



# Grand Lake Planning Commission

Wednesday, April 03, 2024 at 6:30 PM

Town Hall - 1026 Park Ave. \* Participation In-Person Only\*

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

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## AGENDA

1. Call to Order
2. Roll Call
3. Consideration to approve Meeting Minutes: [Minutes 02/21/2024](#)
4. Unscheduled Citizen Participation  
*This time is reserved for members of the public to make a presentation to the Commission on items or issues that are not scheduled on the agenda. The Commission will not make any decisions on items presented during this time.*
5. Conflicts of Interest
6. Items of Business
  - A.** A Resolution Recommending Approval of a Lot Consolidation of Lots 3 & 4, Block 39, Town of Grand Lake, More Commonly Referred to as 217 Mountain Avenue
  - B.** Review of a 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
  - C.** Review of a 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.
7. Items for Discussion
  - D.** MC code discussion- Item 1 Flat Roof
  - E.** MC code discussion- Item 2 Additional Height Regulations
  - F.** MC code Discussion- Item 3 Public Use
8. Future Agenda Items
9. Adjourn Meeting

For live streaming (listening only) scan the QR code.  
You will not be able to actively participate via the web streaming.



<https://us06web.zoom.us/j/83779056558>

You can also dial in using your phone. 1 (346) 248-7799

Meeting ID: 837 7905 6558



# Grand Lake Planning Commission

Wednesday, February 21, 2024 at 6:30 PM

Town Hall - 1026 Park Ave. \* Participation In-Person Only\*

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

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## AGENDA

1. Call to Order: 6:35 pm

2. Roll Call

PRESENT

Chairman James Shockey

Commissioner John Murray

Commissioner Judy Burke

Commissioner Heather Bishop

Commissioner Greg Finch

Board Liaison Mike Sobon

3. Consideration to approve Meeting Minutes: 02-07-2024

Motion to approve made by Commissioner Murray, Seconded by Commissioner Burke. **6:0**

Voting Yea: Chairman Shockey, Commissioner Murray, Commissioner Burke, Commissioner Bishop, Commissioner Finch, Board Liaison Sobon

4. Unscheduled Citizen Participation

Donna Ready 1033 Grand Ave. Loves the ornamental tree lights. Would like them longer than the holiday season if not year round. Asked to have arrows and words painted on the ground at the intersection of Grand and Hancock for parking and the lake

5. Conflicts of Interest: none

6. Items of Business

**A. PUBLIC HEARING (QUASI-JUDICIAL)** Continued from January 17th, 2024, Consideration to Adopt Resolution 01-2024; A Resolution Considering a Variance to Municipal Code 12-2-29 Regulating Stream and Lake Setbacks Located at Sunnyside Addition to Grand Lake Lot: 18 Block: 1 & A Tract East of Lot 18 to Center of N Inlet also Known as 210 Rapids Lane

Motion made by Commissioner Finch recommending approval as amended with conditions. Seconded by Commissioner Murray. **6:0**

Voting Yea: Chairman Shockey, Commissioner Murray, Commissioner Burke, Commissioner Bishop, Commissioner Finch, Board Liaison Sobon

7. Items for Discussion: NA
8. Future Agenda Items: NA
9. Adjourn Meeting: 8:05pm

Motion to adjourn made by Commissioner Finch, Seconded by Commissioner Murray. **6:0**  
Voting Yea: Chairman Shockey, Commissioner Murray, Commissioner Burke, Commissioner Bishop,  
Commissioner Finch, Board Liaison Sobon

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James Shockey, Chairman

ATTEST:

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Alayna Carrell, Town Clerk



Date: 4/3/2024  
To: Chairman Shockey and Commissioners  
From: Kimberly White, Community Development Director

Re: **Public Hearing (Quasi-Judicial)** Resolution 03-2024; A Resolution Recommending Approval of a Lot Consolidation of Lots 4 & 5, Block 39, Town of Grand Lake, More Commonly Referred to as 217 Mountain Avenue



**Purpose**

The Town has received a lot consolidation request application from James Edward Findlater and Janet Joy Findlater to consolidate two (2) contiguous legal lots into one for real estate tax purposes described in Exhibit 1. This request requires Planning Commission recommendation and Board review.

**Public Hearing Process**

The public hearing should be conducted as follows:

1. Open the Public Hearing
2. Allow staff to present the matter
3. Allow the applicant to address the Commission
4. Take all public comment
5. Close the Public Hearing
6. Have Commission discuss amongst themselves

P.O. BOX 99, GRAND LAKE, COLORADO 80447-0099  
PH. 970/627-3435  
FAX 970/627-9290  
E-MAIL: town@townofgrandlake.com





7. Commission make a motion

### **Municipal Code**

#### *M.C. 12-6-8 (B) Lot Consolidations*

*Any property owner requesting to combine two or more contiguous legal lots in a previously recorded subdivision, planned development, or traditional residential development, which are owned by the same person or entity must apply for a Lot Consolidation to be submitted for review by the Planning Commission and approval by the Board of Trustees.*

- 1. Lot Consolidations are defined as meeting all of the following criteria*
  - a. Affecting property that was previously subdivided into legally recognized lots or parcels*
  - b. Not relocating or reconfiguring previously established lot lines*
  - c. Not resulting in a new lot that had previously been separate lots divided by a public or private road*
  - d. Not creating or resulting in the creation of a lot or parcel of land that would violate or fail to conform to any applicable zoning or other standard or regulation including, but not limited to, lot area, minimum frontage, building height, setbacks, density, public or private road or private drive standards, parking, or access.*
  - e. Not altering public right-of-way or easements reserved for drainage or utilities of any kind located on the combined lots*
- 2. Submittal Requirements*
  - a. The applicant shall provide the following submission materials:*
    - 1. Application Form*
    - 2. Application fee or deposit*
    - 3. Proof of ownership in the form of a deed of title*
    - 4. Project description (narrative) including the following:*
      - a. Detailed description of lot and block numbers, new location of adjusted lot line with project coordinates, and resulting lot acreages*
      - b. Detailed description of type, size, and location of existing structures on all lots.*
    - 5. A list of and addresses for all owners of adjacent property and all owners of easements over, through, or across the property.*
    - 6. Lot Consolidation Plat (24" x 34") prepared by a registered land surveyor and drawn to a scale of no less than 1" = 50' (see 12-9-2 (E) and 12-9-11 (K) for specific items)*
  - 3. Review Procedures*
    - a. The Town Planner will have fourteen (14) days from date of submission to determine completeness. Upon acceptance by the Town Planner for submission completeness, the Lot Consolidation request shall be reviewed by the Planning Commission at the next regularly scheduled public meeting. After receipt of recommendation by the Planning Commission, the Board of Trustees shall review the Lot Consolidation request at their next regularly scheduled public meeting.*

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PH. 970/627-3435  
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E-MAIL: town@townofgrandlake.com



4. Review Criteria

a. The Planning Commission and Board of Trustees shall apply the following review criteria in considering an application. No application shall be approved unless the Board of Trustees determines that all criteria have been met:

1. The combined lot(s) are legal lots as defined in section 12-6-8(A)
2. The combined lot(s) would not subsequently create additional lots other than the resultant lot(s)
3. The lot consolidation would not adversely affect existing access, drainage, utility easements, or rights-of-way
4. \*The lot consolidation would not adversely affect adjacent properties and the property owners' enjoyment of their property
5. Any covenants, deed restrictions, or other conditions of approval that apply to the original lots must also apply to the resultant lot(s)  
\* For regulations governing maximum permitted floor area of structures on properties with combined lots, see sections 12-2-10(C) to 12-2-18(C).

5. Procedure Following Approval

a. Where the Board of Trustees has determined that a proposed Lot Consolidation complies with the requirements of these regulation, the Final Lot Consolidation Plat shall be endorsed by the Chair of the Planning Commission and the Mayor of the Town and thereafter the Town Clerk shall file the approved Plat with the Town and with the Grand County Clerk and Recorder.

6. In Perpetuity

a. Once a Lot Consolidation Plat has been approved, filed, and recorded, the resultant lot(s) are to be considered one (or more) new lot(s), in perpetuity, never to be sold separately or mortgaged separately. Only upon reapplication with the Town to re-subdivide the resultant lot(s) again can these lot(s) be sold or mortgaged separately.

**Staff Comments**

The applicant has provided all of the appropriate submission materials as part of the submission package, including an application fee payment, deed of title, a list of adjacent property owners and easements (none), and a proposed lot consolidation plat (exhibit A). The property complies with all of the requirements for lot consolidation.

Staff believes the applicant meets the criteria for the Planning Commission recommendation in the following ways:

- The combined lots as shown on the proposed plat meet all the attributes as defined under section 12-6-8(A)
- No other lots are created other than the one consolidated lot
- Since nothing is proposed to be built, the lot consolidation would not adversely affect existing access, drainage, utility easements, or rights-of-way

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- There is not any proposed development or access easements, so the lot consolidation would not adversely affect adjacent properties and the property owners' enjoyment of their property.
- No deed restrictions or conditions are listed on the Applicant's warranty. Staff is unaware of any other covenants or restrictions if they exist.

**Suggested Motions For Lot Consolidation Request:**

1. I move to adopt resolution 03-2024, as presented.

Or

2. I move to adopt resolution 03-2024, With The Following Modifications

\_\_\_\_\_.

Or

3. I Move To Deny The Request As Presented.

Jim Findlater  
4248 Kingsbury Drive  
Fort Collins, Colorado 80525  
970.590.7478  
James.E.Findlater@Gmail.com

Town of Grand Lake  
Planning Department  
PO Box 99  
1026 Park Avenue  
Grand Lake, CO 80447  
Attn: Ms. Kim White

March 14, 2024

Re: Lot Consolidation, 217 Mountain Ave., Grand Lake, CO

Dear Ms. White:

Enclosed please find the following submission materials provided in connection with our request for consolidation of Lots 4 & 5, Block 39, Town of Grand Lake, Reception No. 9066:

1. Completed Application Form
2. Application Deposit, \$350.00
3. Proof of Ownership – Warranty Deed
4. Project description – see below
5. List of addresses for adjacent property owners
6. Lot Consolidation Plat prepared by Tim Shenk Land Surveying, Inc.

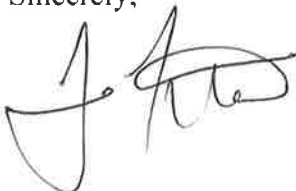
As a result of a recent change in Colorado law, we are interested in consolidating our 2 lots to ensure that the consolidated lot will be assessed for real estate tax purposes as residential. No changes to the property or its use are otherwise planned.

The street address of the property is 217 Mountain Avenue, Grand Lake, CO, and the property currently consists of Lots 4 & 5, Block 39, Town of Grand Lake. There are 3 structures on the property: (1) a residential cabin on Lot 4, 782 sq. ft. of gross living area above grade; (2) a work / storage shed, behind and to the northwest of the cabin, 150 sq. ft., and (3) a rarely used outhouse, 5' x 7' on concrete slab, behind and to the north of the cabin.

As the enclosed Survey discloses, the only change to the lot lines will be the elimination of the current common lot line between / dividing Lots 4 & 5.

Please contact me with any questions or concerns.

Sincerely,



WARRANTY DEED

THIS DEED, made this 31st day of July, 2017, between

ARTHUR D. LLOYD AND VANESSA K. LLOYD, IN JOINT TENANCY  
whose address is 21 Birmingham Court, Highlands Ranch, CO 80130-3944, GRANTOR(S), and

JAMES EDWARD FINDLATER AND JANET JOY FINDLATER  
whose address is 4248 Kingsbury Drive, Fort Collins, CO 80525, GRANTEE(S):

WITNESS, that the grantor(s), for and in consideration of the sum of TWO HUNDRED NINETY THOUSAND AND 00/100 DOLLARS (\$290,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, grantee's heirs and assigns forever, not in tenancy in common but IN JOINT TENANCY, all the real property, together with improvements, if any, situate, lying and being in the County of Grand and State of Colorado, described as follows:

Lots 4 and 5,  
Block 39,  
TOWN OF GRAND LAKE

also known by street and number as: 217 Mountain Avenue, Grand Lake, CO 80447

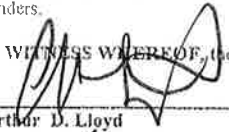
TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appurtenant, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, grantee's heirs and assigns forever. The grantor, for the grantor, grantor's heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantee, grantee's heirs and assigns, that at the time of the ensembling and delivery of these presents, grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except general taxes for the current and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, grantee's heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

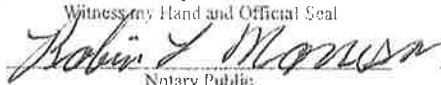
X   
Arthur D. Lloyd

X   
Vanessa K. Lloyd

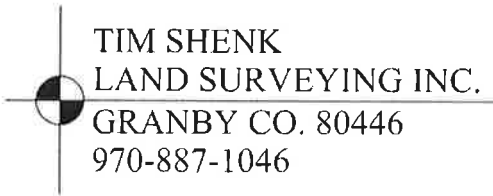
X State of Colorado )  
County of Boulder )

The foregoing instrument was acknowledged, subscribed and sworn to before me this 28<sup>th</sup> day of July, 2017 by Arthur D. Lloyd and Vanessa K. Lloyd

My Commission Expires: 9/15/18

  
Notary Public





2/27/2024

## Mailing List

**COAN, MICHAEL G & HOLLY L**  
760 KOHLOR DR  
LAFAYETTE , CO 80026-2688

**BAKER, THE FAMILY REV LIVING TRUST DTD 2/20/17**  
7735 SAN DIEGO ST  
BEAUMONT, TX 77708-2116

**EPPICH, DANIEL C & ROBERT C**  
1229 E JAMISON AVE  
CENTENNIAL, CO 80122-3040

**CARLSON, PAUL E & SUSAN K**  
679 BRENNAN CIR  
ERIE, CO 80516-7045

**MEADOR, LAURIE L**  
PO BOX 1992  
SILVERTHORNE, CO 80498-1992

**HESTER, KAREN**  
12-7059 HOKUIMOIMO ST #45  
PAHOA, HI 96778-7875

**HIGHT DAVID BRENT**  
230 RIDGE RD  
BOULDER, CO 80303-4843

**RTA GRAND LAKE LODGE, LLC &**  
6191 STATE HIGHWAY 161 STE 100  
IRVING, TX 75038-2290

**RESUBDIVISION /LOT CONSOLIDATION PLAT,  
AMENDED LOT 5, BLOCK 39, TOWN OF GRAND LAKE**  
BEING A CONSOLIDATION OF LOTS 4 & 5, BLOCK 39, TOWN OF GRAND LAKE, RECEPTION NO. 9066  
PART OF SECTION 6, TOWNSHIP 3 NORTH, RANGE 75 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO  
OWNERSHIP VESTED BY WARRANTY DEED, RECEPTION NO. 2017005939  
#217 MOUNTAIN AVENUE

**DEDICATION**

KNOW ALL MEN BY THESE PRESENTS: THAT JAMES EDWARD FINDLATER AND JANET JOY FINDLATER ARE THE OWNERS OF THAT REAL PROPERTY SITUATED IN THE TOWN OF GRAND LAKE, COLORADO, MORE FULLY DESCRIBED AS FOLLOWS:

LOTS 4 AND 5, BLOCK 39, TOWN OF GRAND LAKE

THAT THEY HAVE CAUSED SAID REAL PROPERTY TO BE LAID OUT AND SURVEYED AS RESUBDIVISION / LOT CONSOLIDATION PLAT, AMENDED LOT 5, BLOCK 39, TOWN OF GRAND LAKE AND DO HEREBY DEDICATE AND SET APART ALL OF THE STREETS, ALLEYS, AND OTHER PUBLIC WAYS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER, AND DO HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE INDICATED AS EASEMENTS ON THE ACCOMPANYING PLAT AS EASEMENTS.

IN WITNESS WHEREOF JAMES EDWARD FINDLATER HAS CAUSED HIS NAME TO BE HEREINTO SUBSCRIBED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

JAMES EDWARD FINDLATER

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY JAMES EDWARD FINDLATER.

WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

IN WITNESS WHEREOF JANET JOY FINDLATER HAS CAUSED HER NAME TO BE HEREINTO SUBSCRIBED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

JANET JOY FINDLATER

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY JANET JOY FINDLATER.

WITNESS MY HAND AND OFFICIAL SEAL.  
MY COMMISSION EXPIRES: \_\_\_\_\_

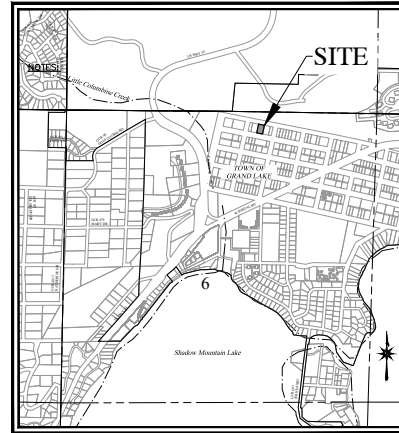
NOTARY PUBLIC

**TOWN BOARD OF TRUSTEES CERTIFICATE:**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, BY THE BOARD OF TRUSTEES, GRAND LAKE, COLORADO. THIS APPROVAL DOES NOT GUARANTEE THAT THE SIZE OR SOIL OR FLOODING CONDITIONS OF ANY LOT SHOWN HEREON ARE SUCH THAT A BUILDING PERMIT SHALL BE ISSUED. THIS APPROVAL IS WITH THE UNDERSTANDING THAT ALL EXPENSES INVOLVING NECESSARY IMPROVEMENTS FOR ALL UTILITY SERVICES, STREET IMPROVEMENTS, PAVING, GRADING, LANDSCAPING, CURBS, GUTTERS, STREET LIGHTS, STREET SIGNS, AND SIDEWALKS SHALL BE FINANCED BY OTHERS AND NOT THE TOWN OF GRAND LAKE. ALSO, THAT THE TOWN OF GRAND LAKE DOES NOT ASSUME ANY RESPONSIBILITY FOR THE CORRECTNESS OR ACCURACY OF ANY INFORMATION DISCLOSED ON THIS PLAT NOR ANY REPRESENTATIONS OR INFORMATION PRESENTED TO THE TOWN WHICH INDUCED THE TOWN TO GIVE THIS CERTIFICATE.

ATTEST

TOWN CLERK \_\_\_\_\_ MAYOR \_\_\_\_\_



**NOTES:**

- THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS SURVEY:  
A. GRAND COUNTY RECORDS, PLAT OF TOWN OF GRAND LAKE, RECEPTION 8966.  
B. GRAND COUNTY RECORDS, MINOR SUBDIVISION/LOT CONSOLIDATION PLAT, AMENDED LOT 7, BLOCK 39, RECEPTION NO. 201900035.
- TIM SHENK LAND SURVEYING, INC. RELIED UPON TITLE POLICY NO. \_\_\_\_\_ DATED \_\_\_\_\_ ISSUED BY \_\_\_\_\_ AS AN AGENT FOR \_\_\_\_\_ FOR RECORD INFORMATION REGARDING EASEMENTS AND/OR RIGHTS OF WAY.
- FIELDWORK PERFORMED NOVEMBER 20, 2023 THRU DECEMBER 6, 2023 AS NECESSARY.
- THE SUBJECT PROPERTY IS CURRENTLY ZONED BY THE TOWN OF GRAND LAKE AS SINGLE FAMILY RESIDENTIAL - HIGH DENSITY AND IS INCLUDED IN THE THREE LAKES DESIGN REVIEW AREA. SETBACKS PER TOWN OF GRAND LAKE:  
FRONT = 25'  
SIDE = 15'  
REAR = 10'
- BASIS OF BEARINGS IS N12-06-35-E ALONG THE WESTERLY LINE OF AMENDED LOT 5, BLOCK 39 AS EVIDENCED BY A FOUND SPIKE AT THE SOUTHWESTERLY CORNER AND NORTHWESTERLY CORNER THEREOF, WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE THERETO. SAID BEARING IS DERIVED FROM THE MINOR SUBDIVISION LOT CONSOLIDATION PLAT OF AMENDED LOT 7, BLOCK 39, RECEPTION NO. 201900035.
- DISTANCES ARE EXPRESSED IN U.S. SURVEY FEET AND DECIMALS THEREOF.
- NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY LEGAL ACTION BE BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

**LAND SURVEYOR'S CERTIFICATE:**

I, TIMOTHY R. SHENK, A DULY LICENSED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THIS RESUBDIVISION/LOT CONSOLIDATION PLAT REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. SAID PLAT IS PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND COMPLIES WITH THE REQUIREMENTS OF TITLE 38, ARTICLE 51, COLORADO REVISED STATUTES, 1973. THE MONUMENTS REQUIRED BY SAID STATUTE HAVE BEEN PLACED IN THE GROUND. IT IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

TIMOTHY R. SHENK, COLORADO P.L.S. 31942  
PREPARED ON BEHALF OF TIM SHENK LAND SURVEYING, INC.

**PLANNING COMMISSION CERTIFICATE:**

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, TOWN PLANNING COMMISSION, GRAND LAKE, COLORADO.

CHAIRMAN \_\_\_\_\_

**CLERK'S CERTIFICATE:**

STATE OF COLORADO )  
TOWN OF GRAND LAKE ) SS

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ (P/A)M., MONTH \_\_\_\_\_, DATE \_\_\_\_\_, 20\_\_\_\_, A.D., AND IS DULY RECORDED.

TOWN CLERK \_\_\_\_\_

TIM SHENK  
LAND SURVEYING, INC.  
P.O. BOX 1670  
GRANBY, CO 80446  
(970) 887-1046

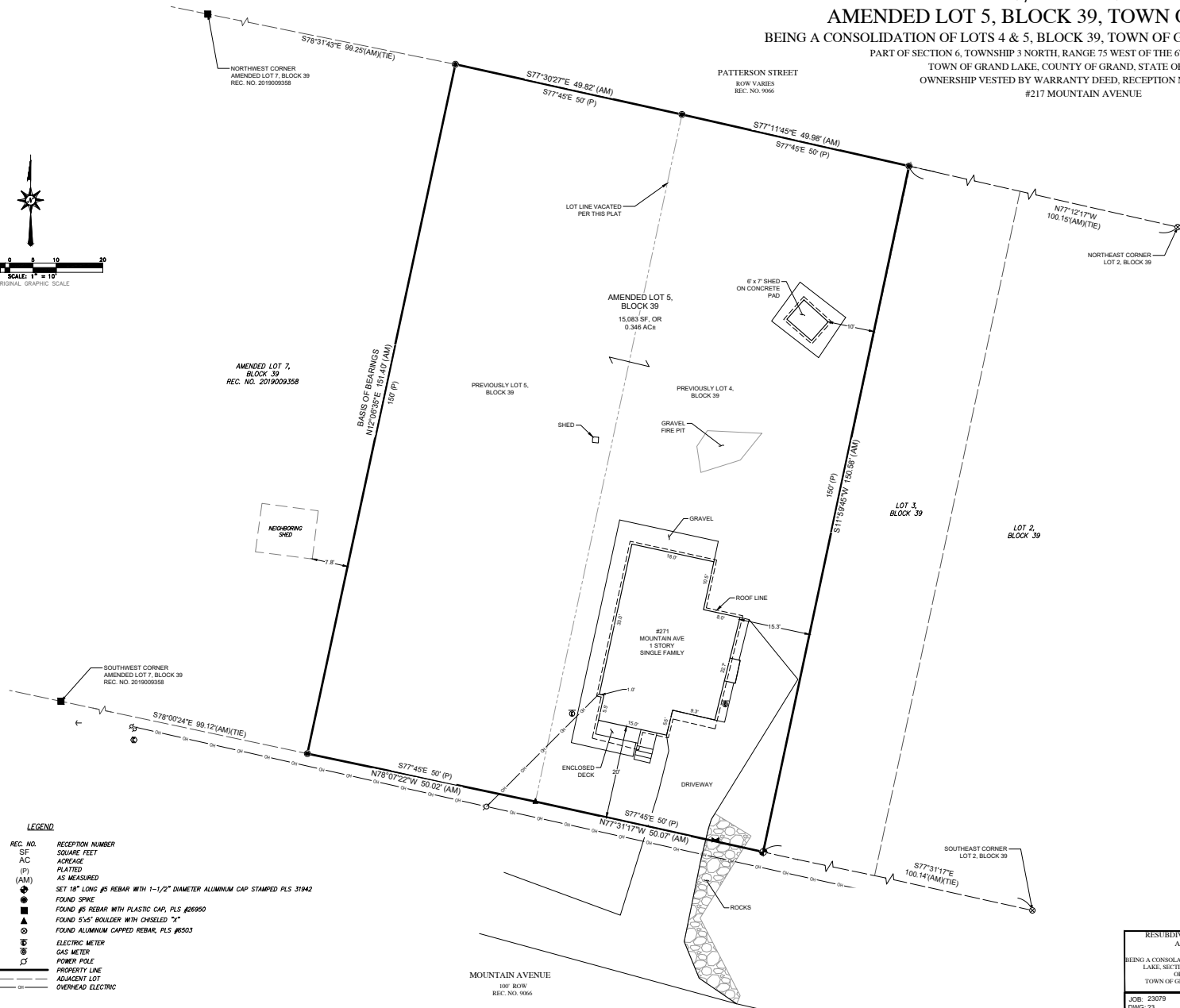
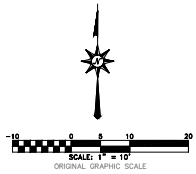
RESUBDIVISION/LOT CONSOLIDATION PLAT  
AMENDED LOT 5, BLOCK 39,  
TOWN OF GRAND LAKE  
BEING A CONSOLIDATION OF LOTS 4 & 5, BLOCK 39, TOWN OF GRAND  
LAKE, SECTION 6, TOWNSHIP 3 NORTH, RANGE 75 WEST  
OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF GRAND LAKE, GRAND COUNTY, COLORADO  
#217 MOUNTAIN AVENUE

|                       |                                    |                                  |                                |
|-----------------------|------------------------------------|----------------------------------|--------------------------------|
| JOB: 23079<br>DWG: 23 | SCALE: 1" = 20'<br>CRD: 23079_FLAT | DATE: 02/14/2023<br>CHECKED: TRS | DRAWN BY: JAN<br>SHEET: 1 OF 2 |
|-----------------------|------------------------------------|----------------------------------|--------------------------------|

\\snp01\proj\23079\DWG\23079\_FLAT.dwg 1/24/2024 8:30 AM



**RESUBDIVISION /LOT CONSOLIDATION PLAT,  
AMENDED LOT 5, BLOCK 39, TOWN OF GRAND LAKE**  
BEING A CONSOLIDATION OF LOTS 4 & 5, BLOCK 39, TOWN OF GRAND LAKE, RECEPTION NO. 9066  
PART OF SECTION 6, TOWNSHIP 3 NORTH, RANGE 75 WEST OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO  
OWNERSHIP VESTED BY WARRANTY DEED, RECEPTION NO. 2017005939  
#217 MOUNTAIN AVENUE



**LEGEND**

- REC. NO. RECEPTION NUMBER
- SF SQUARE FEET
- AC ACREAGE
- (P) PLATTED
- (AM) AS MEASURED
- SET 18" LONG #5 REBAR WITH 1-1/2" DIAMETER ALUMINUM CAP STAMPED PLS 31942
- FOUND S/WNE
- FOUND #5 REBAR WITH PLASTIC CAP, PLS #06950
- FOUND 5'x5' BOULDER WITH CHESELED "X"
- FOUND ALUMINUM CAPPED REBAR, PLS #6503
- ELECTRIC METER
- GAS METER
- POWER POLE
- PROPERTY LINE
- ADJACENT LOT
- OVERHEAD ELECTRIC

MOUNTAIN AVENUE  
100' ROW  
REC. NO. 9066

TIM SHENK  
LAND SURVEYING, INC.  
P.O. BOX 1670  
GRANDY, CO 80446  
(970) 887-1046

RESUBDIVISION/LOT CONSOLIDATION PLAT  
AMENDED LOT 5, BLOCK 39,  
TOWN OF GRAND LAKE  
BEING A CONSOLIDATION OF LOTS 4 & 5, BLOCK 39, TOWN OF GRAND  
LAKE, SECTION 6, TOWNSHIP 3 NORTH, RANGE 75 WEST  
OF THE 6TH PRINCIPAL MERIDIAN,  
TOWN OF GRAND LAKE, GRAND COUNTY, COLORADO  
#217 MOUNTAIN AVENUE

JOB: 23079  
DWG: 23

SCALE: 1" = 20'  
CRD: 23079\_PLAT

DATE: 02/14/2023  
CHECKED: TRS

DRAWN BY: JAN  
SHEET: 2 OF 2

**TOWN OF GRAND LAKE  
PLANNING COMMISSION  
RESOLUTION NO. 03-2024**

**A RESOLUTION RECOMMENDING APPROVAL OF A LOT CONSOLIDATION OF  
LOTS 3 & 4, BLOCK 39, TOWN OF GRAND LAKE, MORE COMMONLY REFERRED  
TO AS 217 MOUNTAIN AVENUE**

**WHEREAS**, James Edward Findlater and Janet Joy Findlater (the “Applicant”) are the owners of certain real property located within the Town of Grand Lake, more particularly described as follows:

Lot 3 & 4, Block 39, Town of Grand Lake, Grand Lake, Colorado, also known as: 217 Mountain Avenue, Grand Lake, Colorado 80447 (the “Property”); and

**WHEREAS**, the Applicant has submitted an application seeking approval of a lot consolidation (“the Application”), pursuant to Section 12-6-8(B) of the Town Code; and

**WHEREAS**, Section 12-6-8(B)(4) of the Town Code provides that the Planning Commission and the Board of Trustees are to apply the following criteria in considering an application to consolidate lots:

1. The combined lots are legal lots as defined in section 12-6-8(A)(1).
2. The combined lots would not subsequently create additional lots other than the resultant lots.
3. The consolidation would not adversely affect existing access, drainage, utility easements, or rights-of-way.
4. The lot consolidation would not adversely affect adjacent properties and the property owners’ enjoyment of their property.
5. Any covenants, deed restrictions, or other conditions of approval that apply to the original lots must also apply to the resultant lots.

**WHEREAS**, following proper notice, the Application was presented to and considered by the Planning Commission at its regular meeting on April 3rd, 2024; and

**WHEREAS**, staff has recommended approval of the Application; and

**WHEREAS**, based on the Application, the representations of the Applicant to the Planning Commission and the comments of the public, the Planning Commission finds:

1. The combined lots are legal lots as defined in section 12-6-8(A)(1).
2. The combined lots would not subsequently create additional lots other than the resultant lots.
3. The consolidation would not adversely affect existing access, drainage, utility easements, or rights-of-way.
4. The lot consolidation would not adversely affect adjacent properties and the property owners’ enjoyment of their property.
5. Any covenants, deed restrictions, or other conditions of approval that apply to the original lots must also apply to the resultant lots.

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

- 1. The Planning Commission recommends that the Application be approved by the Board of Trustees subject to the conditions set forth in Section 2, below.
- 2. The Planning Commission’s recommendation for approval is based on the Applicant satisfying the following conditions. Unless specified otherwise, such conditions should be satisfied before the matter is considered by the Board of Trustees:
  - a. Payment by Applicant of all legal, engineering and administrative fees incurred by the Town in connection with review, processing, consideration and approval of the Application
  - b. Compliance by the Applicant with all representations made to the Planning Commission during all public hearings or meetings related to the Application
  - c. The resultant lot is to be considered one new lot in perpetuity, never to be sold or mortgaged separately without the reapplication and approval from the Town to re-subdivide. This limitation shall be noted on the face of the Lot Consolidation Plat prior to recording.
- 3. Severability: If any Article, Section, paragraph, sentence, clause, or phrase of this Resolution is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Resolution. The Planning Commission declares that it would have passed this Resolution and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.
- 4. Repeal: Existing resolutions or parts of resolutions covering the same matters as embraced in this Resolution are hereby repealed and all resolutions or parts of resolutions inconsistent with the provisions of this Resolution are hereby repealed.

**DULY MOVED, SECONDED, AND APPROVED BY THE PLANNING COMMISSION OF THE TOWN OF GRAND LAKE, COLORADO, THIS 3rd DAY OF APRIL, 2024.**

( S E A L )

Votes Approving:  
 Votes Opposed:  
 Absent:  
 Abstained:

ATTEST:

TOWN OF GRAND LAKE

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

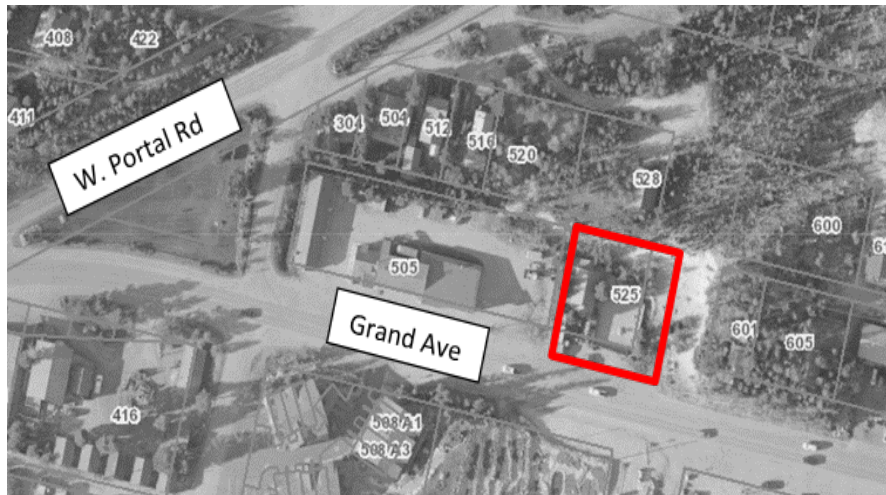
\_\_\_\_\_  
 James Shockey  
 Planning Commission Chairman



April 3rd, 2024

To: Chairman Shockey and Planning Commissioners  
From: Kim White, Community Development Director

RE: Review of a 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.

**Background**

Applications 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 will present the application to the Planning Commission, at which point the Planning Commission shall either formulate a recommendation to the Board of Trustees, or they will schedule a public hearing.

**Municipal Code Procedure:**

- (a) Procedure Before the Planning Commission. The applicant may propose a Conditional Use Permit request by submitting, to Town Staff, written material outlining the proposed use.

Included in this narrative should include (but not be limited to: operational hours and functions, management responsibilities, assessed neighborhood compatibility and impact). Written material must be accompanied by supporting documentation, including (if applicable) but not limited to:



- 1. A site plan depicting the layout of the structure with the proposed use, ingress and egress point, parking and vehicular ingress and egress points, snow storage, trash receptacles, and any other item that may be pertinent to the site plan of the property and proposed use.
- 2. *Landowner or Homeowners Association approval.*
  - (i) Application and supporting materials, including a CD of all drawings in PDF format, must be submitted at least twenty-one (21) days prior to the next regular Planning Commission meeting. Within fourteen (14) days, staff will determine if the submitted application, and supplemental materials, are complete and schedule the Conditional Use Permit request for the next Planning Commission. The Planning Commission shall either:
    - 1. Formulate a recommendation concerning the Conditional Use including such terms and conditions as it may deem necessary and appropriate. The recommendation shall be placed on the next agenda of the Board of Trustees, or
    - 2. Schedule a Public Hearing for a later date but no sooner than twenty-eight (28) days from receipt of the application. At least fifteen (15) days prior to the scheduled date, Town Staff shall cause a legal notice to run in a local newspaper of general circulation advertising the time, date, and location of the CUP Public Hearing and certified letters to be mailed to all property owners within two hundred (200') feet of any portion of the property proposed for the SUP indicating the time, date, and location of the CUP Public Hearing.

**Commissioner Discussion:**

**Commissioners need to determine at this point whether they would like to request a public hearing for this item. If so, Make a motion to do so. If not, move forward by discussing the following items (ii-iv) to make a recommendation to the Board.**

- 3. After taking evidence in relation to said Condition Use application, the Planning Commission shall formulate a recommendation, including such terms and conditions as it may deem necessary and appropriate. The recommendation shall be placed on the next agenda of the Board of Trustees.
  - (i) The Planning Commission shall take the following factors into consideration prior to making 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. (see attachment #4 for comprehensive plan section for econ. develop.)
  - (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. (attachment 5 for comp plan character)
  - (iv) 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. (attachment 2)



**Staff Comments:**

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 12)
- management responsibilities (2.pdf page 52)
- assessed neighborhood compatibility and impact (2.pdf page 46,49)
- Signage (2.pdf document page 12, 28)
- layout of the structure with the proposed use, ingress and egress point (1.site plan)
- parking and vehicular ingress and egress points (1.site plan)
- snow storage (1.site plan)
- Landowner or Homeowners Association approval (2.pdf, page 3 lease agreement)
- trash receptacles (2.pdf plan discussed, not shown on site plan)
- specific businesses landowners or other interested parties to be notified (only required during a public hearing)

**Suggested Motions:**

1. **I motion to have staff prepare a Public Hearing to consider the conditional use permit for Verts Grand Lake, LLC.**
- Or**
2. **I move to recommend 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**
-



# 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: drowland.am@gmail.com  
Address: 11922 W. 27th Drive Phone: 303-579-7573  
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



*[Faint handwritten text, possibly a signature or scribble]*

# Verts Neighborhood Dispensary

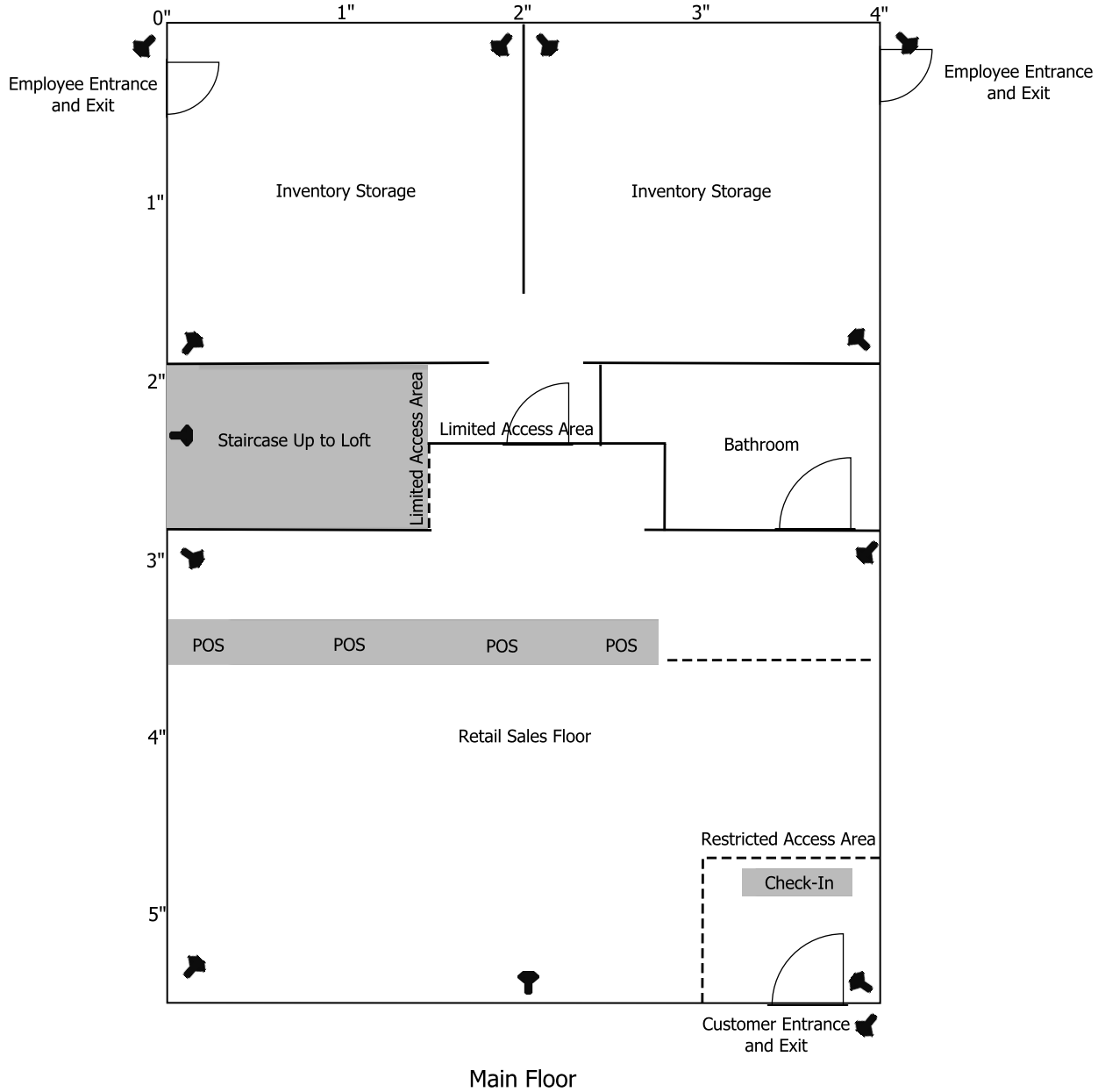
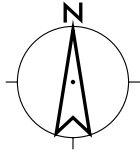
525 Grand Lake Ave, Grand Lake, CO

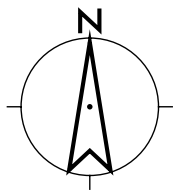
State License: TBD

City License: TBD

Cameras : 17

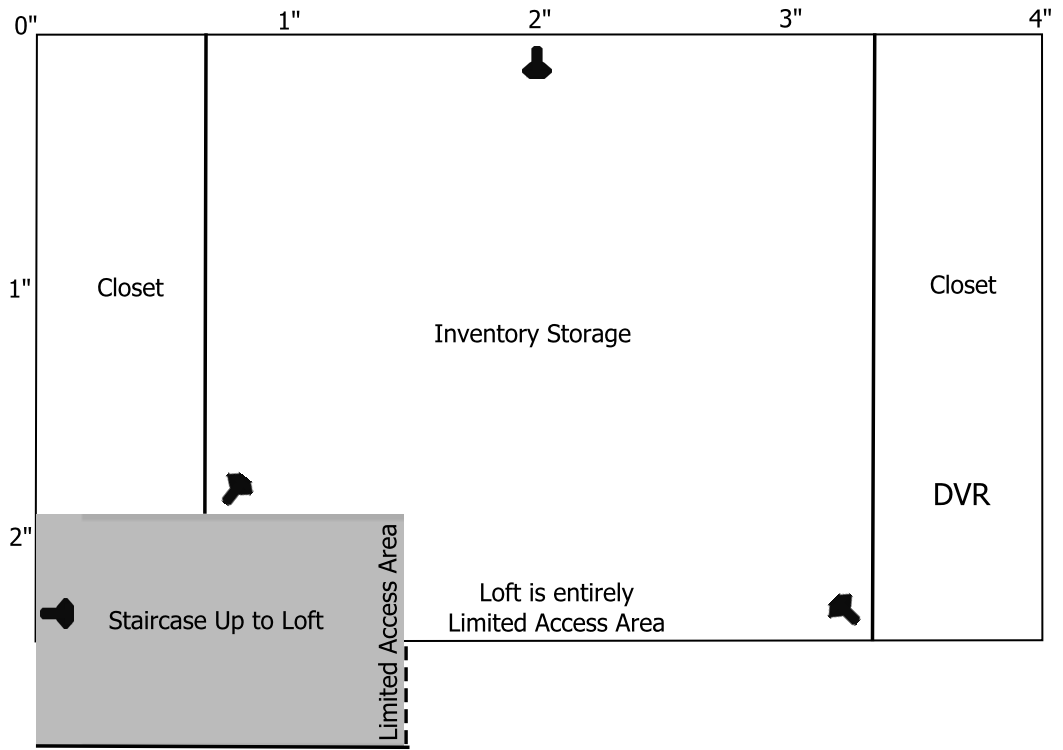
1 in ~ 6 ft





# Verts Neighborhood Dispensary

1 in ~ 6 ft



Loft

**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.

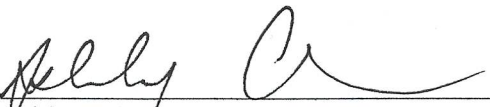
12. This lease is subject to any mortgage or deed of trust currently on the property or which may be made against the property at any time in the future. The Tenant agrees to sign any documents necessary to subordinate this Lease or a mortgage or deed of trust for the Landlord.
13. In the event any legislation, 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.

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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.

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## 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 Staffing Plan

## 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,

A handwritten signature in black ink that reads "Dominique Mendiola".

Dominique Mendiola  
Senior Director

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

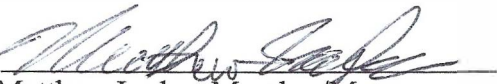
and property damage coverage, covering all Tenants' business operations in the amount of \$1,000,000 with the Landlord named as a co-insured party. Tenant agrees to furnish Landlord copies of the insurance policies and to not cancel without notifying the Landlord in advance. Tenant agrees to provide 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



**SITE LOCATION**  
NO SCALE

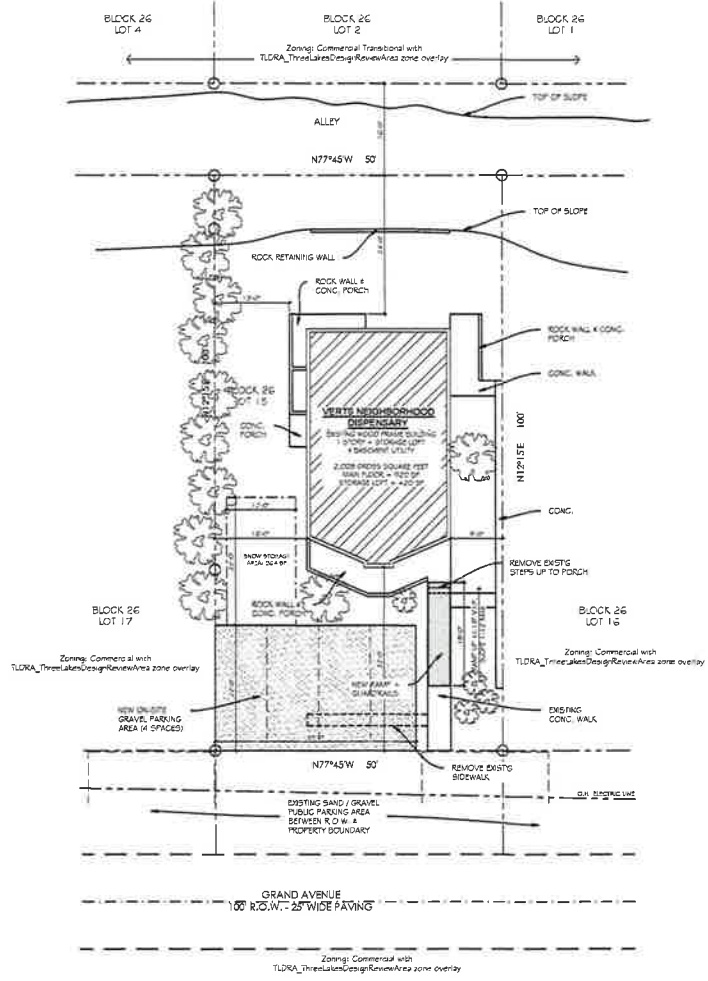


**SITE AERIAL**  
NO SCALE

# VERTS NEIGHBORHOOD DISPENSARY

525 GRAND AVE, GRAND LAKE, CO

CONDITIONAL USE PERMIT APPLICATION



**ARCHITECTURAL SITE PLAN**

SCALE: 1" = 20'-0"

NOTE: SITE ELEMENTS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE. PATCH/PORF AS PROVIDED.

### 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 (margana dispensary)  
 - CHANGE OF USE & OCCUPANCY

**EXISTING CONSTRUCTION TYPE:** V-B

### PARKING

**PER TOWN OF GRAND LAKE ZONING ORDINANCE 12-2-20 - 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 35'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:** 11930414022  
**Schedule No:** R313157  
**Legal:** GRAND LAKE Lot: 15 Block: 26  
 525 GRAND AVE  
**Address:** WITHIN TOWN OF GRAND LAKE  
 Commercial with TLDR - Three Lakes  
 Design Review Area zone overlay  
**Zoning:**

### EXTERIOR NOTES

- EXISTING BUILDING ELEMENTS AND FINISHES TO REMAIN
- PATCH/REPAIR AS NECESSARY
- NEW PATCH/REPAIR TO REMAIN UNLESS NOTED OTHERWISE
- SITE ELEMENTS ARE EXISTING TO REMAIN UNLESS NOTED OTHERWISE
- FINISHES, PAINTING AND STRIPING AS INDICATED ON ARCHITECTURAL SITE PLAN.



**EXISTING BUILDING PHOTO**



**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.arn@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



ARCHITECT:  
JESSICA ANN MARJI  
RA NCARB

PROJECT:  
VERTS Neighborhood  
Dispensary

LOCATION:  
525 GRAND AVE  
GRAND LAKE, CO

CLIENT:  
JesseTheDog LLC  
Matthew Ingles  
JesseTheDogLLC@gmail

Alexander Close  
alexander.m.close@gmail.com

Daniel Rowland  
drowland.drv@gmail.com

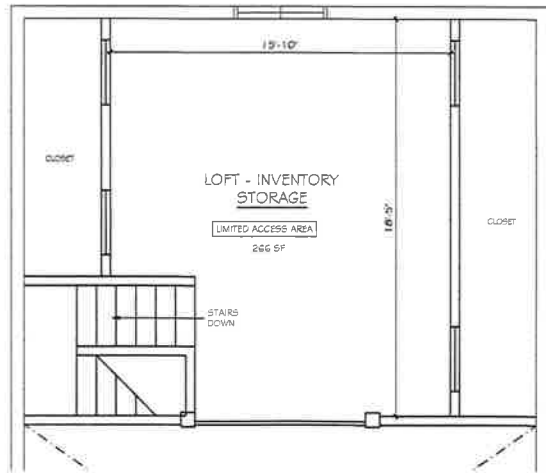
SHEET TITLE:  
Floor Plans

ISSUED:  
• 03/18/2024 ISSUED  
FOR C.U.P.

DO NOT SCALE PRINTS USE  
FIGURED DIMENSIONS ONLY

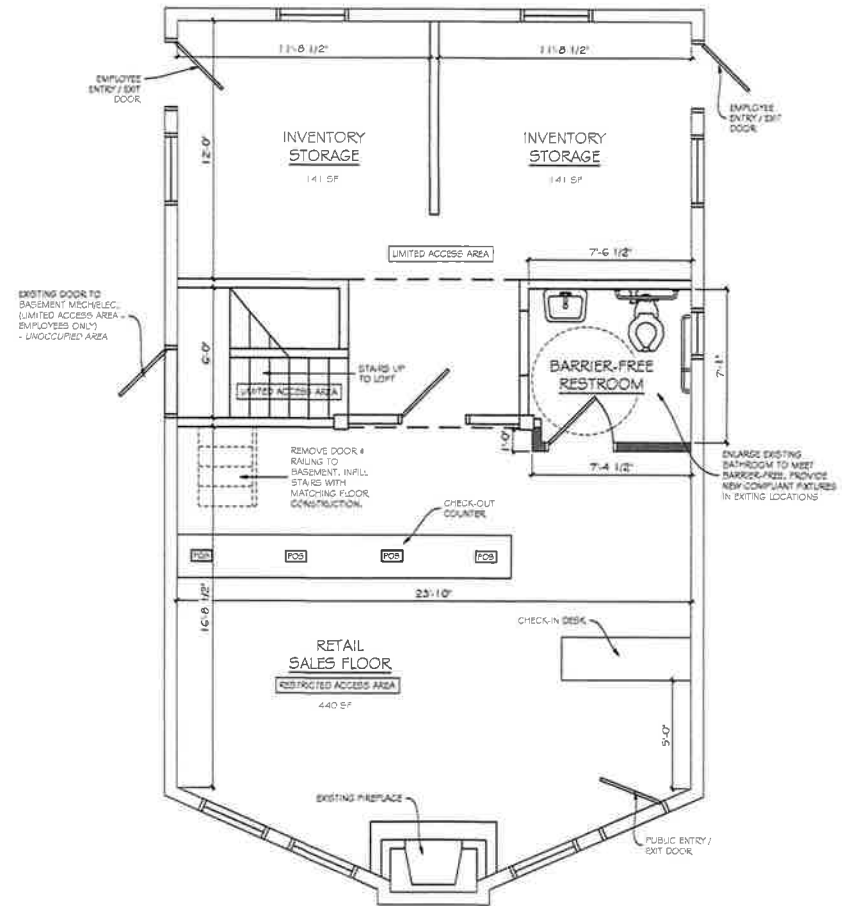
PROJECT NO.  
24009

SHEET NO.  
A.101



FLOOR PLAN - LOFT  
SCALE: 1/4" = 1'-0"  
420 REV

| OCCUPANCY (PER MBC TABLE 1004.1.2)                 |                               |            |           |       |   |  |
|--|-------------------------------|------------|-----------|-------|---|--|
| INTERIOR BUILD-OUT IN EXISTING COMMERCIAL BUILDING |                               |            |           |       |   |  |
| BUILDING CONSTRUCTION TYPE                         | TYPE V-B (EXISTING)           |            |           |       |   |  |
| INTERIOR CONSTRUCTION TYPE                         | TYPE V-B (NEW-SPRINKLED)      |            |           |       |   |  |
| BUILDING USE GROUP                                 | M (MERCANTILE)                |            |           |       |   |  |
| TOTAL BUILDING AREA                                | 4,009 SQ.FT. (GROSS FEE)      |            |           |       |   |  |
| TOTAL USABLE AREA                                  | 1,806 NET SQUARE FEET (GROSS) |            |           |       |   |  |
| USE/SPACE NAME                                     | AREA                          | OCCUPANCY  | SF / OCC  | # OCC |   |  |
| RETAIL SALES AREA                                  | 440 SF                        | MERCANTILE | 60 GROSS  | 7     |   |  |
| STORAGE  | 840 SF                        | STORAGE    | 300 GROSS | 2     |   |  |
| TOTAL MAXIMUM CALCULATED OCCUPANTS:                |                               |            |           |       | 9 |  |



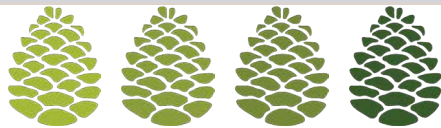
FLOOR PLAN - MAIN LEVEL  
SCALE: 1/4" = 1'-0"  
420 REV





# 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.”

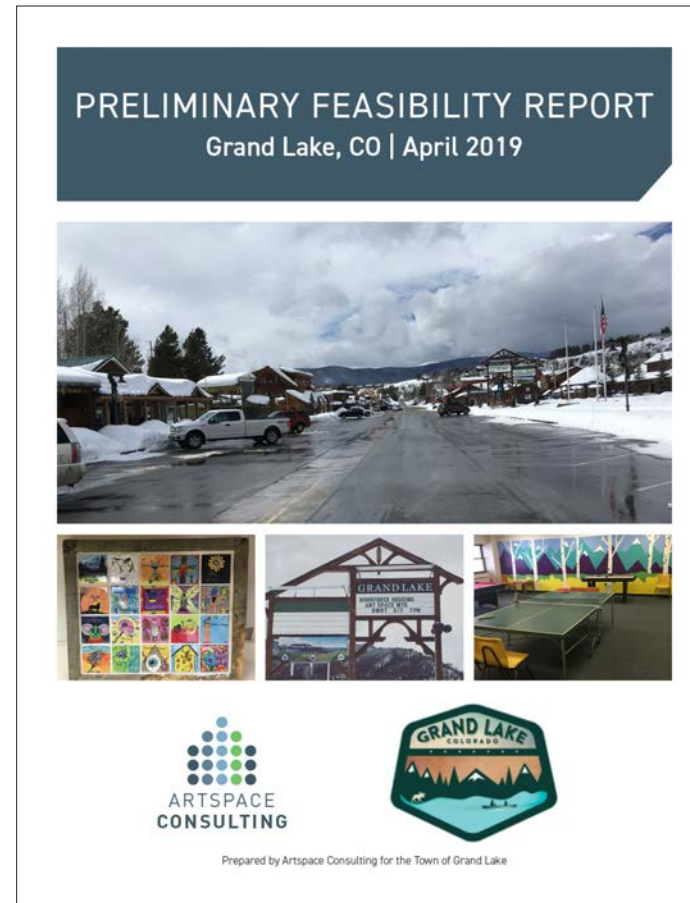


Snowmobiling in Grand Lake area 15

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.

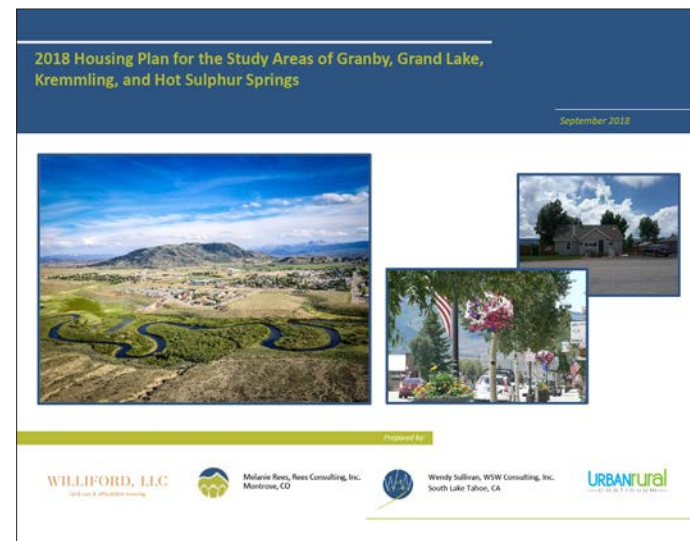
In 2018, Colorado Creative Industries (CCI) certified Grand Lake as a creative district, with access to the resources of “Space to Create”, a workforce housing program. A preliminary feasibility report completed in 2019 identified multiple sites in Grand Lake for a potential Artspace workforce housing 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

- |            |                                |
|------------|--------------------------------|
| 1          | Russell + Mills Studios        |
| 2          | grandlakehistory.org           |
| 3          | mountainlake.com               |
| 4          | mountainlake.com               |
| 5          | mountainlake.com               |
| 6          | mountainlake.com               |
| 7          | mountainlake.com               |
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| 9          | historycolorado.org            |
| 10         | tripadvisor.com                |
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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.

# Plan Theme: An Authentic Place

**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.  |

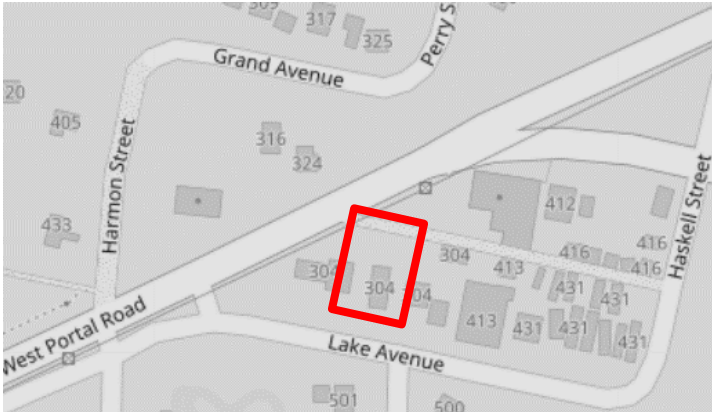




April 3rd, 2024

To: Chairman Shockey and Planning Commissioners  
From: Kim White, Community Development Director

RE: Review of a 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.

**Background**

Per municipal code 12-2-31 (B) staff will present the application to the Planning Commission, at which point the Planning Commission shall either formulate a recommendation to the Board of Trustees, or they will schedule a public hearing.

**Municipal Code Procedure:**

- (a) Procedure Before the Planning Commission. The applicant may propose a Conditional Use Permit request by submitting, to Town Staff, written material outlining the proposed use.
  - Included in this narrative should include (but not be limited to: operational hours and functions, management responsibilities, assessed neighborhood compatibility and impact). Written material must be accompanied by supporting documentation, including (if applicable) but not limited to:
    1. A site plan depicting the layout of the structure with the proposed use, ingress and egress point, parking and vehicular ingress and egress points, snow storage, trash receptacles, and any other item that may be pertinent to the site plan of the property and proposed use.
    2. *Landowner or Homeowners Association approval.*



- (i) Application and supporting materials, including a CD of all drawings in PDF format, must be submitted at least twenty-one (21) days prior to the next regular Planning Commission meeting. Within fourteen (14) days, staff will determine if the submitted application, and supplemental materials, are complete and schedule the Conditional Use Permit request for the next Planning Commission. The Planning Commission shall either:
  - 1. Formulate a recommendation concerning the Conditional Use including such terms and conditions as it may deem necessary and appropriate. The recommendation shall be placed on the next agenda of the Board of Trustees, or
  - 2. Schedule a Public Hearing for a later date but no sooner than twenty-eight (28) days from receipt of the application. At least fifteen (15) days prior to the scheduled date, Town Staff shall cause a legal notice to run in a local newspaper of general circulation advertising the time, date, and location of the CUP Public Hearing and certified letters to be mailed to all property owners within two hundred (200') feet of any portion of the property proposed for the SUP indicating the time, date, and location of the CUP Public Hearing.

**Commissioner Discussion:**

**Commissioners need to determine at this point whether they would like to request a public hearing for this item. If so, Make a motion to do so. If not, move forward by discussing the following items (ii-iv) to make a recommendation to the Board.**

- 3. After taking evidence in relation to said Condition Use application, the Planning Commission shall formulate a recommendation, including such terms and conditions as it may deem necessary and appropriate. The recommendation shall be placed on the next agenda of the Board of Trustees.
  - (i) The Planning Commission shall take the following factors into consideration prior to making 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. (see attachment 2 for comprehensive plan section for econ. develop.)
  - (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. (attachment 3 for comp plan character)
  - (iv) 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. (attachment 1.pdf)



**Staff Comments:**

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 3)
- management responsibilities (1.pdf page 4)
- assessed neighborhood compatibility and impact (1.pdf page 4)
- Signage (1.pdf page 4 (see logo))
- layout of the structure with the proposed use, ingress and egress point (1.pdf page 3)
- parking and vehicular ingress and egress points (1.pdf page 3)
- snow storage (1.pdf page 3)
- Landowner or Homeowners Association approval (1.pdf page 5-6)
- trash receptacles (1.pdf page 3)
- specific businesses landowners or other interested parties to be notified (only required during a public hearing)

**Suggested Motions:**

1. **I motion to have staff prepare a Public Hearing to consider the conditional use permit for Get Along Little Doggie Dog Training.**

**Or**

2. **I move to recommend 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**
-



# 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 5760 Small  
Cottages 3120 large Cottage 9000 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. Wilenski Email: getalonglittledoggietraining@gmail.com  
Address: 304 West Lake Ave P.O. Box 797 Phone: 303-403-0228  
City: Grand Lake State: CO Zip: 80447 Fax: \_\_\_\_\_

Contact Information (if not the applicant)  check box if landlord  
Name of Contact: Charles Cowles Email: ccowles8054@gmail.com  
Address: P.O. Box 2047 Phone: 303-489-3096  
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 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.

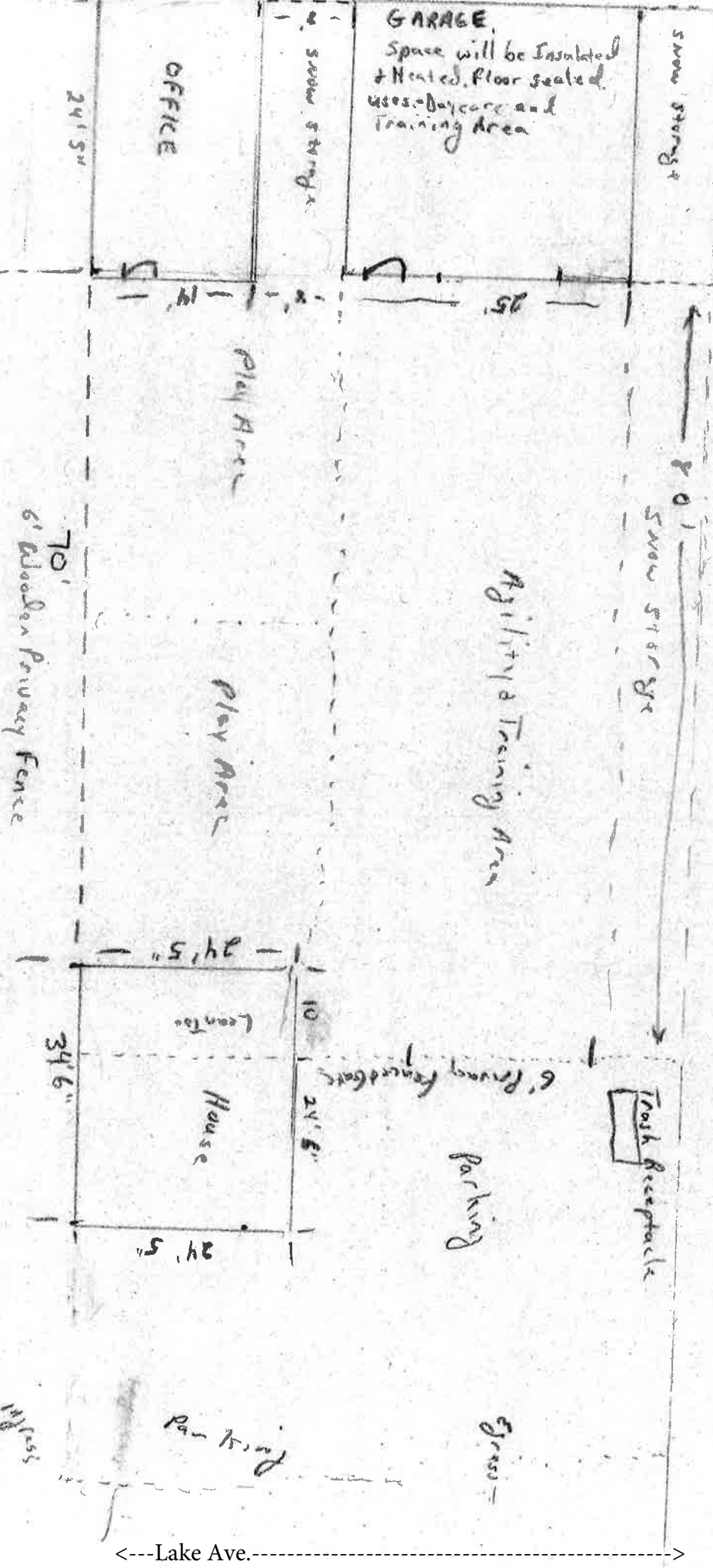
PRINTED APPLICANT'S NAME: George D. Wilcinski

APPLICANT'S SIGNATURE:   
Signature

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

SEAL

Attest:  
  
Alayna Carrell, Town Clerk



Wizard's Lot



# GET ALONG LITTLE DOGGIE



DOG TRAINING  
&

DOGGIE DAYCARE





# Town of Grand Lake

## Planning Department

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

### LAND USE REVIEW APPLICATION FORM

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 ~~4116~~ 910 Block 3528 Subdivision TDGL  
Lot Area (in square feet or acres): \_\_\_\_\_ Existing Use of Property: Stables

#### 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 and Dog Training Classes. 3 buildings.

#### Applicant Information

Name of Development: Get Along Little Doggie Dog Training  
Name of Applicant: George D. Wilkinski Email: getalonglittle.doggie.training@gmail.com  
Address: P.O. Box 797 Phone: (303) 0803-0228  
City: Grand Lake State: CO Zip: 80447 Fax: \_\_\_\_\_

#### Contact Information (if not the applicant)

Name of Contact: \_\_\_\_\_ Email: \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Fax: \_\_\_\_\_

#### STAFF USE ONLY

File Name: \_\_\_\_\_  
Application Received By: K White Date: \_\_\_\_\_ Time: \_\_\_\_\_  
Fee Paid: \$300 cash Amount: \_\_\_\_\_ Reimbursement Form Signed:  Yes - Date: \_\_\_\_\_  No

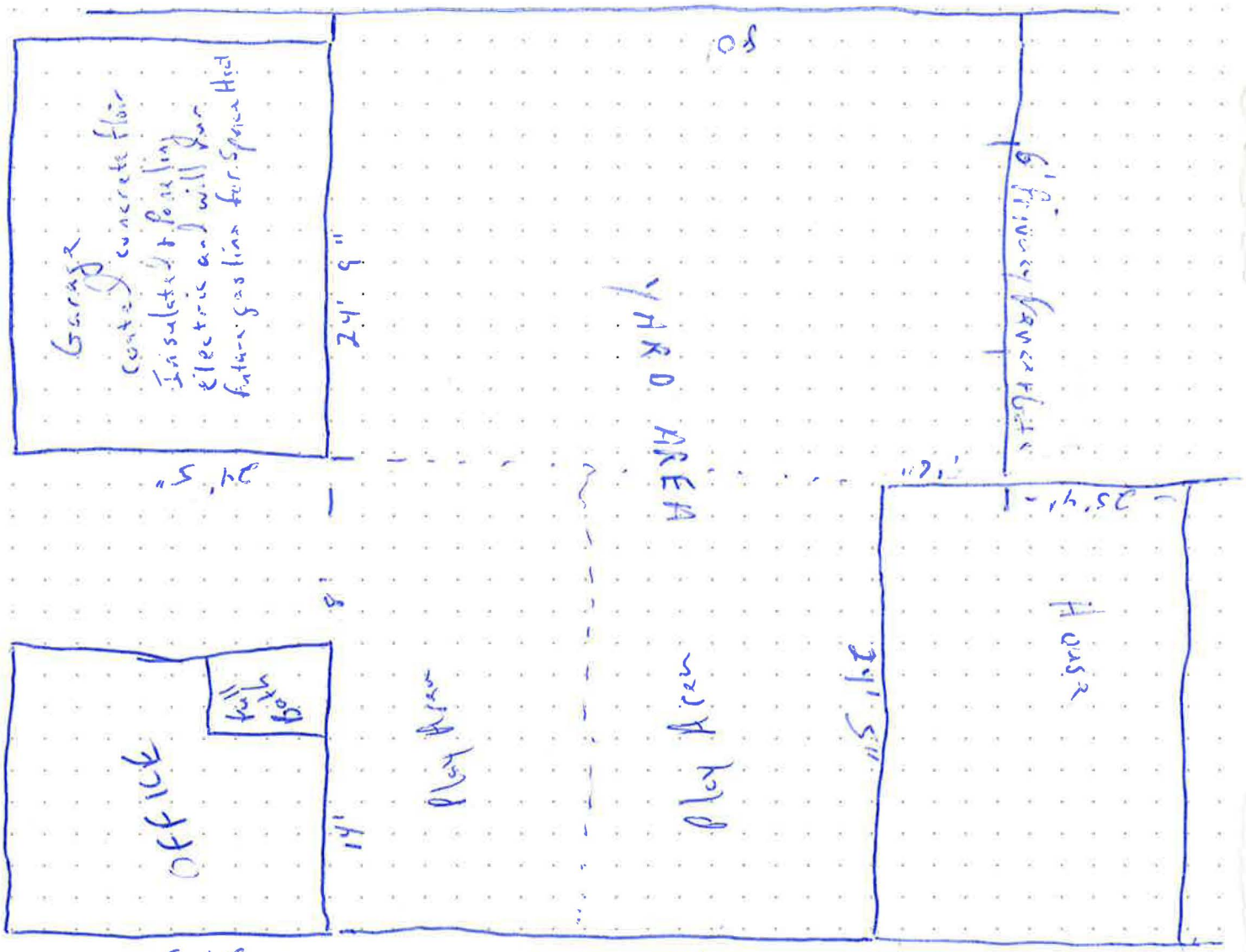
Affidavit of George D. Wilinski

Section 6, Item C.

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

# The Wizard



Business Hours M-Sunday 8-5 Daycare  
Group Classes Wednesday Evenings 6-7 p.m

# Get Along Little Doggie Dog Training

**George D Wilcinski**  
Master Dog Handler/Trainer  
  
P. O. Box 797  
Grand Lake, Co. 80447  
(303)803-0228  
Getalonglittledoggie.training@gmail.com

**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 <ccowles8054@gmail.com>

Tue 3/26/2024 4:41 PM

To: georgewilcinski@gmail.com <georgewilcinski@gmail.com>

📎 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

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*





# 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

PRELIMINARY FEASIBILITY REPORT  
Grand Lake, CO | April 2019

ARTSPACE CONSULTING  
Prepared by Artspace Consulting for the Town of Grand Lake

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).

2018 Housing Plan for the Study Areas of Granby, Grand Lake, Kremmling, and Hot Sulphur Springs  
September 2018

WILLIFORD, LLC  
Melvin Rice, Rees Consulting, Inc.  
Wendy Sullivan, WSW Consulting, Inc.  
URBANRURAL





# 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

| Economic Recovery & Development   |  |
|---|--|
| 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.  |
| Attainable Housing  |  |
| 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

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Kimberly White, *Town Planner*

## Project Consultants

Martin Landers, AICP  
Paul Mills, RLA  
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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.



# Plan Theme: An Authentic Place

**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.  |





April 3rd, 2024

To: Chairman Shockey and Planning Commissioners  
From: Kim White, Community Development Director

RE: Items from the Code to Discuss: Item 1) Flat Roof

Background: Flat roofs have been a major topic of discussion. We would like to take a moment to revisit the code language and discuss if it is written succinctly in a manner that reflects preservation of the character of the Town. Keep in mind that the Town’s comprehensive land use plan is attached as a point of reference for reinforcing our desires as a Town in it’s appearance and character. Our code has a list of acceptable roofing materials, and it discusses commercial use of flat roofs and false fronts. Does this need to be extended to residential? or are the comprehensive plan and the intent statements sufficient to enforce the character of the Town that we wish to preserve.

**12-7-4 Design Standards for Structures.**

These standards require applicants to consider the inherent nature of color and material selection and their appropriate application, the transition from one to another, and viewing the building as a whole and from many angles. Also, the standards require careful attention to which colors, materials and their structural application are selected for vertical supporting elements, spanning elements, or creating building planes and major building walls.

The standards and criteria established herein are made for the purposes of establishing and maintaining the harmony of appearance between existing buildings and newly constructed buildings and to require the use of materials and colors which are compatible with and which improves the surrounding environment and rustic setting of the Town. The guiding vision is to create a vibrant mountain village to improve the quality of life and physical environment for both residents and visitors alike. Unless otherwise stated, all structures, including temporary facilities, within the town limits are subject to these standards and all applicable provisions of the Building Code, Zoning and Land Use Development Regulations (as adopted) of the Town of Grand Lake.

...

(B) *Material Selection.* Material selection shall take into account the historical and existing perspective of the Town. The objective of material standards is to allow flexibility in the choice and applications of exterior materials.

- 1. The proposed materials must be appropriate to the surrounding context, both built and natural.
- 2. The proposed materials must also be durable and maintainable over time and inclement weather.

...

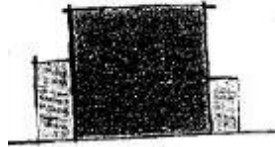
- 6. *Acceptable Roofing Materials:*
  - (a) Coated stainless steel (i.e., Standing Seam Metal Roof).
  - (b) Naturally weathering flat profile metal shingles.
  - (c) Architectural grade asphalt composition shingles.
  - (d) Common asphalt composition shingles or panels.
  - (e) Slate shingles.
  - (f) Treated wooden shake shingles.
  - (g) Tar and gravel or aggregate roofing, on flat roofs only.
  - (h) Rolled roofing if a 1:1 replacement or by Planning Commission approval if requested as a material for new projects.



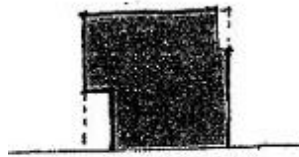
- (i) AWAPLAN, or similar type SBS-modified bitumen roll roofing.
- (j) Polyurethane Foam — for flat commercial roofs only.

(C) *Additional Design Standards for Commercial Structures.* These standards address the physical relationship between commercial and other nonresidential development and adjacent properties, public streets, neighborhoods, and the natural environment, in order to implement the Town's vision for a more attractive, efficient, and livable community. These additional design standards are intended to protect and enhance commercial districts by requiring physical development that is of high quality and is compatible with the character, scale, and function of its surrounding area.

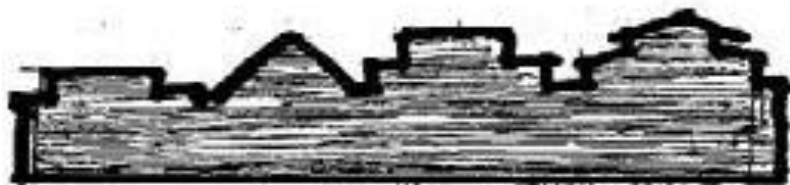
1. Street Wall is the public space adjacent to the sidewalk and/ or street as a result of buildings being constructed to or near the front and side property lines of a site. The goal of street walls in the Town is to continue the connected network of comfortable and inviting pedestrian paths that form the transition between the street and adjacent buildings.
  - (a) Creating a strong edge by defining the sidewalk and street, the proposed development minimizes small voids in the street wall, and where voids do exist, they are of such a scale as to create a better, more useful pedestrian space or walkway near the front and/or side lot lines of a site.
    1. Although commercial projects should generally be built to the property lines at the sides and along the street frontage, it is possible on Grand Avenue to also soften this edge by the creative uses of intermittent pocket parks, landscaped seating areas, terraces for pedestrian use, open spaces and other safe areas for pedestrian comfort and visual interest, and functional pedestrian walkways which form the transition between the street and adjacent buildings. It is also appropriate to open up the street wall for a portion of the frontage to create areas of public open space, identify entrances, and make better pedestrian connections.
    2. After the first two (2) stories or twenty-four (24) feet, each additional story shall step back the street wall a minimum of twelve (12) feet to preserve the viewshed from street level.
2. Massing refers to the size of buildings and how they meet the street. A building's mass is defined by its component parts including the size of its footprint and number of stories. Building mass is also determined by building form, roof shape, and orientation. Grand Lake guidelines encourage use of only the more positive massing relationships to provide a positive, exciting and vital experience for people on the street.
  - (a) Massing needs to be engaging and stimulating and address the relationship between the size of the proposed building and the scale of the pedestrian.
    1. The architectural form of development of mass and height should have a human scale and should not overwhelm people walking in the vicinity of the buildings.
    2. Roofs and all other overhangs should be designed so that NO snow or rain is deposited or shed onto any public or private walking surfaces. Safety considerations for the pedestrian are paramount.
  - (b) Projects that contain multiple lots shall pay close attention to breaking up the vertical facade into a pattern and scale typical of single lot development.
  - (c) Large monolithic buildings which overwhelm the scale of the existing town structures are to be avoided.



additive



1. When working within a specified lot line and height restriction, every effort should be made to vary the simple cube shape. Both adding varied structures adjacent to the building(s) and subtracting volume sections and reducing heights from maximum allowances will help to reduce visual impact.
2. Large building masses should be achieved by linking a series of smaller masses including natural ones. The result should be a building which can be seen as a group of related, integrated, and innovative structures, rather than one (1) large element.
3. Both additive and subtractive massing approaches are encouraged to reduce the visual impact of large building masses.
  - (i) The additive massing approach increases the size of the building by linking smaller, compatible elements in a way that allows them to remain visible as a separate pattern after they are put together.
  - (ii) The subtractive massing approach is to take a building of large mass, and then reduce it by taking parts of it away, in a logical manner. This approach is especially useful when buildings are built on the property line.
  - (iii) Reaching a balance between the old and the new is a major goal of the Grand Lake Design Guidelines, particularly retaining the historic sawtooth character while encouraging compatible and respectful new buildings and design.



"sawtooth" profile

1. The Town of Grand Lake has a "ziggurat" or "sawtooth" profile of building heights which is a product of the historic building pattern, especially on Grand Avenue. The gaps that exist in the varied and historic sawtooth profile provide



opportunities to insert new buildings or portions of buildings which are compatible in both scale and material, yet are distinguishable from surrounding historic vernacular.

3. Key Architectural Design Guideline Principals include:

...  
(d) *Roofs.*

1. Use of "false fronts" / parapets on commercial buildings in the central business district is encouraged to screen flat roofs.
2. False fronts should be designed to screen mechanical and HVAC equipment from the street level.
3. Flat roofs shall be designed to accommodate maximum snow loading conditions.

fencing flat roof ornamental add public use to CT



April 3rd, 2024

To: Chairman Shockey and Planning Commissioners  
From: Kim White, Community Development Director

RE: Items from the Code to Discuss: Item 2) Additional Height Regulations

Background: Looking through some additional height regulations section, why do we have a few of these items?  
Can some be removed?

**12-2-27 - Supplemental Regulations for Setback, Height and Area.**

3. Additional Height Regulations. The following additional height regulations shall apply to all zone districts as set forth in this Article.

(b) Chimneys, church steeples, cooling towers, elevator bulkheads, fire towers, monuments, stacks, stage towers or theatre scenery lofts, tanks, water towers, ornamental towers, spires, grain elevators, or necessary mechanical appurtenances may exceed the maximum height regulations of the zone district in which they are located provided the maximum height for the use under question is set by the procedures outlined in Section 12-2-27(B) Variance Request Procedure, but in no instance shall such use exceed sixty feet (60') in height.





April 3rd, 2024

To: Chairman Shockey and Planning Commissioners  
 From: Kim White, Community Development Director

RE: Items from the Code to Discuss: Item 3) Public

Background: Why isn't Governmental uses, facilities, services and buildings a use by right or conditional use in more zones? Can we add it to CT?

### **12-2-17 Regulations for Commercial Transitional District—CT.**

The Regulations set forth in this Section, or set forth elsewhere in this Article, when referred to in this Section, are the District Regulations in the CT—Commercial Transitional District.

#### *(A) Uses Permitted by Right.*

1. Single Family Dwelling Units.
2. Neighborhood Businesses.
3. Day Nurseries or Child-Care Centers.
4. Private and Publicly-owned Parking Lots.
5. Not-for-Profit Clubs and Service Organizations.
6. Hotels, Motels, Condo/Hotels and Lodges.
7. Group homes for the elderly and indigent, limited to not more than eight (8) persons per home.
8. Multi-family attached rental units.
9. Bed and breakfast establishments.
10. Condominiums and Townhouses—Timeshare and interval estate units of more than sixteen (16) shares per unit are required to have a central reservation facility on site.
11. Mixed Residential with permitted Commercial Use within the same building or buildings on the lot.
12. Rental, repair, wholesaling, and storage in conjunction with any of the above non-residential uses, provided all such activity is clearly incidental and accessory to said uses, and further provided all such activity is conducted within a building.
13. Accessory buildings and uses normal and customary to the uses listed above.
14. Nightly Rentals. See Section 12-2-31(B)4 Nightly Rental Conditional Use Permits.
15. Residential units herein defined as: Multi-family attached rental units, condominiums, townhouse and condo/hotels are uses permitted by right with the following restrictions:
  - (a) The first story area measured from the frontage to fifty feet (50') into the lot shall be dedicated to commercial space.
  - (b) If any portion of the area described Section 12-2-17(A)15(a) is used for a hallway, elevator, stairwell access, or fire escape access, a minimum of thirty percent (30%) of the second story of the structure must be dedicated to commercial space. This area shall be located on the frontage side of the structure.
  - (c) The commercial space aspect of any structure must be constructed prior to or in conjunction with the residential units. A Certificate of Occupancy must be issued to the commercial space prior to or in conjunction with the residential units.
16. Historic structures.

#### *(B) Conditional Uses.*

1. Commercial establishments of the following and like nature: antiques; small appliances; furniture; gifts;



- hardware; sporting goods; stationery; and, variety shops;
2. Service establishments of the following and like nature: catering services; laundromats; medical clinics; funeral parlors and mortuaries;
  3. Eating and drinking establishments;
  4. Public utilities;
  5. Water reservoirs, water storage tanks, water pumping stations, sewer lift stations and wireless towers.