recordings, or other documents required to be maintained by a cannabis business under Town or State law. Verts will also strictly prohibit any person from concealing, destroying, defacing, damaging, or falsifying any records, recordings, or other documents required to be maintained by a cannabis business under Town or State law.

## Product storage

Verts will store most cannabis and cannabis products in cabinetry labeled and organized by product type, branding, and expiration date, located within the Inventory Storage areas within the limited-access areas of the store.

Per our product handling procedures outlined above, a small amount of product will be stored in secured display cases for showcasing purposes only. Cannabis will never be stored outdoors nor in a manner that is visible from the store exterior, per GLMC 6-5-5(f).

### Product storage quality control

In addition to our procedures for receiving deliveries described in 13.a, Verts will utilize a first-in, first-out (FIFO) method of inventory control, which ensures that the first items placed in inventory are the first sold. The FIFO method reduces the number of products which expire prior to sale, and ensures that inventory is fresh at the time of sale.

Verts will store all product in the Inventory Storage areas, which utilize temperature controls and ventilation in accordance with GLMC 6-5-5(i). Verts' Inventory Storage areas will be equipped with a refrigerator and freezer, and all perishable products will be stored in the appropriate compartment.

Please reference the Business Plan (description of products sold) for additional information on our product handling procedures.

**Building a diverse and inclusive workforce** – Verts will implement a top-down approach to our diversity and inclusion plan to create a company culture that welcomes and respects everyone. In celebrating our differences, we foster a positive environment for all employees that,



# Verts Grand Lake LLC Operations Plan

no matter what level they are in our hierarchy, is more conducive to collaboration, creativity, and engagement.

## **Diversity and inclusion**

Often, diversity is typically and primarily associated with race. However, it is important to understand that the term refers to a broad spectrum of the human experience including age, gender, ethnicity, religion, sexual orientation, disability, education, national origin, as well as marital and socioeconomic status. Verts implements policies covering an expansive range of characteristics and experiences.

Building a diverse team does not automatically mean that everyone will also feel as though they truly belong. Inclusion requires more than simply opening the door; it speaks to an organization's ability to value such differences. Verts recognizes that inclusion means that a diverse group of individuals feel a sense of belonging because they are welcomed, accepted, and treated equally.

Verts implements diversity and inclusion initiatives at all steps of employment and operations, beginning as early as the first step in the hiring process, in order to build a diverse and inclusive team.

When drafting job positions, we will expand the scope of job requirements to include transferable skills from other industries, rather than focusing on educational degrees. Drafting inclusive requirements for our job positions requires taking a step back, thinking about the needs for each role, and reflecting on how other industries or job titles might develop similar desirable skills that would translate well for the role. Further, Verts will not use gender pronouns in job descriptions or recruiting statements to include applicants of all gender identities.

### Revised employee handbook

Verts has revised its Employee Handbook and brand standards to omit singular, first-person pronouns such as He/She, His/Hers, etc., and replace them with They/Them.

### Equity

Equity is more than merely providing all individuals with the exact same resources. Instead, in order to achieve equity, companies must focus on how they can provide resources based on the individual needs of varying demographics such as ethnicity, race, gender, disabilities, and more. Providing resources in accordance with varying needs ensures there is fairness and equality in the process, which grants everyone access to opportunities and advancement throughout the company.

### Floating holidays

To ensure that Verts truly embraces the diverse cultures of our team members, we ensure that our policies embrace our staff's various religious and cultural differences. In addition to recognizing cultural and religious holidays that are recognized as federal and

# Verts Grand Lake LLC Operations Plan

state holidays, Verts will also provide floating holidays that employees may use for their cultural and religious observances.

## Whistleblower protection

Verts ensures protection for our employees who wish to report misconduct in-house. To encourage a company culture where employees feel comfortable reporting legitimate claims of illegal or dishonest activity committed by another employee or management, Verts will safeguard that employee from any acts of retaliation. By implementing a whistleblower protection policy, Verts will provide another avenue in which to foster a rich and diverse workforce, as the policy will help to root out more subtle discriminatory conduct that may not be visible to upper management staff.

## Local recruitment plan

Verts will benefit the local economy through local hiring, with a goal of hiring 100 percent local Grand Lake or Grand County residents to staff our store. By hiring local residents, Verts will build a team that reflects the local market. Our experience has shown that local employees know the local market better than anyone and as a result, have a much stronger ability to relate to the community's diverse group of customers. A staff consisting of local residents provides powerful insight and connection to the community.

We are confident that our competitive compensation packages and inclusive culture will incentivize Grand County residents to seek employment with Verts. We understand that we must conduct community outreach and spread the word of our job openings to attract qualified applicants within the community. We will conduct strategic outreach to recruit local talent through the following efforts:

- **Partnerships with community organizations.** Verts will seek to partner with community organizations focused on workforce development and job placement that serve Grand Lake and Grand County residents, such as Work in Grand through the County's Economic Development office and the Colorado Workforce Center serving Grand County. Verts will leverage these relationships to spread the word about our open positions, and to reach community members seeking employment.
- **Website.** Verts will post about our open positions on our company website. Our posts will specify the location of our store, and provide directions for how to apply for our open positions.
- **Online job boards.** Verts will post on online job boards such as LinkedIn, Indeed and/or cannabis-specific recruiting platforms such as Vangst, and utilize these websites' location features to specify where our positions are located.

## Interview and hiring process

The Verts General Manager will interview top applicants. The interview process will consist of a standard list of interview questions and vetting procedures to ensure the applicant is qualified for a position at our store.

# Verts Grand Lake LLC Operations Plan

**Benefits packages** – Verts strives to offer competitive compensation, so our employees are happy, and able to live a comfortable lifestyle. We believe happy employees increase workplace morale, are more productive and motivated, and allow our business to run well as a whole. In addition to competitive pay, as described in staffing plan (14), Verts offers generous benefits packages to *all* employees.

## **Health benefits**

Verts provides all full-time employees with health, dental, and vision insurance. The company covers employee premiums up to 75 percent for all three types of insurance. The remaining 25 percent is automatically withdrawn from the employee's paycheck.

Employees have four health insurance options to choose from, one dental and one vision. Full-time employees are eligible for health insurance once they have worked for the company for 90 days.

## **Financial incentives**

- Verts offers and covers the entire premium for Basic life insurance coverage to all employees up to \$50,000.
- Verts offers all employees a discount on products purchased from our store, beginning at 40 percent off.
- Verts provides full-time employees with at least seven days of paid time off per year, which can be used for vacation, sick days and personal days. Managers earn 14 days of paid-time off per year.
- Verts also provides full-time employees with sick leave. Employees earn 8 hours of sick leave per quarter, which can be used only for sick days.
- Our store is open all days of the year except Thanksgiving and Christmas days. We close early on the day before Thanksgiving, Christmas Eve and New Year's Eve, and we open late on New Year's Day. Employees are allowed to use paid time off that has been accrued for any of those days. Verts intends to implement a holiday pay policy within three years.
- Verts offers employees all statutorily required benefits including overtime pay.

## **Family-friendly benefits**

- In order to accommodate the responsibilities facing our team members that are balancing family and work responsibilities, Verts offers flexible, "family friendly" shifts to employees with school-aged children. Parents often need flexibility in their schedule to attend a parent-teacher conference, school play, weekday afternoon recital or other event. Verts values family unity and encourages parent participation, and therefore will make our best effort to grant reasonable requests for time off for staff for child-related events.
- Verts offers all statutorily required parental and family leave in accordance with local, state, and federal law.

## Verts Grand Lake LLC Compliance Plan

Verts Grand Lake LLC, doing business as Verts Neighborhood Dispensary (Verts) makes compliance a core value and a focus of daily operations. State and local regulations are constantly changing, so we stay up to date and implement changes immediately. Per GLMC 6-5-5(h)(7), all Verts personnel will familiarize themselves with the Town Code to ensure full compliance with applicable provisions of the Code at all times.

**Location** – Verts’ proposed location is 525 Grand Avenue, which has been verified by the Town to meet the location requirements of GLMC 6-5-5(b) and (c). Per GLMC 6-5-5(h)(3), Verts will not operate until all permits and licenses have been approved, including State and Town business and sales tax licenses.

**Signage** – Verts intends to utilize the existing signage infrastructure in front of the building. The signage will be clean and simple and will not depict cannabis consumption. Per GLMC 6-5-5(e), the sign will not use the words "marijuana," "cannabis," or any other word or phrase commonly understood to refer to marijuana and will only use the word “dispensary” once. The sign will comply with all other requirements of the Town Sign Code and any modifications will follow the Town’s standard sign permitting process.

Additionally, Verts will post all interior and exterior compliant signage required by the Town, the State, and other government agencies: restricted access areas, limited access areas, hours of operation, state and local marijuana business licenses displayed, state and local sales tax licenses, owner and employee information, any OSHA required signage, local hospital information for emergencies, diagrams, all warning statements required by the Town and the State, whether doors are unlocked or not during business hours, among others.

Per GLMC 6-5-5(h)(9), Verts will post conspicuous signage at each point of sale, and post a sign no smaller than 8" by 11" at each customer point of egress from the licensed premises, all of which shall be printed in red, stating the following:

WARNING: FEDERAL LANDS  
MARIJUANA USE AND POSSESSION  
IS ILLEGAL ON ALL FEDERAL LANDS  
INCLUDING IN ROCKY MOUNTAIN NATIONAL PARK

**Indoor operations** – Per GLMC 6-5-5(f), all store operations except transportation will be conducted inside of the building and will not be visible from the exterior of the building. We will use opaque window coverings.

**Inspections and documentation** – Per GLMC 6-5-5(g), the store’s licensed premises and the property associated with the license, its books, records and inventory, including any places of

## Verts Grand Lake LLC Compliance Plan

storage where regulated marijuana is stored, displayed or sold, and locked and/or secured area, shall be made available to inspection by Town personnel, or commissioned police officers of the Town, during all business hours and other times of apparent activity.

Verts will strictly prohibit any person having responsibility for our business from impeding, obstructing, interfering with, or otherwise not allowing the Town to conduct an inspection, review or copy records, recordings, or other documents required to be maintained by a regulated marijuana business under Town or State law. Verts will also strictly prohibit any person from concealing, destroying, defacing, damaging or falsifying any records, recordings or other documents required to be maintained by a regulated marijuana business under Town or State law.

Per GLMC 6-5-5(h)(8), Verts shall provide copies to the Town Clerk of any licensing, operational, investigative or incident documentation submitted to the Colorado Marijuana Enforcement Division or other governmental entities.

**Hours of operation** – In accordance with GLMC 6-5-5(h)(1), Verts Grand Lake LLC (Verts) will operate only within the hours of 8am-10pm, seven days a week. We will be closed on Thanksgiving and Christmas.

**On-site consumption** – In accordance with GLMC 6-5-5(h)(2), on-site consumption of cannabis will be prohibited on the licensed premises. Any Verts employee found to be consuming cannabis on-site will be terminated immediately. All employees are required to read and sign a document upon hiring explaining these terms. If an employee purchases any cannabis while on their shift, they are required to put it immediately in their personal belongings. All personal belongings are under video surveillance.

For customers and the general public, signs are posted at the store saying on-site consumption of cannabis is illegal. We will also post a warning poster saying that Town police will be contacted if there is any suspicious or illegal behavior on or near the licensed premises.

Once a customer is finished purchasing products, they are required to leave. Customers cannot go anywhere within the store with purchased product. Customers will be notified by signage that it is illegal to consume cannabis on or near the licensed premises. If any customer is ever caught, they will be notified that the company is calling the local police. They will receive a warning from us and if it happens again they cannot shop with us any longer, and police will be called again. Video footage will be pulled if necessary.

Additionally, in accordance with GLMC 6-5-5(h)(5), no alcohol sales or consumption shall be permitted on the licensed premises.

## Verts Grand Lake LLC Compliance Plan

**Customer check-in procedures** – As noted in our Operations Plan, Verts will not allow entry to the Retail Sales Floor without first identifying an individual as 21 years of age or older with a valid ID, per state law and GLMC 6-5-5(h)(6). Verts follows a strict access control plan and the licensed premises is not shared with, nor does it permit access from, any other business.

All customers will be required to present valid identification for verification. IDs are scanned and verified via Intellicheck, a software that is downloaded onto an iPad or tablet. The employee puts the barcode up to the camera and the platform will run the ID through its database. IDs are further verified by a visual and physical scan of the ID, and a visual scan of the customer. Once the customer has been verified to be over 21 with a valid ID, the customer will then be entered into Treez, our internal point-of-sale software system that allows Verts to track the amount of cannabis sold according to state purchase limits. Only upon verification will customers be allowed into the Retail Sales Floor area of the store.

**Proper ventilation** – Per GMLC 6-5-5(i), Verts will ensure that the odor of marijuana cannot be detected by a person with a normal sense of smell at the exterior of the regulated marijuana store or at any adjoining property. Detailed protocols are spelled out in our Odor Mitigation & Ventilation Plan.

Finally, Verts has detailed procedures spelled out in our Community Engagement Plan that address noise, lighting, traffic and location management.



## Verts Grand Lake LLC Security Plan

**Surveillance** – Verts Grand Lake LLC, doing business as Verts Neighborhood Dispensary (Verts), has a comprehensive security and video surveillance system to ensure the safety of our staff, customers and community. Video surveillance cameras are installed throughout the licensed premises to record every square inch of the facility, per 1 CCR 212-3 § 3-225(C)(1), including within 20 feet of all ingress and egresses, per 1 CCR 212-3 § 3-225(C)(2), and from the interior and exterior of all said entry and exit points, per 1 CCR 212-3 § 3-225(C)(4).

All doors utilize commercial grade locks, per 1 CCR 212-3 § 3-220(B)(1).

All video surveillance equipment has battery backup for a minimum of four hours of recording in the event of a power outage, per 1 CCR 212-3 § 3-225(B)(2), and is equipped with a notification system that alerts management of any interruption or failure of the system, per 1 CCR 212-3 § 3-225(B)(4).

Per 1 CCR 212-3 § 3-225(E)(1), cameras record continuously (24 hours per day/seven days per week), in color, and have night vision. The digital video recording device (DVR) holds up to 40 days of camera footage, per 1 CCR 212-3 § 3-225(E)(2).

The DVR is stored securely in the locked Closet at our location and is accessible only to management, per 1 CCR 212-3 § 3-225(A)(2).

Please see the attached Diagram for a visual representation of the location of all security cameras.

**Access control** – As described by our customer check-in procedures in our Operations Plan, Verts will not allow entry to the Retail Sales Floor without first identifying an individual as 21 years of age or older with a valid ID. Once inside, customers will not be allowed beyond the Retail Sales Floor into any limited access areas, which include all “back of house” operational areas such as the Inventory Storage areas. Access beyond the Retail Sales Floor and entry to all limited-access areas will have electronic keyfob access controls that records the movements of employees and contractors.

Keyfobs will be collected and deactivated whenever an employee leaves the company. The General Manager is responsible for issuance and activation of all keycards and will notify all staff of any collection and/or deactivation of any keycards. Employees are advised that keycards are for their individual use only and any unauthorized use will result in immediate consequences, up to termination, depending on the severity. If there is ever an issue, camera footage will be checked to match the employee who entered the room at that time.

There are three doors within the licensed premises that lead into the limited access areas. The exterior employee entrances and exits are located on the northeast and northwest corners of the building, respectively, and remain locked at all times. Only Verts employees will have access

# Verts Grand Lake LLC

## Security Plan

through those doors. The third door leads from the Retail Sales Floor into the limited access Inventory Storage areas. Both of these rooms will act as the secured vault. This is where the majority of our inventory will be stored. Both of these rooms are limited access, accessible only to employees with keyfobs and pre-approved visitors or vendors that have been signed in.

The points of sale (POS) are located within the Retail Sales Floor area.

**Theft and diversion prevention** – Verts is diligent in its commitment to preventing diversion. In order to protect the community and to protect its business, Verts has created a comprehensive strategy for preventing diversion, covered by the many topics detailed below.

### **Reporting criminal activity**

All Verts employees are required to notify the Colorado Marijuana Enforcement Division (MED) and Town police within one business day of discovery of any unauthorized entry or theft of cannabis or cannabis products, or any plan or other action of any person to:

- Steal cannabis, cannabis products, cannabis paraphernalia, equipment, or money that is the property of the establishment.
- Sell or otherwise provide cannabis, cannabis products, or cannabis paraphernalia that is the property of the establishment to unauthorized persons.
- Purchase or otherwise obtain cannabis, cannabis products, or cannabis paraphernalia from unauthorized persons.
- Falsify inventory records or transport manifests.
- Commit any other crime relating to the operation of the establishment.

### **Employee identification**

All Verts employees are required to display their MED-issued badges whenever on the premises of the establishment or when transporting cannabis or cannabis products. When employees are terminated, all issued keys, fobs, and codes will be accounted for. If a key or fob is missing, it will be immediately deleted from the access control system. Non-managerial employees will not be permitted to take electronic access cards off premises.

### **Controlled access**

The Verts licensed premises is not shared with nor does it permit access from any other business. All sales, storage and display of cannabis occur only within the restricted area of the licensed premises and is not visible from the exterior of the store, per GLMC 6-5-5(f). As described in our customer check-in procedures in our Operations Plan, Verts will not allow entry to the Retail Sales Floor without first identifying an individual as 21 years of age or older with a valid ID. Once inside, customers will not be allowed beyond the Retail Sales Floor into any limited access areas, which include all “back of house” operational areas such as the Inventory Storage areas.

# Verts Grand Lake LLC

## Security Plan

Additionally, only badged employees or escorted visitors or vendors who are signed in via the visitors log will be allowed into the limited access areas.

### **Employee monitoring**

Employees are monitored continuously throughout the licensed premises via the store's video surveillance system. Additionally, employees and contractors are not permitted to bring personal belongings into the Retail Sales Floor. Employees have a dedicated space in the Inventory Storage area to store their bags and personal items during their shift.

### **Displays**

The Verts Retail Sales Floor has been designed to provide optimal viewing capabilities of products for customers, while limiting the opportunity for diversion.

Flower product samples are securely displayed in jars that allow customers to visually inspect the flower and smell it; however, the jars are locked and secured by a retractable steel cord within the fixed display.

Concentrates and cartridges are on display, but stored and secured within locked display cases. There is no handling of these products by consumers unless a purchase is made.

Edibles and other pre-packaged cannabis products are displayed in "dummy packaging" with no product inside or using no-THC sample products. This allows customers to visually inspect the product packaging and information, but products containing THC are not on display.

For shelving located behind the POS stations, products are only handled by Verts staff. This area is constantly monitored and occupied by an employee. Customers are never allowed in this area.

### **Training**

Verts will prevent diversion through its training program. Specifically, Verts employees will be trained to:

- Verify customer age and identification according to the Customer Check-In procedures in our Operations Plan.
- Utilize Treez (our internal POS and inventory tracking software system) to track the amount of cannabis sold and prevent purchases from going over individual limits.
- Upon first being hired, team members are required to take a Responsible Vendor class that is taught by a third-party licensed Colorado company, to ensure Verts maintains its state Responsible Vendor designation.

### **Inventory control**

Finally, stringent inventory management will be crucial to preventing the diversion of cannabis. Verts will prevent diversion first by ensuring the secure storage and sale of all cannabis products, which will be kept in a manner as to prevent diversion, theft and loss.

# Verts Grand Lake LLC Security Plan

While the establishment is closed and unoccupied, all cannabis and cannabis products are stored within the limited access Inventory Storage areas of the store. These rooms together serve as the store's secured vault, which is accessible only to employees and escorted visitors or vendors, and is accessible only to employees via electronic keycards.

Verts will utilize Treez to accurately document the present location, amounts, and descriptions of all cannabis and cannabis products in compliance with State law and rule and Verts will maintain records that identify the source of all products, including company name, location, and license number.

Verts will use Metrc (the statewide inventory tracking system) to record the inventory and movement of cannabis and cannabis products throughout the supply chain. Per 1 CCR 212-3 § 3-805(B)(1), Verts will designate its General Manager as its Inventory Tracking System Administrator. The System Administrator will authorize additional owners or employees as an Inventory Tracking System User, and will ensure each user receives Metrc training prior to access or use.

**Alarm system** – Verts will have a security alarm system that covers the entire licensed premises, including all perimeter entry points and perimeter windows, per 1 CCR 212-3 § 3-220(A)(1). We will contract with ADT for our alarm system and continuous monitoring, per 1 CCR 212-3 § 3-220(A)(2).

There are glass-break sensors throughout the licensed facility as well as motion sensors to signal to the alarm company if there has been a break-in. ADT would then contact someone within the company to see if it is an actual issue. If no one is reached, the police are notified and will investigate further. If someone within the company does answer, the employee will either check the alarm system and/or DVR system to confirm whether there has been a break-in or not. The employee will let ADT know whether the police need to be called or not.

**Outdoor lighting** – Verts utilizes a series of lights around the facility's exterior to provide safety and to support the store's security and video surveillance system. Perimeter lighting covers the entire premises and all entrances/exits, and is sufficient for observers to see and cameras to record any activity within 20 feet of all entry points, per 1 CCR 212-3 § 3-225(C)(2). The parking area in front of the licensed premises is adequately lit for security purposes, per GLMC 12-2-2(C)(4)(b).

**Waste management** – Cannabis waste could present a risk of diversion, if handled improperly. Verts has developed strict waste management procedures that are adhered to by all employees to secure cannabis products not sold (cannabis waste) and ensure that it is disposed of properly.

# Verts Grand Lake LLC Security Plan

## **Waste receptacles**

Secured waste receptacles will be placed in the Inventory Storage areas within the limited access area; public access to these areas will be strictly prohibited. Only authorized employees may access the waste receptacles. The waste receptacles will be nonabsorbent, water-tight, vector resistant, durable, easily cleaned, galvanized metal or heavy plastic containers with tight fitting lids.

Waste receptacles will be emptied into the secured, on-site dumpster outside of the store prior to weekly collection. The dumpster is locked at all times and is only able to be unlocked by authorized employees for emptying the receptacles and by the waste collection company on collection days.

## **Types of cannabis waste**

The only waste that may be deposited in the receptacles is cannabis waste and the material used to render products unrecognizable and unfit for consumption, per 1 CCR 212-3 § 3-230(D). Cannabis waste is any cannabis material that may be produced in the establishment from the stocking and inventory management of products that are delivered to the establishment from our suppliers' licensed cultivation facilities and product manufacturing facilities, such as cannabis flower or trim, cannabis seeds, cannabis products (including expired products that must be destroyed), or by-products containing cannabis that have been designated for destruction.

## **Receptacle signage**

On or near each receptacle will be a sign with thorough examples of what is and is not acceptable to place inside the receptacle. Only cannabis waste and the material used to render products unrecognizable and unfit for consumption will be placed inside the receptacle.

## **Destruction of cannabis goods**

Prior to disposing of a product as cannabis waste, employees must first render the product as unrecognizable and unfit for use by grinding and mixing the waste with at least 50 percent food waste such as coffee grounds or soil, per 1 CCR 212-3 § 3-230(E)(1). This includes, at a minimum, removing or separating the cannabis goods from any packaging or container which render it unrecognizable and unusable. Verts will keep adequate supplies of both coffee grounds and soil available for mixing. Mixing shall be based on a 1:1 mixture of coffee grounds or soil and cannabis waste.

## **Recording of waste**

Prior to the disposal of any cannabis product from within the dispensary, the appropriate employee will log the cannabis product as destroyed and electronically log the disposal of the product in Treez and Metrc, per 1 CCR 212-3 § 3-230(I). Both the physical and electronic log will include the date, time, employee information of who is destroying the product, the type, the volume, and the batch number of the waste.

# Verts Grand Lake LLC Security Plan

## **Record-keeping policy**

Verts requires waste records to be preserved according to the company's record-keeping policy and records will be maintained by the General Manager and/or Assistant Manager. All records will accurately account for, reconcile, and evidence all activity related to the generation and disposal of cannabis waste.

Cannabis waste is logged as destroyed in Treez and Metrc upon being deposited into the waste receptacles.

## **Selling of cannabis waste**

Verts strictly prohibits the sale of any cannabis waste.

## **Removal of cannabis waste**

All of Verts' non-recyclable waste, including cannabis waste, is deposited into the on-site, secured dumpster and collected on predetermined, regular waste pickup days. Cannabis waste will be removed from the Inventory Storage areas and deposited into the dumpster on pickup days, ensuring that cannabis waste is not in the dumpster for more than 24 hours. There is otherwise no outdoor storage of cannabis waste on or near the licensed premises.

Cannabis waste will be removed from the property on a weekly basis, at a minimum, and more frequently if necessary. At no time will the cannabis waste receptacles be filled beyond the capacity, preventing complete closure of the lids.

## **Video surveillance**

Verts operates with video surveillance. The waste receptacles will be located in a position where all interaction with the receptacles is visible on camera at all times.

**On-site consumption** – In accordance with GLMC 6-5-5(h)(2), on-site consumption of cannabis will be prohibited on the licensed premises. Any Verts employee found to be consuming cannabis on-site will be terminated immediately. All employees are required to read and sign a document upon hiring explaining these terms. If an employee purchases any cannabis while on their shift, they are required to put it immediately in their personal belongings. All personal belongings are under video surveillance.

For customers and the general public, signs are posted at the store saying on-site consumption of cannabis is illegal. We will also post a warning poster saying that Town police will be contacted if there is any suspicious or illegal behavior on or near the licensed premises.

Once a customer is finished purchasing products, they are required to leave. Customers cannot go anywhere within the store with purchased product. Customers will be notified by signage that it is illegal to consume cannabis on or near the licensed premises. If any customer is ever caught, they will be notified that the company is calling the local police. They will receive a



## Verts Grand Lake LLC Security Plan

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warning from us and if it happens again they cannot shop with us any longer, and police will be called again. Video footage will be pulled if necessary.

Additionally, in accordance with GLMC 6-5-5(h)(5), no alcohol sales or consumption shall be permitted on the licensed premises.

# Verts Grand Lake LLC Staffing Plan

**Positions and responsibilities** – Verts Grand Lake LLC, doing business as Verts Neighborhood Dispensary (Verts), will staff up to four full-time, year-round employees once retail sales commence and begin to scale. We expect to utilize additional, seasonal employees as needed.

## **General Manager (1)**

Responsible for every aspect of Verts retail operations. Plans, organizes, leads, and controls company resources in the accomplishment of organizational goals. Responsible for coordinating production, purchasing, sales, and compliance activities and developing team leaders while simultaneously developing their own leadership skills.

Duties and responsibilities:

- Works with the Verts team to accomplish organizational goals while ensuring that the company vision and culture is communicated throughout all levels of the organization.
- Supervises middle managers, assists them in their own professional development, and provides mentorship and support as necessary.
- Assures that Verts maintains a positive presence and reputation in our community.
- Assists social media coordinator with content, deals, and discounts.
- Responsible for managing Verts’s brand image.
- Responsible for conducting market research and delivering reports on marketing activities to ownership.
- Periodically reviews and updates company marketing plan with respect to the 5P (price, promotion, product, people and place).
- Develops company policies and procedures to enhance efficiency and effectiveness in providing a safe, friendly environment for cannabis sales while resolving problems at the appropriate level of the organization.
- Works with vendors, service providers and contractors to ensure smooth supply chain operations; ensuring that store inventory stock is maintained at the best prices possible.
- Oversees all day-to-day Verts operations on an ongoing basis.
- Completes and renews as needed any required training per the State and local authorities as well as per company.
- Serves as Verts’s community liaison, responsible for responding by phone or email within 24 hours of contact by a Town official. The liaison’s duties also include fielding all concerns, suggestions or comments raised by the Town, local law enforcement, or community members.

Job requirements:

- Well-organized and detail oriented. Must be sociable, accountable and able to project a positive image for Verts in the community.
- Must be an effective manager, able to plan, operate, lead, and control complex group activities.
- Knowledgeable in every aspect of cannabis production, processing, and sales in Colorado. Ultimately responsible for all sales operations and compliance activities.

# Verts Grand Lake LLC

## Staffing Plan

- Proficient with the State Inventory Tracking System (known as Metrc), as well as with Treez (Verts' internal inventory tracking system), and must maintain an occupational badge issued by the Colorado Marijuana Enforcement Division (MED) in good standing.
- Able to serve the public with a positive attitude and adhere to any State and local public health guidelines.

### **Assistant Manager (1)**

Responsible for the safe and smooth operation of the sales floor on a day-to-day basis. Responsible for training and policy enforcement on the sales floor. Resolves any customer-service issues that exceed the authority of a Budtender, but do not require the General Manager to adequately address.

#### Duties and responsibilities:

- Oversees the Budtenders during a daily work shift, assuring the proper application of company policies and procedures.
- Conduct training for Budtenders as necessary.
- Documents any non-routine activities that occur during their shift.
- Models Verts values and culture, working to always provide a positive customer experience.
- Support Budtenders as necessary, direct and assist daily opening and closing procedures, as well as support the rollout of new products when applicable.
- Completes and renews as needed any required training per the State and local authorities as well as per company.
- Serve as Verts's medical patient coordinator and perform those duties required by the MED.

#### Job requirements:

- Organized and courteous.
- Proficient with Google Workspace, Excel, Metrc and Treez, and must maintain an occupational badge issued by the MED in good standing.
- Responsible for communicating daily activities via email or spreadsheet.
- Familiar with Verts company policies and be able to apply them in a wide variety of interactions.
- Able to serve the public with a positive attitude and adhere to any State and local public health guidelines.

Responsible for maintaining Treez and Metrc databases, and maintaining physical inventory. Conducts daily cyclic physical inventories, applies necessary adjustments, and produces associated reports.

#### Duties and responsibilities:

- Responsibly to maintain Treez and Metrc databases for accuracy and compliance.
- Coordinating daily auditing shifts.

## Verts Grand Lake LLC Staffing Plan

- Supervises inventory team in the accomplishment of necessary tasks to support compliance efforts.
- Acts as liaison to Treez and compliance support staff.
- Conducts ongoing physical inventory, reconciles Metrc and Treez inventory databases, and produces reports detailing associated variance adjustments.
- Conducts regular staff training to assist Budtenders and inventory staff in efficiently using point-of-sale (POS) systems to accurately and efficiently manage inventory to minimize inventory loss and compliance risk.
- Completes and renews as needed any required training per the State and local authorities as well as per company.

### Job requirements:

- Well-organized and detail oriented.
- Excellent communication skills and able to manage and train new inventory team members.
- Proficient with Treez, Metrc, Excel and Google Workspace software.
- Must be friendly and sociable, and comfortable providing instruction to both large and small groups.
- Must maintain an occupational badge issued by the MED in good standing.
- Able to serve the public with a positive attitude and adhere to any State and local public health guidelines.

Responsible for assisting the General Manager in maintaining Treez and Metrc, and physical inventory accuracy. Assists in daily auditing of inventories, as well as receiving new inventory, maintaining current stock, and making accurate database entries as necessary.

### Duties and responsibilities:

- Conducts receiving and inventory restocking activities as necessary to maintain inventory of products held for sale.
- Organizes Inventory Storage areas and Retail Sales Floor to maintain organization of all products.
- Assures that all labeling is correct on all products.
- Maintains accuracy and security of backstock.
- Assists other team members and departments in achieving organizational goals.
- Participates in regular staff training in efficiently using POS systems to accurately and efficiently manage inventory to minimize inventory loss and compliance risk.
- Assists with daily opening and closing duties for the inventory team.
- Routinely reviews inventory for expired products.
- Completes and renews as needed any required training per the State and local authorities as well as per company.

### Job requirements:

- Friendly and knowledgeable about cannabis and cannabis inventory workflows.

# Verts Grand Lake LLC

## Staffing Plan

- Organized, detail oriented and able to maintain a tidy work environment. Organization is a core skill for this position.
- Proficient with Treez, Metrc, Excel and Google Workspace software.
- Must maintain an occupational badge issued by the MED in good standing.
- Able to serve the public with a positive attitude and adhere to any State and local public health guidelines.

### **Budtender (2)**

Responsible for conducting sales and first-level customer interactions while maintaining accountability for both inventory and cash. Responsible for ensuring a positive customer experience at all times.

#### Duties and responsibilities:

- Responsible for conducting sales quickly and accurately while maintaining accountability for cash and compliance at all times.
- Interacts with customers, represents Verts positively, and maintains a current knowledge of inventory to better enhance the customer experience.
- Notifies Inventory team when products are to be received and when products require restocking.
- Assists other team members and departments in achieving organizational goals.
- Participates in regular staff training in efficiently using POS systems to accurately and efficiently manage inventory to minimize inventory loss and compliance risk.
- Staffs the Check-In area, responsible for initial customer greetings, store check-in, initial identification verification, customer input and updates.
- Fulfills online orders quickly and accurately.
- Maintains accuracy and security of backstock.
- Assists with daily cleaning duties as necessary.
- Completes and renews as needed any required training per the State and local authorities as well as per company.

#### Job requirements:

- Friendly and knowledgeable about cannabis and cannabis inventory workflows.
- Proficient with Treez and Metrc, Excel and Google Workspace software.
- Must maintain an occupational badge issued by the MED in good standing.
- Proficient with Verts customer check-in procedures, including identification verification, and being personable while enforcing company policies.
- Able to serve the public with a positive attitude and adhere to any State and local public health guidelines.

Support the General Manager and Assistant Manager in all day-to-day office duties and managing company billing and bookkeeping, office supply procurement, and employee and company documentation.

# Verts Grand Lake LLC

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### Duties and responsibilities:

- Oversight of employee hours and payroll.
- Managing billing such as utilities, insurance, alarm system, etc.
- Ensuring all required licenses, certifications and contracts are up to date and renewed as needed.
- Oversight of employee documentation for workers' compensation and MED occupational badging.
- Procurement and management of all office supplies and product packaging.
- Daily bookkeeping to ensure accurate cash, accounting and payroll logs.
- Quarterly regulatory review and adoption and implementation of any Town and State regulations as they are updated/ revised.

### Job requirements:

- Friendly and knowledgeable about cannabis and cannabis inventory workflows.
- Proficient with Treez and Metrc, Excel and Google Workspace software.
- Must maintain an occupational badge issued by the MED in good standing.
- Organized, detail oriented and able to maintain a tidy work environment. Organization is a core skill for this position.

**Employee policies and procedures** – Verts focuses on compliance first and foremost. We like to consider our work as a Compliance Industry rather than the Cannabis Industry. We believe that if you are compliant, then and only then, do you get to sell cannabis. With this in mind, we implement certain policies and procedures that all team members must follow. Right off the bat, employees are required to know and learn Medical and Retail sales limits and must be able to articulate such limits in terms that are understandable to customers and be able to think on the fly what would put a Medical patient or customer over their sales limit for that day.

When an employee is first hired, we have several documents that are distributed to them where they are required to read through and acknowledge:

- Budtender Bible
- Team Member Handbook
- Robbery SOP
- Tipping Policy
- Emergency Contact Information
- Welcome Letter, explaining who we are as a company
- Worker's Compensation Provider List for the area
- Caregiver and Medical Patient Card Rules
- No Medical Advice Given
- Medical and Retail Sales Limits.

Upon first being hired, team members are required to take a Responsible Vendor class that is taught by a third-party licensed Colorado company, to ensure Verts maintains its state



## Verts Grand Lake LLC Staffing Plan

Responsible Vendor designation. The team member is also required to take two courses through Easy Llama employee training and both classes are required to be finished within their first 30 days of employment:

- Diversity and Inclusion Essentials
- Harassment Prevention

We also focus heavily on customer service as we are in the customer service industry. We attempt to remain consistent with every team member and how they greet and treat each customer. We always try to exude a positive and uplifting attitude so the customer has a great experience. We also have training for our Budtenders in regard to certain products that we carry consistently and also new products that we bring in. We typically will have the vendor come into the store before we open and run a quick training class for all the team members.

Our Budtender Bible is required to be read during the first few days of being hired. This instructional document goes through all of the things that each employee is required to know about Verts as a business, compliance, sales, the MED, the Town of Grand Lake, and many other items. A few of the things we cover are Metrc, sales, packaging and labeling, hours of operation, sales limits, how to appropriately check someone's identification, waste disposal, cannabinoids, etc. Then our Team Member Handbook goes into detail for more of the legal side of things between employer and employee, the benefits we offer, timekeeping, harassment, etc. We also go into detail about our internal policies for calling our sick, no-call no-show, theft, and things of this sort.

In addition to this, we have a training binder and log for each employee. Many of the same items within the Budtender Bible are covered and explained in more detail.

**Compensation** – Our largest operating expense is employee payroll. As referenced above in positions and responsibilities, our initial payroll expense is expected to increase as operations scale and we ramp up to our full staffing plan.

Staff are compensated at no less than \$15 per hour and all positions are compensated in accordance with retail marijuana industry standards and local cost-of-living considerations. Our General Manager's salary will begin at \$55,000 per year and our Assistant Manager will start at \$45,000. Budtenders will start at \$15 per hour.

Payroll taxes are estimated to be 9 percent of wages. We allocate \$550 per employee per month to our benefits package.

**Employee training and continuing education** – The cannabis industry is relatively new, with a rapidly evolving regulatory environment, frequent scientific discoveries, and shifting public

# Verts Grand Lake LLC

## Staffing Plan

perception. As experienced operators, Verts understands the importance of keeping our staff trained and up-to-date.

### Continuing education

In order to ensure our staff are well versed in cannabis, and that they stay abreast of industry developments, Verts offers a variety of continuing education opportunities to our employees.

In-house continuing education will cover topics such as:

- **Cannabis science and information.** As the point of contact for all customers, our staff must be extremely knowledgeable about cannabis generally, the products we carry, and industry developments. Employees must be able to fully and accurately answer customer questions, and provide more expansive cannabis information regarding the plant, the products we carry, use, and dosage information. In order to ensure our staff team is sufficiently knowledgeable and up-to-date on cannabis, Verts frequently conducts cannabis training sessions, both to refresh and expand on employee knowledge. In addition, as discussed below, Verts invites representatives from brands and vendors with whom we do business to educate our staff about these topics.
- **Regulatory requirements.** Cannabis is a highly-regulated industry, and compliance is a cornerstone of all aspects of cannabis retail operations. Verts ensures that our staff are well-informed on applicable regulatory requirements, including relevant changes in law.
- **Standard operating procedures.** Verts bases our SOPs on local and State regulations, industry best practices, and internal policies shaped by our industry experience. We ensure our SOPs are updated to reflect any changes to applicable regulations or industry developments, and train all staff on these updates to ensure total compliance.
- **Technology.** Verts integrates state-of-the-art cannabis-related technology into our operations, including but not limited to Treez, our point-of-sale system, discussed in greater detail in Business Plan sections 3.13.a and 3.13.b. As use of such systems are integral to our operations, Verts provides recurring training to all staff on cannabis-related technology, including advanced training in and any applicable changes to the systems utilized by Verts.
- **Safety and security.** Safety and security are of the utmost importance to Verts, and are prioritized in all our practices. In order to ensure our employees are well-versed on all safety and security policies and procedures, and are prepared for all possible emergency situations, Verts provides recurrent training, including informational sessions and drills.

### Vendor and brand training

As described above, Verts employees must be knowledgeable about the products carried in our store. Verts regularly invites vendors, including brand representatives, to provide training to our staff. Vendor and brand training covers topics including but not limited to:

- Vendor, brand, and product overviews.
- Vendor or brand history, mission, and values.
- Uses for particular products.
- Dosage information.

# Verts Grand Lake LLC

## Staffing Plan

- Training on active listening to customers, and how to make recommendations based on customer needs, interests, and preferences.
- Scientific discoveries, developments, and other trends in the cannabis industry.

### **Educational seminars**

Occasionally, Verts will host educational seminars, open to the public, designed to educate the community on a broad variety of cannabis-related topics. Some seminars will be led by expert guest lecturers, who will give in-depth presentations on scientific, medical, legal, or other cannabis related information in their area of expertise. Employees will be invited to attend these seminars.

### **Employee training**

Verts will provide our staff with ample employee training, beginning at hire. New employees receive a training packet electronically, and must read through and acknowledge completion of each set of material, described above in employee policies and procedures.

New staffers are then required to shadow existing staffers during business hours to learn the day-to-day operations of their role. The senior staffer also goes over each of the employee policies and procedures with the new staffer.

### **Ongoing training**

Training will not end at the new hire stage. Verts will provide ongoing training annually and in the event of any change in law, regulation or major scientific development. Verts encourages continuing education for its staff and provides access to training and career development resources.

# Verts Grand Lake LLC Community Engagement Plan

The Verts Grand Lake LLC, doing business as Verts Neighborhood Dispensary (Verts), Community Engagement Plan focuses on mitigating the effects of any foreseeable negative impacts, while emphasizing positive and enriching outcomes for the community and its residents.

In developing our Community Engagement Plan for Grand Lake, we conducted research of community initiatives and utilized our longstanding experience of operations in Colorado to consider how our plan can make the greatest impact.

**History of community and neighborhood involvement** – Verts and its ownership have a deep history of community and neighborhood involvement in the communities it serves.

The Grand Lake store will maintain an open-door policy for fielding community questions and concerns, and although we don't anticipate any complaints, we have detailed plans in place for addressing problems that may arise, as described below.

At its operation in Golden, Verts has always strived to be a good neighbor and positive influence in the community. We have spearheaded multiple community-service initiatives, including:

- A food donation drive to benefit Food Bank of the Rockies
- A cash donation drive to benefit the Foothills Animal Shelter, located just down the road from the store.
- A holiday toy drive to benefit underprivileged youth.

At Verts' Fort Collins location, operational since 2014, the company has spearheaded multiple community-service initiatives, including:

- Last Prisoner Project, a nonprofit team of cannabis industry leaders, criminal and social justice advocates, policy and education experts, and leaders in social justice and drug policy reform that are committed to freeing every last prisoner of the unjust war on drugs, starting with 40,000 people in prison for cannabis offenses.
  - Verts committed 14 percent of revenue from our highest sales day in November 2020, resulting in a donation of \$3,476 made in December 2020.
- Black Visions Collective, a black, trans, and queer-led organization that is committed to dismantling systems of oppression and violence and shifting the public narrative to create transformative, long-term change.
  - Verts committed 14 percent of revenue from Black Out Tuesday on June 2, 2020, resulting in a donation of \$2,733.
- Larimer County Food Bank
  - Donated 14 percent of revenue from April 24, 2020, totaling \$4,613 to the food bank.

# Verts Grand Lake LLC Community Engagement Plan

**Determining and staying attuned to community needs** – Verts intends to serve the community by supporting causes, events and programs that align the company’s values with community initiatives. Verts believes it can most effectively support in the areas of:

- Active, outdoor lifestyles and environmental stewardship
- Safe, clean and quiet neighborhoods
- Family- and children-friendly events
- General friendliness and neighborliness
- Building a sense of community and belonging, and encouraging volunteerism

**Proposed community engagement** – In order to effectively address the community’s values outlined above, Verts will support the Grand Lake community through volunteer services, donations and in-kind giving, and local hiring and sourcing.

### Volunteer services

- Some organizations are in dire need of volunteers and are best assisted by contributions of volunteer hours. Verts encourages employees to give of themselves through volunteer work within the community and will provide all employees with 20 hours of paid volunteer time annually to be used in support of Grand Lake- and Grand County-based charitable organizations and/or events, such as Town Cleanup Day. Employees will submit requests to volunteer to their supervisor and will be paid by Verts while volunteering for local organizations.
- Verts will be a sponsor of hiking trail maintenance and will contribute additional volunteer hours on a monthly or seasonal basis. We will work with the Colorado Trail Foundation, Town of Grand Lake and Grand County to identify trails in and around Grand Lake that need help being kept clean, clear and safe. Eventually, Verts would like to adopt a trail in Grand Lake and provide monthly maintenance to it. Verts also intends to work with the CDT Gateway Community Program to better understand how it can support the trail.
- Verts will participate in Colorado’s Adopt-A-Highway litter control program by adopting a road in Grand County. We will work to keep that stretch of grass and road clean from litter and other debris that might end up on the roadside. Pending what is available, Verts would like to keep the road strictly in the Town of Grand Lake or its immediate surrounding areas. Verts pledges to contribute additional volunteer hours on a yearly basis to keeping up on the maintenance of the highway we adopt.

### Donations

- Verts will dedicate 20 percent of gross revenue from its highest grossing sales day to CASA of Grand County, a 501(c)(3) nonprofit organization that provides volunteer advocates for abused and neglected children. Each year, Verts will designate a month in which the highest grossing day will be selected for 20 percent of that day’s proceeds to

# Verts Grand Lake LLC Community Engagement Plan

be dedicated to CASA. We will advertise the month well in advance and promote it with our customer base and in the community to ensure a robust sales month.

- Verts will leverage its history of animal shelter support and its new Grand Lake location in a former doggy daycare to continue its cash donation drive to benefit local wildlife, animals and pets. Verts has always been a pet-friendly store and we hope many customers will be excited to learn about and support Grand County Pet Pals. Additionally, we will promote Pet Pals services and volunteer opportunities in the store.

### **In-kind giving**

- Verts will run a school-supplies drive to benefit Grand County elementary and middle school students. Verts will designate one month each summer to promote school supply donations in-store and encourage customers to support local schools.
- Verts will continue its toy donation drive to benefit local children in need. From Thanksgiving through mid-December, Verts will promote toy donations in-store to encourage customers to support the toy drive efforts of a local partner. Verts will review local toy donation programs and reach out to the Grand Lake Rotary Club and other local nonprofits to determine the best fit.
- Verts will run canned food drives to benefit the hunger relief programs of the Mountain Family Center of Grand County.

### **Local hiring and sourcing**

- Verts will benefit the local economy through local hiring, with a goal of hiring 100 percent local Grand Lake or Grand County residents to staff our store. By hiring local residents, Verts will build a team that reflects the local market. Our experience has shown that local employees know the local market better than anyone and as a result, have a much stronger ability to relate to the community's diverse group of customers. A staff consisting of local residents provides powerful insight and connection to the community. Please reference the local recruitment plan in our Operations Plan.
- In addition to our charitable initiatives and local hiring, Verts will benefit the Grand Lake community through local sourcing. Whenever possible, Verts will utilize local contractors and suppliers for services, improvements and maintenance in our operations. By sourcing services and supplies locally, we benefit the local economy and fellow Grand Lake and Grand County businesses.

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# Verts Grand Lake LLC Community Engagement Plan

While much of Verts' community engagement is centered around making a positive impact in the community through neighborhood involvement, volunteering and donations, we also have a keen sense of community engagement within the day-to-day operations of our business. At Verts we have taken great care to develop, implement and refine standard operating procedures for addressing community concerns should they arise in the future.

**Complaint management** – Verts is proactive in its approach to reduce the number of potential complaints that may come into the business. Measures are included in the store's standard operating procedures to address community concerns and complaints.

At its existing locations, Verts has always maintained an open-door policy for fielding community complaints. Although none have ever arisen in the past, Verts anticipates that, despite its efforts, some neighboring residents, businesses and organizations may still have concerns about its presence as a Retail marijuana store in Grand Lake. For instance, some may be worried about children being exposed to cannabis. Fortunately, Verts implements safeguards both in its operating procedures and facility design to protect underage persons from undue influence or exposure. Verts employs strict identification verification protocols and does not advertise or display any products with movie characters, children, cartoons, or other images that are appealing to children. All cannabis sold is sealed in child-resistant, opaque packaging. Should community concerns about underage use arise, Verts is prepared to work with the Town of Grand Lake on a detailed youth education and underaged use prevention plan to further deter underaged persons from engaging in cannabis related activities.

Additionally, neighboring businesses may also express concern about crime. Should concerns come to our attention, Verts will go above and beyond the requisite security protocols to prevent crime. A main component of this protocol involves developing strong relationships with neighbors who then help Verts understand the community needs and identify potential concerns. Historically, Verts has been a good neighbor and cannabis businesses in general tend to increase the overall sense of security and safety in their surrounding neighborhoods because of partnerships forged with local law enforcement and the installation of state-of-the-art security systems and proper lighting.

Moreover, by getting to know the clientele and developing real-time relationships with people, Verts will continue to create a sense of community pride and an environment where people look out for one another.

### **Community liaison**

Verts will at all times have a designated community liaison to serve as the direct point of contact for public questions and concerns, whether they come from Grand Lake residents, visitors, Town staff, law enforcement or other interested parties.

The community liaison will be an owner or manager responsible for responding by phone or email within 24 hours of contact by a Town official. The liaison's duties also include fielding all



# Verts Grand Lake LLC

## Community Engagement Plan

concerns, suggestions or comments raised by the Town, local law enforcement, or community members. Verts' designated point of contact for public questions and concerns will be the company's CEO, Ashley Close (614-296-7531 / closeashley1@gmail.com).

### Complaint response

1. If Verts receives an oral or written complaint, the person receiving the complaint will immediately forward it to the community liaison to be expediently addressed. If the complaint is filed in- person or live (including through telecommunications), the community liaison will interview the individual filing the complaint to get as much detail as possible.
2. The community liaison will evaluate the complaint and form a resolution strategy. Then, they will determine whether the complaint needs to be escalated to a higher level because it is impacting public health and safety, involves an alleged crime, or is a violation of Grand Lake's cannabis or general zoning regulations and rules. These higher-severity complaints will immediately be communicated to the Grand County Sheriff's Department.
3. If the complaint relates to something Verts is able to address and resolve, our management team will develop a resolution strategy to address the complaint. After a resolution strategy has been developed, the community liaison will reach out to any individuals that have submitted the complaint to discuss the issue, confirm the details received in the complaint form or by other correspondence, communicate Verts' plan of action to rectify the situation and alleviate any additional concerns the complaining party might have. If necessary, the community liaison will also reach out to the sheriff's department, Town Manager's office, or any other regulatory officials to communicate the complaint and the resolution and facilitate transparency between the business and the Town.
4. An internal Corrective Action Preventive Action (CAPA) investigation will be carried out to determine how the deviation from SOPs may have resulted in a complaint, what measures need to be taken to address the root cause of the complaint, and to evaluate how SOPs or other protocols may need to be altered to prevent a complaint of such nature from arising in the future. The CAPA investigation will allow Verts staff to pinpoint the source of the complaint exactly while facilitating a stronger operational framework through internal analysis, working to prevent this type of situation from occurring moving forward. The community liaison will lead the CAPA investigation and will solicit input from any other relevant owners, managers, directors or employees.
5. Going forward, the community liaison will monitor all areas of operation that have been altered as a result of the CAPA investigation. The community liaison will reach back out to the individual(s) who filed the complaint one week from the date of solution implementation to ensure that they are satisfied with Verts' response.

# Verts Grand Lake LLC Community Engagement Plan

We feel confident that this five-step system will effectively address any complaints our business might receive. However, Verts has considered specific, proactive mitigation efforts and response plans related to odor, noise, light and traffic:

**Odor control** – Verts has comprehensive odor control protocols that can be referenced in our Odor Mitigation & Ventilation Plan.

**Noise control** – Verts will implement a strict noise control plan to reduce the likelihood of noise resulting from the operation of its medical cannabis dispensary. In the unlikely event that neighboring businesses or residents hear excessive noise associated with the dispensary, Verts will immediately discuss the complaint with the community member, identify the source of the noise, rectify the sound, and update the noise control plan accordingly.

Verts’ goal is to provide customers with a cannabis shopping experience that is stress free and personal in nature. A noisy environment does not foster a stress-free atmosphere, nor give rise for a personal shopping experience. We take the following steps to prevent potential noise issues onsite before they arise:

- Staff monitor both the interior and exterior of the property. Should excessive noise be identified, staff will immediately discuss the complaint with the community member, identify the source of the noise, and remedy the situation.
- Loitering is never permitted.
- Inside the store, the customer-to-staff ratio is managed to ensure all customers are assisted quickly and with care, reducing their need to spend excessive amounts of time inside.
- If the sales floor becomes too crowded, all remaining consumers are asked to wait outside, and staff will monitor a small line on the outside of the building, when permitted by the Town. Noise levels on the exterior of the building are constantly monitored by staff and should they unexpectedly rise to the level of nuisance, customers will be asked to wait inside their vehicles or return at a different time of the day.

**Lighting** – Verts’ interior, by design, includes ample overhead lighting. A well-lit sales floor removes the stigma of cannabis stores seeming dark and dour, and instead leaves customers feeling secure. Exterior lighting will match that of the neighboring businesses and comply with Town ordinances. To maintain proper security, exterior lighting will be installed near the location of all surveillance cameras, entrances and exits. Verts does not foresee complaints related to the tasteful lighting selected for this location due to the primarily commercial nature of the area and because no lighting will be installed without the approval of the Town. On the off chance that a complaint does arise, Verts will work with the Town to immediately rectify the situation and develop alternative lighting plans acceptable to all.

## Verts Grand Lake LLC Community Engagement Plan

**Vehicle/pedestrian traffic** – Verts is located on Grand Avenue in central Grand Lake, in a commercial district where residents and visitors frequently access the Town’s amenities and services. Verts does not foresee a traffic issue caused by its customers and staff, as Grand Avenue is full of other commercial uses and supports regular traffic flows in both directions. Additionally, the building in which Verts is located has an off-street parking directly in front of the licensed premises.

The building in which Verts is located is most-often accessed by car and can be accessed by cyclists and pedestrians. There is ample room and good visibility along Grand Avenue in front of the store so that pedestrians accessing the store from the surrounding businesses or neighborhood will feel safe doing so.

Verts does not foresee complaints related to vehicle and pedestrian traffic due to the accommodating, commercial nature of the area described above. On the off chance that a complaint does arise, Verts will work with the Town to immediately rectify the situation and develop alternative traffic plans acceptable to all.

**Location management** – In addition to the measures described above, Verts strives to proactively reduce the possibility of nuisance and has procedures in place for mitigating any impacts to the neighborhood. The process includes heightened security, building relationships with local law enforcement and 24-hour contact with management. Specifically, Verts will enforce the following policies:

- On-site monitoring – Verts provides in-person surveillance of the dispensary. During operational hours, the CEO, Manager on duty and staff members monitor the inside and the exterior of the facility, keeping the property free and clear of nuisance.
- Video surveillance – A state-of-art surveillance system monitors the interior and exterior of premises. The surveillance footage is reviewed by the CEO or Manager on duty to identify any nuisance that may be in progress. Immediately upon becoming aware of any nuisance, management and staff will rectify the situation. Law enforcement will be immediately contacted if necessary.
- Community liaison -- Verts assigns a community liaison, whose contact information is readily available. Should a complaint arise due to nuisance, the community liaison will immediately reach out to the staff, and law enforcement if necessary, to address the situation.
- Public postings – Verts will ensure all displayed permits and certificates are properly located in a conspicuous location, in compliance with GLMC 6-5-12, and are readily visible to all customers and store personnel.
- Prohibition of loitering – At no times will management or staff allow individuals to loiter near on the property.

Securing the safety of its patrons and community is a high priority for Verts. As such, if the Town or community members have additional suggestions for meaningful changes, Verts remains open to hearing and incorporating viable suggestions.

# Verts Grand Lake LLC Odor Mitigation & Ventilation Plan

**Odor control** – Verts Grand Lake LLC, doing business as Verts Neighborhood Dispensary (Verts), has designed an odor control plan to prevent any odor at our Grand Lake store through building design, use of air circulation equipment, and implementation of policies to prevent odor from outside of the unit. As part of our store buildout, Verts will install a sufficient odor absorbing ventilation and exhaust system so that any odor generated inside the store that is distinctive to its operation is not detected outside of the facility.

Per GMLC 6-5-5(i), Verts will ensure that the odor of marijuana cannot be detected by a person with a normal sense of smell at the exterior of the regulated marijuana store or at any adjoining property. Verts will incorporate the following odor control devices to ensure odors from cannabis are not detected:

**Air filtration and scrubbing**

Verts will install an exhaust air filtration system with odor control that prevents internal odors from being emitted externally at our Grand Lake facility. We will install a combination of high efficiency particulate air (HEPA)-carbon filter air scrubbing units and high-CFM (cubic feet per minute) inline exhaust fans that will be used to pull air through the carbon filters. HEPA-Carbon filters work through a method called adsorption, meaning when air passes through the filter, odor-causing particles stick to the inside of the activated carbon, without the carbon itself increasing in size.

All exhausted air which potentially contains cannabis odor must flow through the HEPA-Carbon filter, filtering out odor in this process. The HEPA-Carbon filter air scrubbing units are quiet, and will not cause a noise-related nuisance to staff or customers in our store.

Along with the filtration, Verts will utilize free-standing air scrubbers to filter out odors and pathogens that may pose a public health risk or be bothersome. This method is highly effective and can be used in combination with other technologies.

Additionally, no cannabis consumption will be allowed on or near the licensed premises. In the unlikely event that neighboring businesses find offensive odors associated with the dispensary, Verts will immediately discuss the complaint with the community member, identify the source of the odor, rectify the emission, and update the odor control plan accordingly.

## Verts Grand Lake LLC Personnel Experience

Verts Grand Lake LLC, doing business as Verts Neighborhood Dispensary (Verts), was built to thrive in an emerging and fiercely competitive retail cannabis landscape, under a strict regulatory microscope, while focusing on providing a positive company culture. Verts developed its executive team by incorporating five professionals with extensive business and cannabis industry experience. Verts' leadership has deep experience in operating licensed cannabis establishments including retail, adhering to regulatory guidelines, and overseeing and managing employees while maintaining a positive company culture.

Notably, Verts CEO and co-owner Ashley Close was the first female cannabis owner and executive in Golden, and has helped blaze trails for other Colorado women looking for leadership roles in the cannabis industry.

Verts looks forward to expanding operations in the Town of Grand Lake, and we possess the necessary expertise and skills to do so efficiently and effectively. Each team member's qualifications and experience are provided in detail below:

### **Ashley Close – Colorado CEO, co-owner and board member**

Ashley has managed Verts' cannabis operations in Colorado since 2013, first in Fort Collins and then assuming leadership of the Golden location in 2016. She recently worked closely with local officials to achieve approval for retail marijuana sales to be licensed in the City of Golden after years of medical-only sales.

Overseeing all of Verts' day-to-day operations, Ashley is responsible for the company's:

- Personnel, including staffing, hiring, termination, disciplinary actions, training, compensation and benefits.
- Finances, including banking, accounting, budgeting, taxes, cash management, reconciliation, contracts and leases, and acquisitions.
- Inventory, including ordering, receiving, Metrc, transfers and audits.
- State and local regulatory compliance, including training and standard operating procedures, implementation of new and updated rules, inspections and audits, and labeling.

She also oversees all of the company's state and local license applications and renewals, artwork and advertising, vendor relations, store design and operational flows, security features and customer service.

As the CEO and co-founder of Verts Neighborhood Dispensary in Fort Collins since 2013, Ashley has led the co-located medical and retail marijuana sales operations of one of northern Colorado's most successful dispensaries. With her business partner Joe Feucht, Ashley purchased a pre-existing license that had never been open for sales. They completely redesigned the store, added a retail license and now maintain annual revenues of \$5-7 million.

## Verts Grand Lake LLC Personnel Experience

On the cultivation side, Ashley and Joe have built out three different facilities, producing some of the industry's best flower at an affordable price. They have worked to develop state-of-the-art grow operations and to evolve with current requirements and regulations.

Consistently trying to keep up with this ever-changing industry, Ashley has remained adaptable and flexible. She focuses on compliance and team-member retention, with the goal of making her dispensaries among the best workplaces in the Colorado cannabis industry.

On the advocacy side, Ashley has worked with Dan Rowland to bring retail sales to Golden, and to lobby the City of Fort Collins to bring its cannabis regulations up-to-date with statewide industry standards. She has built a coalition of dispensaries to work together on common issues and has helped out with local and state campaigns on important election issues that affect the industry. Ashley is the Verts representative to the Marijuana Industry Group, which focuses on compliance, campaigns and regulatory issues, and keeping the industry current and evolving. She consistently volunteers her time and donates money and resources to support the cannabis industry within the state of Colorado.

Ashley is a graduate of the Ohio State University. She lives in Denver with her husband and their son.

### **Alexander Close – National CEO, co-owner and board member**

Alex is the chief executive officer of Verts Neighborhood Dispensaries, the national chain of cannabis stores located in Colorado, Michigan and Missouri. He is also the chief investment officer of Sugar Factory Cannabis Company, which is a cannabis cultivation facility located in Owosso, Mich., and president of Midwest Wellness, a CBD store located in Columbus, Ohio. Lastly, he is the managing member of Precision Cannabis, a new dispensary in Chicago.

Alex began his career in cannabis in 2014 in Colorado and has since expanded the company to seven locations. He is a graduate of Ohio University in 2010 where he studied finance. Alex loves to travel, paint and draw, along with other outdoor activities in his free time. Alex is from Columbus, where he lives today.

### **Daniel Rowland – Advisor, co-owner and board member**

Dan is a global cannabis policy and regulatory expert. He helps companies and governments understand the complexities, impacts and market opportunities associated with the legalization of cannabis and emerging markets. He has served as an advisor to the Verts businesses since 2020 and spearheaded the movement to transition Golden from medical-only to adult-use.

Dan's experience in the legal cannabis industry covers a wide range of projects, ensuring good compliance and the successful implementation of newly legal cannabis businesses and their marketplaces. In addition to his work with Verts, Dan provides market and regulatory analysis for

## Verts Grand Lake LLC Personnel Experience

a multinational supplier of cannabinoid ingredients and cannabis production technologies. He also supports local government relations and licensing efforts for several U.S.-based operators, helped launch a Canadian operator of more than 30 retail stores, launched a U.K.-based CBD drinks brand, and advises multinational brands on regulatory compliance, new product development and expansion into emerging markets.

Prior to launching his consulting practice, Dan spent five years with the City and County of Denver, leading implementation efforts for the first major city in the world to develop a fully legal, commercial cannabis industry. He was Director of Public Affairs for Denver's Office of Marijuana Policy and Department of Excise & Licenses and the spokesman and public liaison for the City's business licensing efforts and first-in-the-world implementation of legalized marijuana regulations. In this role, he frequently consulted on the implementation of legalized cannabis for governments, companies and other stakeholders around the world.

Dan has a Master of Public Administration from the University of Colorado and a Bachelor of Journalism from Arizona State University. He lives in Lakewood, Colo., with his wife and their two sons.

### **Richard Kennedy, shareholder**

Richard has been involved in Colorado dispensaries since 2011 and has been a Metrc administrator since March 2015. At Natural Alternatives in Fort Collins, he led the transition from medical sales into adult use sales and managed the store through the Covid pandemic. He started at Verts in Fort Collins in April 2022 and is currently the Director of Operations there.

Richard also has consulted with and operated a compliance business whose clients have included some of the largest grows and operations in Colorado. Since arriving at Verts, Richard has assisted the teams' medical-to-adult-use transition in Golden and Missouri, and with startup operations in Michigan. In Fort Collins he is helping with Verts' buildout of a new storefront space to modernize the operation and compete with the larger corporate and publicly traded companies that are consolidating the market.

Richard has been a resident of Fort Collins for 20 years and is a graduate of Front Range Community College. He also has a bachelor of hospitality management with a minor in business management from Colorado State University. He loves to ski and explore.

### **Nicholas Higbee, shareholder**

Nicc is the Chief Marketing Officer of Verts Neighborhood Dispensaries and Vice President of Operations for Verts Missouri. He has worked with Verts and the Close family since 2021, and led the company's effort to commence and operate four medical marijuana dispensaries across Missouri.



## Verts Grand Lake LLC Personnel Experience

Upon the legalization of adult-use cannabis, Nicc converted all four licenses to comprehensive (adult-use and medical) operations and oversaw the launch of the company's adult-use sales in February. He also assisted with Verts' launch in the Michigan market, helping with operational start-up on the group's first dispensary in Traverse City.

Nicc's hospitable approach to retail in the cannabis space stems from his more than a decade of experience in bar and nightclub management, where he always had a strong passion for team building and serving others. While the business was fun and fulfilling, the hours were not conducive to raising kids, so Nicc channeled his passion for his community into civil servant work for the City of Kansas City, Kan. His leadership skills blossomed there and he quickly became a project manager. As rewarding as the work was, he was drawn to Verts by the people and the opportunity to build teams and create experiences.

Nicc has an associate's degree in fire science. He lives in Kansas City with his wife and two daughters.

### **Joseph Feucht, shareholder**

Joe is a Colorado cannabis industry veteran with deep experience in the development and management of cultivation and retail facilities. Joe co-founded Verts with Ashley Close and has been an integral member of the team.

Joe is also the owner and co-founder of Verts Neighborhood Dispensary in Fort Collins, where he has overseen all aspects of the development and operations of the company's cultivation facility. Joe has owned and operated Verts since 2013 and was instrumental in building the vertically integrated company.

Leading the Verts cultivation facility, Joe oversaw the buildout and staffing of the facility, and is responsible for all daily operations, including growing, cloning, vegging, flowering, up-potting, transferring and packaging. He is also involved in daily management of the company's finances, licenses, business acquisition strategy and advocacy efforts.

Joe is a graduate of the University of South Carolina. He lives in Larimer County with his wife and their two daughters.



**COLORADO**  
**Department of Revenue**  
Marijuana Enforcement Division

1697 Cole Blvd., Suite 200  
Lakewood, CO 80401

November 8, 2023

Alexander Michael Close  
354 Westview Avenue  
Columbus, OH 43214

License Type: Owner- Individual  
License # M157720

Dear Alexander Michael Close,

The purpose of this correspondence is to inform you that on November 8, 2023 you were found suitable as an Owner-Individual to be a Controlling Beneficial Owner in any business licensed by the Marijuana Enforcement Division (MED). You are now eligible to apply for an ownership interest or a position of control in a Colorado marijuana establishment.

To join the ownership of an existing Colorado Regulated Marijuana Business, the owner(s) of the existing establishment/business are required to submit this letter of suitability, a Regulated Marijuana Business License Change of Controlling Beneficial Owner application, supporting documents and applicable fees to the MED for approval. If you wish to open and operate a new Colorado Regulated Marijuana Business, you must submit a complete Regulated Marijuana Business License application, accompanied with all applicable fees and all supporting documents, along with this letter of suitability. To assume a position as an Executive officer or Member of a Board of Directors that control a Regulated Marijuana Business, the business must submit a Changes Exempt from a Change of Owner Application Disclosure accompanied with all applicable fees and supporting documents.

Pursuant to Rule 2-235 - Suitability (H), this Finding of Suitability is valid for one year. If more than 365 days passes from the issuance of this Finding of Suitability and you have not applied to become a Controlling Beneficial Owner (including as an Executive Officer or Board of Director member) of a Regulated Marijuana Business pursuant to (1) an initial business license application or (2) a change of owner application, this initial Finding of Suitability will automatically expire without notification.

Sincerely,

Dominique Mendiola  
Senior Director



October 5, 2022

Ashley Louise Close  
1898 South Jasmine Street  
Denver, CO 80224

License Type: Owner- Individual  
License # M144191  
**Expiration Date: 04/05/2024**

Dear Ashley Louise Close,

The purpose of this correspondence is to inform you that on Wednesday, October 5, 2022, your requested Owner-Individual application was approved by the Marijuana Enforcement Division (MED).

Please take note of the expiration date of your license, which is listed above. All Owner-Individual licenses will need to be renewed yearly, prior to the expiration date.

Remember, pursuant to Rule 3-205, you “are required to hold and properly display a current Identification Badge issued by the Division at all times. Proper display of the Identification Badge shall consist of wearing the badge in a plainly visible manner, at or above the waist, and with the photo of the Licensee visible.” You must adhere to this requirement when inside the facility in which you hold ownership, regardless of whether or not it contains a photo.

If your badge does not have a photo, it is because the MED did not have a photo to use in the creation of your physical Owner’s badge. If your badge does not contain a photo, you must also possess a valid, government issued identification on your person.

Sincerely,

Dominique Mendiola  
Senior Director



**COLORADO**  
**Department of Revenue**  
Marijuana Enforcement Division  
1697 Cole Blvd., Suite 200  
Lakewood, CO 80401

## OWNER LICENSE OE-000445

October 5, 2022

CORDILLERA ADVISORY MANAGEMENT INC

Mailing Address: 3915 West 25th Avenue  
Denver, CO 80212  
Email Address: drowland.am@gmail.com

Dear CORDILLERA ADVISORY MANAGEMENT INC

You are receiving this letter as part of the Division's Implementation of statutory requirements effective November 1, 2019, pursuant to House Bill 19-1090.

CORDILLERA ADVISORY MANAGEMENT INC  
License Number: OE-000445  
Expiration Date: 04/05/2024

This license is subject to annual renewal. Please keep this letter for your records.

Sincerely,

Dominique Mendiola  
Senior Director



October 5, 2022

Daniel Wood Rowland  
3915 West 25th Avenue  
Denver, CO 80212

License Type: Owner- Individual  
License # M144029  
**Expiration Date: 04/05/2024**

Dear Daniel Wood Rowland,

The purpose of this correspondence is to inform you that on Wednesday, October 5, 2022, your requested Owner-Individual application was approved by the Marijuana Enforcement Division (MED).

Please take note of the expiration date of your license, which is listed above. All Owner-Individual licenses will need to be renewed yearly, prior to the expiration date.

Remember, pursuant to Rule 3-205, you “are required to hold and properly display a current Identification Badge issued by the Division at all times. Proper display of the Identification Badge shall consist of wearing the badge in a plainly visible manner, at or above the waist, and with the photo of the Licensee visible.” You must adhere to this requirement when inside the facility in which you hold ownership, regardless of whether or not it contains a photo.

If your badge does not have a photo, it is because the MED did not have a photo to use in the creation of your physical Owner’s badge. If your badge does not contain a photo, you must also possess a valid, government issued identification on your person.

Sincerely,

Dominique Mendiola  
Senior Director

**Kim White**

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**From:** Jim Kreutzer [REDACTED] >  
**Sent:** Sunday, March 31, 2024 10:47 AM  
**To:** Kim White; John Crone  
**Subject:** Verts Grand Lake LLC Public Hearing Request

Caution! This message was sent from outside your organization.

Kim and John,

We are the adjacent property owners to the West of the proposed "Pot Shop" that may be located at 525 Grand Avenue. We are hereby requesting a public hearing to be scheduled prior to discussion by the "Planning Commission" to hear the items listed below, as well as others that may arise;

1. Community Engagement Plan
2. Noise
3. Parking on site and/or on street
4. Instalation of asphalt on Town ROW
5. Boardwalk instalation
6. Buffering (Landscape Plan)
7. Drainage
8. Exterior Odor Control
9. Exterior Lighting
10. Signage and Location of signage
11. Neighborhood Compatibility
12. Snow Storage
13. Intentions of residential use

We look forward to the scheduled public meeting for our comments.

Also, there has been no effort to contact us, as the applicant suggested as a "Good Neighbor" that they will be, over any concerns that we may have, as they outlined in their submitted packet.

Please let me know when the meeting will take place.

Thank You,  
Jim Kreutzer  
Grand Sunset LLC  
P. Box 11  
Grand Lake, Colorado 80447



**TOWN OF GRAND LAKE  
BOARD OF TRUSTEES  
RESOLUTION NO. 27– 2024**

**A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A MARIJUANA BUSINESS  
LOCATED AT BLOCK 26, LOT 15, TOWN OF GRAND LAKE; MORE COMMONLY REFERRED TO  
AS 525 GRAND AVENUE**

**WHEREAS**, the Town of Grand Lake (the “Town”) received an application for a conditional use permit to operate a marijuana business (the “Application”) at 525 Grand Avenue (the “Property”); and

**WHEREAS**, staff reviewed the application and found it to be complete and to comply with the requirements of Section 12-2-31(B); and

**WHEREAS**, the Town of Grand Lake Municipal Code (the “Municipal Code”), Section 6-5-10(E)(3) Regulations Issuance or Denial of [Marijuana] License states “[T]he Board shall not issue the [Marijuana] License until...*the Board has voted to approve the Applicant's Conditional Use Permit*”; and

**WHEREAS**, Municipal Code 12-2-31(B)(3)(a)(2)(i): Conditional Use Permits, allows the Planning Commission the option of scheduling a Public Hearing on a Conditional Use Permit Application prior to formulating a recommendation to the Board; and

**WHEREAS**, the Planning Commission properly noticed and conducted a public hearing on the Application on April 17, 2024; and

**WHEREAS**, the Planning Commission motioned to continue the hearing until May 1<sup>st</sup>, 2024; and

**WHEREAS**, Municipal Code 12-2-31(B): Conditional Use Permits states: *The Planning Commission shall take the following factors into consideration prior to making recommendation to the Town Board of Trustees:*

- 1. Relationship of the proposed Conditional Use to the economic development objectives of the Town and the anticipated impact of the Conditional Use on existing businesses and neighborhood residences.*
- 2. Effect upon the character of the area in which the proposed Conditional Use is to be located, including the scale and bulk of the proposed Conditional Use in relation to surrounding uses and neighborhood.*
- 3. Such other factors and criteria as the Commission deems applicable to the proposed Conditional Use including but not limited to: hours of operation; signage; specific businesses, land owners or other interested parties to be notified; or proposed conditions of CUP issuance.*

**WHEREAS**, the Municipal Code Section 6-5-5(B)(3)(a)(3)limits the location of marijuana businesses to “*property within the Commercial Zoning District or a planned development district; but shall not be permitted on any parcel east of Broadway Street. Regulated Marijuana Stores shall not be permitted to operate as "home occupations."*”; and

**WHEREAS**, the Property is located within the Commercial Zoning District west of Broadway Street; and

**WHEREAS**, the Municipal Code Section 6-5-5(C)(1)prohibits the location of the marijuana businesses within three hundred (300) feet of: Any established and conspicuously identified elementary or secondary school; Existing licensed child care facility; or Any existing Regulated Marijuana Store; and

**WHEREAS**, the Property is not located within 300 feet of any established and conspicuously identified



elementary or secondary school; Existing licensed child care facility; or Any existing Regulated Marijuana Store; and

**WHEREAS**, on May 1, 2024 the Planning Commission voted, 2 for and 2 against, on a motion to recommended to the Board of Trustees, approval of the Application with conditions to install a boardwalk, greenway, and improved parking area in front of the business within three months of the neighboring property completing the same.

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

**THAT**, the Board of Trustees has reviewed the recommendations of the Planning Commission and the Application for a marijuana business located at Block 26, Lot 15, Town of Grand Lake during a properly noticed public hearing; and

**THAT**, the Applicant has operated a successful business in the State similar to the proposed use; and

**THAT**, the Applicant has fulfilled the necessary requirements set forth in the Municipal Code for the approval of the issuance of a Conditional Use Permit; and

**THAT**, after taking into consideration the applicable factors in Municipal Code Section 12-2-31(B)(3)(a)(3), the Board of Trustees hereby approves the Conditional Use Permit application subject to the following conditions:

- 1. The applicant shall comply with the requirements of Municipal Code Chapter 6: Article 5 for Regulated Marijuana businesses;
- 2. The applicant shall install a Boardwalk, greenspace, and improved parking surface adjacent to the frontage of the property, the work for which shall be completed within 3 months of an adjoining property completing the same work.
- 3. All permits and approvals necessary to comply with the Municipal Code and applicable state laws shall be obtained by the applicant prior to commencing commercial operations, and shall be maintained in good status at all times.

**INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE AND SIGNED THIS 13th OF MAY, 2024.**

( S E A L )

Votes Approving:  
Votes Opposed:  
Absent:  
Abstained:

**ATTEST:**

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

\_\_\_\_\_  
Alayna Carrell, Town Clerk

By: \_\_\_\_\_  
Steve Kudron, Mayor



Date: May 13<sup>th</sup>, 2024

To: Mayor Kudron and the Trustees

From: Kim White, Community Development Director

RE: Request to Permit the Town Staff to Pursue the [Active Transportation Infrastructure Investment Program \(ATIIP\)](#).

**Purpose:**

To permit Town Staff to pursue an application to request funding for planning, design, and construction of a safer connection from Adams Falls, and the Continental Divide Trail to the entrance of Town and the post office along West Portal Road.

**Background:**

West Portal Road is paved at about 22' wide, with about 120' right of way. The shoulder is relatively non-existent, but there are frequently walkers on this road. Portal Road could be realigned to allow for safe pedestrian travel on one shoulder, but requires a design, engineered construction documents and plans. The current roadway has shoulders that jump from one side to the other, making it unsafe for the hikers, walkers and bikers that travel this route.

**Staff Comments:**

The FHWA will award planning and design grants for applicants to develop plans of at least \$100,000, and construction costs of a minimum of \$15m. The grant eligible transportation networks are recreation areas, businesses, workplaces and community areas. If we are awarded this, we could make a connection from the East Inlet Trailhead of Rocky Mountain National Park, northwest along Portal, picking up hikers from the Tonahutu Trailhead and the Continental Divide trail, taking them safely west towards the post office to pick up trail packages, and onward to the Thomasson Trail and the campground.

**Suggested Action:**

1. I move to direct staff to prepare a letter of support for the Active Transportation Infrastructure Investment Program (ATIIP) to be signed by the Mayor.
2. I move to deny the request



Red line illustrating the connection of proposed roadway from the East Inlet trailhead to the Thomasson trail.



Top view of a section of road showing the shoulder on the north side of the road.



Top view of a section of road with the should on the south side of the road



## Grand Lake Board of Trustees

### Consideration of RFP for Construction Services on Lucy Lane

Date: May 13<sup>th</sup>, 2024

To: Mayor Kudron and Trustees  
 From: Kimberly White, Community Development Director

Re: Consideration of RFP for Construction Services on Lucy Lane

#### **Background**

The Lucy Love Minor Subdivision annexation agreement (attached) requires the Town and the developer to work together to build a road through the center of the 9 acres. Town Staff created a “Request for Proposal” for hiring an Engineer to create plans for construction of a road on the Lucy Love minor Subdivision. The bid was open to the public for the requisite fourteen (14) days from July 28<sup>th</sup>, 2023 to until 2pm, August 11<sup>th</sup>, 2023. The Town received three (3) submissions for the Project (Exhibits B, C, D). The Board motioned to direct staff to enter into a contract with Jesik Engineering for the creation construction documents at the August 14<sup>th</sup>, 2023 meeting. The documents have been created (attached) and the next step is for Staff to create an RFP for construction services.

#### **Discussion**

Staff will post the RFP on bidnet for the required 14 days to gather applicants for construction services. After the bidding is closed, staff will present the applications to the Board to make a choice. The chosen contractor would generate proposed costs for multiple phases as listed in the attached bid schedule. The Town, in its discretion, may award the Contract to the responsible and responsive proposer submitting the proposal which is deemed to be the most advantageous to the Town, price and other factors being considered. The Town reserves the right to reject the Bid of any Offeror who does not pass any evaluation to the Owner’s satisfaction.

#### **Recommended Motions:**

The Trustees have the following options:

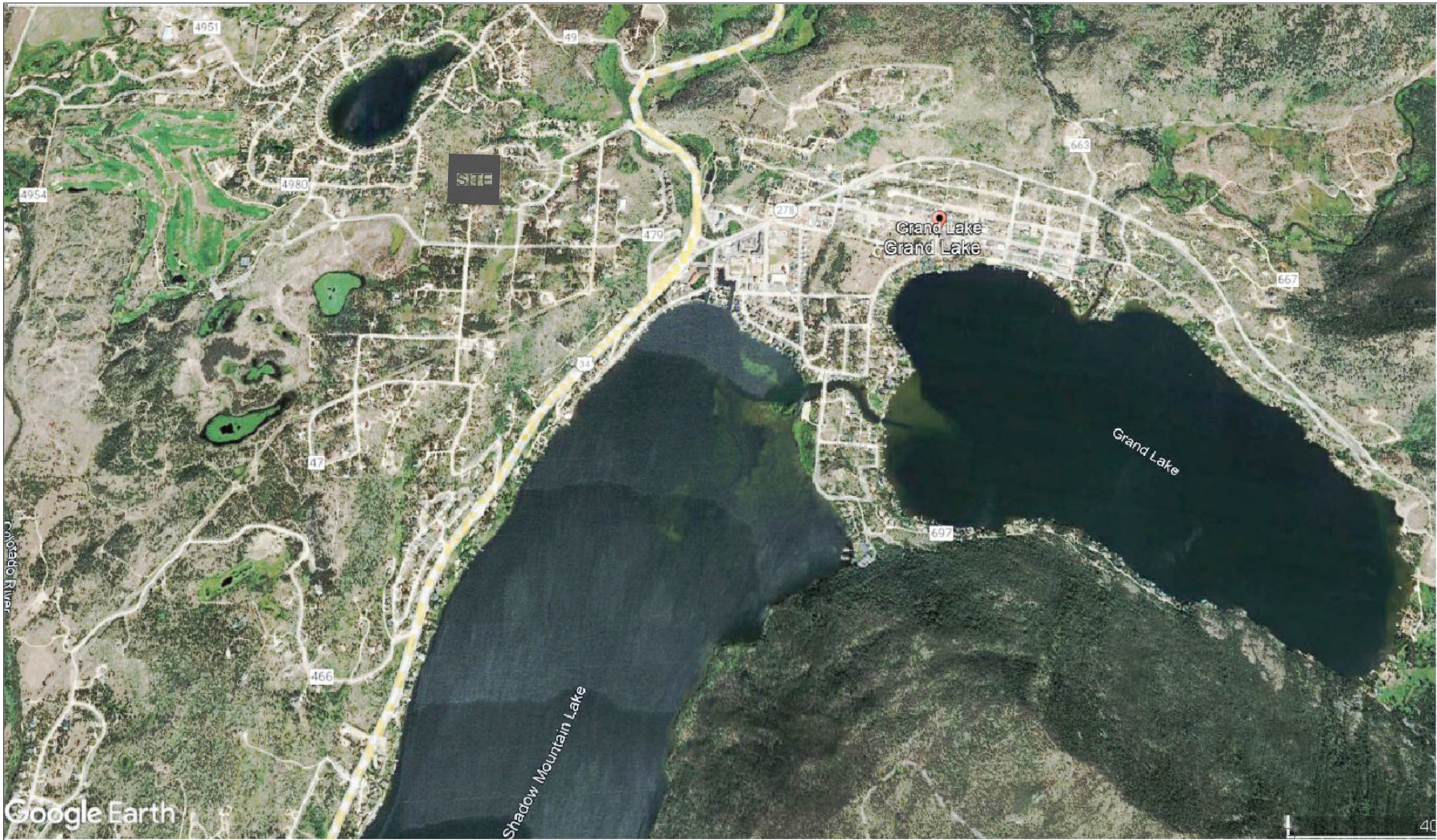
1. Motion to Direct the Staff to post an RFP for construction services on Lucy Lane.

OR

2. Motion to Direct the Staff to post an RFP for construction services on Lucy Lane, with the following conditions\_\_\_\_\_.

P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099  
 PH. 970/627-3435  
 FAX 970/627-9290  
 E-MAIL: town@townofgrandlake.com





Google Earth

### SHEET INDEX

- Sheet P-1: 40 Scale Site Grading Plan View
- Sheet P-2: 10 Scale Horizontal Curve Geometry
- Sheet PP-1: Plan & Profile View of Proposed Lucy Lane
- Sheet CS-1: Cross Sections - Lucy Lane
- Sheet U-1: Proposed Utility Installations
- Sheet D-1: Details
- Sheet D-2: Details
- Sheet D-3: Details
- Sheet D-4: Details



1	Sheet D-3	2 15 24
2	Sheet D-4	3 18 24
3		
4		
NO. REVISION		APPVD DATE

Lucy Lane

Plan View  
Vicinity Map

DESIGNED BY	KAY
DRAWN BY	KAY/GH
CHECKED BY	JAJ
PROJECT NUMBER	23-9538

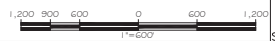
800 W. 8th Street  
Pueblo, Colorado 81003  
(719) 582-5588  
WWW.JESIK.US

DATE  
1/02/24

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VERT : -

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Cover  
SHEET OF

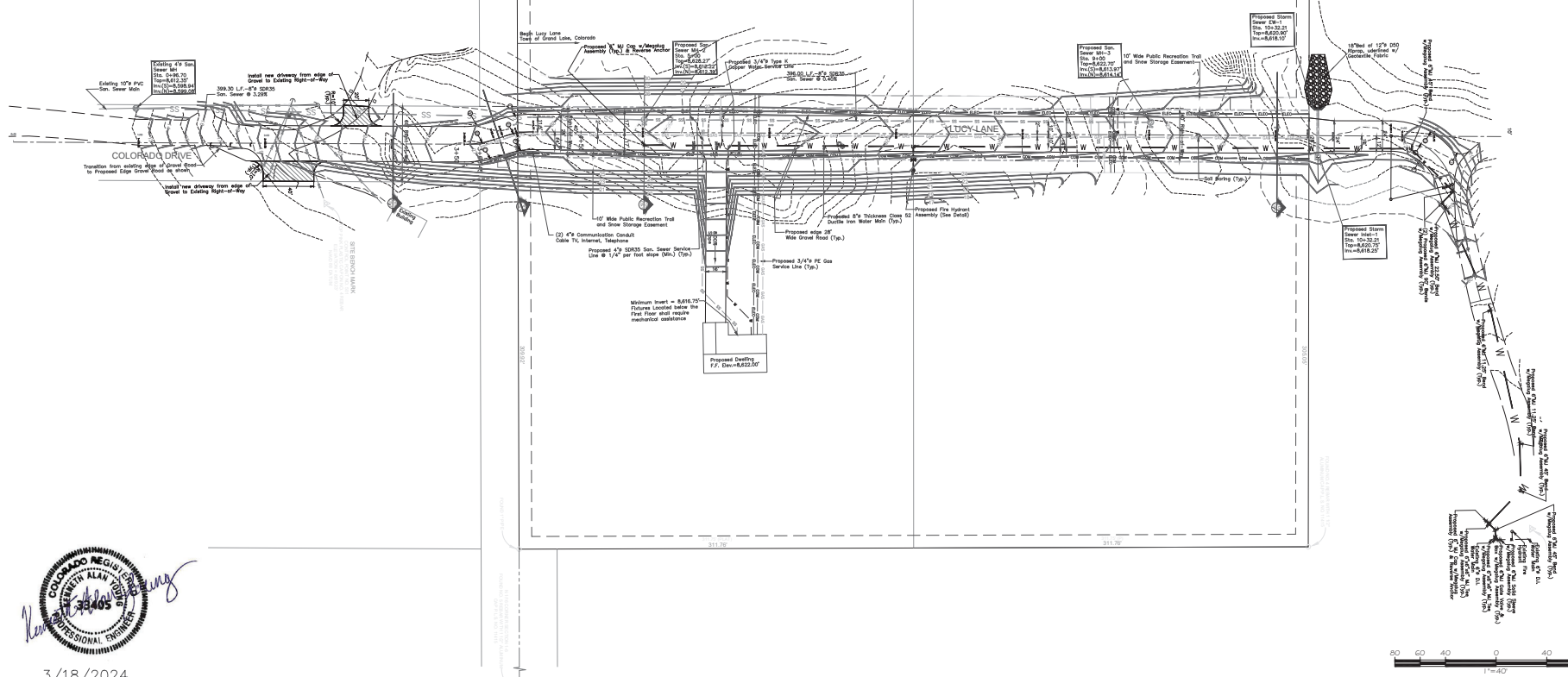
3/18/2024





Section 10, Item K.

- Existing Contour (1')
- Existing Contour (5')
- Proposed Contour (1')
- Existing Sanitary Sewer Main
- Existing Potable Water Main
- Existing Overhead Electric
- Proposed Sanitary Sewer Main
- Proposed Potable Water Main
- Proposed Gas Main
- Proposed Storm Sewer/Culvert
- Proposed Right-of-Way
- Existing/Proposed Easement
- Proposed Edge Gravel Road



NO.	REVISION	DATE
1	Lucy Lane	11/10/23
2	Lucy Lane	12/20/23
3	Lucy Lane	1/03/24
4	Lucy Lane Utilities	1/31/24
	NO. REVISION	APPVD. DATE

Lucy Lane  
Plan View  
Site Grading  
and Utilities

DESIGNED BY	KAY
DRAWN BY	KAY/GH
CHECKED BY	JAJ
PROJECT NUMBER	23-9538

**Jesik**  
800 W. 8th Street  
Pueblo, Colorado 81003  
(719) 582-5588  
WWW.JESIK.US

DATE  
11/03/23

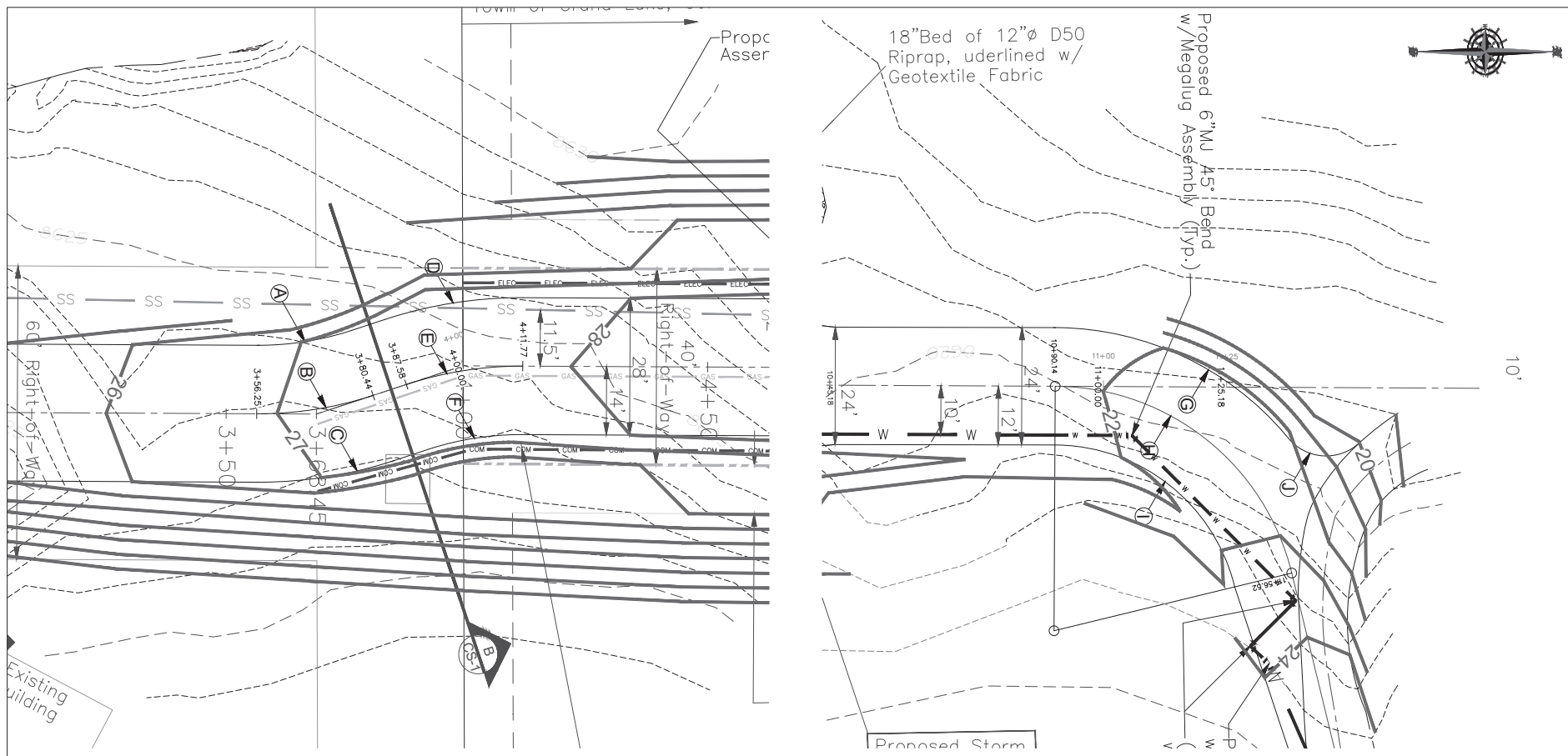
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SHEET  
P-1  
SHEET OF



3/18/2024

Section 10, Item K



**Lucy Lane Horizontal Curve Geometry**

Curve	Sta PC	Sta PT	D	R	L	Δ	Δ/2	T	LC	LC Bearing
Horiz. Curve Designation	Pt. of Curvature	Pt. of Tangency	Degree of Curvature (Degrees/100 ft.)	Radius in feet	Length of Curve (ft.)	Central Angle (Decimal Degrees)	1/2 Central Angle (Decimal Degrees)	Tangent Length (ft.)	Long Chord (ft.)	Long Chord Bearing
A	356.25	380.44	93.93	61.00	19.68	18.48	9.24	9.93	19.59	N 7°57'55" E
B	356.25	380.44	76.39	75.00	24.19	18.48	9.24	12.20	24.09	N 7°57'55" E
C	356.25	380.44	64.38	89.00	28.71	18.48	9.24	14.48	28.59	N 7°57'55" E
D	387.58	411.77	93.93	61.00	19.68	18.48	9.24	9.93	19.59	N 7°57'55" E
E	387.58	411.77	76.39	75.00	24.19	18.48	9.24	12.20	24.09	N 7°57'55" E
F	387.58	411.77	64.38	89.00	28.71	18.48	9.24	14.48	28.59	N 7°57'55" E
G	1090.14	1:34.01	92.41	62.00	54.79	50.63	25.32	29.33	53.02	N 39°18'36" E
H	1090.14	1:56.52	114.59	50.00	66.38	76.07	38.03	39.11	61.61	N 39°18'36" E
I	1090.14	1:56.52	150.78	38.00	50.45	76.07	38.03	29.72	46.83	N 39°18'36" E
J			572.96	10.00	16.36	93.77	46.88	10.68	14.60	N 4°40'13" E

1	Lucy Lane	11/10/23
2	Lucy Lane	12/20/23
3	Lucy Lane	1/03/24
4	Lucy Lane Utilities	1/31/24
NO.	REVISION	APPVD DATE

Lucy Lane  
Plan View  
Horizontal Curve  
Geometry

DESIGNED BY	KAY
DRAWN BY	KAY/GH
CHECKED BY	JAJ
PROJECT NUMBER	23-9538



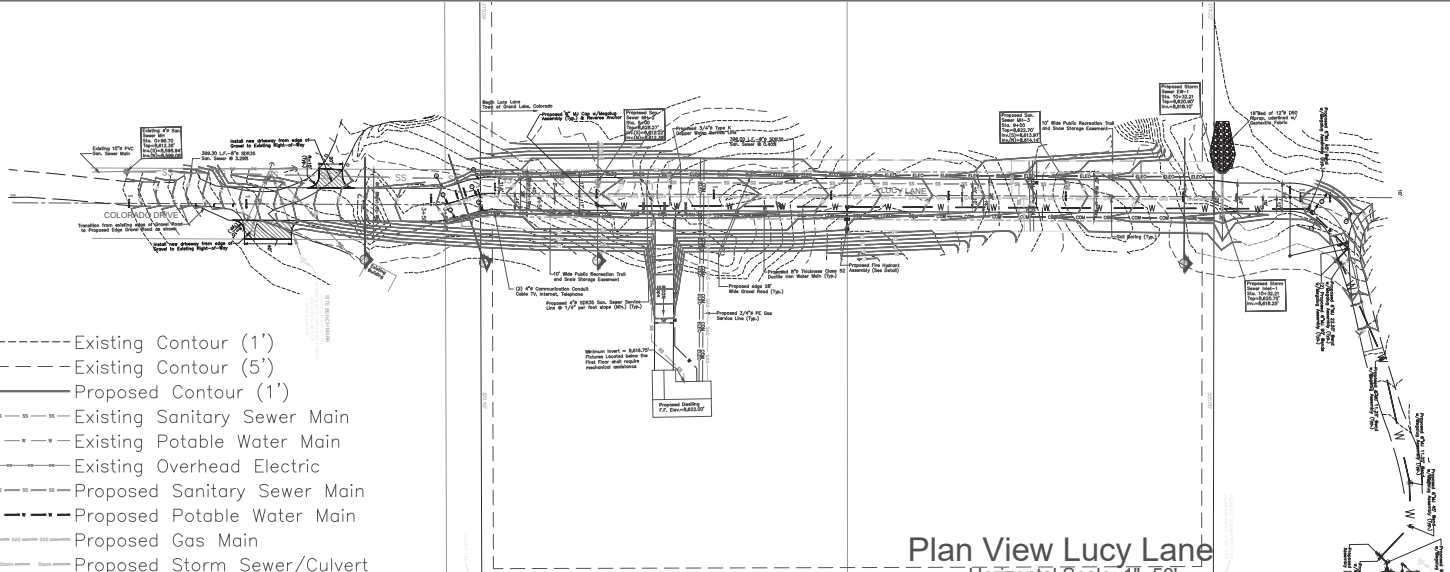
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11/03/23

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P-2  
SHEET OF





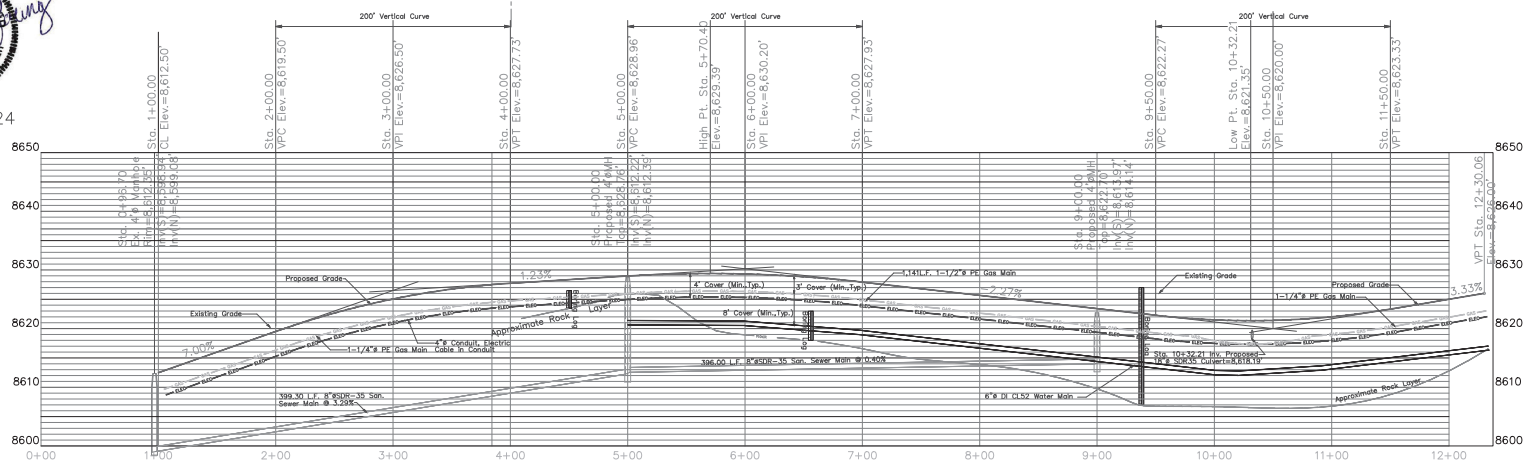


- Existing Contour (1')
- Existing Contour (5')
- Proposed Contour (1')
- Existing Sanitary Sewer Main
- Existing Potable Water Main
- Existing Overhead Electric
- Proposed Sanitary Sewer Main
- Proposed Potable Water Main
- Proposed Gas Main
- Proposed Storm Sewer/Culvert
- Proposed Right-of-Way
- Existing/Proposed Easement
- Proposed Edge Gravel Road

Plan View Lucy Lane  
Horizontal Scale: 1"=50'



3/18/2024



Profile View Lucy Lane  
Horizontal Scale: 1"=50'  
Vertical Scale: 1"=10'

1	Lucy Lane	11/10/23
2	Lucy Lane	12/20/23
3	Lucy Lane	1/03/24
4	Lucy Lane Utilities	1/31/24
NO. REVISION		APPRD DATE

Lucy Lane  
Plan and Profile View

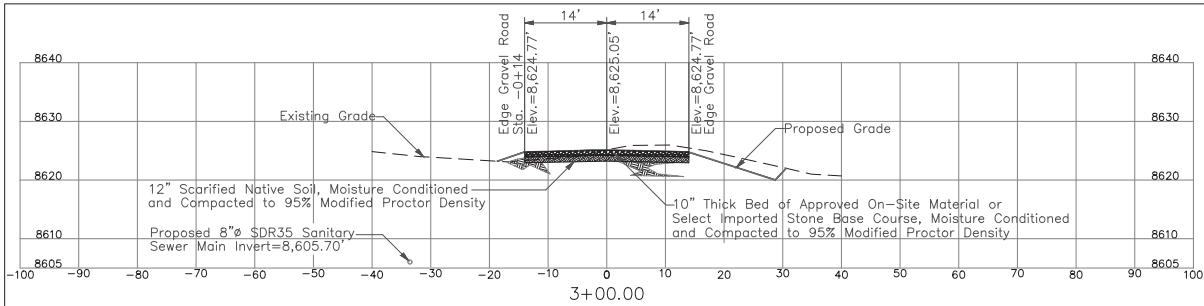
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DRAWN BY	KAY/GH
CHECKED BY	JAJ
PROJECT NUMBER	23-9538



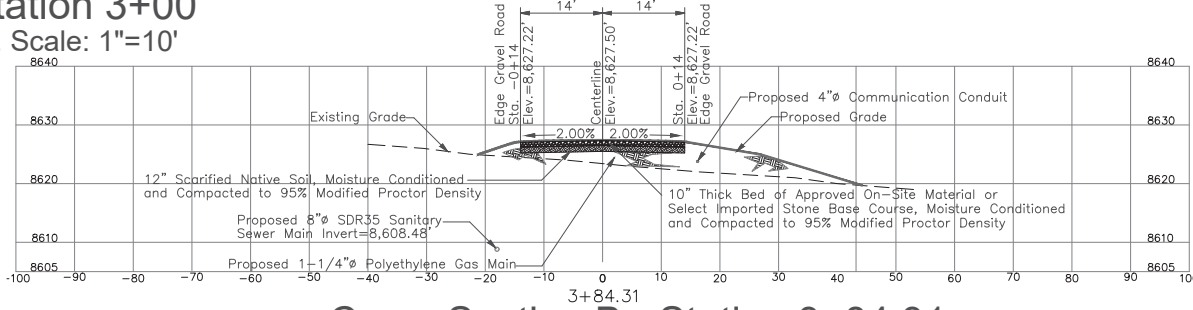
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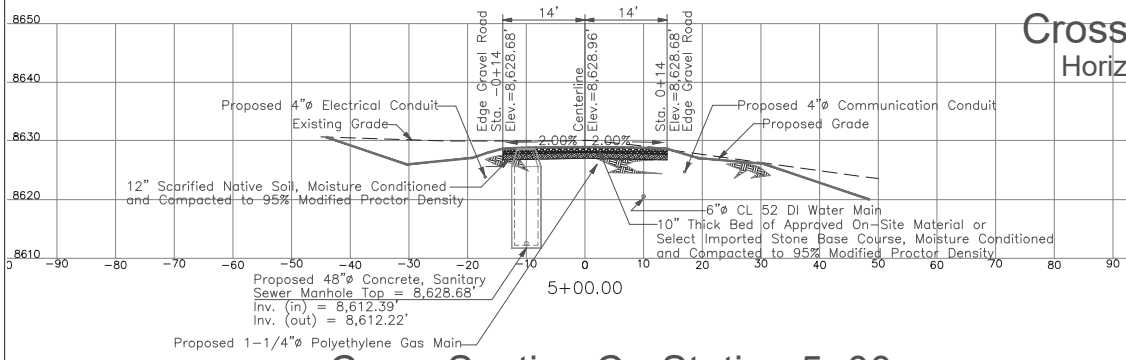
SHEET  
PP-1  
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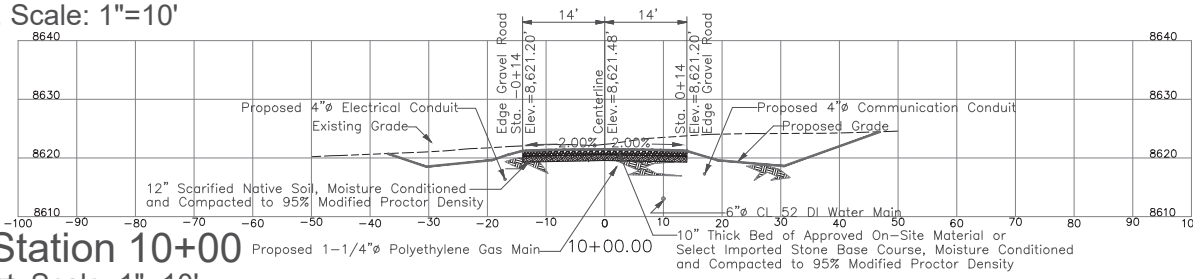
**Cross Section A - Station 3+00**  
 Horiz. Scale: 1"=10', Vert. Scale: 1"=10'



**Cross Section B - Station 3+84.31**  
 Horiz. Scale: 1"=10', Vert. Scale: 1"=10'



**Cross Section C - Station 5+00**  
 Horiz. Scale: 1"=10', Vert. Scale: 1"=10'



**Cross Section D - Station 10+00**  
 Horiz. Scale: 1"=10', Vert. Scale: 1"=10'



3/18/2024

1	NO. REVISION	APPVD DATE
2		
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4		

Lucy Lane

Cross Sections

DESIGNED BY	KAY
DRAWN BY	KAY/GH
CHECKED BY	JAJ
PROJECT NUMBER	23-9538



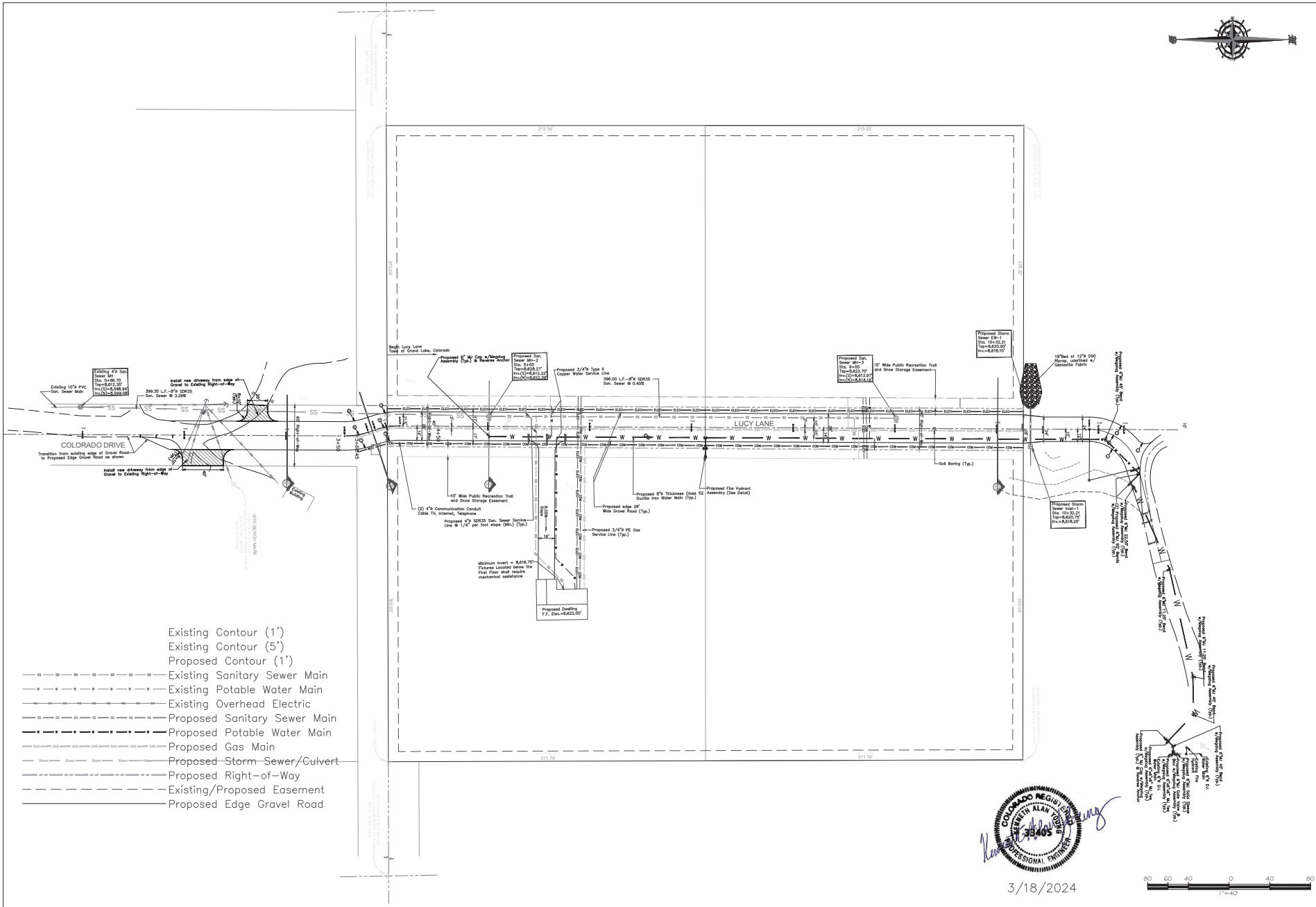
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3/14/24

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CS-1

SHEET OF

Section 10, Item K.



1				
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NO.	REVISION			APPVD DATE

Lucy Lane  
 Plan View  
 Proposed Utility  
 Installations

DESIGNED BY	KAY
DRAWN BY	KAY/GH
CHECKED BY	JAJ
PROJECT NUMBER	23-9538



DATE  
 3/13/24

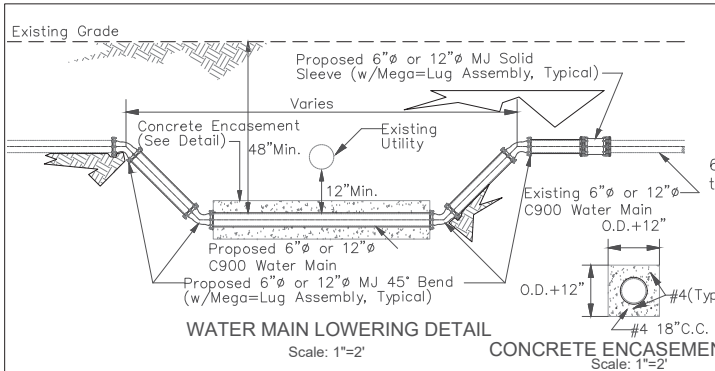
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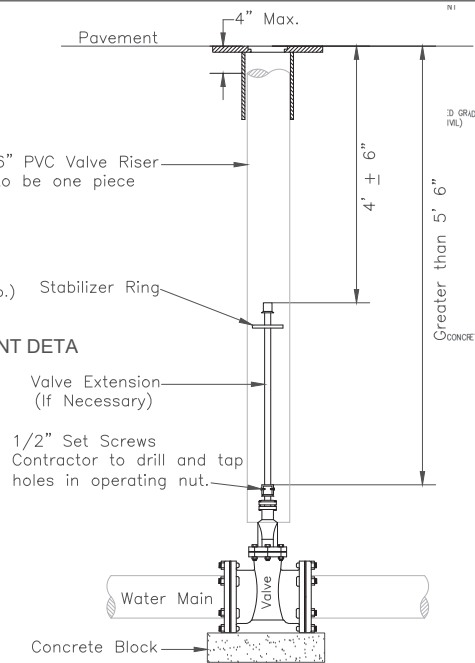
3/18/2024



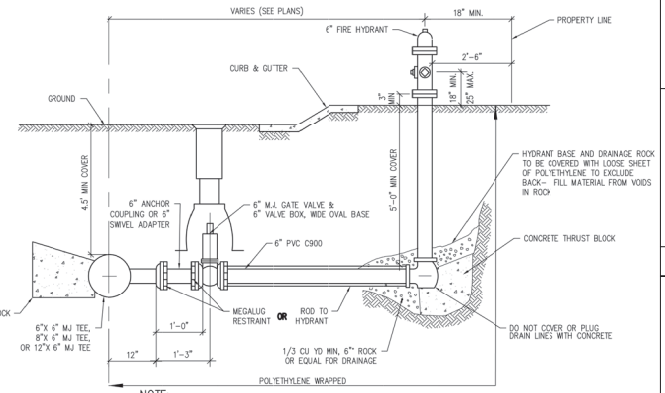


Scale: 1"=2'

CONCRETE ENCASUREMENT DETAIL Scale: 1"=2'



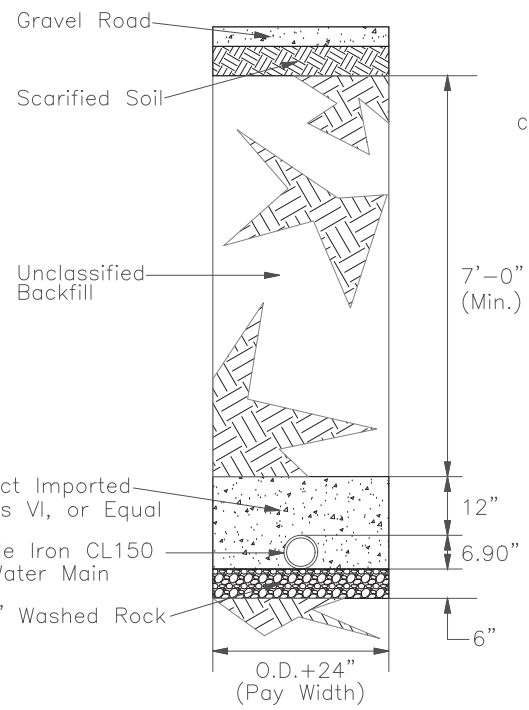
Valve Installation Detail NOT TO SCALE



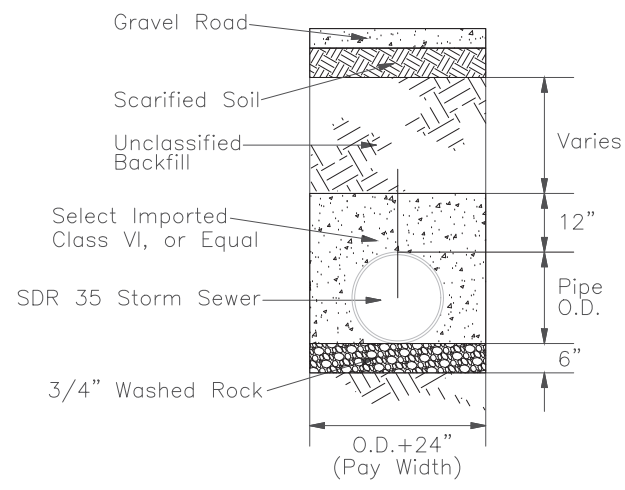
Fire Hydrant Assembly Detail Not to Scale



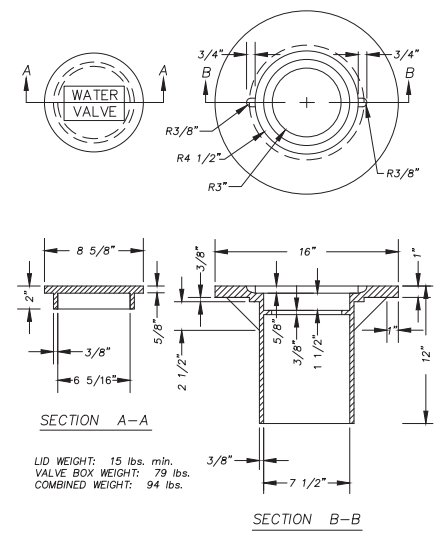
3/18/2024



Potable Water Main Trench Detail Scale: 1"=1'-0"



Storm Sewer Main Trench Detail Scale: 1"=1'-0"

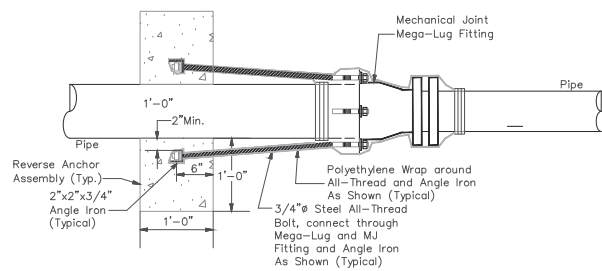
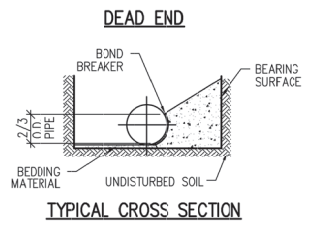
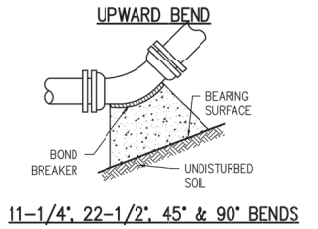
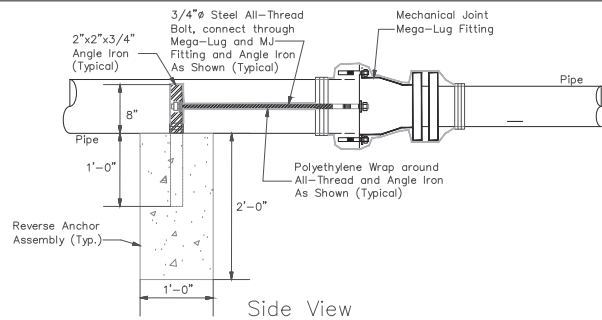
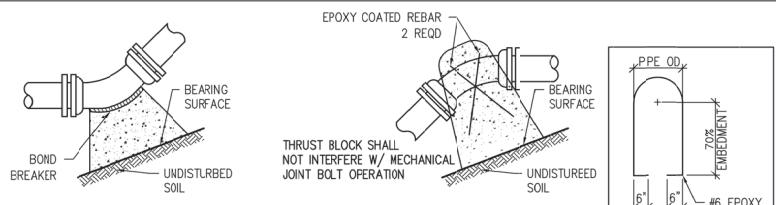


Valve Box Lid Detail NOT TO SCALE

DESIGNED BY	KAY	DATE	11/10/23
DRAWN BY	KAY/GH	SCALE	HORZ : As Shown
CHECKED BY	JAJ	VERT	--
PROJECT NUMBER	23-9538	SHEET	D-1
NO. REVISION		SHEET	OF
1	Util Xing	2/5/24	APPVD DATE
2			
3			
4			

Lucy Lane

Details



3/18/2024

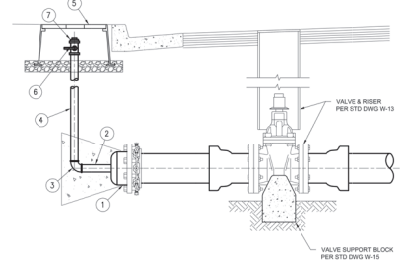
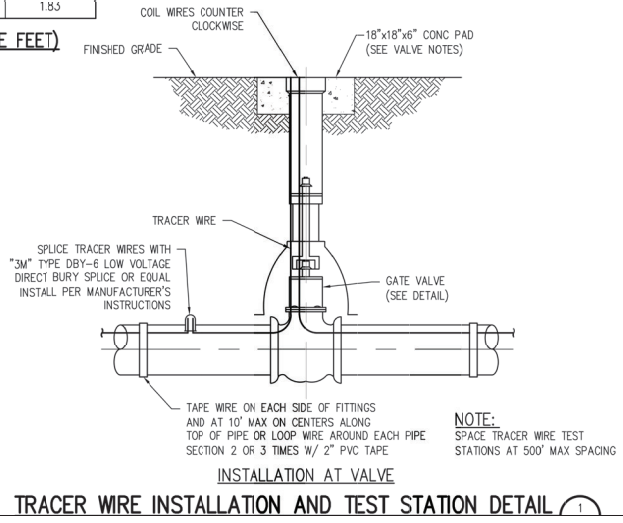
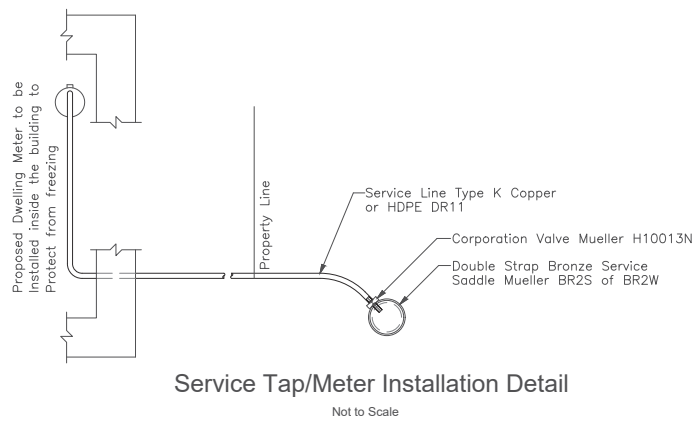
Professional Engineer  
 License No. 38405  
 State of Colorado

- NOTES:**
1. BEARING SURFACES SHOWN IN CHART ARE MINIMUM SQUARE FEET BASED ON 150 PSI INTERNAL PIPE PRESSURE PLUS WATER HAMMER.
  2. 4", 6", 8", & 12" WATER HAMMER = 110 PSI BASED ON 3900psi SOIL BEARING CAPACITY
  3. USE TYPE II PORTLAND CEMENT 3000 PSI CONCRETE
  4. ALL VALVES, TEES, BENDS AND PLUGS SHALL BE RESTRAINED AND THRUST BLOCKED

SIZE OF PIPE	TEE OR DEAD END	SURFACE AREA (SQ FT)				CONC VOL (CU YD)
		11-1/4'	22-1/2'	45°	90°	
4"		1.50	1.00	1.00	2.0	0.34
6"		3.00	1.00	1.25	2.25	0.71
8"		5.25	1.00	2.00	4.00	1.22
12"		11.25	2.25	4.50	8.75	1.83

**MINIMUM BEARING SURFACE AREA (IN SQUARE FEET)**

REVERSE ANCHOR ASSEMBLY DETAIL  
 Not to Scale



- NOTES:**
1. METER BOX FOR BALL VALVE TO BE LOCATED ADJACENT TO AND BEHIND CURB, UNLESS OTHERWISE NOTED ON PLANS.
  2. IF ENLARGED METER IS IN 3" PRESS. 1" INS INLL. 2" BRASS PIPE LEVEL 1" BEHIND CURB. USE ADDITIONAL 2" OF BRASS ELBOW.
  3. WHEN BLOW-OFF IS LOCATED BEHIND A ROLLED CURB & GUTTER, OR WHERE NO CURB EXISTS USE TRAFFIC STYLE BOX AND LID.
- | ITEM | DESCRIPTION                               |
|------|---|
| (1)  | MINI x 2 1/2" TAPES END CAP               |
| (2)  | 2" x 6" BRASS NIPPLE                      |
| (3)  | 2" x 6" BRASS ELBOW                       |
| (4)  | 2" BRASS PIPE                             |
| (5)  | METER BOX PER STANDARD DETAIL W-11        |
| (6)  | 2" BALL VALVE PER APPROVED MATERIALS LIST |
| (7)  | 2" BRASS PLUG                             |

2/5/24					
1	BOA				
2					
3					
4					
	NO. REVISION				APPYD DATE

Lucy Lane  
 Details

DESIGNED BY	KAY
DRAWN BY	KAY/GH
CHECKED BY	JAJ
PROJECT NUMBER	23-9538

**Jesik**

800 W. 8th Street  
 Pueblo, Colorado 81003  
 (719) 582-5588  
 WWW.JESIK.US

DATE  
 1/31/23

SCALE  
 HORZ : As Shown  
 VERT : -

SHEET  
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 SHEET OF



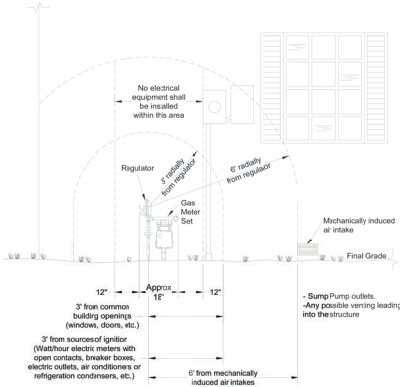
**SERVICE INSTALL REQUIREMENTS**

**Natural Gas and Electric Residential Service**

Natural gas meters and regulators should be at least three feet (measured radially) from any source of ignition, such as electric switches and air-conditioning units. You must also maintain the 3-foot distance from doors, windows, vents and air intakes (6 feet from a mechanically induced air intake), outside water spigots and garage doors. In areas where city water is not available, the natural gas service line must be a minimum of 15 feet from a water well. Xcel Energy sets meters about six inches above final grade to allow slight changes in grade and landscaping around the meter without interfering with meter mechanisms. Note: Meters cannot be set under a deck or steps. The electric meter must be installed according to all electrical codes and applicable regulations. For joint trenching, both the natural gas and electric meter are preferred to be on the same side of the house.

**DRAWING CR-10**

CLEARANCE REQUIREMENTS FROM GAS METER



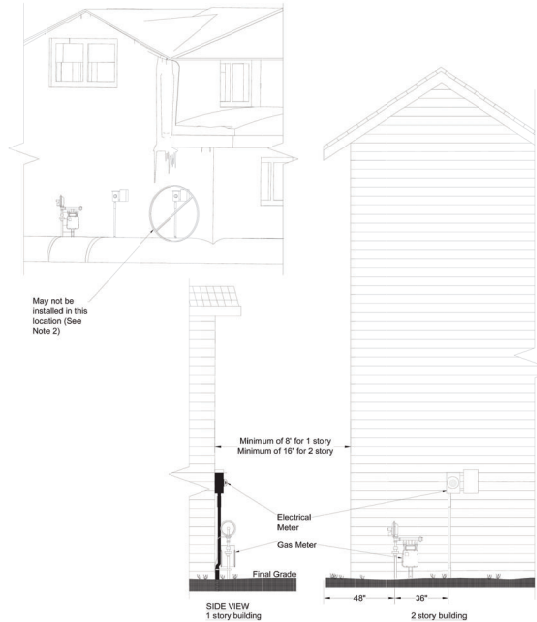
- NOTES:**
- 3' minimum working clearance from non-electrical obstructions is preferred around gas meter set.
  - Disregard clearances when measuring around corners of structures.
  - See Sections 4.2.1(4), 4.3.1(3), and drawings SC-20, SC-20A, and SC-30B for ice and snow shield requirements.
  - Plastic gas services and electric services can be installed in the same joint trench; steel gas services are prohibited from joint trench installation with electric services. Also, gas and electric services shall have a minimum of 12" spacing, whether they are in the same trench or not.

Xcel Energy | Issued: Oct-21 | Replaces: Jan-19 | Drawn by: DCP | Approved: I-7.1 | File: I-7.1 | STANDARD FOR ELECTRIC INSTALLATION AND USE PAGE

**Gas Service Meter Installation Detail 1**  
Not to Scale

**DRAWING SC-20B**

HEAVY SNOWFALL AND ICE LOADING METER REQUIREMENTS OF MI AND CO COUNTIES: EAGLE, LAKE, PARK, AND SUMMIT



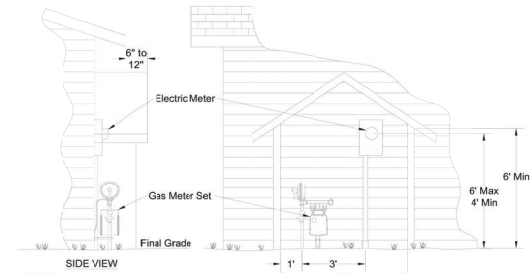
- NOTES:**
- Customers of MI and CO counties: Eagle, Lake Park, and Summit must comply with this page.
  - There may be no adjacent drip side rooflines within 8' of meters for 1 story buildings and within 16' of 2 story buildings. Meters on the same building under the gable or non-drip side must be a minimum of 4' from the drip line.
  - Meters will not be set until the location is adequate and approved by Xcel Energy.
  - If installation of meters on the gable or non-drip side of the structure is impractical then the meter may be installed in a remote location with prior approval from meter dept needed for obtaining location for a remote set. For examples see SC-50, SC-70, or SC-80.
  - Meters in locations with heavy snowfall, ice loading or in locations above 6,000 feet elevation shall be located on the gable or non-drip side of a building or structure.

Xcel Energy | Issued: Oct-21 | Replaces: NEW | Drawn by: DCP | Approved: I-1.5B | File: I-1.5B | STANDARD FOR ELECTRIC INSTALLATION AND USE PAGE I-1.5B

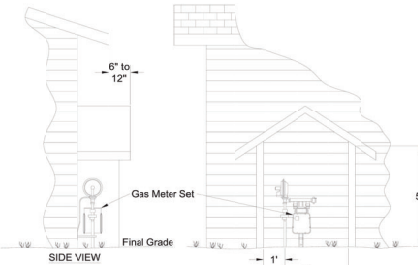
**Gas Service Meter Installation Detail 3**  
Not to Scale

**DRAWING SC-20A**

METER ICE AND SNOW SHIELD (Ho: Sequence Installation Shown)



- NOTES:**
- Required meter protection will consist of walls and gable roof which are structurally part of the building.
  - Walls will be 6' high and 6' apart.
  - Gable roof will extend a minimum of 6" beyond drip line (preferably 12").
  - Meters will not be set until meter protection is in place and approved by Xcel Energy.
  - Not allowed in the following MI and CO counties: Eagle, Lake, Park, and Summit.



- NOTES:**
- Required meter protection will consist of walls and gable roof which are structurally part of the building.
  - Walls will be 5' high and 4' apart.
  - Gable roof will extend a minimum of 6" beyond drip line (preferably 12").
  - Meters will not be set until meter protection is in place and approved by Xcel Energy.
  - Not allowed in the following MI and CO counties: Eagle, Lake, Park, and Summit.

Xcel Energy | Issued: Oct-21 | Replaces: Jan-17 | Drawn by: DCP | Approved: I-1.5A | File: I-1.5A | STANDARD FOR ELECTRIC INSTALLATION AND USE PAGE I-1.5A

**Gas Service Meter Installation Detail 2**  
Not to Scale

NO.	REVISION	APPYD	DATE
1			
2			
3			
4			

Lucy Lane

Details

DESIGNED BY	KAY
DRAWN BY	KAY/GH
CHECKED BY	JAJ
PROJECT NUMBER	23-9538



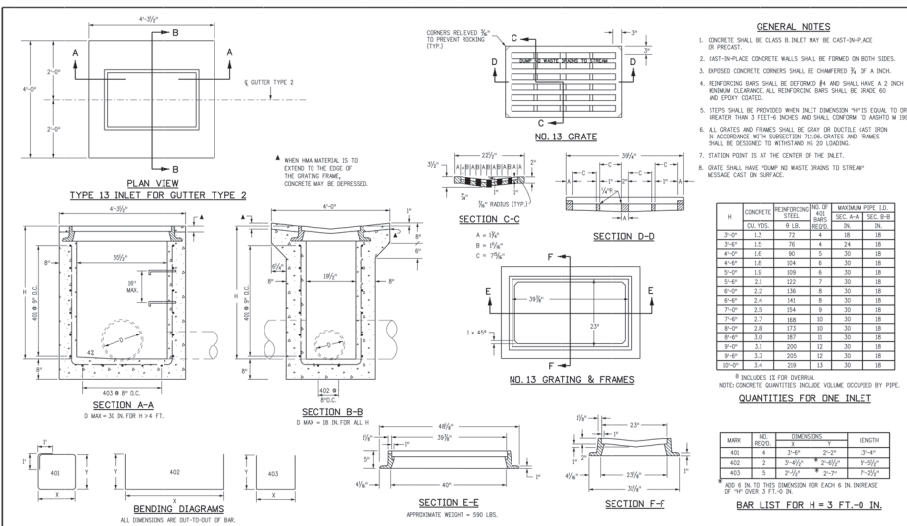
DATE  
2/14/24

SCALE  
HORZ : As Shown  
VERT : -

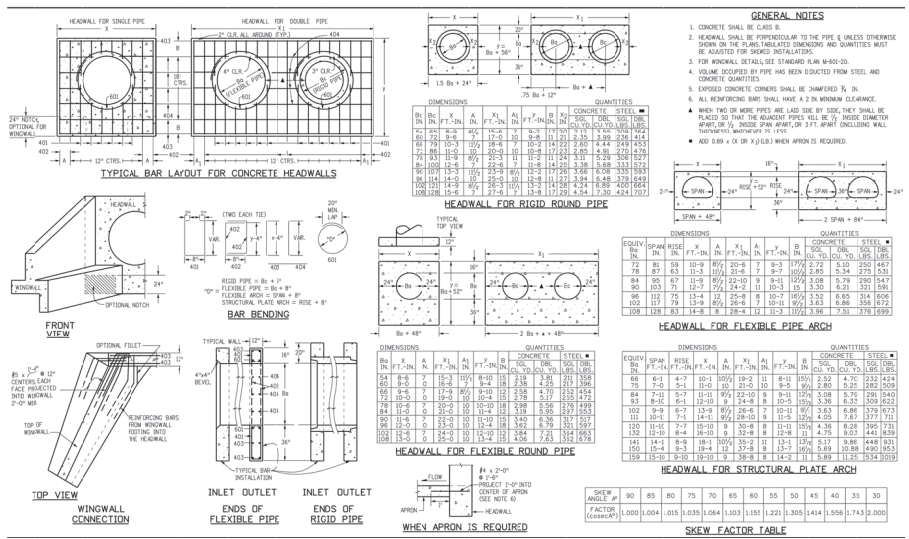
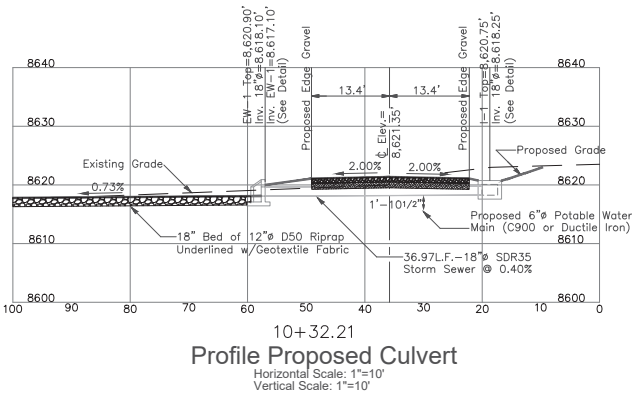
SHEET  
D-3  
SHEET OF



3/18/2024



CDOT Type 13 Inlet Detail  
Not to Scale



CDOT D-W Headwall/Endwall Detail  
Not to Scale

DESIGNED BY	KAY	Lucy Lane	NO.	REVISION	DATE
DRAWN BY	KAY/GH		1		
CHECKED BY	JAJ		2		
PROJECT NUMBER	23-9538		3		
			4		



3/18/2024

DATE	3/18/24
SCALE	HORZ : As Shown
SHEET	VERT : -
SHEET	D-4
SHEET	OF



**BID SCHEDULE - Utility and Site Work for Lucy Love Minor Subdivision - 4/18/2024**

ITEM NO.	UNITS	UNIT PRICE	QUANTITY	DESCRIPTION	TOTAL PRICE
1.00	LS		1	Mobilization	
0.01	HR		8	Potholing Existing Utilities	
2.01	AC		1.79	Clearing and Grubbing	
2.03	CY		4,651.50	Excavation for Lucy Lane (Cut)	
2.03	CY		919.24	Excavation for Lucy Lane (Fill)	
2.03	CY		1,687.14	Trench Excavation for Placement of Proposed Sanitary Sewer	
2.03	CY		846.64	Trench Excavation for Placement of Proposed Water Main	
2.03	CY		231.07	Trench Excavation for Gas, Electrical and Communication Lines	
2.03	CY		875.50	Rock Excavation	
2.06	CY		885.09	Placement and Compaction of 10" of On-Site Material	
2.06	CY		1,062.11	Scarify and Compact 12" of Native Soil	
2.08	LS		1	Erosion Control - Installation of Concrete Washout	
2.08	LS		1	Erosion Control	
5.01	EA		1	48" Concrete Manhole (h=16.54')	
5.01	EA		1	48" Concrete Manhole (h=8.73')	
6.02	TONS		78.26	12" D50 Rip Rap - 24" Thick, Underlined w/Geotextile Fabric	
8.01	AC		0.89	Seeding and Sodding	
10.01	LF		36.97	Proposed 18"ø SDR35 Culvert	
10.01	LF		795.30	Proposed 8"ø SDR35 Sanitary Sewer Main	
10.01	LF		82.50	Proposed 4"ø SDR35 Sanitary Sewer Service Line	
11.01	LF		959.23	6" ø DI CL 52 Water Main	
11.01	LF		19.00	6"ø DI CL 52 Water Main (Hydrant Run)	
11.01	LF		91.31	Water Service (3/4" Type K Copper or HDPE)	
11.02	EA		1	6" MJ Gate Valve & Box (w/Megalug Assembly)	
11.02	EA		3	6"x6"X6" MJ Tee (w/Megalug Assembly)	
11.02	EA		2	6" MJ 90° Bend (w/Megalug Assembly)	
11.02	EA		3	6" MJ 45° Bend (w/Megalug Assembly)	
11.02	EA		2	6" MJ 22.5° Bend (w/Megalug Assembly)	
11.02	EA		1	6" MJ 11.25° Bend (w/Megalug Assembly)	
11.02	EA		2	6" MJ Caps (w/Magalug Assembly & Reverse Anchor)	
11.02	EA		1	6" MJ Solid Sleeve (w/Megalug Assembly)	
11.02	EA		1	Fire Hydrant Assembly (Incl. Hyd. Valve, 8-Foot Bury Depth)	
11.02	EA		34	6" Megalug Assembly	
-	LF		625.28	Communication Conduit	
-	LF		100.00	Communication Service	
-	LF		625.28	Electrical Conduit	
-	LF		100.00	Electrical Conduit Service	
-	LF		656.41	1-1/4"ø PE Gas Main	
-	LF		100.40	3/4"ø PE Gas Service Line	
-	EA		1	Connection to Existing Water Main	
-	EA		1	Connection to Existing Sanitary Sewer Manhole	
-	EA		1	Connection to Existing Gas Main	
-	EA		1	Connection to Existing Electrical Main	
-	EA		1	Connection to Existing Communication System	
11.07	LF		2,000	Tracer Wire	
15.06	LS		1	Construction Surveying	
<b>TOTAL BID</b>					
<b>ALTERNATE A FOR 4" HOT BITUMIOUS PAVEMENT &amp; 6.5" AGGREGATE BASE COURSE</b>					
ITEM NO.	UNITS	UNIT PRICE	QUANTITY	DESCRIPTION	TOTAL PRICE
3.04	TONS		620.61	Aggregate Base Course (Class VI or Equal)	
4.03	TONS		455.11	Hot Bituminous Pavement	
<b>TOTAL ALTERNATE A BID</b>					
<b>ALTERNATE B FOR 6" HOT BITUMIOUS PAVEMENT (FULL DEPTH ASPHALT)</b>					
ITEM NO.	UNITS	UNIT PRICE	QUANTITY	DESCRIPTION	TOTAL PRICE
4.03	TONS		689.57	Hot Bituminous Pavement	
<b>TOTAL ALTERNATE B BID</b>					

**TOWN OF GRAND LAKE  
BOARD OF TRUSTEES  
ORDINANCE NO. 07-2023**

**AN ORDINANCE ANNEXING CERTAIN LANDS TO THE TOWN OF GRAND LAKE, COLORADO, AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT IN CONNECTION THEREWITH, ZONING SUCH LANDS RESIDENTIAL ESTATE (RE), AND DIRECTING THAT THE GRAND LAKE ZONING MAP BE AMENDED ACCORDINGLY**

**WHEREAS**, Genette Simpkins Revocable Living Trust, owner (the “Applicant”) filed with the Town Clerk a Petition for Annexation dated January 31, 2023 (the “Petition”) seeking to annex to the Town of Grand Lake, Colorado certain lands consisting of approximately 8.98 acres and more fully described in Exhibit A, attached (the “Property”); and

**WHEREAS**, on April 24, 2023 the Board of Trustees of the Town of Grand Lake, Colorado adopted Resolution 13-2023 and set the matter for a public hearing to be held on June 26, 2023, to determine whether the proposed annexation complied with Section 31-12-104 and Section 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility under the terms of Section 31-12-101, C.R.S., et seq.; and

**WHEREAS**, on June 26, 2023, after a public hearing, the Board of Trustees of the Town of Grand Lake, Colorado adopted Resolution 21-2023 finding and concluding, *inter alia*, that the Property is eligible for annexation to the Town of Grand Lake, Colorado; and

**WHEREAS**, the Board of Trustees incorporates herein its findings and conclusions contained in Resolution 21-2023, as if fully set forth herein; and

**WHEREAS**, the Board concludes that it is in the best interest of the Town to annex the Property to the Town; and

**WHEREAS**, prior to the adoption of this Ordinance, the Board of Trustees has considered and adopted the 2023 3 Mile Plan for the Town of Grand Lake in Resolution 20-2023; and

**WHEREAS**, in connection with the annexation of the Property, the Applicant has requested that the Property be zoned Residential Estate (RE); and

**WHEREAS**, the proposed zoning of the Property was reviewed by the Town of Grand Lake Planning Commission on April 19, 2023 where the Planning Commission voted unanimously to recommend that the Board of Trustees zone the Property Residential Estate (RE); and

**WHEREAS**, as part of its public hearing to consider whether the Property should be annexed to the Town of Grand Lake, the Board of Trustees of the Town of Grand Lake also considered whether the Property should be zoned Residential Estate (RE); and

**WHEREAS**, zoning the Property Residential Estate (RE) is in substantial conformance with the Grand Lake Comprehensive Plan, also referred to as the Grand Lake Master Plan, as amended and Town’s 2023 3 Mile Plan as amended, and is also consistent with and in harmony with the zoning and land uses of adjacent property and property in the immediate area.

**WHEREAS**, in connection with the Petition, the Applicant and Town staff have negotiated a proposed Annexation Agreement, attached hereto as Exhibit B; and

**WHEREAS**, the Board of Trustees has reviewed the proposed Annexation Agreement and concludes that it is consistent with the Board’s understanding of the terms discussed in connection with this annexation and in the best interest of the Town.

**NOW THEREFORE, THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE HEREBY ORDAINS AS FOLLOWS:**

1. The property described in Exhibit A, attached hereto and incorporated herein by reference, shall be and hereby is annexed to, incorporated in and made a part of the Town of Grand Lake, Colorado, subject to the terms and conditions of the Annexation Agreement.
2. The annexation of such property to the Town of Grand Lake shall be complete and effective on the effective date of this ordinance, subject to the terms and conditions

of the Annexation Agreement, except for the purpose of General Property Taxes, and shall be effective as to General Property Taxes on and after the first day of January, 2024.

- 3. The Property shall be zoned Residential Estate (RE) and the zoning map for the Town of Grand Lake shall be amended to reflect such zoning.
- 4. The Annexation Agreement is approved and the Mayor is hereby authorized and directed to enter into and execute the Annexation Agreement on behalf of the Town of Grand Lake.
- 5. The Town Clerk is hereby directed to record this Ordinance and the Annexation Agreement with the Grand County Clerk and Recorder and to take all administrative actions necessary to effectuate and complete this annexation.
- 6. 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.
- 7. 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 AFTER PUBLIC HEARING AND SIGNED THIS 24<sup>th</sup> DAY OF JULY, 2023.**

( S E A L )

Votes Approving: \_\_\_\_\_  
 Votes Opposed: \_\_\_\_\_  
 Absent: \_\_\_\_\_  
 Abstained: \_\_\_\_\_

**ATTEST:**

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

\_\_\_\_\_  
Alayna Carrell  
Town Clerk

By: \_\_\_\_\_  
Steve Kudron  
Mayor

**EXHIBIT A**

**LEGAL DESCRIPTION**

**EXHIBIT B**

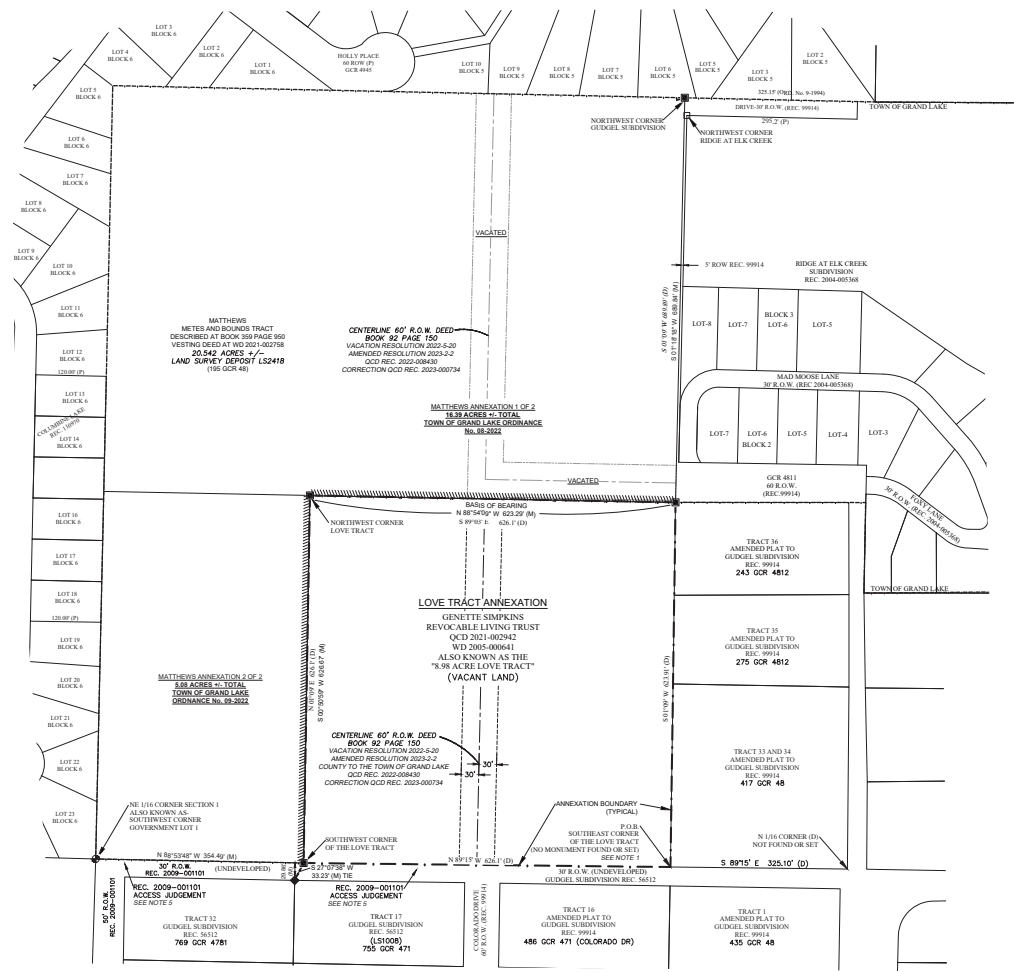
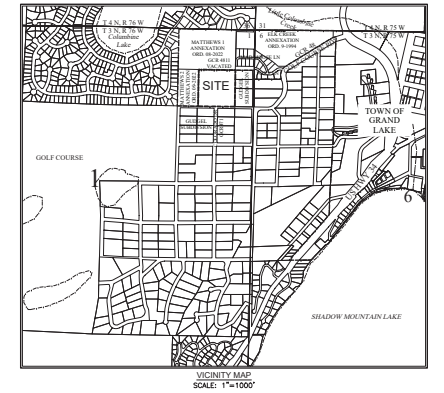
**ANNEXATION AGREEMENT**

# LOVE TRACT ANNEXATION MAP

## A METES AND BOUNDS TRACT OF LAND DESCRIBED AT RECEPTION 2015-000641

A TRACT OF LAND IN THE NE1/4NE1/4 (LOT 1) OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6th PRINCIPAL MERIDIAN,  
COUNTY OF GRAND, STATE OF COLORADO  
(VACANT LAND)

- SURVEY NOTES:**
1. THIS ANNEXATION MAP IS NOT A BOUNDARY SURVEY OR SHALL IT BE CONSTRUED AS A BOUNDARY DETERMINATION OF OWNERSHIP AND/OR OCCUPATION. THIS ANNEXATION IS 8.98 ACRES PER DEED RECORDED AT RECEPTION 2005-000641 HAVING A DEED CLOSURE OF 1:20333.7.
  2. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS ANNEXATION MAP.  
GRAND COUNTY CLERKS RECORDS:  
a. BOOK 102 PAGE 254, WARRANTY DEED, MATTHEWS TO MATTHEWS, FILED JANUARY 19, 1986.  
b. BOOK 104 PAGE 265, WARRANTY DEED, MATTHEWS TO BEYER, FILED OCTOBER 4, 1984.  
c. RECORD 10971, PLAT OF GUGDEL SUBDIVISION, RECORDED NOVEMBER 9, 1994.  
d. BOOK 92 PAGE 105, RIGHT OF WAY DEED, CLIFTON B. HOWARD TO THE BOARD OF COUNTY COMMISSIONERS, FILED SEPTEMBER 25, 1981.  
e. BOOK 116 PAGE 354, WARRANTY DEED, ESTATE OF CLIFTON B. HOWARD TO MATTHEWS, RECORDED MAY 4, 1990.  
f. RECEPTION 9914, PLAT OF AMENDED PLAT TO GUGDEL SUBDIVISION, RECORDED FEBRUARY 24, 1994.  
g. RECEPTION 110970, PLAT OF COLUMBINE LAKE, RECORDED MAY 21, 1995.  
h. RECEPTION 2021-00076, WARRANTY DEED, RECORDED MARCH 10, 2021. SUBJECT VESTING DEED WITH PROPERTY DESCRIPTION USING CALLS TO THE COLUMBINE LAKE MONUMENTS DONE JUNIOR AND WRITTEN BY LS1415 BY LAND SURVEY DEPOSIT (LSD).
  3. THE BASIS OF BEARING FOR THIS ANNEXATION MAP IS ALONG THE NORTH LINE OF THE LOVE TRACT, BETWEEN FOUND #5 REBAR WITH 1.5" DIA. ALUMINUM CAPS STAMPED "PLS 11415" AS SHOWN HEREON HAVING A BEARING OF N 89°02'00" W, AS MEASURED BY RTN/GPS METHOD ON NOVEMBER 6, 2020. LINEAR UNITS SHOWN ARE U.S. SURVEY FOOT.
  4. REFERENCED IS HEREBY MADE TO THE LAND SURVEY DEPOSIT (LSD2418), FOR MATHEW BOUNDARY INFORMATION.
  5. THE STIPULATION AND CONSENT AGREEMENT AT RECEPTION 2009-001100 AND 2009-001101 RESPECTIVELY, DETAILS ACCESS FROM AND TO THE STANLEY PROPERTY. BULLET ITEM 12 STATES, THERE SHALL BE NO ROAD OR DRIVEWAY FROM THE STANLEY PROPERTY ONTO THE 30' WIDE STRIP IMMEDIATELY TO THE NORTH OF TRACTS 32 AND 17, GUGDEL SUBDIVISION.



**PROPERTY DESCRIPTION:** (PER BOOK WARRANTY DEED REC. 2015-000641)

A TRACT OF LAND IN THE NE1/4NE1/4 (LOT 1) OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF THIS TRACT WHENCE THE N1/16 CORNER BETWEEN SAID SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M., AND SECTION 6, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M., BEARS SOUTH 89°15' EAST, FOR A DISTANCE OF 325.10 FEET;

THENCE RUNNING ALONG THE N1/16TH LINE OF SECTION 1, NORTH 89°15' WEST FOR A DISTANCE OF 626.1 FEET TO THE SW CORNER OF THIS TRACT;

THENCE NORTH 1°09' EAST, FOR A DISTANCE OF 626.1 FEET TO THE NW CORNER OF THIS TRACT;

THENCE S 89°15' EAST, FOR A DISTANCE OF 626.1 FEET TO THE NE CORNER OF THIS TRACT AND THE INTERSECTION WITH THE WEST LINE OF GUGDEL SUBDIVISION;

THENCE ALONG SAID WEST LINE OF GUGDEL SUBDIVISION SOUTH 01°00' WEST, FOR A DISTANCE OF 623.91 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GRAND AND STATE OF COLORADO BY INSTRUMENT RECORDED SEPTEMBER 20, 1944 IN BOOK 92 AT PAGE 150.

**GRAND COUNTY ASSESSOR DATA:**  
PARCEL NUMBER 1191-011-00-002  
VACANT LAND  
ZONED GRAND COUNTY RESIDENTIAL  
INCLUDED IN THE THREE LAKES DESIGN AND REVIEW AREA AND THE GRAND COUNTY URBAN GROWTH AREA 2

**TRUSTEES STATEMENT:**  
APPROVED FOR ANNEXATION BY ORDINANCE No. \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_  
BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE

MAYOR \_\_\_\_\_ DATE \_\_\_\_\_  
TOWN CLERK \_\_\_\_\_ DATE \_\_\_\_\_  
TOWN ATTORNEY \_\_\_\_\_ DATE \_\_\_\_\_

ORDINANCE No. \_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_

**LOVE TRACT ANNEXATION CALCULATION**

TOTAL PERIMETER TO ANNEX = 2,502.2'  
1/8 PERIMETER REQUIRED = 417.0'  
CONTIGUITY LENGTH = 1,252.2'

TOTAL AREA = 88.98 ACRES

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL

Plot to Peak Land Surveying & Mapping, Inc.  
P.O. Box 100  
Kremmling, Colorado 80469  
970-724-0724

**LOVE TRACT ANNEXATION MAP**  
A METES AND BOUNDS TRACT OF LAND DESCRIBED AT RECEPTION 2015-000641  
A TRACT OF LAND IN THE NE1/4NE1/4 (LOT 1) OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6th P.M., COUNTY OF GRAND, STATE OF COLORADO (VACANT LAND)

Draftsman: JL Checked by: KL Date: 03/09/2023 Job no.: 22-0161STANLEY

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

FOR REVIEW



**DRAFT ANNEXATION AGREEMENT**  
(Genette Simpkins RLT for Love Parcel)

THIS AGREEMENT is made and entered into this 19<sup>TH</sup> day of JULY, 2023, by and between Genette Simpkins RLT, a Colorado Revocable Living Trust, hereinafter referred to as "Owner," and the TOWN OF GRAND LAKE, a Colorado municipality, hereinafter referred to as "Grand Lake" or "Town."

**WITNESSETH**

WHEREAS, Owner desires to annex to Grand Lake an 8.98 acre property more particularly described on Exhibit A, which is attached hereto, incorporated herein, and made a part hereof (hereafter referred to as "the Property"); and

WHEREAS, Owner has executed a petition to annex the Property, dated January 31, 2023, a copy of which is on file with the Town Clerk; and

WHEREAS, Owner desires to annex the Property into the Town, to subdivide the Property into four (4) lots as shown on Exhibit B, and to zone each lot "Residential Estate" pursuant to the Town Code Section 12-2-9; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into the following Agreement regarding annexation of the Property to the Town and other matters as set forth herein; and

WHEREAS, Owner acknowledges that upon annexation, the Property will be subject to all ordinances, resolutions, and other regulations of the Town of Grand Lake, as they may be amended from time to time; and

WHEREAS, Owner acknowledges the need for conveyances and dedication of certain property, including but not limited to property for rights-of-ways and easements, to Grand Lake as contemplated in this Agreement or the Grand Lake Municipal Code, in connection with annexation, subdivision, or development of the Property.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Incorporation of Recitals. The parties confirm and incorporate the foregoing recitals into this Agreement.
2. Purpose. The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town and to confirm previous discussions between the Parties related to the annexation and the Contract to Buy and Sell Real Estate dated September 28, 2020 previously entered into between the Town and Stanley & Simpkins Investments, LLC. relating to property commonly referred to as the Mathews property, which is adjacent to the Property. Except as expressly provided to the contrary, all terms and conditions are in addition to all requirements concerning annexation, subdivision, and development contained in the Grand Lake Municipal Code, Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, C.R.S. §31-12-101 et seq.
3. Further Acts. Owner agrees to execute promptly upon request of Grand Lake any and all maps, surveys and other documents necessary to accomplish the annexation of the Property and the other provisions of this Agreement. Owner agrees not to sign any other petition for annexation of the Property or any petition for annexation election relating to the Property, except upon request of Grand Lake.
4. Annexation Documents. Owner agrees to provide legal documents, surveys, engineering work, newspaper publications, notices, maps and reports determined by Grand Lake to be necessary to accomplish



annexation, subdivision, and development of the Property.

5. **Zoning and Land Use as Consideration for Annexation.** The Parties recognize that it is the intent and desire of Owner to develop the Property in a manner generally consistent with the zoning and land uses presented in paragraph 10 below, and that the granting of such zoning by the Town of Grand Lake is a material consideration of the Owner’s agreement to annex the Property to the Town. Owner shall take all actions necessary to permit zoning by Grand Lake of the annexed Property within the time prescribed by state statute and Town Code. In the event the Town does not zone the Property in accordance with the uses further described in paragraph 10, then the Town agrees not to oppose disconnection of the Property by the Owner, subject to the requirements of state law.
  
6. **Water Rights Dedication.** Owner shall dedicate water rights as required by Chapter 10 of the Grand Lake Municipal Code.
  
7. **Municipal Services.** Grand Lake agrees to make available to the Property all of the usual municipal services provided by the Town, in accordance with the ordinances and policies of the Town. Owner acknowledges that Town services do not include, as of the date of the execution of this Agreement, fire protection services or emergency medical services, waste water or sewer treatment services.
  
8. **Public Improvements.** Except as specifically provided herein, all required public improvements shall be designed and constructed to Town standards by Owner at Owner’s expense. Owner further agrees to provide financial guarantees for construction and warranty of all required improvements for each phase of the development, and to dedicate to the Town any or all of the improvements as required by Town ordinances. The public improvements and financial guarantees shall be set forth in a Development Agreement between the Town and Owner or other documents deemed acceptable by the Town. Such Development Agreement must be entered into before the earlier of (1) commencement of installation of public utility improvements or (2) issuance of the first building permit for any portion of the Property.
  
9. **Additional Obligations.**
  - a. As a portion of the consideration for the Town’s purchase of the 21-acre Matthew’s property adjacent to the Property, the Town and the Owner agreed to the following, which agreement is hereby confirmed:
    - (1) The Town will duly consider annexing the Property and be responsible for any fees associated with said annexation and the subsequent subdivision of the Property into four or fewer lots;
    - (2) The Town will provide a water tap to Owner at no charge to Owner to be used on the North East lot of the Property;
    - (3) The Town will grant to Owner and record a non-exclusive easement for access and utilities from Foxy Lane and Moose Lane to the Property across property belonging to the Town commonly known as the Matthews property, the location of such to be determined by the Town on or before January 1, 2024; and
    - (4) The parties will construct a road to the Property within the existing County owned Right Of Way immediately south of the Property and continuing through the Property from the South boundary to the North boundary of the Property (“the Roadway ROW”), and coordinate installation of utilities in such roadway as follows:
      - (i) On or before June 1, 2024, the Town shall remove the trees from the center 40 feet of the 60 foot Roadway ROW, and improve such 40 foot area to “rough grade.” Rough grade will include all cut and fills and grading of such 40 foot wide area to within 2 feet of final grade, in compliance with road construction engineering specifications to be obtained



the Town.

- (ii) On or before October 31, 2024, Owner shall complete installation of deep utilities in the Roadway ROW, including installation of water and sewer mains near the center of the Roadway ROW.
- (iii) On or before June 1, 2025, the Town will finish the traveled portions of the Roadway ROW to within 6 inches of final grade.
- (iv) On or before September 1, 2025, Owner will complete installation of all other utilities including gas, electric, phone and cable along one or both of the 10 foot utility easements along the sides of such Roadway ROW.
- (v) Provided Owner completes installation of the public utility improvements, including initial acceptance of such public improvements by the Town, on or before September 1, 2025, the Town agrees to repair, replace, restore or construct the traveled portions of the Roadway ROW to a Class C roadway on or before October 31, 2025.
- (vi) The deadline for either party to complete their respective tasks set forth in subsections (i) through (v) may be extended by written agreement of the parties in the event of adverse weather, supply problems or other unforeseen circumstances.
- (vii) Prior to the earlier of (1) Owner’s commencement of installation of public utility improvements or (2) issuance of the first building permit for any portion of the Property, Owner shall enter into a Development Agreement acceptable to the Town, as provided for in Section 8, above.
- (viii) Any provision of a subsection of this Section 9 to the contrary notwithstanding, and regardless of whether Owner has completed installation of utilities in or near the Roadway ROW, after September 1, 2025, the Town shall have the right but not the obligation to construct such roadway within the Roadway ROW as the Town deems appropriate to provide access to the Town’s adjacent property, known as the Mathews property

b. Owner will record a deed restriction on the Property and each of the four (4) lots to be created as a result of subdividing the Property, within thirty (30) days of the date of approval of the plat creating the four lots, prohibiting the Property or any of the four resulting lots from being further subdivided.

c. Owner shall be responsible for the acquisition, design, construction, implementation, and mitigation of all on site and off site impacts and improvements, with such obligations to be more specifically agreed upon by the parties as part of the Development Agreement provided for in Section 8 above.

10. Zoning and Land Use.

a. It is Owner’s intent and desire to subdivide the Property into four (4) lots, each zoned Residential Estate – RE as set forth in Grand Lake Municipal Code Section 12-2-9.

b. Owner agrees that the design, improvement, construction, and development of the Property described herein shall be in conformance with the Town of Grand Lake requirements, as those requirements exist at the time of site plan or other land development applications.

c. Rezoning Process. Owner has submitted a request to rezone the Property Residential Estate – RE and such request has been processed concurrently with the petition for annexation. This provision does not waive the authority of the Owner or the Town of Grand Lake to initiate rezoning of the land in accordance with the ordinances of the Town of Grand Lake. Land use is subject to the police power and legislative authority of the Town of Grand Lake.

11. Deferred Submittals. The Parties recognize and agree there are several items the Grand Lake Town Code contemplates will be submitted as part of the subdivision process or as part of the final development application prior to approval of the final plat. However, the Parties further recognize that some of those items can safely and reasonably be postponed until a later point in the development process and that their submission at the time of the final plat is unnecessary, so long as they are provided before any physical development of the Property commences. Accordingly, the Parties agree that the submission of the following items are postponed until the filing of the first application for a building permit or other permit to be issued by the Town in connection with development of the Property:

- a. The drawn and graphic information required in the Preliminary Development Application as provided for in Article 12-9 of the Town Code, but in its finalized, detailed form.
- b. Final engineering plans for public roads.
- c. Final engineering plans for utility systems.
- d. Final engineering plans for storm drainage control systems.
- e. Any other data, surveys, analyses, studies, plans, designs, or submissions that are otherwise required as part of the Final Development Application, as provided for in Article 12-9 of the Town Code.

12. Development and Construction in Conformance with all Applicable Laws, Rules, and Regulations. Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with all applicable laws and ordinances and that Owner shall comply with all Town ordinances, resolutions, laws, rules and regulations including without limitation, those pertaining to annexation, development, subdivision, zoning, storm drainage, utilities, streets and roadways, access to Town streets and roadways, and flood control, as those regulations may be amended from time to time.

13. No Repeal of Laws. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the Town’s ordinances or resolutions, or as a waiver of the Town’s legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the Town and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the Town of any tax or fee.

14. Disconnection. No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement, except as expressly provided herein. In the event the Property or any portion thereof is disconnected, Grand Lake shall have no obligation to provide any services of any kind to the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

15. Severability. The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

16. Future Cooperation. The parties agree they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate its purpose and the intent of the parties.



- 17. No Joint Venture or Partnership/No Assumption of Liability. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Town and Owner, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function, or service, nor does it create a joint enterprise, nor does it constitute any party hereto as any agent of another party hereto for any purpose whatsoever. Except as specifically otherwise provided in this agreement, no party shall in any way assume any of the liability of any other party for any act or obligations of the other party.
  
- 18. Amendment. This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded with the County Clerk and Recorder of Grand County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment.
  
- 19. Entire Agreement. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written between the parties.
  
- 20. Owner. As used in the Agreement, the term “Owner” shall include any of the trustees, beneficiaries, heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce this Agreement and shall be subject to the terms of this Agreement, as if they were the original parties thereto. In the event of a transfer of all or any portion of the Property, provided the Town approves such transfer, such approval not to be unreasonably withheld, the transferring Owner shall be relieved of any and all obligations under this Agreement that arise after the date of such transfer with respect to the transferred portions of the Property.
  
- 21. Amendments to Law. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Town ordinance, resolution, regulation, or policy is intended to refer to also include subsequent amendments or revisions to such ordinance, resolution, regulation, or policy, and the parties agree such amendments or revisions shall be binding upon Owner.
  
- 22. Failure to Annex. This Agreement shall be null and void if the Town fails to approve the annexation of the Property.
  
- 23. Breach of Agreement.
  - a. Breach by Owner; Town’s Remedies. In the event of a default or breach by the Owner of any term, condition, covenant, or obligation under this Agreement, the Town may take action, as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship. The Town’s remedies include:
    - (1) The refusal to issue to the Owner any development permit, building permit, certificate of occupancy, or other approval. This remedy shall not affect sales to bona fide purchasers nor be applied to bona fide purchasers (i.e. purchasers of individual lots by persons unrelated to Owner);
    - (2) A demand that the security given for the completion of the public improvements be paid or honored;
    - (3) The refusal to consider further development plans within the Property; and /or
    - (4) Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide the Owner ten (10) days written notice of its intent to take any action under this Paragraph during which ten-day period the Owner may cure the breach described in said notice and prevent further action by the Town.

b. Breach by Town. Parties agree that in the event of a breach by the Town, Owner will have the right to seek all remedies provided by law, except and excluding any claim against the Town for damages or other monetary relief of any kind.

24. General Provisions. Town shall, at no cost to the Town, cooperate with Owner with any filings, applications, approvals, or other administrative procedures with governmental entities other than the Town, which are necessary to allow Owner to fulfill its obligations under this Agreement and to develop the Property in a timely manner. Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the Town’s legislative, governmental or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this agreement prohibit the enactment by the Town of any fee, resolution or ordinance which is of uniform or general application throughout the Town or a specific system or section within the Town.

25. Notice. All notices required under this Agreement shall be in writing and shall be hand delivered, or sent via registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either Party, by notice so given, may change the address to which future notices shall be sent.

Notice to Town: Town of Grand Lake  
Attn: Town Manager  
1026 Park Avenue  
PO Box 99  
Grand Lake, CO 80447

With copy to: Town Attorney  
Town of Grand Lake  
8400 E. Prentice Avenue, Penthouse  
Greenwood Village, CO 80111

Notice to Owner: Genette Simpkin’s RLT  
Attn: Genette Simpkins  
45-238 Kokokahi Place  
Kaneohe, HI 96744

26. Election. Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that to the extent an election would be required pursuant to C.R.S. §31-12-112, as amended, to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns 100 percent of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors’ approval to the annexation and the terms and conditions.

27. Legislative Discretion. The Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the Board of Trustees of the Town of Grand Lake. No assurances of annexation, zoning, or other land use have been made or relied upon by the Owner, except as expressly set forth in this Agreement. In the event that, in the exercise of its legislative discretion, any action with respect to the annexation, zoning or land use approval for the Property, as contemplated herein is not taken, then the Ow



may seek disconnection from the Town in accordance with state law, as may be appropriate and Town agrees not to oppose such disconnection.

28. No Third-Party Rights. This Agreement is made solely for the benefit of the parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

29. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Grand County, Colorado.

30. Headings. The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

31. Governmental Immunity and Indemnification. In the event that any person, corporation, special district, municipal or county government, or any other entity asserts any claim or appeal against the Town, its officials, or employees pursuant to the provisions of the Colorado Municipal Annexation Act, C.R.S., Section 31-12-101, et seq., the Owner agrees to reimburse the Town for all reasonable costs and attorney's fees incurred by the Town in defense of such claims whether or not such defense is successful. The Town shall, at all times, have control over the defense of the Town in such matters and nothing herein shall be construed to require the Town to assert any position which is inappropriate, in the sole judgment of the Town. The Town and Owner shall confer with each other concerning the defense and/or settlement of any such action. By entering into this Agreement, the Town does not waive or intend to waive the protections otherwise afforded to it pursuant to the provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

ATTEST:

TOWN OF GRAND LAKE, COLORADO  
A Municipal Corporation

By: \_\_\_\_\_  
Town Clerk

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

OWNER

By: [Signature] TRUSTEE 7/19/2023  
Signature Title Date

STATE OF COLORADO )  
HAWAII )  
City & COUNTY ) ss.  
Honolulu

SUBSCRIBED AND SWORN to before me this 19th, day of July, 2023, by

Robin S. Nabagawa

WITNESS my hand and official seal.

*[Handwritten Signature]*

Notary Public in and for the State of Colorado; *Hawaii*  
My commission *NPL*



NOTARY PUBLIC CERTIFICATION  
Robin S. Nakagawa First Judicial Circuit  
Doc. Description: DRAFT ANNEXATION  
AGREEMENT General  
Samplings Pt for Love parcel

No. of Pages: 11 Date of Doc. 1/19/23

*[Handwritten Signature]* 1/19/23  
Notary Signature Date  
*Commission Expires 1/21/2025*





**ANNEXATION AGREEMENT  
EXHIBITS**

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- A. Legal Description
- B. Graphic of proposed easements, roads, rights of way, and utilities. (Draft Final Plat)

EXHIBIT A: Legal Description

EXHIBIT B: Graphic of proposed easements, roads, rights of way, and utilities. (Draft Final Plat)