GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING AGENDA

Monday, August 12, 2024 at 4:30 PM

Town Hall Board Room – 1026 Park Avenue

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

Please join my meeting from your computer, tablet or smartphone.
https://us06web.zoom.us/j/85180019838
You can also dial in using your phone.
United States: 719 359 4580
Access Code: 851 8001 9838

WORK SESSION 4:30 PM

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Items of Discussion
- A. AEG Event Review
- B. Trustee Interviews
- C. Lake Street
- D. US Constitution Week Fireworks
- E. Rocky Mountain Wooden Boat School
- F. Grand Lake Carriage Tours Update

EVENING MEETING 6:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Announcements
4. Roll Call
5. Conflicts of Interest
6. Manager's Report
7. Public Comments (Limited to 3 Minutes)
H. Consent Agenda
- 1. Meeting Minutes July 22, 2024
- 2. Accounts Payable August 8, 2024

9. Items of Discussion
- A. Consideration of Resolution 47-2024, a Resolution Appointing a New Trustee to Fill a Vacancy on the Grand Lake Board of Trustees
- B. **QUASI JUDICIAL (PUBLIC HEARING):** Consideration of Resolution 48-2024, a Resolution Approving a Regulated Marijuana Store License for Verts Grand Lake LLC, and Setting Forth the Written Findings and License Conditions Therefor
- C. Consideration of Resolution 49-2024, a Resolution of the Town of Grand Lake, Colorado to Purchase a Trailer From the Grand Lake Chamber of Commerce
- D. Consideration of Resolution 50-2024, A Resolution Approving the Amendment to the Town Manager's Employment Agreement
- E. Consideration of Resolution Number 46-2024: A Resolution Considering Approval of Construction Services Contract for Lucy Lane
- F. Consideration of a New Special Event Permit From the Town of Grand Lake for Their CDT Camping Event and Approval of Resolution 51-2024, Setting Certain Fees for Grand Lake Center Special Event
- G. Consideration of Approval for a Concurrent Liquor License Transfer of a Hotel & Restaurant Liquor License From Frontier El Pacifico, LLC. to La Cucina Italiana Dello Chef Neil, LLC.

H. Consideration of Ordinance 06-2024, an Ordinance Amending Sections 2-8-1, 2-9-1, and 2-10-1 of the Grand Lake Town Code to Address Supervision of the Town Clerk, Town Clerk Pro Tem, and Town Treasurer

10. Future Items for Consideration

11. Mayor's Report

12. **EXECUTIVE SESSION PURSUANT TO C.R.S § 24-6-402(4)(e) FOR THE PURPOSES OF DETERMINING POSITIONS RELATIVE TO MATTERS THAT MAY BE SUBJECT TO NEGOTIATIONS, DEVELOPING STRATEGY FOR NEGOTIATION, ANE/OR INSTRUCTING NEGOTIATORS AND ALSO PURSUANT TO C.R.S. Section 24-6-402(4)(a) TO DISCUSS POSSIBLE ACQUISITION OF REAL OR PERSONAL PROPERTY. THE MATTER TO BE DISCUSSED IS THE ARTSPACE PROJECT, POTENTIAL PROPERTY ACQUISITION AND CHAMBER OF COMMERCE CONTRACT.**

13. Adjourn Meeting

MEMORANDUM

Meeting Date: 8/12/2024

To: Town of Grand Lake Board of Trustees
From: Guy Patterson, Town Manager

Re: Grand Lake Folk Festival After-Action Review

Agenda Item 4A

ON Saturday, July 13, 2024, the Town of Grand Lake Folk Festival was held at Lakefront Park. This was one of the larger events Grand Lake has ever held with an estimated attendance of around 3,000 people.

This after-action review is an opportunity for the Board of Trustees to hear from the event promoter, Town staff and local emergency response to assess the impact of larger events on your community.

MEMORANDUM

Meeting Date: 8/12/2024

To: Town of Grand Lake Board of Trustees
From: Alayna Carrell, Town Clerk

Re: Trustee Candidate Interviews

Work Session Item 4B

The Town of Grand Lake has one Trustee vacancy to be filled by appointment. This position is to be held until the next election in April 2026.

I received two letters of interest from Robert Miller and Kirk Byles by the set deadline of August 9, 2024, at 4:30pm.

Both applicants were verified as a registered electors of the Town of Grand Lake, at least 18 years of age, and have resided in the Town of Grand Lake for a period of at least 12 consecutive months immediately preceding the date of appointment.

The Board is to interview each candidate during the workshop, followed by the appointment at the Board of Trustees evening meeting.

July 31, 2024

Ms. Alayna Carrell
Town Clerk
The Town of Grand Lake
P.O. Box 99
Grand Lake, CO 80447

Ms. Carrell,

Please accept this letter as my official application for the Trustee position that is currently open in The Town of Grand Lake.

My wife, Shelly, and I reside at which we have owned for seven years. We are registered voters here and can show other forms of residency.

I just retired from a twenty-two year career as the Director of Property Management for the commercial real estate firm, Colliers International. During my career, I supervised a staff of around twenty people and coordinated services with over 100 tenants and 30 different clients that owned properties in Colorado. I believe I have developed a proper skill set in helping people solve issues in a respectful and successful manner. I am also the President of the Ridge at Elk Creek Homeowners Association here in Grand Lake. In 2021, I was a member of the Municipal Lands Master Steering Committee for Grand Lake.

Helping The Town of Grand Lake and its residents plan for the future would be a great way to give back to this community.

Yours truly,

Robert P. Miller

Robert P. Miller

Grand Lake, CO 80447

Tue 8/6/2024 8:01 AM

Hi Alayna,

I'm interested in being considered for the Trustee Vacancy. I've resided at Grand Lake CO. 80447 for 23 years. My mailing address is Grand Lake CO. 80447 and I'm registered to vote in Grand Lake and Grand County.

I'm a small business owner of Pinnacle Rock Consulting, have been appointed to various corporate boards, worked as a C – Level executive for various medium and large companies and both my kids went to Grand Lake Elementary before it was closed.

Best Regards,

Kirk

Kirk Byles

MEMORANDUM

Meeting Date: 8/12/2024

To: Town of Grand Lake Board of Trustees
From: Matthew Reed-Tolonen Public Works Director
Re: Lake Street Safety Striping

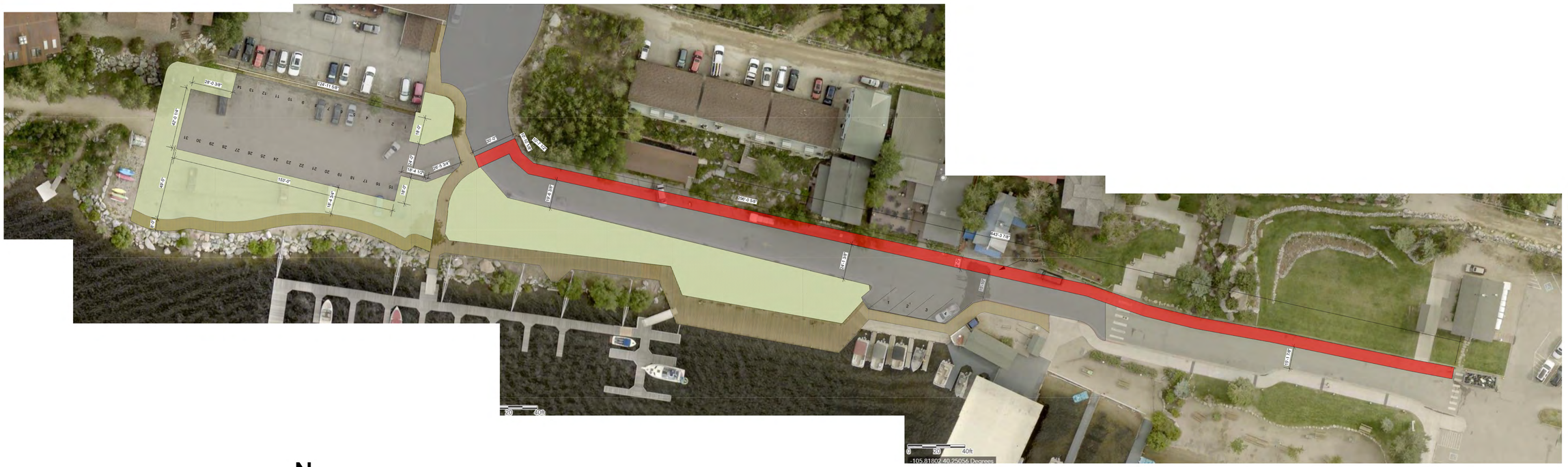
Work Session Item 4C

History: In the 1/22/24 and 2/12/24 workshops the trustees talked about the capital improvement plan, specifically the change of Lake Street. The conversation started at a full closure and ended with avoiding the full closure at least for now and trying a strip on the north side indicating a walkway to include 4x4s with rope or chain separating traffic from pedestrians. In time if this works there was talk of adding benches and shrubbery to define the separation of vehicle and foot traffic even more.

Proposal: Based on BOT conversation we will strip the north side of Lake Street as drawn in Red. The cost of this excluding staff time would be about $850 for the paint. This is for 15 gallons of red street striping paint. Calculations for 5500 SF are 13 gallons. We would then secure 4x4 posts and rope or light chain between posts every 10 or 15 feet. We would drive rebar into the asphalt leaving approximately 10 inches sticking out above ground level. A 4x4 that has a hole drilled in the bottom would slide over the rebar. This allows for changes as desired and replacement as needed. The 4x4s would cost $12 each for 4’ approximately 70 of them at 10’ spacing would cost $840.

Total cost of under $2000.

Color can be up for conversation originally, we thought green but later decided that was too indicative of a bike lane. After some research and observation around other towns we felt red was the appropriate color to do this project.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124'-11 5/8"
45'-0 3/4"
153'-0"
18'-4 1/2"
50'-0"
109'-1"
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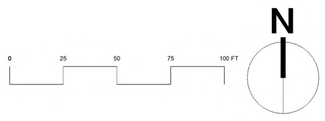
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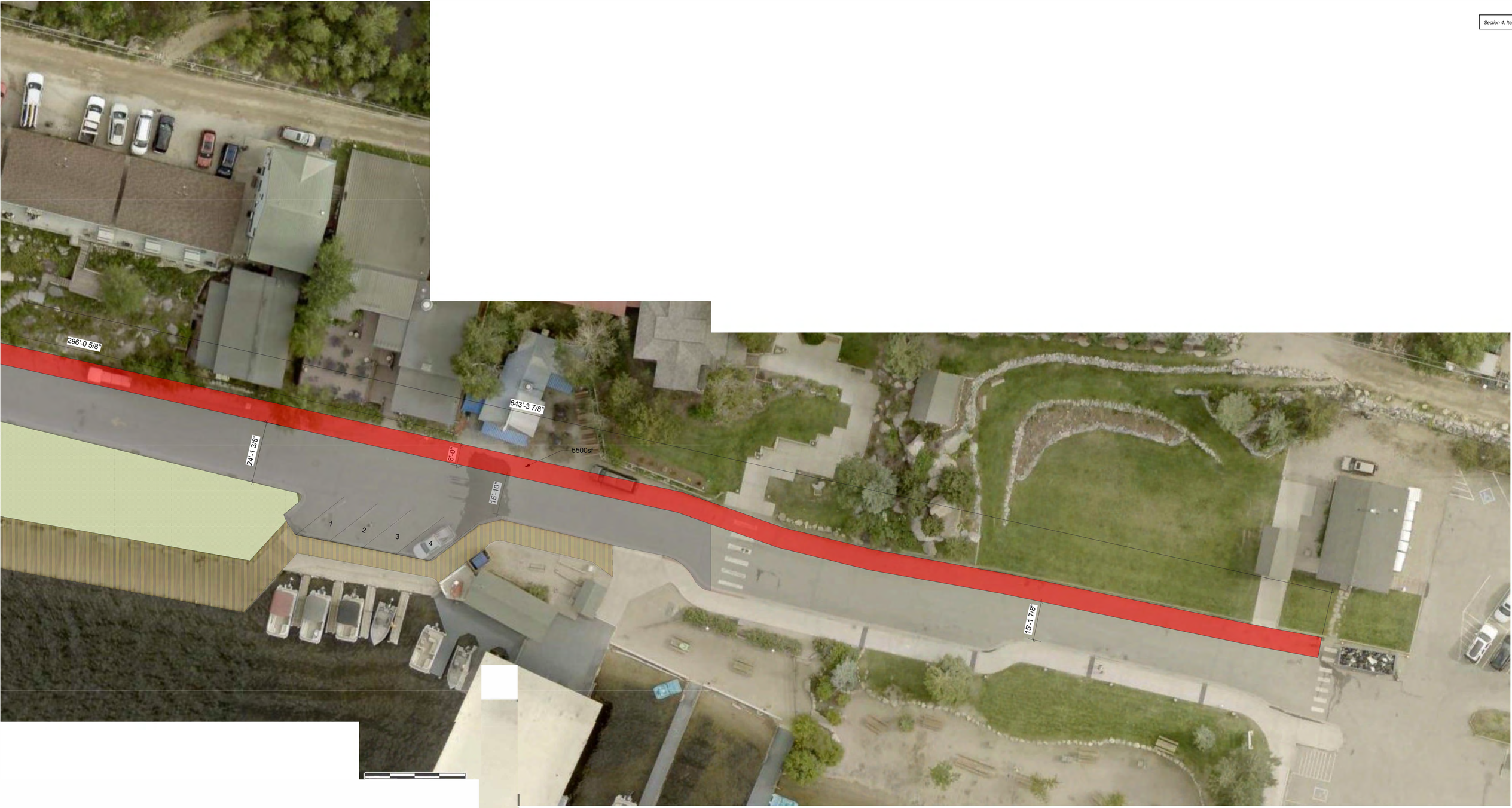
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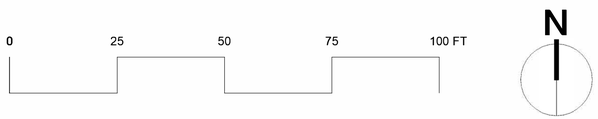
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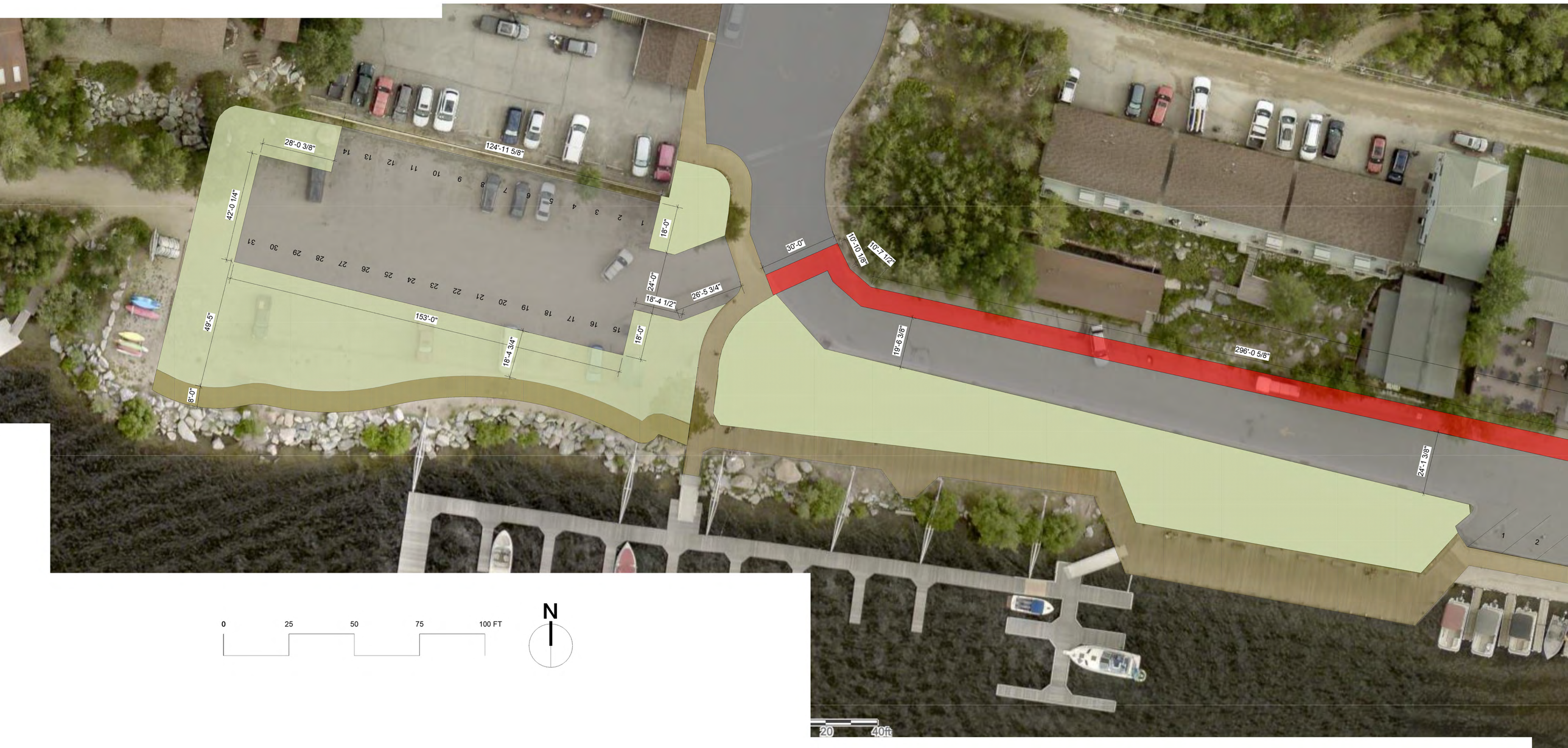
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26'-5 3/4"
18'-4 1/2"
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19'-6 3/8"
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MEMORANDUM

Meeting Date: 8/12/2024

To: Town of Grand Lake Board of Trustees
From: Guy Patterson, Town Manager

Re: Constitution Week Fireworks Request

Work Session Agenda Item 4D

The Town received an email from Mr. Mike Tompkins who represents Constitution Week. Grand Lake US Constitution Week would like to donate $10,000 to the town, and have the town put on a fireworks display the evening of Saturday, September 21.

While the promoters are able to directly contract with the fireworks provider, if the Town uses this donation to pay for the fireworks, then because of the Town's long-standing relationship with the fireworks company, we will receive over 20% more product. There are no insurance implications for the Town. There will be no fiscal impact to the Town.

If there is a need for a formal action by the Town Board, such action will be brought before the Board at their August 26th meeting.

MEMORANDUM

Meeting Date: 8/12/2024

To: Town of Grand Lake Board of Trustees
From: Guy Patterson, Town Manager

Re: Rocky Mountain Wooden Boat and Folk Schools
Mobile Community Workshop Location Site Review

At the July 22, 2024, Grand Lake Board of Trustees Work Session, the BOT heard from Mr. Alan Walker and Mr. Timothy Hodsdon, representing the Rocky Mountain Wooden Boat and Folk Schools. Mr. Walker and Mr. Hodsdon were requesting assistance from the Town to locate a structure they termed the "Portable Community Workshop."

This workshop space is designed to serve as a temporary flagship base for the Rocky Mountain Wooden Folk and Boat Schools (two partner non-profits). It is also envisioned to allow for NGO/Private collaborations, with space available for small local startups and a model for collaboration with other local organizations requiring a wood-shop space.

This is a unique concept in that the workshop building is made from two 20' high cube intermodal shipping containers. Both containers open to create an 800-sf workshop and retail space with a prefabricated timber frame tent structure in the center. The portable community workshop is designed as a temporary structure that can be used in all seasons. The intermodal container and tent structure is insulated and heated for year-round use. The base workshop can be assembled for use or disassembled for transport in a very short amount of time. The portable community workshop is designed to be placed on a loaned or leased site with existing electricity and facilities already available. The workshop is heated with EPA-approved pellet stove.

The Board of Trustees tasked the Town Manager to assist the representatives in reviewing the feasibility of five locations for this workshop building:

- Stanley Property
- Pioneer Park
- Near Grand Lake Center
- Town Public Boat Rack Area
- Mary Drive

To be clear, at the time of this review there were fundamental questions about the structure driven by possible code and structure requirements that limit the ability to perform a full review. These questions include the need for water and sewer for potable and non-potable needs, building electricity needs, fire suppression requirements, parking requirements, ADA access, etc. Before a full review can be completed, the architect/engineer will have to provide direction on these issues.

Upon further review, it was determined that the Town Public Boat Rack Area and Stanley Park locations were both inadequate due to overwhelming constraints (distance, prioritized town use, utilities access, etc.). The following is an analysis of the remaining properties in question.

	Pioneer Park
Narrative	Winter's Pioneer Park site is located on a 2.1-acre parcel west of the Grand Lake Center, south of the Public Works facility and north of a private marina and Sailboat Lane. The parcel was donated to the town in the 1980s with the intent to preserve the land for public recreational uses. Currently is used for town storage for snow, boulders and other materials. The site is underutilized as a park and only includes a few picnic tables, a few trees, and native grasses. The northwest corner may have abandoned underground fuel or septic tank.
Useable Footprint Size	7,800 sf
Current Zoning	Public
Zoning use by right/permitted uses	Arts, cultural and recreational activities, buildings and uses. (Chapter 12, Art. 2 12.2.24(A)(B)(10)
Utilities	Water, sewer and electricity adjacent
Distance to water via public ROW	adjacent
Distance to Garfield and Grand via public ROW	.96 miles apx
Town Municipal Lands Master Plan	1-5 years: Perform hazardous materials investigations.
Advantages	Proximity to water. Zoned public. Appropriate use by right. Close to utilities.
Disadvantages	Possible Hazardous materials. Small area for a footprint. Nearly one mile from downtown. Current condition would necessitate considerable clean-up by the Town.

Pioneer Park lot, usable space and 1000sf, 20' tall building rendering

Pioneer Park facing south

Pioneer Park facing north

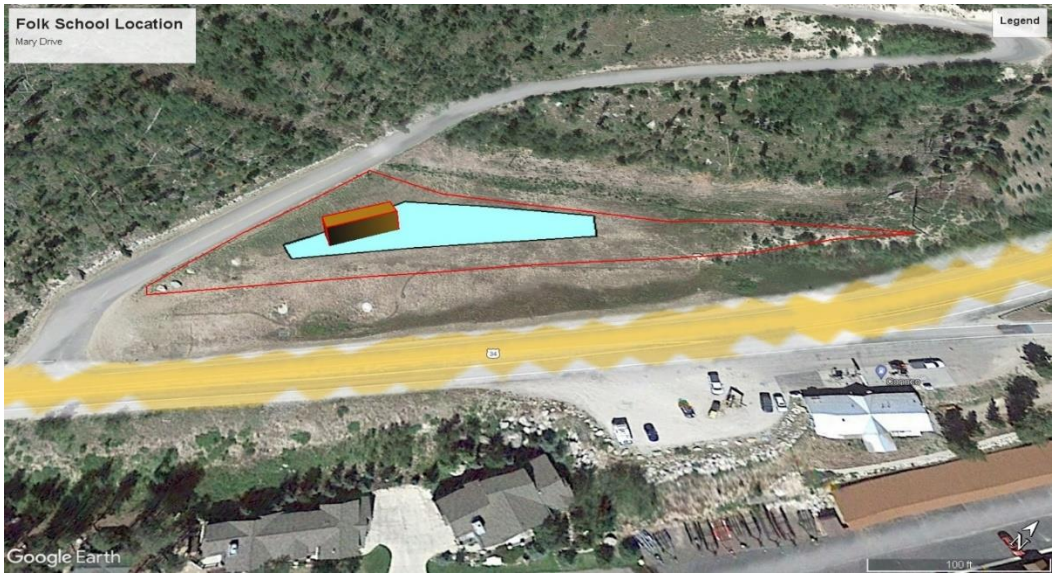
	Grand Lake Center
Narrative	Grand Lake Center and Open Space is located on a 4.48 acre parcel at west end of Grand Lake between Shadow Mountain Drive, Center Drive, and Marina Drive. Grand Lake Center and Open Space consists of a community center building (formerly an Elementary School), modular buildings used for lease space, a surface parking lot, and open space to the north. The open space was formally a school yard with paved surfaces for tennis and basketball, bleachers, playground, and open field. Play equipment and paved surfaces are in fair to poor condition and outdated. The site is relatively flat. The open field is in fair condition consisting of a primarily dirt surface. Recent repairs include reseeding the area and urning on the existing irrigation system.
Useable Footprint size	5,300 sf
Current Zoning	Commercial Transitional
Zoning use by right/permited uses	Not-for-Profit Clubs and Service Organizations. (Chapter 12, Art. 2, 12.2.17(A)(5)
Utilities	water, sewer and electricty adjacent
Distance to water via public ROW	.16 miles apx
Distance to Garfield and Grand via public ROW	.78 miles apx
Town Municipal Lands Master Plan	1-5 years: demolish modulars, 5-10 years: Re-use as park site, 10+ years: future housing
Advantages	Shared resources with Grand Lake Center. Close to utilities. Relatively close to water. Easily accessible from Grand Avenue.
Disadvantages	Various plans contemplate other uses. Close to residences. Some infrastructure issues such as underground sprinkling.

Grand Lake Center lot, usable space and 1000sf, 20’ tall building rendering

Grand Lake Center lot facing northeast

Grand Lake Center lot facing west

	Mary Drive
Narrative	Mary Drive is a 1.17-acre vacant parcel north of US Highway 34 on the west end of Grand Lake. 600 Mary Drive site is zoned for Planned Development. Directly north of the site is single family residential. The site consists of bare ground and native grasses. It has (14) water taps. Located along the US 34 highway corridor and proximity to West Portal Road, the site is the gateway into downtown. This parcel has exceptional visibility and access for a mixed-use, multi-family and/or commercial development or for a town facility, e.g., a visitor center or parking/transportation hub (shuttle, rickshaw, bikes, scooter etc.).
Useable Footprint Size	14,000 sf
Current Zoning	Planned Development
Zoning use by right/permited uses	Permitted Uses. All uses that are uses permitted by right according to the zone district applicable to the property prior to approval of the Planned Development application shall be permitted in the Planned Development. Additional uses may be negotiated between the applicant and the Planning Commission subject to review and approval by the Board of Trustees. In the course of such negotiations, the Planning Commission and the Board of Trustees shall consider all relevant factors, including but not limited to, the compatibility of the proposed Planned Development with the surrounding area, whether the proposed Planned Development is in harmony with the character of the neighborhood, the need for the proposed Planned Development, the effect of the proposed Planned Development upon the future development in the area, and with due consideration for the Town's comprehensive plan. (Chapter 12, Art. 2 ,12-2-25(D))
Utilities	Water and sewer are not close. Electricty is in the area.
Distance to water via public ROW	.64 miles apx
Distance to Garfield and Grand via public ROW	1.03 miles apx
Town Municipal Lands Master Plan	1-10+ years: Housing Potential. Refer to CHFA study.
Advantages	Excellent visibility. Immediate access of SH 34. useable footprint. Electrical relatively close.
Disadvantages	Not near water. Far from downtown. Not walkable. No water utilities.



Mary Drive lot, usable space and 1000sf, 20’ tall building rendering

Mary Drive, facing north

MEMORANDUM

Meeting Date: 8/12/2024

To: Town of Grand Lake Board of Trustees
From: Alayna Carrell, Town Clerk

Re: Grand Lake Carriage Tours

Work Session Item 4F

BACKGROUND
October 9, 2023, the owners of the Grand Lake Carriage Tours came before the Board of Trustees at the workshop to introduce their new business.

Since then, a few items have changed and the Board of Trustees should be provided an update, per our Town Attorney, as their business license is up for renewal.

- Lease
- Pick-Up/Drop-Off Locations
- Staging Areas

When issuing any type of business license it goes through a thorough staff review process, following Town Municipal Code, specifically 6-3-1 and 6-3-2.

6-3-1 License Required.

In addition to such other licenses as are or may be required by the Town of Grand Lake, Colorado to operate a business within the municipal limits, no person shall operate an animal drawn vehicle for commercial purposes on any street or for any purpose on a street within the municipal limits except in accordance with this ordinance and with the provisions of this ordinance.

(A) The Town of Grand Lake shall not issue this license unless the applicant (its constituents or members) are current with the Town and all Town enterprises for all fees, assessments, charges, taxes, or amount due of any type.

6-3-2 Upon Application.

The Mayor or the Mayor's designee shall issue an animal drawn vehicle permit if the Mayor finds that:

(A) The proposed animals, vehicles, routes, hours, frequency and other aspects of use of the streets will not unreasonably interfere with the efficient movement of other traffic;
(B) The applicant presents a workable plan of sanitation such that no animal waste is deposited or left on any public or private property as a result of operations;
(C) The applicant presents a workable plan for feeding, sheltering, quartering and stabling and transporting the animals used in compliance with the ordinances of the Town and all other applicable law;
(D) The applicant presents adequate public liability insurance, the amount to be set by the Mayor or his designee;

(E) The applicant has paid a permit fee, as determined by resolution adopted by the Board of Trustees;
(F) The applicant has posted a cash bond in the amount of three hundred ($300.00) dollars; said cash bond to be held by the Town for faithful compliance regarding animal waste resulting from the operations.

TIMELINE

- 06/24/2024, Received a new lease with Jumpstart Coffee & Tea
- 07/11/2024, Original documents submitted
- 7/12/2024 & 7/15/2024, Town Clerk out on vacation
- 07/15/2024, Payment received
- 07/16/2024 - 07/19/2024, Town Clerk out sick with Covid
- 07/22/2024 - 07/29/2024, Planning review
- 07/31/2024, Town Clerk sent change requests
- 08/09/2024, Applicant submitted answers in person
- 08/12/2024, Review by Board of Trustees
- 08/13/2024, Business License to be issued

TOWN OF GRAND LAKE
APPLICATION FOR LICENSE
ANIMAL DRAWN VEHICLE

JUL 11 2024

FEE PAID: $ 50.00 DATE: July 9, 2024

NAME OF BUSINESS: The Grand Lake Carriage Tours

NAME OF APPLICANT: Morgan Hale & Carolyn Stanley

BUSINESS ADDRESS: [illegible] PHONE: [illegible]

HOME ADDRESS: [illegible] PHONE: [illegible]

DESCRIPTION OF VEHICLES (Note: No more than two vehicles allowed per license.)

mud wagon with rubber tires substituted for wagon wheels

(attach photo)

KIND OF ANIMALS: Percheron Draft Horses NUMBER OF ANIMALS 2

WHERE WILL ANIMALS BE BOARDED: [illegible], Grand Lake

DO ANIMALS NEED TO BE TRANSPORTED: yes IF YES, HOW:

they are transported by trailer

IS PUBLIC LIABILITY INSURANCE ATTACHED: yes

DESCRIBE PLAN OF SANITATION (how, when, where) AND DESCRIBE PLAN FOR BACKUP METHOD OF CLEAN UP: All manure not captured by carriage bags will be scooped up and hauled back @ eod

ROUTE, HOURS, FREQUENCY OF OPERATION (describe, attach map of route):

Route map & Summer schedule are attached
reservation-only, max 4 rides per day

APPLICANT – READ THE FOLLOWING BEFORE SIGNING: By being granted a license the licensee specifically agrees to pay any and all damages or penalties that the Town of Grand Lake may be legally required to pay as a result of the permittee's operation or maintenance of an animal drawn vehicle under this Ordinance, whether or not the acts or omissions complained of are authorized, allowed or prohibited by the Town of Grand Lake.

The permittee also specifically agrees to pay for all expenses incurred by the Town in defending itself with regard to any an all damages and penalties mentioned above in this section. These expenses include all out-of-pocket expenses, including reasonable attorney's fees and the reasonable value of services rendered by any employee of the Town.

Morgan R Hale
Signature of Applicant

7/9/2024
Date of Signing

RECEIVED
JUN 24 2024

MEMORANDUM OF UNDERSTANDING

Between ***The Grand Lake Carriage Tours*** and ***Jumpstart Coffee***

This memorandum of understanding (MOU) sets forth the terms and understanding between The Grand Lake Carriage Tours and Jumpstart Coffee to collaborate on business space and staging for horse-drawn wagon rides at 1143 Grand Avenue, Grand Lake CO 80447.

For the purposes of informing the Town of Grand Lake of the agreement between these businesses:

1. The Grand Lake Carriage Tours will be staging at the corner of Grand Ave behind the Jumpstart Coffee rest space/playground.
2. The Grand Lake Carriage Tours will restore the "Boot Hill General Store" face so that it is a safe structure and will be utilized for staging and information.
3. The goal for this collaboration between Jumpstart Coffee and The Grand Lake Carriage Tours is to create a family-friendly atmosphere and provide an experience to our visitors that retains the history and heritage of Grand Lake.

It is understood by both businesses that the following is clear:

a. Employees of the Grand Lake Carriage Tours may use the restroom facilities at Jumpstart and will contribute time (paid for by The Grand Lake Carriage Tours) to maintain those facilities and the chores associated with them.
b. Patrons of the Grand Lake Carriage Tours may NOT use the restroom facilities at Jumpstart -unless- they are also Jumpstart patrons.
c. The Grand Lake Carriage Tours will maintain cleanliness and contribute to keeping the lounge space tidy.
d. Jumpstart Coffee agrees to store the wagon in an agreed-upon space in the activity area within their property.
e. The Grand Lake Carriage Tours will pick-up and drop-off in the alley-space behind the Boot Hill General Store to prevent dangerous traffic issues picking up on main streets.

This MOU is not a commitment of funds.

This MOU is at-will and may be modified by mutual consent of authorized officials from Jumpstart Coffee and The Grand Lake Carriage Tours.

This MOU shall become effective upon signature by authorized officials of Jumpstart Coffee and The Grand Lake Carriage Tours and will remain in effect until modified or terminated by any one of the partners by mutual consent.

Authorized Official - Jumpstart Coffee
Date: 6/11/24

Authorized Official - The Grand Lake Carriage Tours
Date: 6/11/24

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Signed copy submitted June 24, 2024 to Town Clerk

Authorized Official - Jumpstart Coffee
Date:

Authorized Official - The Grand Lake Carriage Tours
Date:

edits 8/9/24

RECEIPT

DATE 7/15/24 No.

RECEIVED FROM Morgan Hale $ 50.00

fifty dollars and no/100 DOLLARS

○ FOR RENT
○ FOR fee for carriage permit

ACCOUNT	
PAYMENT	
BAL. DUE	

⊗ CASH
○ CHECK
○ MONEY ORDER
○ CREDIT CARD

FROM [illegible] TO

BY Sarah Weeks

THE GRAND LAKE CARRIAGE TOURS

GRAND LAKE, CO
EST. 2023

Celebrating horses and heritage.

2024 SUMMER WAGON SEASON

AVAILABLE 7 DAYS A WEEK WITH RESERVATION

970-531-5568

HOURS OF OPERATION:

MONDAY-FRIDAY: 7AM-7PM

SATURDAY & SUNDAY: 10AM-8PM

PRICING:

ADULTS $50

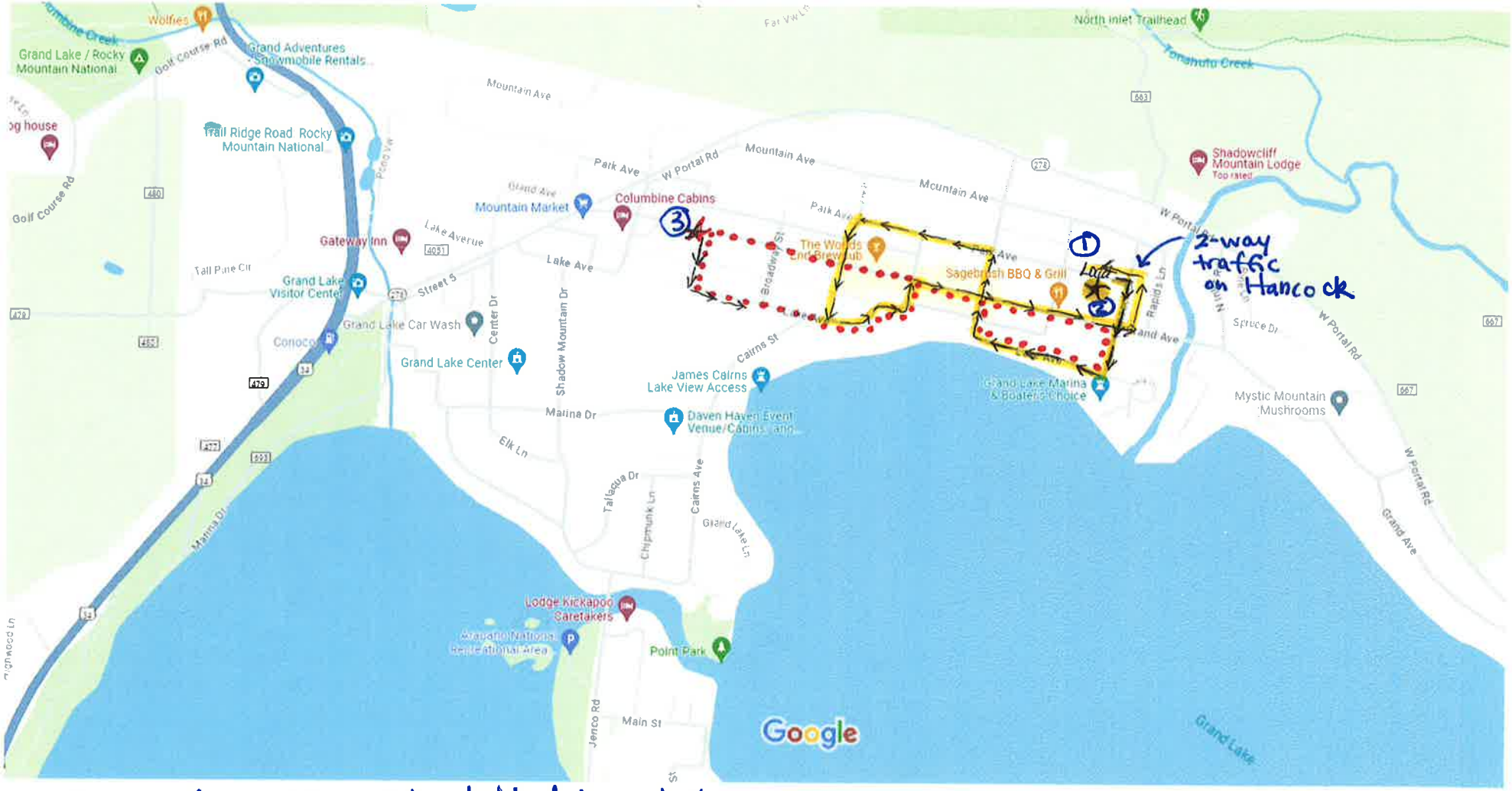
CHILDREN (5-12) $20

CHILDREN 5 AND UNDER ARE FREE (MUST BE ACCOMPANIED BY AN ADULT)

PRIVATE RIDES ARE AVAILABLE OUTSIDE OF REGULAR OPERATING HOURS FOR AN ADDITIONAL FEE

INQUIRE FOR BACHELOR AND BACHELORETTE
PARTIES, BIRTHDAYS, PROPOSALS, AND EVENTS
ON PRIVATE PROPERTY

Google Maps



Map data ©2024 Google 500 ft

1) pickup / drop off in Alley behind Jumpstart
2) patron waiting area / tix sales in Jumpstart courtyard
3) pick up / drop off in Jefferson Row
↳ Meandering moose parking

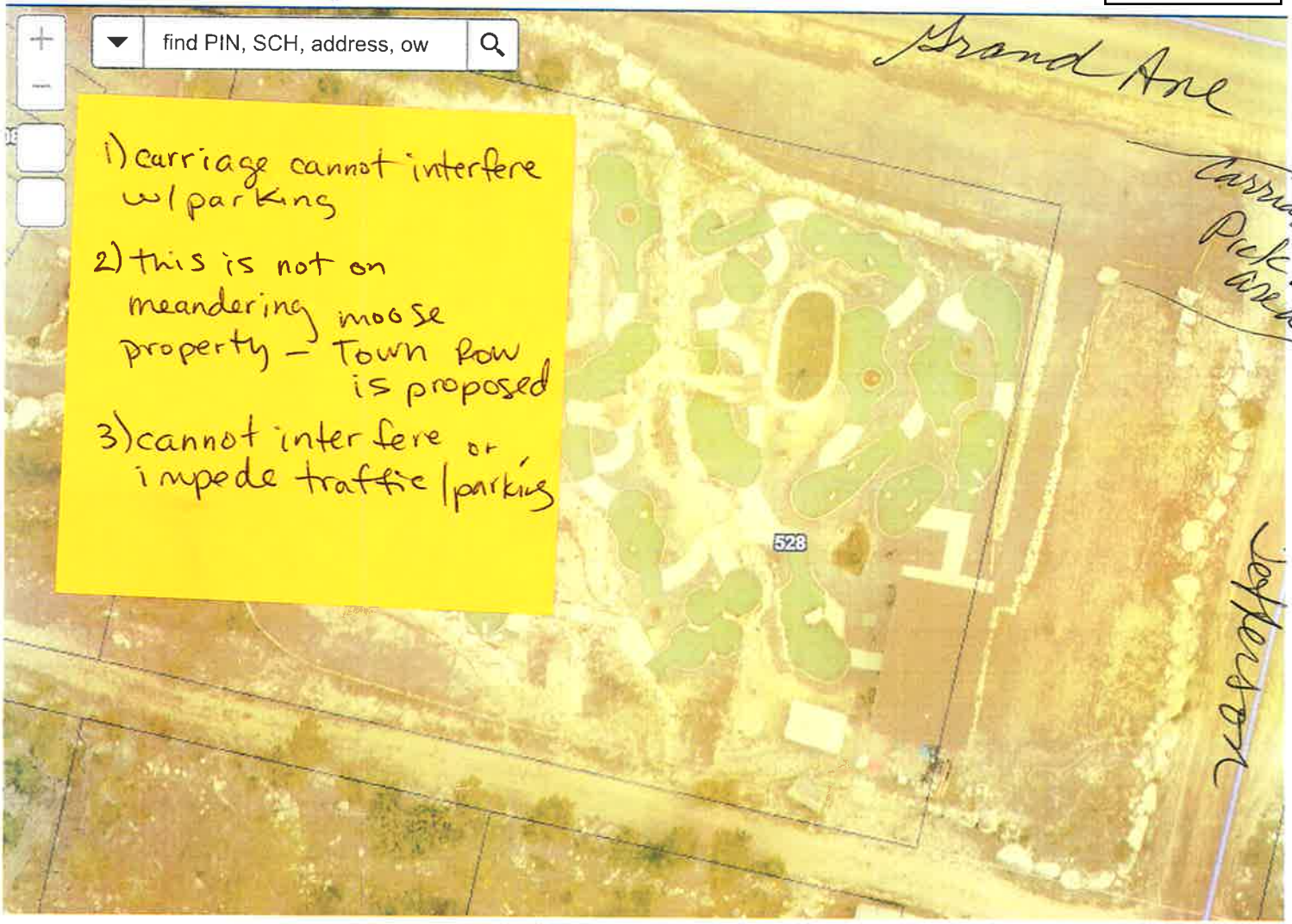
→ Primary Route

Secondary Route

★ pick up / drop off locations

edits 8/9

Grand County Parcel Viewer



6/30/24 OK w/ meandering Moose Mtn Golf
Gretchen Reynolds

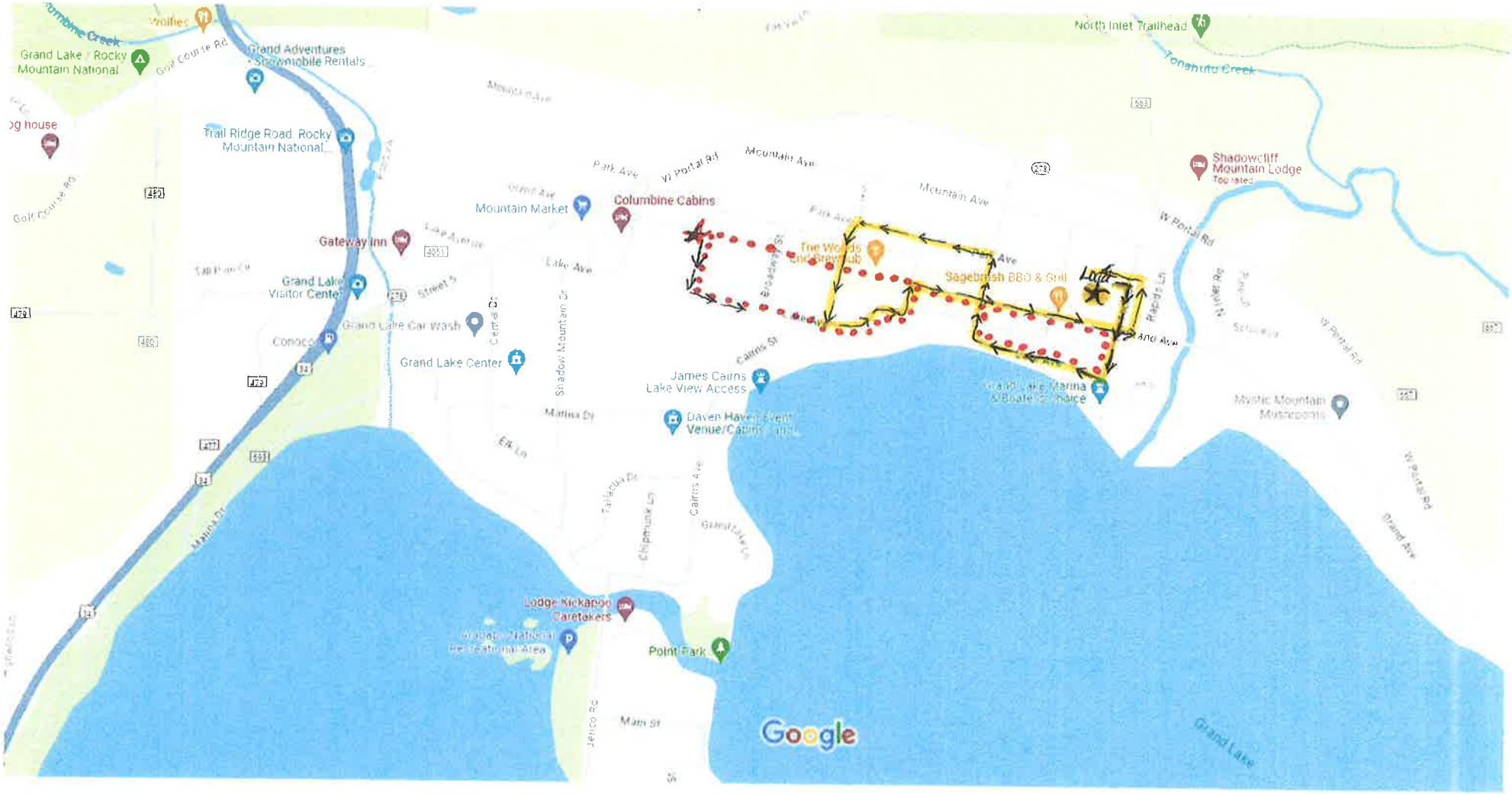
well let you know if it is not working. This is a trial run w/ us.

0 20 40ft
-105.82728 40.25239 Degrees

THE GRAND LAKE CARRIAGE TOURS

Mercedes & Benz

Google Maps



Map data ©2024 Google 500 ft

→ Primary Route

Secondary Route

original submission 7/11/24

Alayna Carrell

From: Alayna Carrell
Sent: Wednesday, August 7, 2024 9:47 AM
To: GL Carriage Tours Colorado
Cc: Kim White
Subject: RE: Grand Lake Carriage Tours- PAYMENT NEEDED, License Application Under Review

Good morning, Ms. Hale,

After review of your answers, we are still needing the following:

- **Detailed Map with Legend, we appreciate you providing the map, but it's not very clear.**
  - **Route**
    - Who owns the land between Hancock & Rapids Lane?
      - Did you get permission from them to ride there?
  - **Exact Pick-up/Drop-off Locations**
    - **Item #1**
      - **States, "staging at corner of Grand"**
        - Where is this?
          - Grand & Hancock
          - Which corner? Northwest?
      - **Also states, "behind Jumpstart"**
        - Cannot be both
        - Behind Jumpstart or Grand Corner
    - **Item #2**
      - **States, "Boot Hill General Store will be utilized for staging and information"**
        - Are horses and wagon located here?
        - Loading here?
    - **Item "E"**
      - **States, "pick-up and drop-ff in the alley-space behind the Boot Hill General Store".**
        - This conflicts with Item #1.
      - **Are the two stars pick-up/drop-off?**
        - Please add to map legend
    - **Drop-off appears to be inside Jumpstart parking lot, is that correct?**
    - **Drop-off appears to be inside Meandering Moose parking lot, is that correct?**
    - **All items listed above need to be DETAILED on your map.**
- **Are you requesting to use Town Right of Way? As that as an application process that must go through our Community Development Director, Kim White.**
  - Per map, this is not Meandering Moose property; this is Town Right-of-Way

To get you on the agenda for this Monday's meeting I am needing all documents tomorrow by noon, as I am out of the office on Friday.

If you no longer wish to pursue this application, please let me know and I can remove it from Staff's "to do" list.

Have a wonderful day,

Alayna Carrell

Town Clerk

Town of Grand Lake
1026 Park Avenue
P.O. Box 99
Grand Lake, CO 80447
O: 970-627-3435 x 102
C: 970-909-4574

www.townofgrandlake.com

From: Alayna Carrell
Sent: Wednesday, July 31, 2024 4:36 PM
To: GL Carriage Tours Colorad[illegible]
Cc: Kim White <kwhite@toglco.com>
Subject: RE: Grand Lake Carriage Tours- PAYMENT NEEDED, License Application Under Review

Ms. Hale,

You were informed last year that if your staging location changed that it would need to go before the Board just as it did the first time.

I will not continue this banter with you.

Staff will be in contact with questions after review of your responses.

Have a wonderful evening,

Alayna Carrell

Town Clerk

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

From: GL Carriage Tours Colorado <[redacted]
Sent: Wednesday, July 31, 2024 4:20 PM
To: Alayna Carrell <acarrell@toglco.com>
Subject: Re: Grand Lake Carriage Tours- PAYMENT NEEDED, License Application Under Review

This sender is trusted.

Alayna,

All I did was tell you that you already had all of the information.

You didn't tell me that I needed to completely resubmit my business like it was brand new until July 3. And then you politely informed me that you were too busy to get us on the agenda, and then you were "too sick" to get us on the agenda after that.

Do I need to go back and tell you when you emailed me to tell me to move the staging point without telling me we needed to resubmit our business, or would you like me to pull up that email on my end?

Morgan Hale

On Wed, Jul 31, 2024 at 4:11 PM Alayna Carrell <acarrell@toglco.com> wrote:

Ms. Hale,

Thank you for providing the requested information, staff will review further tomorrow.

As explained before, this must be processed internally before being passed to the Board of Trustees for approval, staff must follow the Town of Grand Lake Municipal Code.

I do have your first approval packet (attached) but wanted to confirm that was still the same insurance being used.

Regarding the waste bags, again, we wanted to confirm, as staff has seen them in town without them.

I received your completed application packet on July 11th and have processed accordingly. If this would have been submitted in a timely manner for processing and not at peak season, we could have had it processed a little quicker.

If we have any further questions, we will be sure to let you know.

Have a wonderful day,

Alayna Carrell

Town Clerk

Town of Grand Lake

1026 Park Avenue

P.O. Box 99

Grand Lake, CO 80447

O: 970-627-3435 x 102

www.townofgrandlake.com

From: GL Carriage Tours Colorado
Sent: Wednesday, July 31, 2024 3:25 PM
To: Alayna Carrell <acarrell@toglco.com>
Cc: Kim White <kwhite@toglco.com>
Subject: Re: Grand Lake Carriage Tours- PAYMENT NEEDED, License Application Under Review

This sender is trusted.

Also, the insurance was provided and it is the exact same policy you approved last year. Again, nothing changed but the location of storage and staging and it moved about 150 feet.....

On Wed, Jul 31, 2024 at 3:20 PM GL Carriage Tours Colorado <grandlakecarriagetours@gmail.com> wrote:

I would also like to further express that, again, nothing has changed in our business scope moving where we store the wagon and are now picking up in that alley/parking lot behind jumpstart instead of Charlie's parking lot. (So yes, we still have the same manure bags described the FIRST time we were approved. With the same plan of staff on hand to deal with manure that ends up on the road and the same plan of disposal. Do you not have the first approved proposal?)

YOU informed me we needed to move our staging and failed to mention at the time you informed me that you felt this changed the entire scope of our business and decided we needed to completely re-propose our business.

We are requesting permission to ALSO pick up by Meandering Moose, but if the town board doesn't like us using that street we have no need to do that.

At this point, I feel like your personal issues are the reason you are dragging this out to waste our summer season, which is fine.

If this business isn't a good fit for Grand Lake, we will absolutely move it to another location in the county.

It would take less time to change the company name and branding than it has to get in front of the board for a second time over a simple change of storage location.

With summer fading, I am less and less inclined to continue playing games with the clerk and planner when they can't walk a block down the boardwalk to use their eyes to understand the map they were given.

I don't feel like I have had any collaboration or cooperation with town staff and that's too bad. It has prevented a new local business from operating that everyone was really excited about.

On Wed, Jul 31, 2024 at 2:52 PM GL Carriage Tours Colorado <_ wrote:

Good afternoon, Ms. Carrell,

I would be happy to explain all of this in person at the next board meeting and answer all questions. Just like last year when it only took 2 weeks to do this and now our business is behind because the town planner doesn't know that there is an alley at the end of Grand behind jumpstart.....

Which is where you will find the Boot Hill General Store face.

The locations are both identified on the map and since the location by the Meandering Moose is a town road I assumed the town needed to agree with using it.

Ms. Hale

On Wed, Jul 31, 2024 at 2:15 PM Alayna Carrell <acarrell@toglco.com> wrote:

Good afternoon, Ms. Hale,

After review from our Community Development Director, Kim White, the following items needs to be clarified.

MOU with Jumpstart Coffee:

- **Item #1**

- **States, "staging at corner of Grand"**
  - Where is this?
    - Grand & Hancock
    - Which corner? Northwest?
- **Also states, "behind Jumpstart"**
  - Cannot be both
    - Behind Jumpstart or Grand Corner
    - **Item #2**
- **States, "Boot Hill General Store will be utilized for staging and information"**
  - Are horses and wagon located here?
  - Loading here?
  - Please clarify
    - **Item "E"**
- **States, "pick-up and drop-ff in the alley-space behind the Boot Hill General Store".**
  - This conflicts with Item #1.

"Route Map"

- Are the two stars pick-up/drop-off?
- Please add to map legend
  - Drop-off appears to be inside Jumpstart parking lot, is that correct?
  - Drop-off appears to be inside Meandering Moose parking lot, is that correct?
  - Who owns the land between Hancock & Rapids Lane?
- Did you get permission from them to ride there?

Meandering Moose Map

- Per map, carriage pick-up cannot interfere with parking or traffic
  - Per Town of Grand Lake Municipal Code:

    6-3-2 Upon Application

The Mayor or the Mayor's designee shall issue an animal drawn vehicle permit if t finds that:

A. The proposed animals, vehicles, routes, hours, frequency and other aspects of use of the streets will not unreasonably interfere with the efficient movement of other traffic;

- Per map, this is not Meandering Moose property; this is Town Right-of-Way

Photo

- What/Where is this?

Confirm

- Do you have the animal waste bags?
    - Per Town Municipal Code:

6-3-2 Upon Application.

The Mayor or the Mayor's designee shall issue an animal drawn vehicle permit if the Mayor finds that:

B. The applicant presents a workable plan of sanitation such that no animal waste is deposited or left on any public or private property as a result of operations;

- Per Town Municipal Code:

6-3-8 Permittee to Comply with Health and Sanitation Laws.

The Permittee shall comply with all applicable laws and regulations of the Town, county and state and further shall meet at least the following specific sanitation conditions:

A. All horses, mules and other animals shall be equipped with adequate devices to prevent manure and other excrement from falling upon a street. The permittee shall immediately remove any excrement that falls upon the Town's streets at the permittee's expense. Failure to comply with this section may result in total or partial cashing of the three hundred dollars ($300.00) cash bond noted in Section 1 above, the amount deducted to be based on estimated cost of the Town's employees and equipment or by the actual amount billed by a third party contracted by the Town for that purpose.

B. All animal waste for disposal shall be promptly transported to sites or facilities legally empowered to accept it for treatment or disposal.

Item Request

- Copy of current public liability insurance
    - Per Town Municipal Code:

6-3-2 Upon Application.

The Mayor or the Mayor's designee shall issue an animal drawn vehicle permit if the Mayor finds that:

(D) The applicant presents adequate public liability insurance, the amount to be set by the Mayor or his designee;

Thank you,

Alayna Carrell

Town Clerk

Town of Grand Lake

1026 Park Avenue

P.O. Box 99

Grand Lake, CO 80447

O: 970-627-3435 x 102

C: 970-909-4574

www.townofgrandlake.com

From: Alayna Carrell
Sent: Monday, July 22, 2024 3:15 PM
To: GL Carriage Tours Colorado <
Subject: RE: Grand Lake Carriage Tours- PAYMENT NEEDED, License Application Under Review

Good afternoon,

I have been out of the office since you dropped your application off and did not put you on the agenda due to the application needing to go through the proper channels to be approved, currently it's in our planning department being reviewed, per my email I sent you on Friday. Once approval from planning has been received, I can then get you on the agenda.

You are more than welcome to attend the meeting and speak at public comment, everyone is fully aware of your situation, and I am following the proper procedures.

My Admin Assistant just informed me you paid the $50.00, I have made the update on your license. Thank you for taking care of that.

Have a wonderful evening,

Alayna Carrell

Town Clerk

Town of Grand Lake

1026 Park Avenue

P.O. Box 99

Grand Lake, CO 80447

O: 970-627-3435 x 102

C: 970-909-4574

www.townofgrandlake.com

From: GL Carriage Tours Colorado <
Sent: Monday, July 22, 2024 2:14 PM
To: Alayna Carrell <acarrell@toglco.com>
Cc: Doug DaFoe <ddafoe@toglco.com>
Subject: Re: Grand Lake Carriage Tours- PAYMENT NEEDED, License Application Under Review

This sender is trusted.

Good afternoon,

I have the receipt for the payment I made for this license.

I did however notice that along with you claiming I didn't submit the payment, that we are not on the agenda for the meeting this evening as you said you would do as long as we submitted everything to you by the 16th.

I will be at the town hall meeting this evening to make public commentary on this matter. With all of the previous emails and my payment receipt.

Have a great afternoon.

Morgan Hale

On Fri, Jul 19, 2024 at 7:01 PM Alayna Carrell <acarrell@toglco.com> wrote:

> Good evening,
>
> Thank you for dropping off your Animal Drawn Vehicle License Application and business plan as requested.
>
> I am still needing payment in the amount of $50.00, we will be open Monday through Friday 8:00am to 4:30pm for you to drop off, or you can pay over the phone but there is a 2.5% fee.
>
> This is currently under review in our planning department, once her review is complete, I will be in touch.

Have a wonderful weekend,

Alayna Carrell

Town Clerk

Town of Grand Lake

1026 Park Avenue

P.O. Box 99

Grand Lake, CO 80447

O: 970-627-3435 x 102

C: 970-909-4574

www.townofgrandlake.com

From: Alayna Carrell
Sent: Wednesday, July 3, 2024 1:54 PM
To: GL Carriage Tours Colorado <[redacted]
Subject: RE: Pick-ups with the carriage

Yes, it's an annual renewal.

Alayna Carrell

Town Clerk

Town of Grand Lake

1026 Park Avenue

P.O. Box 99

Grand Lake, CO 80447

O: 970-627-3435 x 102

C: 970-909-4574

www.townofgrandlake.com

From: GL Carriage Tours Colorado ·
Sent: Wednesday, July 3, 2024 1:44 PM
To: Alayna Carrell <acarrell@toglco.com>
Subject: Re: Pick-ups with the carriage

This sender is trusted.

Alayna,

Thanks for clarifying your responsibilities for me. One last question, will we need to double pay for the license as well?

Thanks again for all of your help,

Morgan

On Wed, Jul 3, 2024 at 1:10 PM Alayna Carrell <acarrell@toglco.com> wrote:

Morgan,

It is not my responsibility to reach out to business owners when they make changes, that is on them to follow up with the Town to make sure all proper procedures are being met.

I understand you have been speaking with the Mayor, however there are still protocols that need to be followed. The reason this is so important is my planner needs to review and confirm that the property being used is ok to transact such business.

Great! Then it shouldn't be too hard for you to round up those documents and put a proper map together outlining your business plan. You can find your license renewal application on our website.

Please let me know if that date works for you and we can move forward.

Have a wonderful day,

Alayna Carrell

Town Clerk

Town of Grand Lake

1026 Park Avenue

P.O. Box 99

Grand Lake, CO 80447

O: 970-627-3435 x 102

C: 970-909-4574

www.townofgrandlake.com

From: GL Carriage Tours Coloradc
Sent: Wednesday, July 3, 2024 12:55 PM
To: Alayna Carrell <acarrell@toglco.com>
Subject: Re: Pick-ups with the carriage

This sender is trusted.

Alayna,

Thank you so much for taking a few moments to send that email.

I don't see that our business license has changed in scope at all. We moved our main spot across the street into a much safer area, everything else is within the same scope. Same routes. Same wagon. Same owners.

You informed me that I would have to inform the board of business approval to participate with us, not that we would have to get an approval every time we change a small detail. Leona and I have been working with the Mayor as well since we cleaned up the old Boot Hill general store face so it wouldn't have to be torn down.

You have had the memorandum for Jump Start for several weeks now. I understand you have a lot of things on your plate but so does the rest of the town at the moment. If we needed to come before the board, you should have informed us when you received that memorandum.

If we have to go before the board to answer questions that can easily be answered via phone call, then I will have to cancel our reservations and the Town of Grand Lake will be costing our business money because their town clerk has too much on her plate.

There are no further documents I have been informed that would be required.

Nothing has changed besides our staging location.

I am happy to go before the board and answer any questions, if I have to cancel reservations until then, I will have questions of my own to present for the record as well.

I am also happy to put everything in email for you.

Thank you for your time, again.

Ms. Hale

On Wed, Jul 3, 2024 at 12:38 PM Alayna Carrell <acarrell@toglco.com> wrote:

Hi Ms. Hale,

I received your messages; however, other items have been priority right now.

Since you have changed the scope of your approved business license you will need to go bac Board for approval. I informed you of that last year when we put you before the Board for the first time, that if your scope changes you will have to have it approved again.

Yes, they will need to go before the Board as well in case any of the Trustees have questions. If you have all documents turned into me by July 19th ,I can get you on the Board meeting for the 22nd, if not it will be the first meeting in August. Due to your timing with the holiday, there is no way I can get you on the upcoming agenda for the 8th.

I am the Town Clerk and oversee the licensing process, you must correspond with me. Doug is Code Enforcement and has nothing to do with the approval of your business license.

Please continue all correspondence in email as I would like everything documented in writing.

Alayna Carrell

Town Clerk

Town of Grand Lake

1026 Park Avenue

P.O. Box 99

Grand Lake, CO 80447

O: 970-627-3435 x 102

C: 970-909-4574

www.townofgrandlake.com

From: GL Carriage Tours Colorado <
Sent: Wednesday, July 3, 2024 11:56 AM
To: Alayna Carrell <acarrell@toglco.com>; Doug DaFoe <ddafoe@toglco.com>
Subject: Pick-ups with the carriage

This sender is trusted.

Hello,

I tried to call and stop by Monday and was told I would get an email response, but since I haven't received any response at all, I figured maybe I should just do it this way.

Gretchen from the Meandering Moose stopped by to turn in her paper giving the Grand Lake Carriage Tours permission to pick up and drop off at her business—as we were asked by Alayna to do.

There is ample space to pull off the main road there and very little cause for safety concern since there is an entire little dirt side road there that few vehicles use regularly.

For some reason, Gretchen was informed that I will have to go before the board to get that approved.

My questions are:

Why were we not informed that we would have to go before the board every single time we needed to pick up at businesses?

Why am I having these businesses submit their approval if the only thing that matters is board approval?

Do Jumpstart and Grand Lake Carriages need to come before the board before we operate under the submitted memorandum?

If this is personal, we can address it personally.

If it is not, then I want to know who in the town besides the clerk I can speak to and get some clarification on what is required of us so that Doug doesn't have to run around telling us we can't do our business in town.

I appreciate a prompt response, email is fine.

Morgan Hale

The Grand Lake Carriage Tours

GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING MINUTES

Monday, July 22, 2024, at 6:00 PM

Town Hall Board Room – 1026 Park Avenue

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

1. Call to Order

The regular meeting of the Board of Trustees was called to order by Mayor Kudron at 6:15 P.M. in the Town Hall Board Room.

2. Pledge of Allegiance

Mayor Kudron led everyone in reciting the Pledge of Allegiance.

3. Announcements

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

4. Roll Call

Mayor Kudron, Mayor Pro-Tem Bergquist, Trustees Causseaux, Sobon, and Schoenherr, Town Clerk Carrell, Public Works Director Reed- Tolonen, and Town Manager Patterson present.

Trustee Sobon made a motion to excuse Trustee Arntson from the workshop and evening meeting. Trustee Causseaux seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	**Aye**
Mayor Pro-Tem Bergquist	**Aye**
Trustee Arntson	**Absent**
Trustee Causseaux	**Aye**
Trustee Schoenherr	**Aye**
Trustee Sobon	**Aye**
Vacancy	**-----**

5. Conflicts of Interest

None.

6. Manager's Report

7. Public Comments (Limited to 3 Minutes)

Gothard Lane, 1302 Spruce Drive- Mr. Lane expressed his confusion regarding Middle Park Times and SkyHi News publications. He also expressed his concern regarding the post office and postings being made there.

8. Consent Agenda

A. Meeting Minutes July 8, 2024

Presented by Town Manager, Patterson.

Mayor Pro-Tem Bergquist made a motion to approve the consent agenda. Trustee Sobon seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	**Aye**
Mayor Pro-Tem Bergquist	**Aye**
Trustee Arntson	**Absent**
Trustee Causseaux	**Aye**
Trustee Schoenherr	**Aye**
Trustee Sobon	**Aye**
Vacancy	**-----**

9. Accounts Payable

A. July 22, 2024

Presented by Town Treasurer, Wilson.

Mayor Pro-Tem Bergquist made a motion to approve accounts payable for July 22, 2024. Trustee Causseaux seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	**Aye**
Mayor Pro-Tem Bergquist	**Aye**
Trustee Arntson	**Absent**
Trustee Causseaux	**Aye**
Trustee Schoenherr	**Aye**
Trustee Sobon	**Aye**
Vacancy	**-----**

10. Financial Review

A. May Sales Tax & June Financial Reports

Presented by Town Treasurer, Wilson.

11. Items of Discussion

A. Consideration of Resolution 45-2024, Appointing Guy Patterson as Town Administrator

Presented by Town Manager, Patterson.

Mayor Pro-Tem Bergquist made a motion to approve Resolution 45-2024, appointing Guy Patterson as Town Administrator. Trustee Schoenherr seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	**Aye**
Mayor Pro-Tem Bergquist	**Aye**
Trustee Arntson	**Absent**
Trustee Causseaux	**Aye**
Trustee Schoenherr	**Aye**
Trustee Sobon	**Aye**
Vacancy	**-----**

B. Consideration to Direct Town Staff to Draft Letter in Support of Northwest Colorado Council of Governments (NWCCOG) Grant Application

Presented by Town Manager, Patterson.

Mayor Pro-Tem Bergquist made a motion to direct Town Staff to draft letter in support of Northwest Colorado Council of Governments (NWCCOG) grant application for a mix of high-speed DCFC and Level Two EV Chargers to be signed by the mayor. Trustee Schoenherr seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	**Aye**
Mayor Pro-Tem Bergquist	**Aye**
Trustee Arntson	**Absent**
Trustee Causseaux	**Aye**
Trustee Schoenherr	**Aye**
Trustee Sobon	**Aye**
Vacancy	**-----**

C. Consideration to Approve a New Special Event Permit Application & Resolution 42-2024, Setting Certain Fees for the Kole Fund's Special Event, Arts & Craft Festival

Presented by Event Manager, Weekes.

Mindy Nelson, was present on behalf of the Kole Fund.

Trustee Sobon made a motion to approve the new special event permit application and Resolution 42-2024, a Resolution setting certain fees for the Kole Fund's special event, Arts & Craft Festival. Trustee Causseaux seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	**Aye**
Mayor Pro-Tem Bergquist	**Aye**
Trustee Arntson	**Absent**
Trustee Causseaux	**Aye**
Trustee Schoenherr	**Aye**
Trustee Sobon	**Aye**
Vacancy	**-----**

D. Consideration to Approve Resolution 43-2024, Setting Certain Fees for the Peaks 'N Pines Quilt Guild's Use of the Grand Lake Center

Presented by Event Manager, Weekes.

Judith Smith and Lois Pratt were present on behalf of Peaks 'N Pines Quilt Guild.

Trustee Causseaux made a motion to approve Resolution 43-2024, a Resolution setting certain fees for the Peaks 'N Pines Quilt Guild's use of the Grand Lake Center. Mayor Pro-Tem Bergquist seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	**Aye**
Mayor Pro-Tem Bergquist	**Aye**
Trustee Arntson	**Absent**
Trustee Causseaux	**Aye**
Trustee Schoenherr	**Aye**
Trustee Sobon	**Aye**
Vacancy	**-----**

E. Consideration to Approve a New Special Event Permit Application & Resolution 44-2024, Setting Certain Fees for the Town of Grand Lake's, CDT Designation Day

Presented by Event Manager, Weekes.

Trustee Causseaux made a motion to approve the new special event permit application and Resolution 44-2024, setting certain fees for the Town of Grand Lake's CDT Designation Day. Mayor Pro-Tem Bergquist seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	**Aye**
Mayor Pro-Tem Bergquist	**Aye**
Trustee Arntson	**Absent**
Trustee Causseaux	**Aye**
Trustee Schoenherr	**Aye**
Trustee Sobon	**Aye**
Vacancy	**-----**

F. Consideration to Set Public Hearing on August 12, 2024, for Verts Grand Lake, LLC.'s Marijuana License Approval

Presented by Town Clerk, Carrell.

Trustee Sobon made a motion to set the public hearing on August 12, 2024, for Verts Grand Lake, LLC's marijuana license approval. Trustee Schoenherr seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	**Aye**
Mayor Pro-Tem Bergquist	**Aye**
Trustee Arntson	**Absent**
Trustee Causseaux	**Aye**
Trustee Schoenherr	**Aye**
Trustee Sobon	**Aye**
Vacancy	**-----**

12. Future Items for Consideration

- Marijuana License Approval
- Discussion on Regular Engagement
    - Sheriff Report
    - Code Enforcement Report
- Discussion on a Roads Plan
- Discussion on Budget in Regard to Art Space/Space to Create

13. Mayor's Report

We are an incredible community of people, people who do their very best for their community. In a community such as ours, we want to continue to hear from those that are passionate about changes they think can be made for the better welfare of the town.

We need to make sure the decisions we make today are going to benefit the community in the future. Keeping an open dialogue and listening will help us make the best decisions. This place will outlast every single one of us and we need to ensure we are doing are best to those we are leaving it to.

14. Adjourn Meeting

Trustee Sobon made a motion to adjourn the meeting. Mayor Pro-Tem Bergquist seconded the motion. Town Clerk Carrell called the vote:

Mayor Kudron	**Aye**
Mayor Pro-Tem Bergquist	**Aye**
Trustee Arntson	**Absent**
Trustee Causseaux	**Aye**
Trustee Schoenherr	**Aye**
Sobon	**Aye**
Vacancy	**-----**

This meeting of the Board of Trustees was adjourned at 7:30 PM.

(Attest)

_____ _____

Alayna Carrell, Town Clerk **Stephan Kudron, Mayor**

Request for Board Action

Meeting Date: 8/12/2024

Agenda Item No: H2	Department: Treasurer	Presenter: Wilson

ITEM:
Consideration to approve Accounts Payable

BACKGROUND:
At every Board meeting, the Town Board of Trustees approves the accounts payable.

FISCAL NOTE
All documents were emailed to Trustees for review on Thursday, August 8, 2024.

STAFF RECOMMENDATION
Approve

SUGGESTED MOTIONS
I make a motion to approve/(deny) the accounts payable for August 12, 2024

Request for Board Action

Meeting Date: 8/12/2024

Agenda Item No:	Department:	Presenter:
9A	Administration	Carrell

ITEM:

Approve/Deny Resolution 47-2024, Appointing _____ to Fill the Vacancy on the Board of Trustees.

BACKGROUND:

On June 19, 2024, Trustee Bishop resigned from the Board of Trustees.

When a vacancy occurs on the Board of Trustees, the next steps are dictated by both Colorado Revised Statute § 31-4-205 and Municipal Code § 2-3-5. The language of the state statute dictates a timeline for filling a vacancy:

> (2) Within sixty days after a vacancy occurs in the city council, the council shall:
> (a) Appoint a person possessed of all statutory qualifications to fill the vacancy until the term of office of a successor elected at the next regular election has commenced as provided in section 31-4-105; or
> (b) Order an election, subject to the municipal election code, to be held as soon as practicable to fill the vacancy until the term of office of a successor elected at the next regular election has commenced as provided in section 31-4-105.
> - C.R.S. § 31-4-205(2)

The language governing the process is largely mirrored in the Grands Lake Municipal Code:

> Filling Vacancies in Elective Offices
> The Board of Trustees shall have power, by appointment, to fill all vacancies in the Board or in any other elected office, and the person so appointed shall hold office until the next regular election and until his successor is elected and qualified. If the term of the person creating the vacancy was to extend beyond the next regular election, the person elected to fill the vacancy shall be elected for the unexpired term. Where a vacancy or vacancies exist in the office of trustee and a successor or successors to be elected at the next election to fill the unexpired term or terms, the three candidates for trustee receiving the highest number of votes shall be elected to four-year terms and the candidate or candidates receiving the next highest number of votes, in descending order, shall be elected to fill the unexpired term or terms. (C.R.S. 31-4-301(5), 1973, 1979 Supp.)
> - Grand Lake Municipal Code § 2-3-5.

These requirements establish Friday, August 16, 2024, as the final date on which the Board of Trustees must appoint someone to fill the vacancy or schedule a special election. Since our next Board of Trustees meeting falls after the final date in which someone must be appointed, the vacancy will be filled at the August 12, 2024, Board of Trustees meeting. There is no requirement that the Town advertises the vacancy or solicits applications; although, traditionally, the Town has taken those actions.

Whoever is selected to fill the vacancy will only fill the vacancy until a successor is elected in the April 2026, election.

The Town's Municipal Code requires that all Trustees meet certain qualifications:

> Trustees shall be qualified electors who have resided within the limits of the Town for a period of at least twelve (12) consecutive months immediately preceding the date of the election; provided that in case of annexation, any person who has resided within the annexed territory for the time prescribed shall be deemed to have met the residence requirements for the Town to which the territory was annexed. (C.R.S. 31-4-301(1), 1973)

- Grand Lake Municipal Code § 2-4-1.

SUGGESTED MOTIONS

I make a motion to approve/(deny) ***Resolution 47-2024, Appointing_____ to Fill the Vacancy on the Board of Trustees.***

TOWN OF GRAND LAKE

RESOLUTION NO. 47- 2024

A RESOLUTION APPOINTING A NEW TRUSTEE TO FILL A VACANCY ON THE

GRAND LAKE BOARD OF TRUSTEES

WHEREAS, the Town of Grand Lake Municipal Code and Colorado State Statute dictate the composition of the Board of Trustees; and

WHEREAS, the Town of Grand Lake has followed all steps required by law to solicit a qualified person to fill said vacancy; and,

WHEREAS, the Board of Trustees of the Town of Grand Lake has determined that _____is a qualified candidate.

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

The Board of Trustees of Grand Lake, Colorado appoints _____as a Trustee to fill the vacancy, with all the privileges and limitations as imposed by the Grand Lake Municipal Code and Colorado State Statutes thereof.

DULY MOVED, SECONDED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 12th DAY OF JULY 2024.

(SEAL)

Votes Approving:
Votes Opposed:
Absent:
Abstained:

ATTEST:

TOWN OF GRAND LAKE

_____
Alayna Carrell
Town Clerk

_____
Stephan Kudron
Town Mayor

Request for Board Action

Meeting Date: 8/12/2024

Agenda Item No: 9B	Department: Administration	Presenter: Carrell

ITEM:

Approve/Deny Resolution 48-2024, a Marijuana License Application from Verts Grand Lake LLC. d/b/a Verts Neighborhood Dispensary at 525 Grand Avenue.

The Board has before it an application for a Regulated Marijuana Business Store License under Article 5 of Chapter 6 of the Town Code, and after the Board conducts a public hearing on the application, the Board can vote to approve or deny the license application, or vote to continue/adjourn the hearing until their next regular meeting on 8/26 (which would keep the hearing open until 8/24, therefore not requiring any other noticing).

BACKGROUND:

- On November 8, 2022, the voters of the Town of Grand Lake (the "Town") approved Town of Grand Lake Ballot Question 2C, "allow[ing] the operation of marijuana businesses in the town and amending the municipal code by the addition of new sections permitting, subject to regulations to be adopted by ordinances of the town, certain activities relating to marijuana, and by so doing repeal[ing] Article 5 of Chapter 7 and Article 11 of Chapter 7, or other sections of the Grand Lake Municipal Code (the "Town Code"), to the extent they are inconsistent with such authorization."
- **June 12, 2023, Board of Trustees Meeting:**
  - Town of Grand Lake passed Ordinance 06-2023
  - *Per the Grand Lake Municipal Code, Article 5, Chapter 6, Section 6-5-7(b) within forty-five (45) days of the effective date of this Article, the Town shall post notice on its website indicating that Lottery Phase Applications shall be accepted for a sixty (60) day period.*
    - Notice was posted to the Town of Grand Lake's website on September 5, 2023, announcing that the Lottery Phase was open, along with the application, documentation submittal checklist, and other supporting Town of Grand Lake marijuana documents. The Town began accepting applications on September 6, 2023, with a deadline of November 6, 2023, at 4:00 pm.
- **December 13, 2023**
  - Town of Grand Lake Marijuana Lottery applications were received and reviewed by the Town Clerk, Alayna Carrell, and Town Marijuana Attorney, Brian Blumenfeld.
- **January 8, 2024, Board of Trustees Meeting:**
  - *Per Ordinance 06-2023, Section 6-5-7(i) Lottery Selection. Upon final determination by the Board of all Lottery Phase Applications that qualify for entry into the Lottery ("Lottery Applicant(s)"), the Town shall conduct a random Lottery at its next regular public meeting, subject to Subsection (d) of this Section, to select which Lottery Applicant shall proceed with the License Phase Application process under Section 6-5-8. Following such selection, and at the same public meeting, the Town shall also conduct a random Lottery to select alternate Lottery Applicants ("Alternate Applicant(s)"), for the purpose set for in Section 6-5-8(d)(2), by assigning all Alternate Applicants an alternate preference number corresponding to the order in which they were selected.*
    1. *The Town may adopt administrative rules and regulations specifying the policies and procedures for conducting the Lottery.*
  - The Board moved to enter Igadi LTD. and Verts Grand Lake LLC. into the lottery on January 22, 2024.

- **January 22, 2024, Board of Trustees Meeting:**
    - *Per Ordinance 06-2023, Section 6-5-7(i) Lottery Selection. "Upon final determination by the Board of all Lottery Phase Applications that qualify for entry into the Lottery ("Lottery Applicant(s)"), the Town shall conduct a random Lottery at its next regular public meeting, subject to Subsection (d) of this Section, to select which Lottery Applicant shall proceed with the License Phase Application process under 6-5-8. Following such selection, and at the same public meeting, the Town shall also conduct a random Lottery to select alternate Lottery Applicants ("Alternate Applicant(s)"), for the purpose set forth in Section 6-5-8(d)(2), by assigning all Alternate Applicants an alternate preference number corresponding to the order in which they were selected.*
        1. *The Town may adopt administrative rules and regulations specifying the policies and procedures for conducting the Lottery."*
    - Each applicant was assigned a set of numbers, Igadi 1-11, who did receive 10% bonus weight, per section 6-5-7(d)(2), as they are a Social Equity Licensee under the Colorado Marijuana Code, and Verts Grand Lake LLC. assigned numbers 12-21. The winning number was generated through random.org and broadcast live at the Board of Trustees Meeting in order to maintain transparency to the public. Both applicants confirmed their support in conducting the lottery in this manner. Since the Town only received the two applications, the runner up will become the automatic "Alternate Applicant".
    - Per random.org, the number generated was "17", declaring Verts Grand Lake LLC. as the lottery winner and Igadi as the "alternate candidate".
- **March 18, 2024, Town of Grand Lake Marijuana Application received from Verts Grand Lake LLC.**
- **April 12, 2024, the Town Clerk declares the Verts Grand Lake LLC Application complete.**
- **April 3, 2024, Planning Commission, Conditional Use Permit:**
    - Per municipal code 12-2-31 (B) staff presented the application to the Planning Commission at the Planning Meeting on April 3, 2024, at which point the Planning Commission voted to schedule a public hearing.
- **April 17, 2024, Planning Commission, Conditional Use Permit:**
    - Staff noticed the meeting 15 days prior to the April 17th meeting. A letter was sent to Town prior to the official noticing of the item. Staff presented the application during Public Hearing to the Planning Commission on April 17, 2024, at which point the Planning Commission discussed the matter and moved to continue until May 1, 2024. Since the Planning Commission continued the hearing and did not make recommendation to the Board at the April 22nd BOT meeting, the Board continued the Conditional Use Permit Hearing until May 13th, 2024, in order to have a recommendation from the Planning Commission.
- **May 1, 2024, Planning Commission, Conditional Use Permit:**
    - At the May 1, 2024, PC hearing, the Planning Commission took into consideration the following factors while making a recommendation to the Town Board of Trustees:
        (ii) Relationship of the proposed Conditional Use to the economic development objectives of the Town and the anticipated impact of the Conditional Use on existing businesses and neighborhood residences (as listed in 6.pdf).

        (iii) Effect upon the character of the area in which the proposed Conditional Use is to be located, including the scale and bulk of the proposed Conditional Use in relation to surrounding uses and neighborhood (as listed in 7.pdf).

        (iv) Other factors such as: hours of operation; signage; specific businesses, land owners or other interested parties to be notified; or proposed conditions of CUP issuance (as listed in 1-5,8.pdf).
    - At the May 1, 2024, PC hearing, the Commission voted 2:2 on a motion to approve the Conditional use with conditions. The tie vote means that the motion did not gain a majority of votes.
- **May 13, 2024, Board Trustees Meeting, Conditional Use Permit:**
    - The Board approved Resolution 27-2024, a Conditional Use Permit for Verts Grand Lake, LLC at 525 Grand Avenue to the Board with the following necessary and appropriate terms and conditions including the installation of a Boardwalk, greenspace, and improved parking

surface adjacent to the frontage of the property, the work for which shall be completed w
3 months of an adjoining property completing the same work.

- **July 8, 2024, Boart of Trustees Meeting:**
  - *Per Ordinance 06-2023, Section 6-5-8(e)(3),* Town staff presented to the Board its findings that the Applicant had submitted all required materials and otherwise satisfied all requirements under the Town Code to qualify for a Regulated Marijuana Store License.
- **July 22, 2024, Board of Trustees Meeting:**
  - *Per Ordinance 06-2023, Section 6-5-9 Public Hearing*
    - *(a) The Town Clerk shall schedule a public hearing before the Board on the License Phase Application.*
      1. *The public hearing shall be held not less than fourteen (14) days from the date the Town Clerk reported the findings under Section 6-5-8(e)(3).*
      2. *The public hearing shall only be held after the Town Planning Commission has reported its recommendations to the Board, pursuant to Town Code 12-2-31(B)(3)(a)(3), on the Applicant's Conditional Use Permit application.*
    - *(b) The Town shall post and publish notice of the hearing not less than fourteen (14) days prior to the hearing. The Town shall give public notice by the posting of a sign in a conspicuous place at the property of the proposed Regulated Marijuana Store, and by publication in a newspaper of general circulation in the Town.*
  - The Board moved to set the public hearing date on August 12, 2024.
- **Public Notice:**
  - Middle Park Times for the following publication dates:
    - July 24, 2024
    - July 31, 2024
    - August 7, 2024
  - Facility Location, 525 Grand Avenue:
    - July 22, 2024
  - Posted at the Following Locations:
    - Town Hall, 1026 Park Avenue
      - July 22, 2024
    - Grand Lake Post Office, 520 Center Drive
      - July 23, 2024

FISCAL NOTE

- Lottery Phase application fee $4,000.00
- Licensing Phase Application fee $3,000.00
- License Renewal fee $2,000.00
- Transfer of Ownership fee $1,000.00

BOARD OPTIONS

Sec. 6-5-10. Issuance or Denial of License.

(a) For the purpose of voting to approve or deny a License, the Board may consider the facts and evidence adduced as a result of:

1. *The review and investigation under Section 6-5-8(e).*
2. *Review and investigation of the License Phase Application by the Board.*
3. *The recommendations of the Planning Commission.*

The testimony and evidence presented by the Applicant, the public, or Town staff at the public hearing under Section 6-5-9, including any written or oral public comments submitted in conjunction therewith. Any other facts pertinent to the qualifications of the Applicant.

(b) The Board has the authority to refuse to approve a License for good cause, including without limitation, if the Board has made the following findings:

1. *The Applicant has violated, does not meet, or has failed to comply with any of the terms, requirements, conditions, or provisions of the License, the Town Code, the Colorado Marijuana Code, or any applicable state or local law, rule, or regulation.*
2. *The Board has determined that the Applicant's character, record, or reputation is not satisfactory after consideration of factors, which include without limitation:*

1. The Applicant has knowingly submitted false information, made [illegible] misrepresentations, knowingly committed fraudulent acts, or omitted material facts;

11. The Applicant has a criminal history of crimes of moral turpitude, which may include without limitation murder, burglary, robbery, arson, kidnapping, or sexual assaults;

111. The Applicant has had a professional license, including without limitation a government-issued marijuana license, denied or revoked as a result of violations oflaw, rule, or regulation, or a finding of bad moral character by a government entity; or

1v. The Applicant has been found to be currently delinquent in the payment of any state or local taxes, and has shown a pattern of failing to correct such delinquency;

3. Specific evidence pertaining to the Applicant that approving the License at the location specified in the License Phase Application will adversely affect the public health, safety, or welfare.

(c) No later than thirty (30) days from the date of the public hearing under Section 6-5-9, the Board shall issue its decision approving or denying the License. The decision shall be in writing and shall state the reasons for the decision. The Board shall send a copy of the decision, by email and U.S. mail, to the Applicant at the address shown in the License Phase Application, and shall make its decision available to the public.

(d) The Board may impose reasonable conditions upon a License.

(e) After approval of a License, the Board shall not issue the License until:

1. The Applicant has obtained all other required licenses and permits related to the operation of the Regulated Marijuana Store, and has satisfied all pre-issuance License conditions, if any.

2. The Regulated Marijuana Store building and site is approved for occupancy with such furniture, fixtures and equipment in place as are necessary to comply with the applicable provisions of all state and local laws and regulations, and any License conditions imposed by the Board.

3. The Board has voted to approve the Applicant's Conditional Use Permit.

4. The Applicant has complied with Section 6-5-17 of this Article.

(t) After approval of a License, the Board, or its designee, shall notify the MED of such approval.

SAMPLE RESOLUTION & SUGGESTED MOTIONS

Staff has attached to this memo a sample resolution approving the Application, including written findings and license conditions.

The following are four suggested motions the Board may choose from:

I make a motion to approve Resolution 48-2024, a marijuana license for Verts Grand Lake LLC., d/b/a Verts Neighborhood Dispensary at 525 Grand Avenue.

I make a motion to approve a marijuana license for Verts Grand Lake LLC., d/b/a Verts Neighborhood Dispensary at 525 Grand Avenue, and direct Town Staff to draft an approval resolution reflecting the findings and license conditions as set forth by the Board.

I make a motion to deny a marijuana license for Verts Grand Lake LLC., d/b/a Verts Neighborhood Dispensary at 525 Grand Avenue, and direct Town Staff to draft a denial resolution reflecting the findings as set forth by the Board.

I make a motion to continue the public hearing to the next regular meeting of the Board on August 26, 2024.

TOWN OF GRAND LAKE
REGULATED MARIJUANA
LICENSE APPLICATION

☑ **NEW LICENSE** ☐ **RENEWAL** ☐ **TRANSFER OF OWNERSHIP**

APPLICANT MUST CHECK THE APPROPRIATE BOX(ES)

1. Applicant is applying as a

☐ Corporation

☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

☐ Individual

☑ Limited Liability Company

☐ Association or Other

Verts Grand Lake LLC

2. Applicant If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation — Fein Number

Verts Neighborhood Dispensary

2a. Trade Name of Establishment (DBA) — State Sales Tax No. — Business Telephone

525 Grand Ave.

3. Address of Premises (specify exact location of premises)

Grand Lake	Grand	CO	80447
City	County	State	ZIP Code

4. Mailing Address (Number and Street) — City or Town — State — ZIP Code

REGULATED MARIJUANA LICENSE FEES

☑ Application Fee for New Regulated Marijuana License.....$3,000.00*

☐ Renewal Application Fee for Regulated Marijuana License.....$2,000.00*

☐ Application Fee for Transfer of Ownership.....$1,000.00*

* Plus reimbursement of any additional fees or expenses incurred by the Town and/or reimbursement of any Town expenses incurred in excess of this amount.

APPLICATION DOCUMENTS CHECKLIST AND WORKSHEET

Instructions: This checklist should be utilized to assist applicants with filing **all** required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Application fees are nonrefundable.

ITEMS SUBMITTED, PLEASE CHECK ALL APPROPRIATE BOXES COMPLETED OR DOCUMENTS SUBMITTED

I. APPLICANT INFORMATION

- ☐ A. Applicant/Licensee identified.
- ☐ B. Copy of State of Colorado Regulated Marijuana Business License; or if not yet received, Copy of State of Colorado Regulated Marijuana Business License Application and all associated application materials.
- ☐ C. License type or other transaction identified.
- ☐ D. If any information in the Applicant's Lottery Phase Application has changed, Applicant has included all such changed information in this License Phase Application, including all related documentation.
- ☐ E. Additional information may be required by the local licensing authority or their designee(s).

II. DIAGRAM OF THE PREMISES

- ☐ A. No larger than 8 1/2" X 11".
- ☐ B. Dimensions included (doesn't have to be to scale). Exterior areas should show control (fences, walls, etc.).
- ☐ C. Separate diagram for each floor (if multiple levels).

III. PROOF OF PROPERTY POSSESSION

- ☐ A. Deed in name of the Applicant ONLY (or)
- ☐ B. Lease in the name of the Applicant ONLY with proper consent from the Landlord and acceptance by the Applicant.
- ☐ C. Lease Assignment in the name of the Applicant (ONLY) with proper consent from the Landlord and acceptance by the Applicant.
- ☐ D. Other Agreement if not deed or lease.

IV. BUSINESS PLAN

- ☐ A. Updated and comprehensive business plans, tailored to the location specified in the License Phase Application, covering all subject areas set forth in Section 6-5-7(c)(9)

V. FINDINGS OF SUITABILITY

- ☐ A. Proof of Findings of Suitability issued by the MED for all Controlling Beneficial Owners of the Applicant

VI. TOWN OF GRAND LAKE DOCUMENTS

- ☐ A. Town of Grand Lake Business License
- ☐ B. Town of Grand Lake Sales Tax License
- ☐ C. Proof of Submission to the Town of a Conditional Use Permit Application pursuant to Town Code 12-2-31(B)

19. If applicant is a corporation, partnership, association or limited liability company, applicant **must list** ALL OFFICERS, DIRECTORS, GENERAL PARTNERS, AND MANAGING MEMBERS.

NAME	HOME ADDRESS, CITY & STATE	DOB	POSITION
Ashley Close			Member
Alexander Close			Member
Daniel Rowland			Member

Registered Agent (if applicable) Address for Service

Cordillera Advisory Management, Inc.

OATH OF APPLICANT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Town Code and the Colorado Marijuana Code.

Authorized Signature Title Date

REPORT OF TOWN CLERK

Date application filed with Town Clerk

March 18, 2024

Date of local authority hearing (for new license applicants, cannot be less than 14 days from date of the report of findings from the Application investigation pursuant to 6-5-8(e), and shall only be scheduled after the Town Planning Commission has reported its recommendations to the Town Board pursuant to 6-5-9(a)(2).

THE TOWN CLERK HEREBY AFFIRMS:

That each person required to has:

	Yes	No
Submitted all License Phase Application materials pursuant to Section 6-5-8	☑	☐
That the local authority, or their designee(s), has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with, and aware of, all provisions of the State and Town marijuana code	☑	☐
Date of Inspection or Anticipated Date TBD	☐	☐
Further findings of the Application investigation, pursuant to Section 6-5-8(e), attached.	☐	☐
	☐	☐

Town Clerk Telephone Number TOWN, CITY

Signature Title Date

Signature (attest) Title Date

RMB Application Instructions

At this time, Social Equity Fees cannot be paid when utilizing online application submission. Please use the hard copy applications, which can be dropped off or mailed to the MED Lakewood office, or an appointment can be made to submit the application in person at the MED Lakewood office.

PLEASE READ PRIOR TO APPLYING FOR A NEW BUSINESS LICENSE

If not currently licensed as an owner, you will need to be found suitable prior to submitting a new RMB (Regulated Marijuana Business) application.

Please make sure you know who your local authority is and if they allow the type of license you wish to apply for.

A separate application is required for **EACH** license type.

For **RETAIL** licenses, you will need to provide a separate copy of this application and a check or money order made out to the local authority for the correct amount. (**Must** be sent to the Lakewood Office).

Please go **here** for the affidavits and release packet each owner will need to fill out and sign (right click to open in new tab).

1. Application Fully Completed

Answer each question. If a question does not apply, type NA in the box.

2. Application Contents

- Main Application
- Disclosure Requirements
- Affirmations and Disclosures
- Publicly Traded Company (PTC) Addendum A
- Qualified Private Fund (QPF) Addendum B
- Qualified Institutional Investor (QII) Addendum C
- Research & Development (Medical only) Addendum D

The disclosure requirements and the main application must be completed in full by all applicants. If this is for a PTC, QPF or QII, the appropriate addendum must also be completed.

3. All Forms Signed and Attached

The following accompanying forms must be completed, signed and returned with the application.

- Affirmation & Consent
- Tax Check Authorization
- Investigation Authorization/Authorization to Release Information
- Applicant's Request to Release Information
- Affirmation of Reasonable Care

4. Required Disclosures

- See Application Disclosures
- Upon request by the Division, an Applicant must provide additional information or documents required to process and investigate the application, within seven (7) days of the request. Please note: This deadline may be extended for a period of time commensurate with the scope of the request.

5. Application and License Fees

See fee schedule on website: www.colorado.gov/revenue/med Application fees remitted to the State Licensing Authority and/or the Department of Revenue, are non-refundable.

• Additional fees may be required by the local jurisdiction. You are responsible for identifying your Local Licensing Authority.

Business Information

Is this application for a New Retail or Medical License?

Retail/Medical : Retail

⚠ REMINDER!

Please remember you will need to submit the following to the MED:
1. A full and complete physical copy of your application, along with required supporting documents.
2. A separate check or money order, containing the appropriate fee amount, made out to the Local Authority.

Retail License Type : Retail Marijuana Store

Applicant's Legal Business Name : Verts Grand Lake LLC

List registered trade name(s).

Trade Name (DBA) : Verts Neighborhood Dispensary

Upload Sec. of State Trade Name Registration(s)

SecOfStateTradeNameRegistrations:

Statement of Trade Name of a Reporting Entity.pdf

Federal Taxpayer ID (FEIN) :

Colorado Sales Tax License # :

Ownership Type : LLC

Jurisdiction of Incorporation or Creation of Business Entity : Colorado

Name of Registered Agent : Cordillera Advisory Management, Inc.

Business Incorporation or Creation Date : 09/28/2023

If a Corporation, List all Jurisdictions Where the Corporation is Authorized to Conduct Business :

Are you a Publicly Traded Company?

Yes/No : No

Are you supported by a Qualified Private Fund?

Yes/No : No

Are you supported by a Qualified Institutional Investor (QII)?

Yes/No : No

Physical Address

Street Address of Marijuana Business (include suite #) : 525 Grand Ave.

City : Grand Lake

County : Grand

State : Colorado - CO

ZIP : 80447

Country : United States

Phone Number :

Business Email :

Mailing Address

Mailing Address (include suite or apt. #) :

City :

County : CO

State : Colorado -

Zip

Country : United States

Contact Person

Primary Contact Person for Business : Daniel Rowland

Phone Number

Email :

Questions

Is the applicant (including any of the partners, if a partnership; members or manager if a limited liability company; or officers, stockholders or directors if a corporation) under the age of twenty-one years?

Yes/No : No

Do you have or will you have possession of a licensed premises?

Yes/No : Yes

Please choose type

Deed, lease, etc. : Lease

Please attach copy of Deed, Lease, Sublease (include master lease), Rental Agreement or Contract.

Rental Agreements:

Lease - Verts Grand Lake LLC.pdf

AGREEMENT TO AMEND-EXTEND CONTRACT.pdf

525 Grand Avenue Grand Lake CONTRACT TO BUY AND SELL REAL ESTATE - Commercial.pdf

Are you a Person or Entity applying for a license at a location that is currently licensed as a retail food establishment?

Yes/No : No

Is the applicant, the applicant's parent company or any other intermediary business entity delinquent in the payment of any judgments, taxes, interest or penalties due to the Department of Revenue, relating to a Medical or Retail Marijuana Business?

Yes/No : No

Has a judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign or security law or regulation, ever been filed or entered against the applicant, the applicant's parent company or any other intermediary business entity?

Yes/No : No

In the past year, has the applicant (including any parent companies), been indicted, served with a criminal summons, charged with or convicted of ANY crime or offense in any manner? Include ALL offenses regardless of class of crime or outcome, even if the charges were dismissed or you were found not guilty.

Yes/No : No

Has the applicant filed (and been found suitable), all Finding of Suitability applications required by the Division?

Yes/No : Yes

Ownership Structure

List Controlling Beneficial Owners with 10% or greater ownership and/or Executive Officers, managers and any other individual that Controls the RMB.

Corporate Owners:

Is the Owner a Natural Person? : Yes

If the owner is a Person, enter the name, date of birth, and SSN below.

First Name : Ashley

Middle Name : Louise

Last Name : Close

SSN :

Date of Birth

List the M or OE number

Marijuana Owner License Number : M144191

Street Address :

Apt./Suite No. :

City : Denver

State or Province : Colorado - CO

Zip :

Phone :

Business Associated With : Verts Grand Lake LLC

Ownership Percentage in Controlling Entity/Parent Company :

Ownership Percentage in Applicant : 45

Is the Owner a Natural Person? : Yes

If the owner is a Person, enter the name, date of birth, and SSN below.

First Name : Alexander

Middle Name : Michael

Last Name : Close

SSN :

Date of Birth

List the M or OE number

Marijuana Owner License Number : M157720

Street Address :

Apt./Suite No. :

City : Columbus

State or Province

Zip :

Phone :

Business Associated With : Verts Grand Lake LLC

Ownership Percentage in Controlling Entity/Parent Company :

Ownership Percentage in Applicant : 45

Is the Owner a Natural Person? : No

If the owner is an Entity, enter the Legal Name and FEIN below.

Legal Name of Owner Entity : Cordillera Advisory Management, Inc.

FEIN :

List the M or OE number

Marijuana Owner License Number : OE000445

Street Address :

Apt./Suite No. :

City : Lakewood

State or Province : Colorado - CO

Zip :

Phone .

Business Associated With : Verts Grand Lake LLC

Ownership Percentage in Controlling Entity/Parent Company :

Ownership Percentage in Applicant : 5

Is the Owner a Natural Person? : Yes

If the owner is a Person, enter the name, date of birth, and SSN below.

First Name : Daniel

Middle Name : Wood

Last Name : Rowland

SSN :

Date of Birth :

List the M or OE number

Marijuana Owner License Number : M144029

Street Address :

Apt./Suite No. :

City :

State or Province : Colorado -

Zip :

Phone :

Business Associated With : Cordillera Advisory Management, Inc.

Ownership Percentage in Controlling Entity/Parent Company : 100

Ownership Percentage in Applicant :

Upload owner(s) affirmation/release packet(s), suitability approval letter(s)(if applicable) and a government issued photo id.

Affirmationreleasepacket:

Finding of Suitability - Alexander Close - Approval letter 11.8.2023.pdf

Finding of Suitability - Ashley Close - Approval Letter 7.15.2022.pdf

Finding of Suitability - Cordillera Advisory Management - Approval Letter 7.20.2022.pdf

Finding of Suitability - Daniel Rowland - Approval Letter 7.20.2022.pdf

Affirmation and release packet_Alex.pdf

Affirmation and release packet_Ashley.pdf

Affirmation and release packet_Dan.pdf

Are there any outstanding options, warrants or contracts, that may be exercised into an Owner's Interest in the RMB within the next 60 days that would constitute a CBO?

Yes/No : No

Are there any other Persons, other than those listed in the Ownership Structure, that can control the RMB?

Yes/No : No

List all Indirect Financial Interest Holders (if applicable).

Interest Holder:

Local Licensing Authority

⚠ REMINDER!

You are responsible for identifying your Local Licensing Authority AND knowing if they allow the license type for which you are applying. Application fees are non-refundable. If you submit an application and the type is NOT allowed under a Local Authority's jurisdiction, you could be referred for denial.

Local Licensing Authority : Town of Grand Lake

Local Licensing Authority Contact Name (if known) : Alayna Carrell

Contact Phone Number (if known) : (970) 909-4574

Contact Email (if known) : acarrell@toglco.com

Does the local licensing authority permit this type of business in their jurisdiction?

Yes/No : Yes

Required Disclosures

Consolidated Financial Statements- (Must provide Balance Sheet, Income Statement & Cash Flow Statement for the previous calendar year), including auditors reports and footnotes, if applicable. (See separate PTC requirements on PTC Addendum.

Consolidated Financial Statements

FinancialStatements:

Verts Grand Lake LLC no business activity.pdf

Have your financial statements been audited?

Yes/No : No

Copy of the Local license application, if required for a RMB.

CopyofLocallicenseapplication:

Organizational Chart, including the identity and ownership percentage of all CBO's

OrganizationalChart:

I. Organizational chart.pdf

Certificate of Good Standing from jurisdiction where Entity was formed

CertificateofGoodStanding:

H. Certificate of good standing.pdf

Organizational Documents including identity and physical address of the registered agent in Colorado. Please be sure to include documents reflecting the ownership structure.

Choose Type of Organizational document you are providing

Type : Operating Agreement for LLC

Operating Agreement

OperatingAgreementforLLC:

K. Operating Agreement - Verts Grand Lake LLC_10-31-2023.docx

Corporate Governance Documents (not required for Privately held companies)

CorporateGovernancedocuments:

Provide a Legible and Accurate diagram for the facility. The diagram must include a plan for the Licensed Premises and a separate plan for the Security/Surveillance, including camera location, number and direction of coverage.

Facility Diagrams:

Diagram - Main Floor and Loft.pdf

Provide a copy of any contracts, agreements, royalty agreements, equipment leases, financing agreement, security contract or any other IFIH required to be disclosed by Rule 2-230(A)(3).

Contracts:

Provide a copy of any management agreement(s).

ManagementAgreement:

Provide a list of any sanctions, penalties, assessments or cease and desist orders.

List here : None.

Upload any documentation here.

documentation:

Reasonable Care (Choose one)

AFFIRMATION OF REASONABLE CARE – PRIVATE COMPANY

Pursuant to section 44-10-309(4) C.R.S., and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Passive Beneficial Owners, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I,

Field 11-2 : Daniel Rowland

, as Controlling Beneficial Owner or Manager for

Field 11-5 : Verts Grand Lake LLC

, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature of Authorized Representative : Daniel Rowland

Date : 03/11/2024

AFFIRMATION OF REASONABLE CARE – PUBLICLY TRADED CORPORATION

Pursuant to section 44-10-309(5) C.R.S., and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Non-objecting Passive Beneficial Owner, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I,

Field 11-13 :

, as Controlling Beneficial Owner or Manager for

Field 11-15 :

, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature of Authorized Representative :

Date :

Affirmation of Complete Application

I affirm that I have submitted a complete application and by selecting the "I Affirm and Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Affirm and Accept : ☑

Signature : Daniel Rowland

Date : 03/18/2024

Customer Survey

The **PAYMENT SCREEN** will come up **after** this survey. You can scroll to the bottom and click "Finish" to move directly to the **PAYMENT SCREEN**. **Your application is not completed until you have paid and reached the confirmation screen.**

We would like to know your experience with this online application process and if you have suggestions on how we can improve it. Please take a few minutes to complete this **voluntary** questionnaire to help us serve you better. (You may skip this survey and submit your application by clicking the finish button.) Thank you.

Please review the options below and tell us why you chose to apply online (please select all that apply):

Convenience : ☑

Faster Service : ☑

Time Savings : ☑

I thought it was the only option : ☐

Other : ☐

Please tell us where you learned about the online application process.

Please tell us where you learned about the online application process. : Other

Only show when other selected

Other : Website

On a scale of 1-5, with 1 being not convenient and 5 being very convenient, how convenient was the online application for you to complete?

How convenient was the online application for you to complete? : 3- Neutral

On a scale of 1-5, with 1 being hard and 5 being very easy, did you find the online application process easy to understand?

Did you find the online application process easy to understand? : 4- Somewhat easy to understand

On a scale of 1-5, with 1 being unsatisfied and 5 being very satisfied, rate your overall online application experience.

Please rate your overall online application experience. : 3- Neutral

Do you have any comments to help us improve the online application process?

Comments : This would be great if we weren't still required to print off a hard copy and send it into the Department. That's duplicative.

Would you like a team member to contact you about your comments?

Want to be contacted : No

E-Filed

Colorado Secretary of State
Date and Time: 02/08/2024 12:13 PM
ID Number: [redacted]

Document number:
Amount Paid: $20.00

Document must be filed electronically.
Paper documents are not accepted.
Fees & forms are subject to change.
For more information or to print copies
of filed documents, visit www.coloradosos.gov.

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity

filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

1. For the reporting entity delivering this statement, its ID number, true name, form of entity and the jurisdiction under the law of which it is formed are

   ID Number _____
   (Colorado Secretary of State ID number)

   True name: Verts Grand Lake LLC

   Form of entity: Limited Liability Company

   Jurisdiction: Colorado

2. The trade name under which such entity transacts business or conducts activities or contemplates transacting business or conducting activities in this state is

   Verts Neighborhood Dispensary

3. A brief description of the kind of business transacted or activities conducted or contemplated to be transacted or conducted in this state under such trade name is

   Retail

4. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*
   ☐ This document contains additional information as provided by law.

5. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

   (If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)
   The delayed effective date and, if applicable, time of this document are _____.
   (mm/dd/yyyy hour:minute am/pm)

Notice:
Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that such document is such individual's act and deed, or that such individual in good faith believes such document is the act and deed of the person on whose behalf such individual is causing such document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S. and, if applicable, the constituent documents and the organic statutes, and that such individual in good faith believes the facts stated in such document are true and such document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is identified in this document as one who has caused it to be delivered.

6. The true name and mailing address of the individual causing this document to be delivered for filing are

Rowland	Daniel		
(Last)	*(First)*	*(Middle)*	*(Suffix)*

(Street number and name or Post Office Box information)

(City)	*(State)*	*(Postal/Zip Code)*
(Province – if applicable)	United States *(Country – if not US)*	

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

☐ This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:
This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

Affirmation & Consent

I, Alexander Close, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Natural Person Finding of Suitability Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial of the Marijuana application. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana license.

Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

Print Full Legal Name of Applicant clearly below:

Last Name of Applicant (Please Print)	First Name of Applicant	Middle Name of Applicant
Close	Alexander	Michael

Signature [signature] REQUIRED Date 3/11/24

Confidential Document: This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

Tax Check Authorization and Request To Release Information

I Alexander Close am signing this waiver on behalf of Verts Grand Lake LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee.

The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e), C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license.

Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority release the following information and supporting documentation to the Colorado Marijuana Enforcement Division, which is acting as Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to obtain the information specified below.

1. Whether the Applicant/Licensee has failed to file any state tax return with the Colorado Department of Revenue or any other state or local taxing authority by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
3. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

Applicant/Licensee authorizes the Colorado Department of Revenue and any other state or local taxing authority to release any additional information or documentation necessary to answer the questions above. Applicant/Licensee authorizes the Colorado Marijuana Enforcement Division and its legal representatives to use the information and documentation obtained from the Colorado Department of Revenue and any other state or local taxing authority in any administrative action regarding the application or license. To assist the Colorado Department of Revenue and any other state or local taxing authority locate the tax records, Applicant/Licensee is voluntarily providing the following information (please type or print).

Applicant's Name (Individual/Business)	Social Security Number/Tax Identification Number		
Verts Grand Lake LLC			
Street Address	**City**	**State**	**Zip Code**
Home Telephone Number	**Business/Work Telephone Number**		

Legal Last Name (Please Print)	Legal First Name	Full Middle Name
Close	Alexander	Michael
Applicant's Signature REQUIRED		Date 3/11/24

Investigation Authorization/Authorization to Release Information

I, Alexander Close, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name	Trade Name (DBA)	
Verts Grand Lake LLC	Verts Neighborhood Dispensary	
Last Name of Owner (Please Print)	**First Name of Owner**	**Middle Name of Owner**
Close	Alexander	Michael
Signature	REQUIRED	**Date**
Alexander Close		3/11/24

Confidential Document: This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

Applicant's Request to Release Information

TO: (Leave this Blank)	FROM: (Applicant's Printed Name) Verts Grand Lake LLC

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.

2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.

3. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.

4. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:

   (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;

   (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request:

   (c) To place the name of the agent presenting this request in the appropriate location on this request.

5. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

6. This power of attorney ends twenty-four (24) months from the date of execution.

7. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant.

8. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.

9. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Applicant's Last Name (Please Print)	First Name	Full Middle Name
Close	Alexander	Michael
Signature [signature] REQUIRED		Date 3/11/24

Affirmation & Consent

I, Ashley Close, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Natural Person Finding of Suitability Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial of the Marijuana application. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana license.

Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

Print Full Legal Name of Applicant clearly below:

Last Name of Applicant (Please Print)	First Name of Applicant	Middle Name of Applicant
Close	Ashley	Louise

Signature: Ashley Close

Date: 3/12/2024

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Tax Check Authorization and Request To Release Information

I Ashley Close am signing this waiver on behalf of Verts Grand Lake LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee.

The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e), C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license.

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Applicant's Name (Individual/Business)	Social Security Number/Tax Identification Number		
Verts Grand Lake LLC			
Street Address	City	State	Zip Code
Home Telephone Number	Business/Work Telephone Number		

Legal Last Name (Please Print)	Legal First Name	Full Middle Name
Close	Ashley	Louise
Applicant's Signature		Date
Ashley Close		3/12/2024

Investigation Authorization/Authorization to Release Information

I, Ashley Close, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name	Trade Name (DBA)		
Verts Grand Lake LLC	Verts Neighborhood Dispensary		
Last Name of Owner (Please Print)	First Name of Owner	Middle Name of Owner	
Close	Ashley	Louise	
Signature			Date
Ashley Close			3/12/2024

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Applicant's Request to Release Information

TO: (Leave this Blank)	FROM: (Applicant's Printed Name)
	Verts Grand Lake LLC

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.

2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.

3. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.

4. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:

   (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;

   (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request:

   (c) To place the name of the agent presenting this request in the appropriate location on this request.

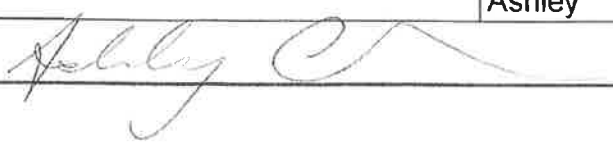
5. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

6. This power of attorney ends twenty-four (24) months from the date of execution.

7. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant.

8. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.

9. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Applicant's Last Name (Please Print)	First Name	Full Middle Name
Close	Ashley	Louise
Signature 		Date 3/12/2024

Affirmation & Consent

I, Daniel Rowland, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Natural Person Finding of Suitability Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial of the Marijuana application. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana license.

Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

Print Full Legal Name of Applicant clearly below:

Last Name of Applicant (Please Print)	First Name of Applicant	Middle Name of Applicant
Rowland	Daniel	Wood

Signature	Date
Daniel W. Rowland	3-11-2024

Confidential Document: This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

Tax Check Authorization and Request To Release Information

I Daniel Rowland am signing this waiver on behalf of Verts Grand Lake LLC (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee.

The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e), C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license.

Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority release the following information and supporting documentation to the Colorado Marijuana Enforcement Division, which is acting as Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to obtain the information specified below.

1. Whether the Applicant/Licensee has failed to file any state tax return with the Colorado Department of Revenue or any other state or local taxing authority by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
3. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

Applicant/Licensee authorizes the Colorado Department of Revenue and any other state or local taxing authority to release any additional information or documentation necessary to answer the questions above. Applicant/Licensee authorizes the Colorado Marijuana Enforcement Division and its legal representatives to use the information and documentation obtained from the Colorado Department of Revenue and any other state or local taxing authority in any administrative action regarding the application or license. To assist the Colorado Department of Revenue and any other state or local taxing authority locate the tax records, Applicant/Licensee is voluntarily providing the following information (please type or print).

Applicant's Name (Individual/Business)	Social Security Number/Tax Identification Number		
Verts Grand Lake LLC			
Street Address	City	State	Zip Code
Home Telephone Number	Business/Work Telephone Number		
Legal Last Name (Please Print)	Legal First Name	Full Middle Name	
Rowland	Daniel	Wood	
Applicant's Signature		Date	
Daniel W. Rowland		3-11-2024	

Investigation Authorization/Authorization to Release Information

I, Daniel Rowland, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name	Trade Name (DBA)
Verts Grand Lake LLC	Verts Neighborhood Dispensary

Last Name of Owner (Please Print)	First Name of Owner	Middle Name of Owner
Rowland	Daniel	Wood

Signature	Date
Daniel W. Rowland	3-11-2024

Confidential Document: This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

Applicant's Request to Release Information

TO: (Leave this Blank)	FROM: (Applicant's Printed Name)
	Verts Grand Lake LLC

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.

2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.

3. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.

4. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:

   (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;

   (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request:

   (c) To place the name of the agent presenting this request in the appropriate location on this request.

5. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

6. This power of attorney ends twenty-four (24) months from the date of execution.

7. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant.

8. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.

9. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Applicant's Last Name (Please Print)	First Name	Full Middle Name
Rowland	Daniel	Wood
Signature: Daniel W. Rowland		Date: 3-11-2024

COLORADO
Department of Revenue
Specialized Business Group—Marijuana

Marijuana Finding of Suitability Application – Natural Person

Ashley Close

Marijuana Enforcement Division

Colorado Marijuana Enforcement Division

Natural Person – Finding of Suitability Application Instructions

APPLICATION CHECKLIST

☐ 1 **Application Type**

Owner: Any Natural Person who holds 10% interest or more of the Owner's interest of a RMB; Executive Officer, Manager or any other Person or affiliate that is otherwise in a position to execute Control of the RMB.

☐ 2 **Application Fully Completed**

Type or clearly print, in English, an answer to every question. If a question does not apply, indicate with an N/A. If the available space is insufficient, continue on a separate sheet and precede each answer with the appropriate title. Sign and date the application. **Attach a copy of your state issued or Government ID (i.e. passport) or driver's license.**

Notice: You are required by state law to provide your social security number. If you do not have a social security number, you must complete a sworn statement stating you do not have a social security number.

☐ 3 **Application Contents**

- ☐ Disclosure Requirements
- ☐ Main Application
- ☐ Authorization Forms
- ☐ Fingerprint Verification Form
- ☐ IdentoGo Instructions

The disclosure requirements and the main application must be completed in full by all applicants.

☐ 4 **All Forms Signed and Attached**

The following accompanying forms must be completed, signed and returned with the application:

- ☐ Affidavit- Restrictions on Public Benefits
- ☐ Affirmation and Consent
- ☐ Tax Check Authorization and Request to Release Information
- ☐ Investigation Authorization / Authorization to Release Information
- ☐ Applicant's Request to Release Information
- ☐ Affirmation of Eligibility for Social Equity License

☐ 5 **Required Disclosures**

- ☐ **See Suitability Required Disclosures (page 1 of application)**
- ☐ Upon request by the Division, an applicant must provide additional information or documents required to process and investigate the application, within seven (7) days of the request. Please note: This deadline may be extended for a period of time commensurate with the scope of the request.

☐ 6 **Application and License Fees**

All applications and documentation submitted must be single-sided and on 8.5x11 inch paper.

See fee table on website: *www.colorado.gov/revenue/med*

Application fees remitted to the State Licensing Authority and/or the Department of Revenue are non-refundable.

- ☐ Submit complete application packet.
- ☐ Cash, checks (in the name of the applicant or applicants attorney's trust account), money orders and major credit cards (subject to service charge).
- ☐ Mail-in applications can only be paid by check or money order

☐ 7 **Application Submittal**

Applications can be submitted in person or by mail with all attachments and requisite fees to:

Marijuana Enforcement Division
1707 Cole Blvd., Suite 300
Lakewood, CO 80401
ATTN: Business Licensing

NOTE: Incomplete applications will not be processed. Applicants must collect the incomplete application and fees (including those mailed in or delivered via courier), from the Lakewood Office prior to the end of the next business day.

Suitability Required Disclosures

What type of application will this suitability be associated with?

- ☐ New Business (All required Findings of Suitability must first be obtained prior to any new business application submission).
- ☒ Change of Ownership with license # _____ _____
  (Applications for Finding of Suitability associated with Change of Ownership applications must be submitted at the same time).
- ☐ Change of Ownership Exemption with license # _____
- ☐ Social Equity Program

☒ Provide 180 days of account statements used to acquire ownership or proof of ownership, for 180 days, of other assets being used to secure ownership interest.

☒ Provide a copy of a State issued or Government ID (state issued Driver's License, state issued ID or Government issued passport)

☒ Fingerprint information (see instructions provided in the application)

Glossary of Terms:

RMB - Regulated Marijuana Business

PBO - Passive Beneficial Owner

QII - Qualified Institutional Investor

PTC - Publicly Traded Company

CBO - Controlling Beneficial Owner

IFIH - Indirect Financial Interest Holder

QPF - Qualified Private Fund

Pursuant to 44-10-305(4) prior to submitting an application for a license, registration or permit, the applicant needs to be a ware that having a medical marijuana or retail marijuana license and working in the medical marijuana or retail marijuana industry may have adverse federal immigration consequences.

Affirmation of complete application

Signature	Printed Name	Date
Ashley Close	Ashley Close	5/23/2022

DR 8520 (01/08/21)
COLORADO DEPARTMENT OF REVENUE
Marijuana Enforcement Division
Colorado.gov/revenue/med

Marijuana License Number (Leave Blank)

Natural Person Finding of Suitability Application Form

Applicant's Last Name (Please Print)	First Name (Please Print)	Full Middle Name
Close	Ashley	

Maiden/Married Names Used (Full Name) (Attach separate sheet if necessary)	Nicknames, Aliases, Etc. Used (Full Name) (Attach separate sheet if necessary)
NA	NA

Gender	Race				
☐ M ☐ F ☐ X	☐ Asian ☐ Caucasian	☐ Mixed Race ☐ Native Hawaiian/Pacific Islander	☐ Black ☐ Hispanic/Latino	☐ Native American ☐ Undisclosed/Unknown	

Date of Brith	Social Security Number	Government Issued ID & Jurisdiction
		Colorado

Place of Birth: City	State/Prov	Country
		Franklin

Physical Appearance ⇨	Height	Weight	Hair Color	Eye Color

U.S. Citizen	*If "No", List Country of Citizenship
☒ Yes ☐ No	

Physical Address

Address (include unit or apartment number)	City	County	State/Prov	ZIP

Length of time at this Address:		Home Phone Number	Cell Phone Number	Email Address
Year(s)	Month(s)	NA		

Mailing Address (if different from Physical Address)

Address (include unit or apartment number)	City	State/Prov	ZIP
Same as above			

Why are you applying for this application? (Check one of the following):

☒ CBO ☐ PBO ☐ Executive Officer ☐ Social Equity ☐ Manager ☐ Reasonable Cause

Position Held
CEO

Name of Marijuana Business Associated with	Marijuana Business Phone Number	Marijuana Business Contact Name
Golden Alternative Medicine		Ashley Close

Marijuana Business Address	City	State	ZIP

Applicant's Signature	Date
Ashley Close	5/23/2022

Applicant's Last Name (Please Print)	First Name (Please Print)	Full Middle Name
Close	Ashley	

NOTICE: The Finding of Suitability Application Form is an official document. If you provide false information on your marijuana license application and/or do not disclose all information the application asks, your license is subject to denial, and you may be subject to criminal prosecution. The Marijuana Enforcement Division will conduct a complete background investigation and will check all sources of information.

1. Have you been **convicted** of a felony in the 3 years immediately preceding this application? (Unless charge was prior to age 18 and was adjudicated as a juvenile)	☐ Yes ☒ No
2. Are you currently subject to a sentence for a felony conviction, including probation or parole? (Unless charge was prior to age 18 and was adjudicated as a juvenile)	☐ Yes ☒ No
3. Are you currently subject to a deferred judgment? (Unless charge was prior to age 18 and was adjudicated as a juvenile)	☐ Yes ☒ No
4. Have you failed to remedy an outstanding delinquency for any judgments, taxes, interest or penalties due to the Department of Revenue, relating to a Regulated Marijuana Business?	☐ Yes ☒ No
5. Are you a licensed Physician making marijuana patient recommendations? **(Medical Only)**	☐ Yes ☒ No
6. Have you had your authority to act as a primary caregiver revoked by the State Health Agency? **(Medical Only)**	☐ Yes ☒ No
7. Are you under 21 years of age at the time of this application?	☐ Yes ☒ No
8. Are you a sheriff, deputy sheriff, police officer, or prosecuting officer, or an officer or employee with the marijuana state licensing authority or a local licensing authority?	☐ Yes ☒ No
9. Are you a Person that is a "Bad Actor" under rule 506(d) promulgated pursuant to the Federal "Securities Act of 1933", as amended and subject to 17CFR230.506(d)?	☐ Yes ☒ No
10. Are you a person that is prohibited from engaging in transactions pursuant to this Article 10, due to its designation on the "Specially Designated Nationals and Block Person" list maintained by the Federal Office of Foreign Assets Control?	☐ Yes ☒ No

I have thoroughly read and understand the questions above, and understand that I **cannot** hold a Colorado Marijuana license if I answered "Yes" to any of the questions above.

Applicant's Signature	Date
Ashley Close	5/23/2022

Applicant's Last Name (Please Print)	First Name (Please Print)	Full Middle Name
Close	Ashley	

Licensing

1. Provide a list of any privileged or professional licenses, with license numbers, you have held within the last three (3) years prior to the submission of the Finding of Suitability Application. List those that were issued by the Colorado Department of Revenue or the Department of Regulatory Agencies, including all marijuana licenses. Attached	☐ None
2. Have you or any business entity owned by you, ever owned or applied for a Marijuana license in this or any other jurisdiction, foreign or domestic? If so, have you ever been subject to any of the following actions: (1) denial; (2) surrender; (3) order to show cause; (4) suspension; (5) revocation; (6) stipulation or settlement. **If YES, provide details on a separate sheet, including jurisdiction, type of action, and date of action.**	☒ Yes ☐ No
3. Do you now own, have ever owned, or otherwise derive(d) a benefit from assets held outside the United States (other than Canada)?	☐ Yes ☒ No
4. Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign security law or regulation ever been filed or entered against you or a business entity? If YES, explain on a separate sheet of paper.	☐ Yes ☒ No
5. Have you or are you involved in a civil lawsuit in regards to a marijuana business? If YES, provide details on a separate piece of paper.	☐ Yes ☒ No
6. List any sanctions, penalties, assessments, or cease and desist orders imposed by any securities regulatory agency, other than the United States Securities and Exchange Commission. (Provide on a separate sheet.)	

Applicant's Last Name (Please Print)	First Name	Full Middle Name
Close	Ashley	e

Financial History

If known, please submit all executed agreements or documents that grant you any right to any percent of ownership or percent of income from the Colorado Marijuana business with which you are associated.

1. Amount to otherwise be invested or loaned in business:	$ 0.00
2. Percentage of ownership this amount represents:	10.00 %
3. Investment will be derived from the following sources: Providing services for the company	
4. Has your interest in this Marijuana establishment been assigned, pledged or hypothecated to any person, firm, or corporation, or has any agreement been entered into whereby your interest is to be assigned, pledged or sold, either in part or whole?	☐ Yes ☒ No
If YES, explain:	

Income

Annual Income	
Salary (Source): Verts, LLC	$ 80,000
Salary (Source):	$
Interest (Source):	$
Interest (Source):	$
Dividends (Source):	$
Dividends (Source):	$
Other (Source):	$
Other (Source):	$
Total	$ 80,000.00

Applicant's Initials AC

DR 4679 (03/24/14)
COLORADO DEPARTMENT OF REVENUE

Affidavit - Restrictions On Public Benefits

I, Ashley Close, swear or affirm under penalty of perjury under the laws of the State of Colorado that **(check one)**:

- [x] I am a United States citizen.
- [ ] I am not a United States citizen but I am a Permanent Resident of the United States.
- [ ] I am not a United States citizen but I am lawfully present in the United States pursuant to Federal law.
- [ ] I am a foreign national not physically present in the United States.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature	Date (MM/DD/YY)
Ashley Close	5/23/2022

Affirmation & Consent

I, Ashley Close, state under penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Natural Person Finding of Suitability Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial of the Marijuana application. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana license.

Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

Print Full Legal Name of Applicant clearly below:

Last Name of Applicant (Please Print)	First Name of Applicant	Middle Name of Applicant
Close	Ashley	Louise

Signature	Date
Ashley Close	5/23/2022

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Tax Check Authorization and Request To Release Information

I Ashley Close am signing this waiver on behalf of Ashley Close (the "Applicant/Licensee") to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee.

The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions. including sections 44-10-202(1) and 44-10-307(1)(e), C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license.

Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority release the following information and supporting documentation to the Colorado Marijuana Enforcement Division, which is acting as Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to obtain the information specified below.

1. Whether the Applicant/Licensee has failed to file any state tax return with the Colorado Department of Revenue or any other state or local taxing authority by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
3. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

Applicant/Licensee authorizes the Colorado Department of Revenue and any other state or local taxing authority to release any additional information or documentation necessary to answer the questions above. Applicant/Licensee authorizes the Colorado Marijuana Enforcement Division and its legal representatives to use the information and documentation obtained from the Colorado Department of Revenue and any other state or local taxing authority in any administrative action regarding the application or license. To assist the Colorado Department of Revenue and any other state or local taxing authority locate the tax records, Applicant/Licensee is voluntarily providing the following information (please type or print).

Applicant's Name (Individual/Business)	Social Security Number/Tax Identification Number		
Ashley Close			
Street Address	City	State	Zip Code
[redacted]	[redacted]		
Home Telephone Number	Business/Work Telephone Number		
	NA		
Legal Last Name (Please Print)	Legal First Name	Full Middle Name	
Close	Ashley		
Applicant's Signature		Date	
Ashley Close		5/23/2022	

Investigation Authorization/Authorization to Release Information

I, Ashley Close, hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.

The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

Print Full Legal Name of Owner clearly below:

Applicant's Legal Business Name	Trade Name (DBA)	
Last Name of Owner (Please Print)	**First Name of Owner**	**Middle Name of Owner**
Close	Ashley	
Signature		**Date**
Ashley Close		5/23/2022

Confidential Document: This document is the property of the Colorado Marijuana State Licensing Authority and the Colorado Marijuana Enforcement Division, and is provided for Official Use Only. This document may not be further reproduced nor its contents disclosed without the written permission of the Division or State Licensing Authority.

Applicant's Request to Release Information

TO: (Leave this Blank)	FROM: (Applicant's Printed Name) Ashley Close

1. I/We hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.

2. I/We hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.

3. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.

4. I/We do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my/our true and lawful attorney in fact for me/us in my/our name, place, stead, and on my/our behalf and for my/our use and benefit:

   (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I/we might;

   (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request:

   (c) To place the name of the agent presenting this request in the appropriate location on this request.

5. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I/we might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

6. This power of attorney ends twenty-four (24) months from the date of execution.

7. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that it is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant.

8. I/We do, for myself/ourselves, my/our heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.

9. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Applicant's Last Name (Please Print)	First Name	Full Middle Name
Close	Ashley	
Signature Ashley Close		Date 5/23/2022

Affirmation of Eligibility for Social Equity License

Applicant affirms that, prior to submission of this application, he/she was compliant with the following criteria established pursuant to section 44-10-308 (4), C.R.S., and that he/she qualifies to be a social equity licensee.

1. The applicant is a Colorado resident.
   a. Applicant may demonstrate his/her residency by submitting
      1) A current valid Colorado driver's license or Colorado identification card with a current address
      2) A government issued photo identification and two (2) of the following documents:
         - Utility or telephone bill
         - Vehicle registration
         - Voter registration card
         - Statement from a major creditor
         - Bank statement
         - Recent County tax notice
         - Recent contract/mortgage statement
2. The applicant has not previously owned a Regulated Marijuana Business that was subject to revocation.
3. The applicant has demonstrated at least one of the following: (Check at least one of the applicable criteria)

   ☐ The applicant resided for at least fifteen (15) years between the years 1980 and 2010 in a census tract designated by the Office of Economic Development and International Trade as an Opportunity Zone, or designated as a Disproportionate Impacted Area. (A Disproportionate Impacted Area is defined as a census tract in the top 15% of the following: (a) unemployment, (b) school dropout rates, (c) poverty, or (d) the number of individuals receiving public assistance.)

   a. To demonstrate the Applicant residence during the relevant time period he/she may submit:
      - School records, rental or lease agreements, utility bills, mortgage statements, loan documents, bank records, tax returns, or other documents which proves the applicant's residency
      - An affirmation, under penalty of perjury, of the applicant's residence and provide the name(s) and contact information for at least one individual who can verify the applicant's place of residency during the time period at issue.

   ☐ The applicant or applicant's parent, legal guardian, sibling, spouse, child, or minor in their guardianship was, (a) arrested for a marijuana offense, (b) convicted of a marijuana offense, or (c) was subject to civil asset forfeiture related to a marijuana investigation.

   a. The applicant must provide affirmation of the familial relationship, and court or other documents demonstrating the family member's arrest or conviction or that the family member was subject to asset forfeiture related to a marijuana investigation

   ☐ The applicant's household income in the year prior to application did not exceed fifty percent (50%) of the state median income as measured by the number of people who reside in the Applicant's household.

   a. The applicant must provide his/her tax return for the prior year

4. The applicant, or collectively one or more social equity proposed licensees, will hold at least fifty-one percent (51%) ownership of the Regulated Marijuana Business.

I, _____, as the applicant for this New Regulated Marijuana Social Equity
Print

Business state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature	Date

COLORADO
Department of Revenue
Specialized Business Group—Marijuana

Verification of Fingerprints

(disregard this form if you are being printed with IdentoGO)

This form is to be completed by representative taking the applicant's fingerprints.

Please print or type all information other than signature.

Reason for Fingerprinting:

- [x] Finding of Suitability
- [ ] Transporter License
- [ ] CBO Renewal
- [ ] Operator License

Name of Applicant	MED License Number (If Applicable)
Ashley Close	
Name of Representative Taking Fingerprints	Title
Name of Agency Taking Fingerprints	ORI # (If applicable)

Applicant's Identity Verified By:

- [x] Driver's License
- [ ] State ID Card
- [ ] Passport

Document #	
Signature of Representative Taking Fingerprints	Date

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How to use the IdentoGO website

(https://uenroll.identogo.com)

1	**Enter the MED Service Code** Code is: **25YGBJ** (do not do anything with the options at the bottom of the page or you will be misdirected)
2	Choose **Schedule or Manage Appointment**
3	**Enter the required information on each of the following screens:** • Essential info • Citizenship • Personal questions • Personal info • Address • Documents (what form of ID do you wish to use to confirm Identity) • Location (**here is where you will enter your zip code to find a location near you**) • **Choose the site you wish to go to by clicking on the expand arrow, then click the next button within that section** • Date and Time (choose the date and time you want to set for your appointment.), then click **submit.**
4	**At your fingerprint appointment** You will be required to pay the $49.50 fee.
5	**Once your fingerprints are scanned, they will be sent directly to CBI** If you are out-of-state, you will be **REQUIRED** to pay an additional fee ($39.95) to submit the prints to Colorado.
6	**Keep your receipt and send a copy of it with your application packet**
7	**Additional Information** • **DO NOT** call the site you wish to visit, as they may provide inaccurate information. Stick to the website. • If you have questions or problems, please contact michelle.bauman@state.co.us via email.

COLORADO
Department of Revenue
Marijuana Enforcement Division

1697 Cole Blvd., Suite 200
Lakewood, CO 80401

July 15, 2022

Ashley Louise Close

License Type: Owner- Individual
License # M144191

Dear Ashley Louise Close,

The purpose of this correspondence is to inform you that on July 15, 2022 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

COLORADO
Department of Revenue
Marijuana Enforcement Division

October 5, 2022

Ashley Louise Close

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,

Dominque Mendiola
Senior Director

Suitability Application Checklist

1. Application Type

Owner: Any Natural Person who holds 10% interest or more of the Owner's interest of a RMB; Executive Officer, Manager or any other Person or affiliate that is otherwise in a position to execute Control of the RMB.

2. Application Fully Completed

Attach a copy of your Real ID compliant state issued or Government ID (i.e. passport) or driver's license (or see website for additional forms of ID accepted).

If a question does not apply, leave it blank.

Notice: You are required by state law to provide your social security number. If you do not have a social security number, you must complete a sworn statement stating you do not have a social security number.

Application Contents

- Disclosure Requirements
- Main Application
- Authorization Forms

All Forms Signed and Attached

The following accompanying forms must be completed, signed and returned with the application:

- Affidavit- Restrictions on Public Benefits
- Affirmation and Consent
- Tax Check Authorization and Request to Release Information
- Investigation Authorization / Authorization to Release Information
- Applicant's Request to Release Information
- Affirmation of Eligibility for Social Equity License

Required Disclosures

See Required Disclosures (section 8)

Upon request by the Division, an applicant must provide additional information or documents required to process and investigate the application, within seven (7) days of the request.

Please note: This deadline may be extended for a period of time commensurate with the scope of the request.

Document Upload Restrictions

- Documents must have the following file type extensions: .doc .docx .pdf .gif .jpg .png
- Documents without a file type extension cannot be accepted.
- Files larger than 75MB **cannot** be accepted.
- If you are providing photos from your smartphone, we advise a lower resolution / medium size photo.
- File names **cannot** be longer than 100 characters (including extension).
- File names **cannot** contain special (non-alphanumeric) characters such as @ ! # % ~

Disqualifier Questions

If you can answer Yes to any of the questions below, you are not currently eligible to obtain an an Owner's license.

NOTICE: The Finding of Suitability Application Form is an official document. If you provide false information on your marijuana license application and/or do not disclose all information the application asks, your license is subject to denial, and you may be subject to criminal prosecution. The Marijuana Enforcement Division will conduct a complete background investigation and will check all sources of information.

Have you been convicted of a felony in the 3 years immediately preceding this application? (Unless charge was prior to age 18 and was adjudicated as a juvenile)

Yes/No : No

Are you currently subject to a sentence for a felony conviction, including probation or parole? (Unless charge was prior to age 18 and was adjudicated as a juvenile)

Yes/No : No

Are you currently subject to a deferred judgment? (Unless charge was prior to age 18 and was adjudicated as a juvenile)

Yes/No : No

Have you failed to remedy an outstanding delinquency for any judgments, taxes, interest or penalties due to the Department of Revenue, relating to a Regulated Marijuana Business?

Yes/No : No

Are you a licensed Physician making marijuana patient recommendations? (Medical Only)

Yes/No : No

Have you had your authority to act as a primary caregiver revoked by the State Health Agency? (Medical Only)

Yes/No : No

Are you under 21 years of age at the time of this application?

Yes/No : No

Are you a sheriff, deputy sheriff, police officer, or prosecuting officer, or an officer or employee with the marijuana state licensing authority or a local licensing authority?

Yes/No : No

Are you a Person that is a "Bad Actor" under rule 506(d) promulgated pursuant to the Federal "Securities Act of 1933", as amended and subject to 17CFR230.506(d)?

Yes/No : No

Are you a person that is prohibited from engaging in transactions pursuant to this Article 10, due to its designation on the "Specially Designated Nationals and Block Person" list maintained by the Federal Office of Foreign Assets Control?

Yes/No : No

I have thoroughly read and understand the questions above, and understand that I cannot hold a Colorado Marijuana license if I answered "Yes" to any of the questions above. : ☑

Fingerprinting Information

Below is a guide for being fingerprinted via the third-party vendors. Please arrange to be printed within 7 days **after** the date of this application.

PLEASE NOTE: When You Click the link, it *DOES NOT* open a new tab. You will either need to use the browser's back arrows to return to your application or you may copy and paste the link into a new window.

Are you in-state or out-of-state?

FingerprintsQuestion : Out-of-State

Out-of-State Options for Fingerprints : IdentoGO

The following are instructions for getting your fingerprints processed using **IDENTOGO.** Visit https://uen-roll.identogo.com and enter the following service code to get started: **25YGBJ**

Choose *Schedule or Manage Appointment*

Enter the required information on each of the following screens:

Essential info

Citizenship, **P**ersonal questions, **P**ersonal info, **A**ddress, **D**ocuments (what form of ID do you wish to use to confirm Identity), **L**ocation (here is where you will enter your zip code to find a location near you), **C**hoose the site you wish to go to by clicking on the expand arrow, then click the next button within that section, **D**ate and Time (choose the date and time you want to set for your appt.), then click submit.

- You will be expected to pay the fee at your fingerprint appointment.
- Once your fingerprints are scanned, they will be sent directly to CBI and MED will receive the results automatically. *If you are out-of-state, you will be required to pay an additional fee ($39.95) to submit the prints to Colorado.*
- Keep your receipt and send a copy of it with your application packet.
- DO NOT call the site you wish to visit, as they may provide inaccurate information. Stick to the website.

Please bring the type of identification you chose during enrollment, to your appointment.

Person Information

Natural Person Finding of Suitability Application Form

Last Name : Close

First Name : Alexander

Full Middle Name :

Maiden/Married Names Used :

Nicknames, Aliases, Etc. Used : Alex

Gender

Race :

Date of Birth :

Social Security Number :

Government Issued ID Number & Jurisdiction :

Place of Birth: City :

Place of Birth - State :

Country :

U.S. Citizen : Yes

Physical Appearance

Height :

Weight :

Hair Color :

Eye Color

Physical Address

Country : United States

Street Address :

City

County :

State :

Zip Code :

Length at this address

Phone Number

Cell Phone Number

Email Address :

Personal Mailing Address

Mailing Address (if outside of the US, put entire address here) :

City :

State :

Zip :

County :

Country : United States

Why are you applying?

Please choose an option below.

Choose one : Executive Officer

Position Held : CEO

Name of Marijuana Business Associated with : Verts Neighborhood Dispensaries

Marijuana Business Contact Name : Ashley Close

Marijuana Business Phone Number

Marijuana Business Physical Address

City :

State :

Zip :

Additional Questions

Provide a list of any privileged or professional licenses, with license numbers, you have held within the last three (3) years prior to the submission of the Finding of Suitability Application. List those that were issued by the Colorado Department of Revenue or the Department of Regulatory Agencies, including all marijuana licenses.

List here : My name has not appeared on any Colorado licenses

Have you or any business entity owned by you, ever owned or applied for a Marijuana license in this or any other jurisdiction, foreign or domestic? If so, have you ever been subject to any of the following actions: (1) denial; (2) surrender; (3) order to show cause; (4) suspension; (5) revocation; (6) stipulation or settlement.

Yes/No : No

Do you now own, have ever owned, or otherwise derive(d) a benefit from assets held outside the United States (other than Canada)?

Yes/No : No

Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign security law or regulation ever been filed or entered against you or a business entity?

Yes/No : No

Have you or are you involved in a civil lawsuit in regards to a marijuana business?

Yes/No : Yes

If Yes, provide details : Currently in a lawsuit in Missouri for a dispute over purchasing ownership

List any sanctions, penalties, assessments, or cease and desist orders imposed by any securities regulatory agency, other than the United States Securities and Exchange Commission.

List here : none

Upload supporting documents here.

Supportingdocumentation:

PL - ts Complaint Filed.pdf

Plaintiff Counterclaim Defendants' Response to Defendants' Motion to Compel wExs A-B.pdf

Are you delinquent in the payment of any Colorado child support? If so, you must provide an agreement to pay.

Yes/No : No

Financial History

If known, please submit all executed agreements or documents that grant you any right to any percent of ownership or percent of income from the Colorado Marijuana business with which you are associated.

Amount to otherwise be invested or loaned in business:

Amount invested : 0

Percentage of ownership this amount represents:

Percentage : unknown

Investment will be derived from the following sources:

Investment source(s) : Work in opening the business

Has your interest in this Marijuana establishment been assigned, pledged or hypothecated to any person, firm, or corporation, or has any agreement been entered into whereby your interest is to be assigned, pledged or sold, either in part or whole?

Yes/No : No

Income

Annual Income (add source and amount below).

List all sources of income and the amount.

Annual Income and Source:

Income Source : Salary (Source):

Amount of income from this source. (If using salary, please list employer(s) name as well.) : Verts Dispensaries Missouri

Income Source : Dividends (Source):

Amount of income from this source. (If using salary, please list employer(s) name as well.) : Verts Dispensaries Missouri

Required Disclosures

What type of application will this suitability be associated with? (Select one of the 3 options).

New Business (All required Findings of Suitability must first be obtained prior to any new business application submission). : ☑

Change of Ownership with license number(s)... : ☐

Change of Ownership Exemption with license number(s)... : ☐

Provide 180 days of account statements used to acquire ownership or proof of ownership, for 180 days, of other assets being used to secure ownership interest. : ☑

Upload required documents here.

AccountStatements:

20230519-statements-3123-.pdf

20230622-statements-3123-.pdf

20230724-statements-3123-.pdf

20230821-statements-3123-.pdf

20230922-statements-3123-.pdf

20230421-statements-3123-.pdf

Provide a photo of a State issued or Government ID (state issued Driver's License, state issued ID or Government issued passport) : ☑

Upload a Government issued photo id here. (You may upload more than one document; .HEIC file type NOT supported).

PhotoId:

IMG_4698.HEIC

Glossary of Terms:

RMB - Regulated Marijuana Business **CBO** - Controlling Beneficial Owner

PBO - Passive Beneficial Owner **IFIH** - Indirect Financial Interest Holder

QII - Qualified Institutional Investor **QPF** - Qualified Private Fund

PTC - Publicly Traded Company

Pursuant to section 44-10-305(4), C.R.S., prior to submitting an application for a license, registration or permit, the applicant needs to be a ware that having a medical marijuana or retail marijuana license and working in the medical marijuana or retail marijuana industry may have adverse federal immigration consequences.

Affirmation & Consent

I state under Penalty for offering a false instrument for recording, pursuant to 18-5-114 C.R.S., that the entire Renewal Employee License Application, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested, may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements, may be grounds for denial of a Marijuana application or the revocation of the license. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority, under oath, with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana license.
Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

I Accept : ☑

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept : ☑

Applicant's Signature : Alexander Close

Date : 10/05/2023

Tax Check Authorization and Request To Release Information

I am signing this waiver on behalf of the "Applicant/Licensee" to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee. The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to

several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e), C.R.S. This waiver is m pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information.

This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license. Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority release the following information and supporting documentation to the Colorado Marijuana Enforcement Division, which is acting as Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to obtain the information specified below.

1. Whether the Applicant/Licensee has failed to file any state tax return with the Colorado Department of Revenue or any other state or local taxing authority by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
3. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

Applicant/Licensee authorizes the Colorado Department of Revenue and any other state or local taxing authority to release any additional information or documentation necessary to answer the questions above. Applicant/Licensee authorizes the Colorado Marijuana Enforcement Division and its legal representatives to use the information and documentation obtained from the Colorado Department of Revenue and any other state or local taxing authority in any administrative action regarding the application or license. To assist the Colorado Department of Revenue and any other state or local taxing authority locate the tax records, Applicant/Licensee is voluntarily providing the following information:

Name, address, phone number, and SSN (previously requested on this application).

I Accept : ☑

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept : ☑

Legal Last Name : Close

Legal First Name : Alexander

Legal Middle Name :

Signature : Alexander Close

Date : 10/05/2023

Investigation Authorization/Authorization to Release Information

I hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

I Accept : ☑

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept : ☑

Applicant's Signature : Alexander Close

Date : 10/05/2023

Applicant's Request to Release Information

1. I hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.

2. I hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division

to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.

3. I hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.

4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.

5. I do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my true and lawful attorney in fact for me in my name, place, stead, and on my behalf and for my use and benefit:

6. (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I might;

7. (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request:

8. (c) To place the name of the agent presenting this request in the appropriate location on this request.

9. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

10. This power of attorney ends twenty-four (24) months from the date of execution.

11. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that he/she is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.

12. I do, for myself, my heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.

13. I agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.

14. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept : ☑

Applicant's Signature : Alexander Close

Date : 10/05/2023

Affirmation of Complete Application

I affirm that I have submitted a complete application and by selecting the "I Affirm and Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Affirm and Accept : ☑

Signature : Alexander Close

Date : 10/05/2023

Customer Survey

We would like to know your experience with this online application process and if you have suggestions on how we can improve it. Please take a few minutes to complete this **voluntary** questionnaire to help us better serve you. (You may skip this survey and still submit your application by clicking the finish button). Thank you.

Please review the options below and tell us why you chose to apply online (please select all that apply):

Convenience : ☑

Faster Service : ☐

Time Savings : ☐

I thought it was the only option : ☐

Other : ☐

Please tell us where you learned about the online application process.

Please tell us where you learned about the online application process. : Co-workers/friend

On a scale of 1-5, with 1 being not convenient and 5 being very convenient, how convenient was the online application for you to complete?

How convenient was the online application for you to complete? : 5- Very Convenient

On a scale of 1-5, with 1 being hard and 5 being very easy, did you find the online application process easy to understand?

Did you find the online application process easy to understand? : 2- Hard to understand

Explain reason for rating (if desired).

Explain : Some things on licensing I am not sure I filled out correctly. Do I need to provide bank statements as well? I'm not sure.

On a scale of 1-5, with 1 being unsatisfied and 5 being very satisfied, rate your overall online application experience.

Please rate your overall online application experience. : 4- Satisfied

Do you have any comments to help us improve the online application process?

Comments : Clearer questions on other licenses held and I do not know my ownership percentage yet. If I answered anything partially please let me know.

Would you like a team member to contact you about your comments?

Want to be contacted : Yes

Please select your contact method below and enter the appropriate information.

Contact Method : Email

Contact Email :

Gmail

Fwd: IdentoGO Service Confirmation - 25YGBJ- Dept of Revenue-Marijuana Center Licensing (State)

1 message

Alex Close <
To: Daniel Rowland

Mon, Oct 30, 2023 at 3:37 PM

---------- Forwarded message ---------
From: <no-reply@uemail.identogo.com>
Date: Tue, Oct 17, 2023 at 10:00 AM
Subject: IdentoGO Service Confirmation - 25YGBJ- Dept of Revenue-Marijuana Center Licensing (State)
To: <

IdentoGO

Service Details:

Customer:	**ALEXANDER CLOSE**
UE ID:	
TCN:	
Service:	**25YGBJ - Dept of Revenue-Marijuana Center Licensing (State)**
CBI Account Number:	**CONCJ9500 - DEPT OF REVENUE-MARIJUANA ENFORCEMENT DIVISION**

Payments

Credit Card ending in(1004)	$96.95
Amount Paid (10/17/2023):	**$96.95**

Status as of 10/17/23

Enrollment Received
Your enrollment has been received and is being processed.

Click here to check your status

This message is only for the use of the intended recipient and may contain information that is CONFIDENTIAL and PROPRIETARY to IDEMIA USA, Inc. If you are not the intended recipient, please erase all copies of the message and its attachments and notify the sender immediately.

--
Thanks,
Alex Close, Founder

Gmail

Fwd: DOR Med Marijuana Division Online Payment Receipt

1 message

Alex Close <...
To: Daniel Rowlanc

Thu, Oct 5, 2023 at 1:06 PM

---------- Forwarded message ---------
From: <support@www.colorado.gov>
Date: Thu, Oct 5, 2023 at 1:46 PM
Subject: DOR Med Marijuana Division Online Payment Receipt
To:

Payment Receipt Confirmation

Your payment was successfully processed.

Transaction Summary

Description	Amount
DOR Med Marijuana Division Online Payment Transaction	$850.00
Service Fee	$19.89
TOTAL	$869.89

This online service is provided by a 3rd party working in partnership with the state of Colorado. The price includes a service fee of $.75 plus 2.25% of the order total for credit card payments or $1 for electronic check payments.

Customer Information

Customer Name Alexander Close
Company Name
Local Reference ID 651ef5e4699ea30053208056
Receipt Date 10/5/2023
Receipt Time 11:46:01 AM MDT

Payment Information

Payment Type Credit Card
Credit Card Type
Credit Card Number
Order ID
Billing Name Alexander Close

Billing Information

Billing Address
Billing City, State
ZIP/Postal Code
Country US

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

STEPHEN CLOSE	)	CASE NO.:
	)	
and	)	JUDGE:
	)	
ALEXANDER CLOSE	)	MAGISTRATE JUDGE:
	)	
Plaintiffs,	)	
	)	
v.	)	
	)	
ELDO ORGANIC, LLC,	)	
	)	
and	)	
	)	
BOTANIC BUSINESS SERVICES, LLC	)	
	)	
and	)	
	)	
BESAME WELLNESS IP, LLC	)	
	)	
and	)	
	)	
JACK R. MITCHELL	)	
	)	
and	)	
	)	
THOMAS J. ELAFROS	)	
	)	
and	)	
	)	

BENNY R. BROWER)
)
and)
)
DANE B. BROWER)
)
Defendants.)

COMPLAINT FOR MONEY DAMAGES, DECLARATORY JUDGMENT, AND FOR PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF

Now come Plaintiffs, STEPHEN CLOSE and ALEXANDER CLOSE, by and through their undersigned counsel and for their Complaint against Defendants state as follows:

THE PARTIES

1. Plaintiff STEPHEN CLOSE is an individual residing in Columbus, Ohio, in this judicial district.

2. Plaintiff ALEXANDER CLOSE is an individual residing in Columbus, Ohio, in this judicial district.

3. Defendant ELDO ORGANIC LLC ("ElDo") is a limited liability company organized and existing under the laws of the State of Missouri with its principal place of business in El Dorado Springs, Missouri. Upon information and belief, all members of ElDo reside in or are located in Missouri or Kansas.

4. Defendant BOTANIC BUSINESS SERVICES LLC ("BBS") is a limited liability company organized and existing under the laws of the State of Missouri with its principal place of business in Kansas City, Missouri. Upon information and belief, all members of BBS reside in or are located in Missouri or Kansas.

5. Defendant BESAME WELNESS IP LLC ("BesaMe") is a limited liability company organized and existing under the laws of the State of Missouri with its principal place of business in Kansas City, Missouri. Upon information and belief, all members of BesaMe reside in or are located in Missouri or Kansas.

6. Defendant JACK R. MITCHELL ("Mitchell") is an individual residing in Kansas City, Missouri. Upon information and belief, Mitchell is the purported Chief Executive Officer ("CEO") of ElDo, BBS, and BesaMe. Upon information and belief, Mitchell may claim or own a membership interest in one or more of ElDo, BBS, and BesaMe.

7. Defendant THOMAS J. ELAFROS ("Elafros") is an individual residing in Overland Park, Kansas. Upon information and belief, Elafros is the purported Chief Financial Officer ("CFO") of ElDo, BBS, and/or BesaMe. Upon information and belief, Elafros may claim or own a membership interest in one or more of ElDo, BBS, and BesaMe.

8. Defendant BENNY R. BROWER is an individual residing in El Dorado Springs, Missouri. Upon information and belief, Benny Brower may claim or own a membership interest in one or more of ElDo, BBS, and BesaMe.

9. Defendant DANE B. BROWER is an individual residing in Kansas City, Missouri. Upon information and belief, Dane Brower may claim or own a membership interest in one or more of ElDo, BBS, and BesaMe.

JURISDICTION AND VENUE

10. Plaintiffs incorporate all previous Paragraphs as if fully restated herein.

11. This Court has diversity jurisdiction over Plaintiffs' claims against all Defendants under 28 U.S.C. § 1332(a)(1) because complete diversity exists between Plaintiffs and Defendants, and the amount in controversy exceeds $75,000.00, exclusive of interest and costs.

Section 9, ItemB.

12. This court has personal jurisdiction over all Defendants because the facts and circumstances giving rise to Plaintiffs' claims occurred in this judicial district and because all Defendants conducted business in this judicial district, thus giving rise to Plaintiffs' claims herein.

13. Defendants transacted business in Ohio by prosecuting negotiations, carrying on business, and/or otherwise having specific business dealings in the state of Ohio, including but not limited to ongoing business relations with Plaintiffs and engaging in an ongoing series of commercial transactions with Plaintiffs.

14. Venue is proper pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to Plaintiffs' claims occurred in this judicial district. Specifically, Defendants transacted business in this judicial district and caused harm to Plaintiffs in this judicial district.

FACTUAL BACKGROUND

15. Plaintiffs incorporate all previous Paragraphs as if fully restated herein.

16. In or around 2019, Plaintiffs participated in the application process to obtain four (4) medical marijuana dispensary locations in the State of Missouri, which were subsequently awarded to Plaintiffs' group.

17. The membership interest/equity held by Plaintiffs, collectively, in each of the four dispensary locations in Missouri totals 24.99%.

18. Others holding membership interests in each of the four dispensaries are non-parties Ryan White (50.01%) and a group comprised of Thomas Kern, Benjamen Kern, Kristopher Chandler, and Thomas Kendrik (collectively, 25%).

19. Separate operating agreements were created and executed in 2019 for each of the four dispensary locations, with all of the members referenced above being a party to each respective operating agreement.

20. The four dispensaries are set up as separate limited liability companies in the State of Missouri: Astro Farms Alpha, LLC; Red Stag Retail, LLC; Astro Farms Gamma, LLC; and Green Gryphon, LLC (collectively, the "Dispensaries").

21. For each operating agreement/Dispensary, the Board of Managers is comprised of Plaintiff Stephen Close, Plaintiff Alexander Close, and non-party Thomas Kern.

22. Pursuant to the respective operating agreements, each Dispensary is managed by the Board of Managers.

23. Decisions are made for each Dispensary by a majority of the Board of Managers. Therefore, decisions can be and are made by the two Plaintiffs, representing two-thirds of the Board of Managers.

24. The operating agreement for each Dispensary restricts the transfer of a member's membership interest (called a member's "Unit") and further requires consent from the Board of Managers in order to effect a transfer of a member's Unit.

25. In addition, the operating agreement for each Dispensary requires that any member's Unit first be offered to the other members as a condition to transferring said Unit.

26. At some point after the construction of the four Dispensaries (in or around 2020 and/or 2021), certain services were required for the Dispensaries to become operational (i.e., marketing, courier services, ATM services, e-commerce services, payroll services, and accounting).

27. One or more of a combination of BBS, ElDo, and BesaMe were hired by Plaintiffs to perform these various operational services.

28. Upon information and belief, Mitchell, Elafros, Benny Brower, and Dane Brower are and continue to be business partners, associates, members, and/or joint investors in various entities in the marijuana space, including but not limited to BBS, ElDo, and BesaMe.

29. Upon information and belief, BBS claims to have specialized expertise in the management of operations in the marijuana space.

30. The four Dispensaries opened for business at various times throughout 2021, from roughly June to October, 2021.

31. A combination of BBS, ElDo, and BesaMe have been providing operational services to the four Dispensaries since they opened.

32. The relationship between the four Dispensaries and BBS, ElDo, and/or BesaMe is and has always been that of a vendor/vendee relationship. At no point was the relationship ever intended to be more than that of a vendor.

33. There exist no written agreements whatsoever governing this vendor relationship. Rather, the vendor agreement was a verbal agreement, with most of the initial communications occurring between Plaintiffs and Mitchell.

34. In exchange for assisting with operational support, Plaintiffs agreed to pay BBS a monthly "management fee," which originally was calculated as a percentage above cost.

35. Upon information and belief, BBS is the vendor who performed certain tasks like bill pay, payroll, and information technology functions, among others.

36. Upon information and belief, ElDo and BesaMe also took part in some of the operational functions described above.

37. By way of one example, certain operating expenses of the dispensaries, such as payroll, were ran through, or commingled with, the funds or accounts of ElDo on at least one occasion.

38. Upon information and belief, BBS, ElDo, and BesaMe have the same ownership/membership structure as well as the same management structure.

39. For all intents and purposes, BBS, ElDo, and BesaMe are one and the same.

40. Upon information and belief, the operation and/or control of BBS, ElDo, and BesaMe by Mitchell, Elafros, Benny Brower, and Dane Brower constitute nothing other than a shell game with a primary purpose of defrauding Plaintiffs.

41. By way of one example, Defendants continue to commingle funds in the various bank accounts held by the four Dispensaries, and yet Defendants have offered no access to the books and records of the Dispensaries, despite many requests by Plaintiffs thereof.

42. Defendants Mitchell, Elafros, Benny Brower, and Dane Brower operated and continue to operate BBS, ElDo, and BesaMe in such a manner that BBS, ElDo, and BesaMe have no separate mind, will, or existence of their own.

43. After a significant rise in expenditures in recent months, Plaintiffs started performing due diligence concerning the operational expenses of the four Dispensaries, including asking questions surrounding the services allegedly being provided by BBS, ElDo, and/or BesaMe.

44. After months of requesting documentation and clarification on expenditures, Plaintiffs elected to recently terminate the vendor relationship with BBS, ElDo, and BesaMe.

45. When Plaintiffs attempted to terminate the relationship, BBS, ElDo, and BesaMe maintained access to the Dispensaries' bank accounts, while insisting that they wished to continue to perform operational functions.

46. Indeed, Defendants have refused to cede control of the four subject Dispensaries, notwithstanding the fact that Defendants have no ownership or membership whatsoever in any of the Dispensaries.

47. When conducting further investigation into the operating expenses of the Dispensaries, Plaintiffs learned that one or a combination of BBS, ElDo, and BesaMe had misappropriated funds and/or unlawfully transferred funds out of the Dispensaries' bank accounts.

48. By way of one example, an estimated $180,000 was unlawfully transferred to a bank account of ElDo.

49. Upon information and belief, other funds were transferred unlawfully to one or more accounts of BBS, ElDo, and BesaMe.

50. Upon information and belief, funds were unlawfully transferred to one or more of the personal bank accounts of Mitchell, Elafros, Benny Brower, and Dane Brower.

51. Based upon the individual Defendants' misappropriation of funds, Defendants Mitchell, Elafros, Benny Brower, and Dane Brower are personally liable to Plaintiffs.

52. Elafros has made and continues to make communications with the courier vendor, ATM vendor, and other bank-related services vendors for the purpose of confusing other vendors to the detriment of the four Dispensaries, causing damages to Plaintiffs.

53. Benny Brower and Dane Brower have verbally threatened various members of management at the four Dispensaries.

54. Plaintiffs have also learned that BBS, ElDo, and BesaMe have been significantly overbilling the four Dispensaries for the administrative functions described above, far above and beyond what Plaintiffs had originally agreed under the verbal agreement.

55. Upon information and belief, one or a combination of BBS, ElDo, and BesaMe have paid salaries or other compensation to Mitchell, Elafros, Benny Brower, and Dane Brower.

56. Plaintiffs seek to disgorge those salaries and payments for the reason that Plaintiffs and/or the Board of Managers of the Dispensaries did not approve said payments, nor did any of the four Dispensaries receive any benefit from those salaries paid to the individual Defendants.

57. On or around June 29, 2021, when relations were still amicable between the Parties, Mitchell prepared a document representing a loan made to the four Dispensaries to cover some operating expenses. (See Exhibit A).

58. Through counsel, Mitchell now asserts that the document attached hereto as Exhibit A purports to transfer a membership/ownership interest in the four Dispensaries to ElDo.

59. Specifically, Mitchell has asserted, through counsel, that the attached Exhibit A purports to transfer 21.5% of Plaintiffs' membership interest in the Dispensaries to Eldo.

60. The document attached as Exhibit A does no such thing, as it does not contain any material terms such as a purchase/sale price.

61. In addition, any purported transfer of a membership interest must follow the provisions of the respective operative agreements; this document does not.

62. Plaintiffs therefore seek a declaratory judgment providing that the attached Exhibit A does not convey to, or afford, Defendants any rights or interest in any of the subject Dispensaries.

63. Plaintiffs have standing to bring this action and have suffered a concrete, particularized injury because their membership interests in the subject Dispensaries have now been compromised arising from Defendants' misappropriation of funds and overbilling.

64. In addition, Plaintiffs have suffered a concrete, particularized injury because the Dispensaries are pass-through entities.

65. Plaintiffs are currently working with an accountant and/or a forensic accountant for the purpose of identifying other unlawful conduct on the part of Defendants.

66. Plaintiffs reserve their right to include claims of fraud and claims arising under the Racketeer Influenced and Corrupt Organizations Act ("RICO").

COUNT ONE: BREACH OF CONTRACT
(ALL DEFENDANTS)

67. Plaintiffs incorporate all previous Paragraphs as if fully restated herein.

68. As described more fully above, Plaintiffs had a verbal agreement with a combination of one or all of the Defendants to perform certain operational functions for the Dispensaries for a management fee.

69. Because the agreement was not in writing, it is unclear as to which Defendants were doing exactly which operational or administrative functions.

70. Defendants maintained complete control over the Dispensaries' operational functions and refused to provide Plaintiffs with any transparency concerning these functions and particularly concerning the movement of monies into and out of the Dispensaries' bank accounts.

71. As described more fully above, Defendants breached their agreement with Plaintiffs, including but not limited to one or more of the following ways:

a. Overbilling Plaintiffs, above and beyond what Plaintiffs originally agreed to pay for Defendants' operational functions;

b. Unlawfully transferring funds and/or misappropriating funds from the Dispensaries' bank accounts;

c. Paying to Mitchell, Elafros, Benny Brower, and Dane Brower certain salaries or compensation, to which Plaintiffs did not agree and which these Defendants did not earn; and

d. Compromising the operations – and revenue generation – of the four Dispensaries by refusing to cooperate in a transition of operations back to Plaintiffs.

72. Plaintiffs have performed all of their obligations under the agreement with Defendants.

73. As a direct and proximate result of Defendants' breach, Plaintiffs have suffered damages.

COUNT TWO: UNJUST ENRICHMENT
(ALL DEFENDANTS)

74. Plaintiffs incorporate all previous Paragraphs as if fully restated herein.

75. Through Defendants' unlawful mismanagement of operations, Defendants received monies to which they were not entitled.

76. Defendants have therefore been unjustly enriched in a total sum in excess of $75,000.00.

77. So as to remedy the unjust enrichment conferred upon Defendants, Plaintiffs are entitled to a money judgment against Defendants in an amount in excess of $75,000.00.

COUNT THREE: REQUEST FOR DECLARATORY JUDGMENT
(ALL DEFENDANTS)

78. Plaintiffs incorporate all previous Paragraphs as if fully restated herein.

79. Pursuant to 28 U.S.C. § 2201, Plaintiffs request that the Court declare the rights and other legal relations of and between Plaintiffs and Defendants, vis-à-vis the document attached hereto as Exhibit A and concerning any claimed membership interest of any Defendant to this action.

80. Pursuant to Ohio Revised Code Section 2721.01, *et seq*., Plaintiffs request that the Court declare the rights, status, and other legal relations of and between Plaintiffs and Defendants, vis-à-vis the document attached hereto as Exhibit A and concerning any claimed membership interest of any Defendant to this action.

COUNT FOUR: CONVERSION/MISAPPROPRIATION OF FUNDS

81. Plaintiffs incorporate all previous Paragraphs as if fully restated herein.

82. The actions of all Defendants, as outlined above, constitute conversion of property rightfully owned by Plaintiffs.

83. Specifically, as outlined above, Defendants' unlawful transfer of monies from the Dispensaries' bank accounts constitute a conversion of Plaintiffs' property,

84. Upon information and belief, Defendants have now absconded with said funds.

85. Defendants have wrongfully exercised dominion and control over these funds belonging to Plaintiffs.

86. Defendants have refused to return the funds to Plaintiffs, despite repeated requests therefore.

87. As a direct and proximate result of this wrongful conversion, Plaintiffs have suffered damages.

88. Plaintiffs are entitled to punitive damages and attorney fees.

COUNT FIVE: BREACH OF FIDUCIARY DUTY
(ALL DEFENDANTS)

89. Plaintiffs incorporate all previous Paragraphs as if fully restated herein.

90. Plaintiffs had a fiduciary relationship with Defendants by way of entrusting the operations of the Dispensaries, including but not limited to the control of the bank accounts, to Defendants.

91. Entrusting the Dispensaries' bank accounts to Defendants, and entrusting complete control of the Dispensaries to Defendants, Plaintiffs reposed special confidence and trust in the integrity and fidelity of Defendants, resulting in a position of superiority or influence, acquired by virtue of this special trust.

92. By virtue of this fiduciary relationship, Defendants had a duty to act in the best interest of Plaintiffs concerning the operations of the Dispensaries and the flow of funds into and out of the Dispensaries' bank accounts.

93. For the reasons set forth more fully above, including but not limited to the unlawful transfer and misappropriation of funds, Defendants have breached their fiduciary duty owed to Plaintiffs.

94. As a direct and proximate result of the Defendants' breach of their fiduciary duties, Plaintiffs have suffered damages.

95. Plaintiffs are entitled to punitive damages and attorney fees.

COUNT SIX: PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF (ALL DEFENDANTS)

96. Plaintiffs incorporate all previous Paragraphs as if fully restated herein.

97. As of the filing of this lawsuit, Defendants continue to assert and maintain control over the operations of the four Dispensaries, including control over and access to the Dispensaries' bank accounts.

98. Despite the termination of Defendants' vendor relationship, and despite repeated demands therefore, Defendants have refused to cede control of operations to Plaintiffs, notwithstanding that Defendants have no rights whatsoever to or in the Dispensaries.

99. Plaintiffs therefore request injunctive relief, prohibiting Defendants from conducting any activity whatsoever on behalf of or for the Dispensaries, and further ceding all control to Plaintiffs, who represent two of the three Board of Managers.

100. The public interest will suffer no harm if Plaintiffs are awarded injunctive relief, given that Plaintiffs represent the majority of the Board of Managers of the Dispensaries.

101. To the contrary, the public interest will suffer great harm if Plaintiffs are not awarded injunctive relief to prevent Defendants' ongoing misappropriation of funds.

102. The harm to Plaintiffs in the absence of injunctive relief substantially outweighs the potential harm to Defendants if injunctive relief is ordered. As described more fully above, Defendants do not maintain a valid membership interest in the Dispensaries, and Defendants' vendor relationship with the Dispensaries has been terminated.

103. Given the facts and circumstances described more fully above, Plaintiffs are likely to prevail on the merits of this action.

104. Given Plaintiffs' continued loss of business profits and goodwill, on account of Defendants' actions, Plaintiffs will suffer irreparable injury if a preliminary injunction is not granted.

WHEREFORE, Plaintiffs respectfully request that this Court award relief against Defendants, jointly and severally, as follows:

(a) Compensatory and consequential damages in an amount in excess of $75,000, the exact amount to be determined at trial;

(b) A Judgment declaring the rights and other legal relations of and between Plaintiffs and Defendants;

(c) Preliminary and permanent injunctive relief;

(d) An accounting and full inspection of the books and records of the Dispensaries; and

(e) Reasonable attorney fees under the applicable law, plus any other relief to which Plaintiffs may be entitled at law or in equity.

Respectfully submitted,

/s/ Matthew T. Anderson

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IN THE CIRCUIT COURT OF CLAY COUNTY, MISSOURI

ELDO ORGANIC, LLC, Plaintiff, v. ASTRO FARMS ALPHA, LLC, *et al.*, Defendants.	)	Case No. 22CY-CV03887
ASTRO FARMS ALPHA LLC, *et al.*, Counterclaim Plaintiffs, v. ELDO ORGANIC, LLC, *et al.*, Counterclaim Defendants.	)	

PLAINTIFF/COUNTERCLAIM DEFENDANTS' RESPONSE TO DEFENDANTS' MOTION TO COMPEL

COME NOW Plaintiff/Counterclaim Defendant ElDo Organic, LLC ("ElDo") and Counterclaim Defendants Botanic Business Services LLC ("BBS"), BesaMe Wellness IP, LLC ("BesaMe IP"), Jack R. Mitchell ("Mitchell"), Thomas J. Elafros ("Elafros"), Benny R. Brower ("Benny") and Dane B. Brower ("Dane") (collectively the "ElDo Parties"), by and through undersigned counsel, and file their response to Defendants' Motion to Compel ("Motion"), respectfully showing the Court as follows:

I. INTRODUCTION

Defendants' Motion largely reflects failures to (a) meaningfully review the discovery that the ElDo Parties have already provided, and (b) recognize that the ElDo Parties' discovery responses are reflective of the information they had at the time of the responses and will be

supplemented as more information becomes available through the course of discovery. Indeed, *most* of the financial information that is the subject of Defendants' Motion has already been produced, and that which has not and is not subject to an express objection, will be produced as it is collected.

Defendants repeatedly complain about the ElDo Parties' references to documents in their interrogatory responses. But those complaints both ignore that such references are expressly permitted by the Missouri Rules of Civil Procedure ("Rules"), and ring hollow given that Defendants responded to ElDo's interrogatories in *exactly* the same fashion.[1]

Nevertheless, except where the ElDo Parties intend to stand on an objection, they are in the process of—in a spirit of compromise—working to supplement (and in some cases re-produce) in short order the financial information called for by the Motion.

In light of the above, there are only three (3) actual disputes between the parties as to what information the ElDo Parties should be required to produce: (1) information Defendants seek regarding investors (not *members*) of ElDo is irrelevant, unduly burdensome and invasive; (2) Defendants' request for *every* invoice, bill, receipt, etc., underlying *every* expense of the Dispensaries is unnecessarily burdensome, oppressive, and completely disproportionate to the needs of this case; and (3) Defendants' requests for information pertaining to the membership or

[1] Similarly, Defendants complain that *some* of their Golden Rule correspondence has gone unaddressed, yet they fail to acknowledge that *they* have ignored ElDo's Golden Rule correspondence. Indeed, Defendants have failed to provide any substantive response to portions of ElDo's Golden Rule letters issued on September 14 and September 27 that cover a vast array of relevant documents that Defendants have failed to produce. And as recent depositions have made clear, Defendants have also failed to comply with the provisions of the Consent Order entered by the Court on July 6, 2022. These failures will be the subjects of upcoming motions to be filed by ElDo.

ownership interests of the ElDo Parties other than ElDo (and its members) seek irrelevant confidential information.

For these reasons, as more fully explained below, the ElDo Parties respectfully submit that Defendants' Motion should be denied in full.

II. ARGUMENT & AUTHORITIES[2]

A. Legal Standards Governing the Motion

Rule 56.01(b)(1) governs the scope of discovery in this case, and provides in relevant part as follows (emphasis added):

> Parties may obtain discovery regarding any matter, not privileged, ***that is relevant to the subject matter involved in the pending action***, whether it relates to the claim or defense of the party seeking discovery or to the claim or defense of any other party, . . . ***provided the discovery is proportional to the needs of the case*** considering the totality of the circumstances, including but not limited to, the importance of the issues at stake in the action, the amount in controversy, the parties' relative access to relevant information, the parties' resources, the importance of the discovery in resolving the issues, and whether the burden or expenses of the proposed discovery outweighs its likely benefit. . . . ***The party seeking discovery shall bear the burden of establishing relevance***.

"The boundaries of discovery requests are to be determined by balancing the conflicting interests of the interrogator and the respondent." *State ex rel. Coffman Group, L.L.C. v. Sweeney*, 219 S.W.3d 763, 766 (Mo. App. 2005) (citing *State ex rel. Anheuser v. Nolan*, 692 S.W.2d 325, 328 (Mo. App. 1985)). "The need of the interrogator to obtain the discovery must be weighed against the respondent's burden in disclosing it," and "even though the information is properly discoverable, the trial court should consider whether the information may be obtained in a less burdensome way than that designed by the requesting party." *Id.* at 766-67.

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[2] For the sake of brevity, relevant factual background is provided below where appropriate to the argument being addressed.

B. The ElDo Parties Have Produced Responsive Information Apart from the Forthcoming Audit.

Defendants first accuse the ElDo Parties of providing "numerous objections and references to the parties' forthcoming audit ***in lieu of*** providing complete documents or information." Motion at 4 (emphasis added). But the ElDo Parties did no such thing. The very first of the ElDo Parties' discovery responses that Defendants cite is illustrative:

> **Interrogatory No. 13:** Identify any and all payments or funds contributed by you to any of the Dispensaries, in whatever form, including but not limited to the funding efforts described in Paragraphs 50, 51, and 55 of the State Court Petition, by stating the dollar amount, the date funded, and reason for the funding.
>
> **Response:** [Objections of vagueness, ambiguity, overbreadth, burden, proportionality, confidentiality.] Subject to and without waiving these objections and the General Objections set forth above, all responsive, non-objectionable and non-privileged documents will be timely produced in accordance with the Missouri Rules of Civil Procedure and a mutually agreed-on and ordered audit.[3]
>
> **Eldo:** See Respondents' responses to Defendants' Requests for Production as well as the results of the forthcoming audit. See also the CapEx table provided to the Closes.
>
> **BBS:** BBS did not contribute funds to the Dispensaries
>
> **BesaMe IP:** None.
>
> **Benny Brower:** See Respondents' responses to Defendants' Requests for Production. I made no payments or contributions, on an individual basis, to the Dispensaries. I did, however, provide a lot of services and time and effort into the dispensaries, helping locations, consulting on locations, visiting with city officials,

[3] For context, it should be recognized that on the date of this Interrogatory Response, July 7, 2022, this Court had just entered the Consent Order the day before (on July 6) calling for an independent audit to be completed within 30 days of the Consent Order or as soon thereafter as reasonably practicable. As shown herein, the ElDo Parties were already producing many financial documents in discovery. It would have been unduly burdensome, duplicative, and unnecessary for the ElDo Parties to continue to produce in separate discovery the same financial documents they would be producing for the audit, especially when the audit process was beginning (or was supposed to be beginning). Since then, the parties have worked together on the audit process, and though it has taken longer than anticipated to find and agree on an independent CPA firm, a joint engagement letter is now being entered with the firm, and financial information is being shared through that process.

attending city council and zoning meetings, searching for properties, working on leases, and more, all with an understanding of a promise of an equity interest in the dispensaries.

Dane Brower – See Respondents' responses to Defendants' Requests for Production. I made no payments or contributions, on an individual basis, to the Dispensaries. I did, however, provide a lot of services and time and effort into the dispensaries, including, performing work to assist in the development, opening and operations of the Dispensaries. I hosted weekly meetings to keep things on track regarding the construction, preparation, and opening of the Dispensaries. I helped locate sites for Green Gryphon and Astro Farms Alpha. I was a main focal point of contact between the Dispensaries [and] the DHSS and managed the commencement and inspection process with the Dispensaries [as they] were preparing to open. I advised and helped the Dispensaries implement systems and processes to launch the businesses and keep them operational in Missouri. Other services I provided for the Dispensaries are discussed in the affidavits I've submitted in this litigation.

Jack Mitchell: No payments or funds contributed to the Dispensaries.

Tom Elafros: No payments or funds contributed to the Dispensaries.

As illustrated in this and the ElDo Parties' other responses, each of the entities and individuals responded in detail to the interrogatories. ElDo responded by first identifying a particular produced document (*i.e.*, "the CapEx table provided to the Closes") in which can be found the total amount ElDo invested in cash into the Dispensaries—*i.e.*, $2,751,270.88. *See* **Exhibit A** (E-mail with attached CapEx table) at PL000614. ElDo then referred to its document production—in which was contained a detailed general ledger identifying each particular transaction that was made on behalf of the Dispensaries, months of sales and inventory data, capital expenditure spreadsheets (both consolidated and by location), and detailed profit and loss statements.[4] Finally,

[4] Non-exhaustive examples of such documents can be found at the following bates ranges of the ElDo Parties' document productions: PL002072-2248 (2021 General Ledger), PL002314-16 (January 2022 General Ledger), PL002261-2312 (General Ledger Reports), PL002495 (spreadsheet showing sales by location), PL007919 (CapEx spreadsheets), PL002052-64 (profit and loss statements), PL002068-71 (same), PL003617-20 (same), PL004052-58 (same), PL004603-07 (same), PL004629-43 (same), PL004655-60 (same), PL006754-57 (same). The

because the general ledger is over-inclusive (*i.e.*, there were transactions shown from ElDo's individual bank account for non-Dispensary business), ElDo also referred to documents that are currently being created for, and will be produced in connection with, the audit that will remove the over-inclusiveness and more accurately show each investment ElDo made for the benefit of the Dispensaries. Accordingly, each of the ElDo Parties' responses were complete and accurate as of the time the interrogatory responses were due, and the ElDo Parties will supplement those responses as additional information and documents become available.[5]

Defendants' complaints regarding the ElDo Parties' references to their document production are misplaced for two reasons. First, where "the answer to an interrogatory may be derived or ascertained from . . . the business records of the party upon whom the interrogatory has been served," Rule 57.01(c)(4) expressly allows that "it is a sufficient answer to such interrogatory to specify the records from which the answer may be derived or ascertained and to afford the party serving the interrogatory reasonable opportunity to examine . . . such records." Second, Defendants have effectively waived any such objection by doing exactly the same thing in many of their interrogatory responses. *See* **Exhibit B** (AF Alpha Interrogatory Responses) at Nos. 1-3.[6] Thus, to the extent the ElDo Parties could be required to specifically identify particular documents within their productions, they would respectfully submit that such obligation should be mutual.

ElDo Parties merely reference such documents here rather than attach them as exhibits to this response due to their voluminous nature.

[5] The accounting process involved in breaking out a long, detailed general ledger that encompassed activities relating to five different bank accounts and entities (*i.e.*, the four Dispensaries and ElDo) into one that "trues up" assets, liabilities, and equity by entity is a long and painstaking process that takes significant time; meanwhile, for both sides of this litigation, day-to-day business continues.

[6] Each of the Dispensaries' corresponding interrogatory responses was materially identical. Defendant Alex Close's responses to the first five (5) interrogatories directed to him refer generally to Defendants' document production, as does Defendant Steve Close's first five (5) interrogatory responses.

C. While ElDo Will Produce All Relevant Bank Statements, Personal Information of ElDo's Investors Is Not Relevant to This Action and Should Not Be Produced.

In Part III.B of the Motion, Defendants correctly state that "[o]ne of the major claims that ElDo makes is that it contributed substantial sums of money to the Dispensaries." Motion at 5 (underscore added). But Defendants then engage in a glaring *non sequitur* by arguing that they are entitled to "information and documents regarding ElDo's investors and the funds they purportedly contributed to the Dispensaries." *Id.* (underscore added). Among the information sought is "[i]dentification of all private investors, including the names of any private investors in ElDo." *Id.*

To be clear, the ElDo Parties do not object to production of information concerning ElDo's investments of capital into, or on behalf of, the Dispensaries. Indeed, those are the only "investments" at issue in this case. Thus, ElDo has produced a general ledger showing each and every investment of capital ElDo made into or on behalf of the Dispensaries, and it is in the process of creating and producing (as described in Part II.B above) a *detailed* breakdown of the general ledger that shows all funds expended by or on behalf of the Dispensaries. It is also in the process of producing ElDo's bank statements that will show all deposits made into the Dispensaries' bank accounts and all expenses paid directly by ElDo on the Dispensaries' behalf.

But that is all Defendants are entitled to. The identity of each of ElDo's investors (not members, but *investors*), their personally identifiable information, the timing or amounts of their investments into ElDo, and similar information has no bearing whatsoever on the outcome of this litigation. The only possible purpose for Defendants' request for such information is to harass and

oppress persons who have, at most, a highly tangential connection to this lawsuit.[7] Accordingly, Defendants' request for such information should be denied.

D. Defendants Already Have Virtually All of the Information Concerning the Dispensaries' Finances That They Purport to Seek.

In Part III.C of the Motion, Defendants assert that the ElDo Parties have failed to produce a litany of "financial records" that "are not only relevant to the claims and counterclaims in this case, but they also rightfully belong to the Dispensaries." Motion at 6-8. Such assertion is largely untrue, in that the ElDo Parties already produced most of the forms of documents that Defendants identify—usually as attachments to e-mails that were originally sent to Defendants before litigation even began.[8] Other documents are entirely within Defendants own control, such as "Bank Statements for all Partner Colorado Credit Union accounts and Blue Ridge accounts associated with the Dispensaries from origination"—as Defendants have direct access to each of those accounts. Motion at 7. Other of Defendants' categories—*i.e.*, "*Accurate* Sales Reports" and "*Accurate* Capital Expenditure (CapEx) Reports" (emphasis added)—simply reflect Defendants' dissatisfaction with the contents of documents that were produced, as if the ElDo Parties are obliged to *create* documents that support Defendants' "wish-it-were-true" view of the case.

---

[7] That said, the ElDo Parties already produced to Defendants a spreadsheet list of ElDo's investors, bates labeled PL000610, as Defendants admit in footnote 7 on page 8 of the Motion—thereby exposing Defendants' allegation of ElDo's refusal to produce such information as entirely disingenuous.

[8] Again, a non-exhaustive list of the categories of documents bullet-pointed on page 7 of the Motion can be found at the following bates ranges of the ElDo Parties' document productions: (a) 2022 Financial Statements and General Ledger – PL002314-16, PL000678, PL000832, PL000758, PL002334; (b) Monthly Profit and Loss Statements – PL002052-64, PL002068-71, PL003617-20, PL004052-58, PL004603-07, PL004629-43, PL004655-60, PL006754-57; (c) Bank Statements – PL003092-3155; (d) Sales Reports – PL002495, PL002874, PL000678, PL000832, PL000758; (e) CapEx Reports – PL000655, PL007919, PL000614.

Nonetheless, the ElDo Parties are endeavoring to supplement (and in many instances *re-*produce) the financial documents that Defendants identify, by category, for ease of reference both for the forthcoming audit and for the purpose of ameliorating Defendants' professed concern. This will include all of the bank statements that the ElDo Parties possess for each of the Dispensaries, as well as for ElDo's bank account from which deposits into the Dispensary were made and expenses paid.

Of the categories Defendants list, however, there is one to which the ElDo Parties do object on grounds of burden, relevance, and proportionality—*i.e.*, what Defendants refer to as "the source data for all expenses in the general ledger" for the Dispensaries. *See* Motion at 7. The search for and production of every invoice, every bill of lading, every receipt, etc., is entirely unnecessary to the resolution of this matter, unduly burdensome, and disproportionate to the needs of the case. *See* Rule 56.01(b)(1) (requiring that requested discovery be both (a) relevant to the subject matter, and (b) "proportional to the needs of the case"). Indeed, the firm conducting the upcoming audit of the Dispensaries has expressly exhorted the parties to agree to the scope of items in dispute, because auditing the source documents for every single inventory purchase or shipment (the vast majority of which there is no dispute over) would substantially increase the time and expense of the audit yet get the parties no closer to resolution. The same is true of discovery, and in the absence of both a stated need for "source data" and *particular* Dispensary expenses for which such need would apply, Defendants' request should be denied.

E. Defendants Are Not Entitled to Discovery of Membership or Ownership Interests Held by Any Party Other Than ElDo and Its Members, Nor Are They Entitled to Discovery of "Investor" Information.

Defendants seek "information regarding the current and historic membership interests in BBS, BesaMe [IP], and ElDo as well as information regarding any other medical marijuana businesses in which any of the ElDo Parties (or their individual owners or investors) have an

ownership or membership interest." Motion at 8. They further seek "the identification of any individual investors in ElDo as well as relevant communications with, or background information about, such investors." *Id.* Defendants' purported need for such information is that "there are certain regulations in Missouri regarding the number of marijuana licenses which can be possessed by individuals or companies," such that "[i]f ElDo, or any of its individual owners or investors have interests in other marijuana dispensaries, it could be barred from investing in additional marijuana businesses." *Id.* at 9. Defendants' requests are overly broad, almost entirely irrelevant, and meant only to harass.[9]

First, only ElDo has ever claimed a right to an ownership interest in the Dispensaries, so the membership interests that BBS or BesaMe IP may or may not have in other marijuana dispensaries is entirely irrelevant. Indeed, the *only* ownership interests that are germane to Defendants' purported discovery need are those of ElDo—and Defendants acknowledge that the ElDo Parties identified Benny Brower and Dane Brower as the *only* members of ElDo. Motion at 8. Thus, Defendants' request for the ownership interests that BBS, BesaMe IP, Jack Mitchell, and/or Thomas Elafros may have in other dispensaries seeks purely irrelevant information.

Second, the word "investor" simply does not appear in the regulation that Defendants cite as the basis for their purported need, 19 CSR 30-95.040(3). For example, the provision of the regulation that Defendants point to which addresses the number of marijuana licenses that can be possessed reads as follows:

> (C) No more than three (3) cultivation, nor more than three (3) manufacturing, and no more than five (5) dispensary licenses shall be issued ***to any entity*** under

[9] The purported justification for these invasive requests is also insincere because the June 29, 2021 letter memorializing the promise and contract for ElDo to purchase a 46.5% interest in the Dispensaries already specifies that DHSS would have to approve of the transfers described therein. *See* 6/29/2021 Letter, attach. B to Ex. 2, Aff. of Benny R. Brower in Supp. of TRO & Prelim. Inj. (Apr. 15, 2022). Thus, the parties already addressed Defendants' purported concern.

> substantially common control, ownership, or management. ***Any entity*** under substantially common control, ownership, or management that has applied for more than three (3) cultivation, three (3) manufacturing, or five (5) dispensary licenses shall contact the department at the tie of application submission to identify for the department the applications associated ***with that entity***. The department will use this information, once application scoring is complete pursuant to 19 CSR 30-95.025(4), solely for determining how many licenses the department may issue any particular entity.

19 CSR 30-95.040(3)(C) (emphasis added). And the broadest category of persons addressed in the regulation appears in subsection (3)(A), which states that "[c]ultivation, infused products manufacturing, dispensary, testing, and transportation facilities shall not be owned by, in whole or in part, or have as an officer, director, board member, manager, or employee, any individual with a disqualifying felony offense." Again, nowhere in the regulation does the term "investor" appear. Thus, Defendants are simply not entitled to information regarding ownership interests that ElDo's "investors" may have.

ElDo, Benny Brower, and Dane Brower will each amend their interrogatory responses to identify all other membership/ownership interests they have had in other marijuana dispensaries, if any. The remainder of Defendants' requested discovery should be denied.

F. The ElDo Parties Produced All Responsive Communications of Which They Are Aware, Unlike Defendants.

Defendants accuse the ElDo Parties of failing to produce certain forms of communications pertaining to the Dispensaries—*e.g.*, internal e-mails or text messages, e-mails with vendors, and meeting minutes. Motion at 9-10. On the contrary, the ElDo Parties have included within their document productions of well over 8,400 pages all communications of which they are currently aware that pertain specifically to the Dispensaries. To the extent additional documents are located that are responsive, the ElDo Parties will supplement their production in accordance with their obligations under the Missouri Rules.

Notably, Defendants' productions—which currently number 1,710 pages in volume—are far more egregiously underinclusive, and provably so. For example, the vast majority of the documents produced by the ElDo Parties (again, over 8,400 pages) consisted of e-mail communications that Defendants were included on, and somehow very few of those communications made it into Defendants' production. Similarly, ElDo produced the attachments to e-mails. Defendants did not. Defendants produced virtually no internal e-mail communications, nor did they produce text messages. Each of these issues and more will be the subjects of a forthcoming motion to compel filed by ElDo.

G. ElDo's Damages Calculation Is a Work-in-Progress, Which Is Reflected by Its Discovery Responses to Date.

Finally, Defendants fault ElDo for failing to provide a comprehensive accounting of its damages. *See* Motion at 10. Once again, ElDo is not refusing to provide relevant discovery. Instead, it provided the information it had within its possession at the time its original responses were due—*e.g.*, the "CapEx table provided to the Closes," months of sales data, and the general ledger containing all amounts spent by ElDo on behalf of the Dispensaries. *See* discussion *supra*, at Part II.B. And ElDo is currently engaged in providing a more accurate accounting (in conjunction with providing information for the ongoing audit) of amounts it invested in or spent on behalf of each of the Dispensaries. Further, some portion of ElDo's damages may be the subject of expert analysis and opinion. Accordingly, as ElDo obtains more information pertinent to its damages, it will supplement its discovery responses in compliance with the Missouri Rules and any scheduling order entered by this Court.

III. CONCLUSION

For all the foregoing reasons, as well as those stated at any hearing on this matter, the ElDo Parties respectfully request that the Court issue an order denying Defendants' Motion and awarding the ElDo Parties all such other relief to which the Court deems them justly entitled.

Respectfully submitted,
MCN Law LLC

By: /s/ M. Cory Nelson
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CERTIFICATE OF SERVICE

I hereby certify that on this, the 19th day of December 2022, a copy of the foregoing document was filed with the Court's electronic filing system, which will automatically send notice thereof to all counsel of record.

By: /s/ M. Cory Nelson
Attorney for Plaintiff

Exhibit A

From: Tom Elafros
Sent: Mon, 24 Jan 2022 15:55:13 +0000
To: jack mitchell; Stevepclose; Alexander Close
Cc: Dane Brower
Subject: RE: Mo Accounting
Attachments: Close, Missouri allocation - 12.31.2021.xlsx

Updated expense allocation attached with adjustments.

Thomas J. Elafros
Botanic Business Services, LLC
13500 N US-169,
Smithville, MO 64089
913.302.9682

From: jack mitchell <jmitchell@jrmlo.com>
Sent: Monday, January 24, 2022 9:44 AM
To: Stevepclose <stevepclose@gmail.com>; Alexander Close <alexander.m.close@gmail.com>
Cc: Tom Elafros <telafros@bbsmidwest.com>; Dane Brower <dbrower@bbsmidwest.com>
Subject: Re: Mo Accounting

Dane said there's 40 or $50,000 of expenses which should not have been allocated here and were unique to our entity so we'll get another version out to you today which will show the reduction of those amounts.

Jack

Get Outlook for Android

From: jack mitchell <jmitchell@jrmlo.com>
Sent: Monday, January 24, 2022 9:25:40 AM
To: Stevepclose <stevepclose@gmail.com>; Alexander Close <alexander.m.close@gmail.com>
Cc: Tom Elafros <telafros@bbsmidwest.com>; Dane Brower <dbrower@bbsmidwest.com>; jack mitchell <jmitchell@jrmlo.com>
Subject: Mo Accounting

Steve and Alex,

Tom prepared the attached. Let me know when we can discuss and answer any questions. We are getting closer each month to break even, but it will not really swing big until it goes Rec. We either have to accrue Alex and Dane wages or contribute additional cash. Tom will have to weigh in whether he has their monthly covered in the negative cash flow.

Let's get this agreed and apply this week for ownership transition. Tom Kern has a simple form that works.

Tom E can provide any detail you want to audit.

Best Jack

Jack R Mitchell
Attorney at law
503 NE 107th St
Kansas City
MO 64155
858 848 4588
jmitchell@jrmlo.com

Name: Close, Missouri allocation - 12.31.2021.xlsx

Comments: Unsupported OR Excluded OR Password Protected File

Eldo Organic, LLC				
Capital and License Summary				
Jan-22				
License Purchase Agreement:		**Eldo Organic, LLC**	**Close Family**	**Total**
Close	$ 645,000.00			
Kerns	$ 750,000.00			
Total	**$ 1,395,000.00**			
Prepaid		$ 35,940.75		$ 35,940.75
Inventory		$ 561,385.48		$ 561,385.48
CIP - Gallatin		$ 39,784.94	$ 281,479.09	$ 321,264.03
CIP - Joplin		$ 654,078.19	$ 781,258.78	$1,435,336.97
CIP - Pacific		$ 253,122.54		$ 253,122.54
CIP - Dexter		$ 450,719.59		$ 450,719.59
Furniture, Fixtures, Computers		$ 50,198.99		$ 50,198.99
				$ -
Net Cash Losses		$ 706,040.40	$ -	$ 706,040.40
Total Spent to Date		**$ 2,751,270.88**	**$ 1,062,737.87**	**$3,814,008.75**
Expected entity share based upon allocation percentage		$ 1,773,514.07	$ 2,040,494.68	$3,814,008.75
		46.5%	53.5%	
Payments due to true up allocation - 12/31/2021		$ (977,756.81)	$ 977,756.81	$ -
License Purchase from Close Family		$ (645,000.00)	$ 645,000.00	$ -
Net Due to the business - December 31, 2021		**$ (332,756.81)**	**$ 332,756.81**	
6 months negative cash flow	$ 360,000.00	$ 167,400.00	$ 192,600.00	
		$ -	$ -	
Total Estimated Expense Contribution - Close Family			**$ 525,356.81**	

IN THE CIRCUIT COURT OF CLAY COUNTY
LIBERTY, MISSOURI

ELDO ORGANIC, LLC, a Missouri limited liability company, Plaintiff, v. ASTRO FARMS ALPHA, LLC, *et al.* Defendants.	))))))))))	Case No. 22CY-CV03887

DEFENDANT ASTRO FARMS ALPHA'S RESPONSES AND OBJECTIONS TO PLAINTIFF ELDO ORGANIC, LLC'S FIRST SET OF INTERROGATORIES

Defendant Astro Farms Alpha, LLC hereby submits its responses and objections to Plaintiff ElDo Organic's First Set of Interrogatories.

GENERAL OBJECTIONS

The responses of Defendant to the Discovery Requests of Plaintiff are subject to the General Objections set forth below and all pertinent objections as to the admissibility thereof that may be interposed at the trial of the above-captioned action. These General Objections shall be considered made, to the extent applicable, in response to each Discovery Request as if the General Objections were fully set forth therein.

1. Defendant objects to each Discovery Request to the extent that it seeks to impose duties or obligations upon Defendant that are greater than or inconsistent with those imposed by the Missouri Rules of Civil Procedure or the Court's Local Rules.

2. Defendant objects to each Discovery Request to the extent that it seeks information and/or documents protected by the attorney-client privilege, the attorney work product doctrine, or any other legally recognized privilege, protection, or immunity. No privilege information or materials will be produced. In the event that privileged information or materials are inadvertently

produced to Plaintiff, any copies or images thereof shall be returned to Defendant's counsel immediately upon discovery thereof. Inadvertent production of any information or materials containing such protected information shall not constitute a waiver of Defendant's right to assert the applicability of any privilege or immunity.

3. Defendant objects to each Discovery Request to the extent that it seeks information and/or documents confidential, proprietary, trade secret or competitively sensitive data and material. Defendant will provide such information or materials only to the extent that Plaintiff agrees that it will be deemed confidential or highly confidential, depending on the content of the information or materials, subject to a protective order entered in this action.

4. Defendant objects to each Discovery Request to the extent that it is vague, ambiguous, and/or not susceptible to a reasoned interpretation.

5. Defendant objects to each Discovery Request to the extent that it is unduly burdensome, overly broad, oppressive, or seeks information or materials neither relevant to the issues presented in this case, nor reasonably calculated to lead to admissible evidence or proportional to the needs of the case.

6. Defendant objects to each Discovery Request to the extent that it does not contain any temporal limitations or limitations as to scope.

7. Defendant objects to each Discovery Request to the extent that it seeks information or materials already within Plaintiff's possession, custody, or control, or information or materials readily available to Plaintiff in the public record.

8. Defendant objects to each Discovery Request to the extent that it calls for Defendant to provide information or materials that are not within Defendant's possession, custody, or control.

9. Defendant objects to each Discovery Request to the extent that it calls for Defendant to create a not already existing document.

10. Defendant objects to each Discovery Request to the extent that it seeks to define terms and/or characterize the evidence in this matter. To the extent that Defendant provides information or materials in response to Plaintiff's Discovery Requests, such responses to Plaintiff's requests are neither an express nor implied agreement or admission as to the meaning of a term or characterization of evidence.

The foregoing General Objections apply to each of the specific Discovery Requests and are hereby incorporated in Defendant' specific responses and objections set forth below. The specific responses and objections are not intended to be, nor shall the same be deemed, a waiver, either in whole or in part, of any of the foregoing General Objections.

Defendant's objections made herein, or lack thereof, shall not be deemed to be an admission of any kind by Defendant, including as to the existence or non-existence of any materials. No statement that Defendant will provide the required materials shall be deemed to be a representation that such materials exist, but rather that Defendant will produce such materials to the extent that they do exist and are in Defendant's possession, custody, and control.

Subject to and limited by these General Objections and all pertinent objections as to the admissibility thereof that may be interposed at the trial or any other disposition of the above-captioned action, Defendant hereby responds to Plaintiff's Discovery Requests as follows:

INTERROGATORIES

INTERROGATORY NO. 1: Identify each communication you have had since January 1, 2020 concerning ElDo's, the ElDo Group's and/or BBS' potential participation in your ownership by stating the date, time, and medium (*e.g.*, telephone, face-to-face, e-mail, text) of the

communication, all person(s) involved in the communication, and the substance of the communication.

RESPONSE:

OBJECTION. This Interrogatory is unduly burdensome and overly broad. Subject to and without waiving said Objection, see Defendant's responses to Plaintiff's Requests for Production.

INTERROGATORY NO. 2: Identify each communication you have had since January 1, 2020 concerning ElDo's, the ElDo Group's and/or BBS' potential participation in your management or operational support by stating the date, time, and medium (*e.g.*, telephone, face-to-face, e-mail, text) of the communication, all person(s) involved in the communication, and the substance of the communication.

RESPONSE:

OBJECTION. This Interrogatory is unduly burdensome and overly broad. Subject to and without waiving said Objection, see Defendant's responses to Plaintiff's Requests for Production.

INTERROGATORY NO. 3: Identify each communication you or someone on your behalf has since January 1, 2020 pertaining to your monetary value, offered purchase price(s), or expected sales price(s) by stating the date, time, and medium (*e.g.*, telephone, face-to-face, e-mail, text) of the communication, all other person(s) involved in the communication, and the substance of the communication.

RESPONSE:

OBJECTION. This Interrogatory is unduly burdensome and overly broad. Subject to and without waiving said Objection, see Defendant's responses to Plaintiff's Requests for Production.

INTERROGATORY NO. 4: Identify each person (including name, address, telephone number, e-mail address, and place of employment) whom you believe may have knowledge concerning any of the matters alleged in your Counterclaim, and with respect to each identified person, describe with specificity the knowledge that you believe that person possesses.

RESPONSE:

Employees, representatives, or members of Astro Farms Alpha, LLC
Employees, representatives, or members of Astro Farms Gamma, LLC
Employees, representatives, or members of Green Gryphon, LLC
Employees, representatives, or members of Red Stag Retail, LLC
Alexander Close
Stephen Close
Ryan White
Thomas Kern
Benjamen Kern
Ty Kendrick
Kristopher Chandler
Nate Ruby
Nicholas Higby
Melissa Lee
Employees, representatives, or members of ElDo Organic, LLC
Employees, representatives, or members of Botanic Business Services, LLC
Employees, representatives, or members of BesaMe Wellness IP, LLC
Jack Mitchell
Tom Elafros
Dane Brower
Benny Brower
All alleged or purported "investors" in the Dispensaries
All alleged or purported "investors" in ElDo Organic, LLC
Employees, representatives, or members of any vendors of the Dispensaries
Employees, representatives, or members of any financial institutions of the Dispensaries

INTERROGATORY NO. 5: Do you contend that funds deposited by ElDo in your bank accounts and/or were paid by ElDo on your behalf constituted loans? If so, state with specificity the date(s), amount(s), and recipient(s) of each such loan, all material terms (including obligor(s), interest rate(s), and repayment terms) of each such loan, and all payments made to ElDo in repayment of such loan(s).

RESPONSE:

OBJECTION. This Interrogatory is vague and ambiguous. Further objecting, this Interrogatory seeks information in the custody, possession, and control of Plaintiff. Subject to and without waiving said Objection, Defendant states that it cannot fully answer this question because Plaintiff has refused to afford an accounting to Defendant. Plaintiff has also refused to disclose the alleged "investor" names and the alleged "investor" contributions. Based upon the limited information in the possession of Defendant, Defendant states that certain funds allegedly deposited into Defendant's bank accounts do constitute loans. For example, the alleged amount of "approximately $513,000" referenced in the June 29, 2021 letter represents a loan to the Dispensaries.

INTERROGATORY NO. 6: Identify each person whom you expect to call as an expert witness at trial by providing each such expert's name, address, occupation, place of employment and qualifications to give an opinion, and state the general nature of the subject matter on which each such expert is expected to testify and each expert's hourly deposition fee.

RESPONSE:

OBJECTION. This request is premature. Subject to and without waiving said Objection, Defendant has not yet identified its expert witnesses. Further answering, Defendant reserves

the right to call as an expert witness Clay Kniepmann JD, CPA/CFF, CFE, Senior Manager + Forensic and Litigation, Anders CPA & Advisers.

INTERROGATORY NO. 7: Identify each non-retained expert witness, including parties, whom you expect to call at trial who may provide expert witness opinion testimony by providing each such expert's name, address, and field of expertise.

RESPONSE:

OBJECTION. This request is premature. Subject to and without waiving said Objection, Defendant has not yet identified its expert witnesses. Further answering, Defendant reserves the right to call as an expert witness Clay Kniepmann JD, CPA/CFF, CFE, Senior Manager + Forensic and Litigation, Anders CPA & Advisers.

INTERROGATORY NO. 8: With respect to each affirmative defense stated in your answer to the State Court Petition, identify all facts upon which you rely to support the affirmative defense and all persons with knowledge of the facts upon which you rely.

RESPONSE:

OBJECTION. This Interrogatory is vague and ambiguous. Subject to and without waiving said Objection, Defendant refers Plaintiff to its Counterclaim. Further answering, see Defendant's response to Interrogatory number 4.

INTERROGATORY NO. 9: In paragraphs 171, 172, and 188 of your Counterclaim, you allege that there was a verbal "vendor agreement" or "contract" between the Dispensaries and one or more of "BBS, ElDo, and/or BesaMe." With respect to such verbal "vendor agreement" or

"contract," state with specificity all parties to the agreement and the date the agreement was entered into, all material terms of the agreement, and all persons who were present when the verbal agreement was made.

RESPONSE:

OBJECTION. This Interrogatory is vague and ambiguous. Subject to and without waiving said Objection, to the best of Defendant's recollection, there was a verbal agreement between the Dispensaries and Botanic Business Services LLC ("BBS") to provide certain operational functions to the Dispensaries, such as marketing, hiring, and e-commerce. The verbal agreement was discussed sometime in early 2021 between Stephen Close and Tom Elafros and Jack Mitchell. Alexander Close also has some knowledge of the verbal discussions. As a fee for its services, BBS was to receive its costs plus five percent (5.0%).

INTERROGATORY NO. 10: With respect to any indemnification you are providing to any person in connection with this lawsuit and/or the federal lawsuit in which the Federal Complaint was filed, identify the expenses and amounts for which you have paid indemnification and the sources of funds used to provide the indemnification.

RESPONSE:

OBJECTION. This Interrogatory seeks information protected by the attorney-client privilege. Subject to and without waiving said Objection, see Section 6.5 of each Dispensary's Operating Agreement, providing for indemnification. To the extent any such indemnification occurs, it would be paid as an operating expense of the Dispensaries.

INTERROGATORY NO. 11: Describe your ownership structure by identifying all

persons/entities that have ever had an equity interest in you, the percentages of each such equity interest, and all changes thereto since your formation.

RESPONSE:

Alexander Close – 1.00%
Stephen Close – 23.99%
Ryan White – 50.01%
Thomas Kern – 7.75%
Benjamen Kern – 5.75%
Ty Kendrick – 5.75%
Kristopher Chandler – 5.75%

INTERROGATORY NO. 12: Identify all branding and/or trade names under which you have operated your dispensary since March 1, 2022.

RESPONSE:

OBJECTION. This Interrogatory seeks information not relevant to this action and is not reasonably calculated to lead to discoverable information. Subject to and without waiving said Objection, Verts Neighborhood Dispensary.

INTERROGATORY NO. 13: Identify each member/owner capital contributions to you by stating the amount, date, and member/owner who provided the contribution.

RESPONSE:

OBJECTION. This Interrogatory seeks information in the custody, possession, and control of Plaintiff. Subject to and without waiving said Objection, Defendant states that Plaintiff has refused to afford an accounting to Defendant. Further answering, Defendant states that members Stephen Close and Alexander Close made capital contributions to Defendant. In addition, Alexander Close made contributions of working capital to Defendant. Defendants

are further researching the dates and amounts of their capital contributions and will supplement this response as necessary.

INTERROGATORY NO. 14: Identify all other contributions and/or loans to you from any other non-owner/member by stating the amount(s), date(s), and persons/entities who provided the contribution.

RESPONSE:

OBJECTION. This Interrogatory seeks information in the custody, possession, and control of Plaintiff. Subject to and without waiving said Objection, Defendant states that it cannot fully answer this question because Plaintiff has refused to afford an accounting to Defendant. Plaintiff has also refused to disclose the alleged "investor" names and the alleged "investor" contributions. Defendant does not possess the information to provide any purported "contributions" or "loans" to Defendant.

Respectfully submitted,

Matthew T. Anderson
Admitted Pro Hac Vice
Luper Neidenthal & Logan, LPA
1160 Dublin Road, Suite 400
Columbus, Ohio 43215-1052
(614) 221-7663 Fax: (866) 345-4948
E-mail: manderson@LNLattorneys.com
Attorney for Defendants

VERIFICATION

I, the below-signed, (hereinafter "affiant"), being duly sworn, state that I have veri fied the interrogatory answers (hereinafter "Answers") of Astro Farms Alpha, LLC, and that I am duly authorized to do so, that I have read the forgoing Answers thereto and know the contents thereof, and that these Answers were prepared with the assistance of employees of and/or counsel for Defendant upon which I have relied, and these Responses, subject to inadvertent and undiscovered error, are based upon, and necessarily limited by, the records and information still in existence, presently recollected and thus far discovered in the course of preparation of such Answers. Further, I reserve the right to make any changes in the Answers if it appears at any time that omissions or errors have been made therein or that more accurate information is available. Subject to the limitations set forth herein, such Answers are true and correct to the best of my knowledge, information and belief.

By: _____
Signature

Printed Name: ALEX CLOSE

Subscribed and sworn to before me this 22 day of June, 2022.

_____
NOTARY PUBLIC

My Commission Expires: N/A

NOTARIAL SEAL
STATE OF OHIO

Erik Mikkelson, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and exact copy of the above and foregoing has been served by electronic mail only, this 23rd day of June, 2022, upon the following:

Kevin R. Corlew
PathGuide Law LLC
Kevin.corlew@pathguidelaw.com

M. Cory Nelson
MCN Law LLC
mcorynelson@mcnlawllc.com

Matthew T. Anderson

Owner Entity - Application Checklist

Colorado Marijuana Enforcement Division

1. Application Type

Owner Entity: Any Entity that holds 10% interest or more of the Owner's interest of an RMB; Executive or Qualified Institutional Investors holding 30% or more of the RMB, or any other Entity or affiliate that is otherwise in a position to execute control of the RMB. (Natural Person Suitability Application must be submitted with the Owner Entity application prior to any new business application submission.)

2. Application Fully Completed

One authorized representative of the entity will be responsible for completing this application. If a question does not apply, type N/A in the box.

3. Application Contents

- Disclosure Requirements
- Main Application
- Authorization Forms
- Publicly Traded Company (PTC) Addendum A
- Qualified Private Fund (QPF) Addendum B
- Qualified Institutional Investor (QII) Addendum C

The disclosure requirements and the main application must be completed in full by all applicants.

4. All Forms Signed and Attached

The following accompanying forms must be completed, signed by all CBO's and returned with the application.

- Affirmation & Consent
- Tax Check Authorization
- Investigation Authorization/Authorization to Release Information
- Applicant's Request to Release Information
- Affirmation of Reasonable Care

5. Required Disclosures

- See Application Disclosures
- Upon request by the Division, an Applicant must provide additional information or documents required to process and investigate the application, within seven (7) days of the request. Please note: This deadline may be extended for a period of time commensurate with the scope of the request.

6. Application and License Fees

See fee schedule on website: Here

Application fees remitted to the State Licensing Authority and/or the Department of Revenue, are non-refundable.

- Additional fees may be required by the local jurisdiction. You are responsible for identifying your Local Licensing Authority.

Disqualifying Questions

If you can answer Yes to any of the questions below, you are not currently eligible to obtain an Owner Entity license.

NOTICE: The Finding of Suitability Application Form is an official document. If you provide false information on this application and/or do not disclose all information the application asks, your application is subject to denial, and you may be subject to criminal prosecution. The Marijuana Enforcement Division will conduct a complete background investigation and will check all sources of information.

Has this Entity or any of its CBOs, (including Executive Officers and Managers), been convicted of a felony in the 3 years preceding this application?

Yes/No : No

Is this Entity or any of its CBOs, (including Executive Officers and Managers), subject to a sentence for a felony conviction, including probation, parole or a deferred judgment?

Yes/No : No

Has this entity or any of its Controlling Beneficial Owners (CBO's), (including Executive Officers or Managers), failed to remedy an outstanding delinquency for any judgments, taxes, interest or penalties due to the Department of Revenue, relating to a Medical or Retail Marijuana Business?

Yes/No : No

Is the applicant a publicly traded entity that does NOT constitute a Publicly Traded Company as defined in Article 10?

Yes/No : No

Does this entity have a CBO, Passive Beneficial Owner or Indirect Financial Interest Holder that is organized or formed under the laws of a country determined by the United States Secretary of State to have repeatedly provided support for acts of international terrorism or is included on the list of "Covered Countries" in Section 1502 of the Federal "Dodd-Frank Wall Street Reform and Consumer Protection Act", Pub.L.111-203?

Yes/No : No

Does this entity have a CBO that is an "Ineligible Issuer" pursuant to section 44-10-103(50)(d)(I)?

Yes/No : No

Does the entity a CBO, Passive Beneficial Owner or Non-objecting Passive Beneficial Owner or Indirect Financial Interest Holder that is a "Bad Actor" under rule 506(d) promulgated pursuant to the Federal Securities Act of 1933, as amended and subject to 17 CFR 230.506(d)?

Yes/No : No

Does this entity have a CBO, Passive Beneficial Owner or Indirect Financial Interest Holder that is prohibited from engaging in transactions pursuant to this Article 10, due to its designation on the "Specially Designated Nationals and Blocked Persons" list maintained by the Federal Office of Foreign Assets Control?

Yes/No : No

I have thoroughly read and understand the questions above, and understand that I cannot hold a Colorado Marijuana license if I answered "Yes" to any of the questions above. : ☑

Entity Information

Legal Entity Name : Cordillera Advisory Management, Inc.

Trade Name (DBA) :

Is this a Private Entity?

Yes/No : Yes

Physical Address

Physical Address :

City :

County :

State :

Zip :

Country :

FEIN :

Contact Name : Daniel Rowland

Contact Email Address :

Contact Phone Number :

Mailing Address

Mailing Address :

City

County :

State

Zip Code :

Country : United States

Business Phone Number :

Questions

RMB associated with?

Name of licensed Marijuana business you plan to be associated with : Verts-Chill LLC

Does this entity currently possess a Colorado Marijuana license or is it associated with any other type of Colorado Marijuana license?

Yes/No : No

Provide a list of any privileged or professional licenses, with license numbers, the entity holds or has held within the last three (3) years prior to the submission of the finding of suitability request. List those that were issued by the Colorado Department of Revenue or the Department of Regulatory Agencies, including all marijuana licenses.

List here : None

Has this entity ever owned or applied for a Marijuana license in this or any other jurisdiction, foreign or domestic?

Yes/No : No

Does this entity own, or has it ever owned, or otherwise derive(d) a benefit from assets held outside the United States(other than Canada)?

Yes/No : No

Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign security law or regulation ever been filed or entered against this business entity?

Yes/No : No

Ownership Structure

Controlling Beneficial Owners with 10% or greater ownership and/or Executive Officers, Managers and any other individual that Controls the RMB.

Owner Information:

Full Name : Daniel Rowland

SSN/FEIN :

DOB :

Title :

Phone Number :

License Number :

Address (Home) :

City :

State :

Zip :

Business Associated with (Parent business or sub-entity) : Cordillera Advisory Management, Inc.

Own. % Entity : 100

RMB Own. % : 10

Upload owner(s) affirmation/release packet(s) here. Include a state issued photo id. (.HEIC extensions NOT supported)

Affirmationreleasepacket:

Dan CO DL.pdf

Financial History

Is this entity currently or has this entity been involved in a civil lawsuit in regards to a marijuana business.

Yes/No : No

List any sanctions, penalties, assessments, or cease and desist orders imposed by any securities regulatory agency other than the United States Securities and Exchange Commission.

List here : None

Upload documents here. (.HEIC extensions NOT supported)

sancdocs:

Financial History

Amount paid for Owners Interest: $: 0

Amount of Owners Interest held: % : 10

Investment will be derived from the following sources: : The ownership interest is being provided to Cordillera in exchange for professional services rendered. No monetary investment was made.

Has the entities interest in this Marijuana establishment been assigned, pledged or hypothecated to any person, firm, or corporation, or has any agreement been entered into whereby your interest is to be assigned, pledged or sold, either in part or whole?

Yes/No : No

Upload documents here. (.HEIC extensions NOT supported)

interestpledged:

Required Disclosures

Owner Entity Suitability Required Disclosures

What type of application will this suitability be associated with?

New Business (All required Findings of Suitability must first be obtained prior to any new business application submission.) : ☑

Change of Ownership with license # : ☐

license # :

Other Required Documents

Provide 180 days of funding account statements used to acquire ownership; or proof of ownership of other assets being used to secure ownership percentage, for 180 days. : ☐

Organizational Chart, including the identity and ownership percentage of all CBOs, if applicable. : ☑

Upload required documents here. (.HEIC extensions NOT supported)

orgchart:

Cordillera org chart.pdf

Certificate of Good Standing from jurisdiction where Entity was formed. (Must be U.S. or country that authorizes the sale of marijuana). : ☑

Upload required documents here. (.HEIC extensions NOT supported)

CertificateGoodStanding:

Cert of Good Standing_Cordillera.pdf

Organizational documents including identity and physical address of the registered agent in Colorado.

Organizational documents (Indicate which document is being provided)

Articles of Incorporation : ☑

By-Laws : ☐

Shareholder agreement : ☐

Operating Agreement for LLC : ☐

Partnership Agreement for partnership : ☐

Upload required documents here. (.HEIC extensions NOT supported)

Organizationaldocuments:

Articles of Incorporation_Cordillera.pdf

Corporate Governance Documents

Required for Publicly Traded Companies : ☐

Permitted, but not required for Privately held companies : ☐

Upload required documents here. (.HEIC extensions NOT supported)

CorporateGovernanceDocuments:

Addendums:

Addendum A - PTC : ☐

Addendum B - QPF : ☐

Addendum C - QII : ☐

Glossary of Terms:

RMB - Regulated Marijuana Business **CBO** - Controlling Beneficial Owner

PBO - Passive Beneficial Owner **IFIH** - Indirect Financial Interest Holder

QII - Qualified Institutional Investor **QPF** - Qualified Private Fund

PTC - Publicly Traded Company **OE -** Owner Entity

Pursuant to 44-10-305(4) prior to submitting an application for a license, registration or permit, the applicant needs to be a ware that having a medical marijuana or retail marijuana license and working in the medical marijuana or retail marijuana industry may have adverse federal immigration consequences.

Affirmation & Consent

I, as a representative for,

Legal Name of Business : Cordillera Advisory Management, Inc.

state under Penalty for offering a false instrument for recording pursuant to 18-5-114 C.R.S. that the entire Suitability Application Form, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements may be grounds for the denial of the Marijuana application. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority under oath with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further

consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana license.

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept : ☑

Legal Last Name : Rowland

Legal First Name : Daniel

Legal Middle Name :

Signature of Authorized Representative : Daniel Rowland

Date : 05/20/2022

Tax Check Authorization and Request To Release Information

I am signing this waiver on behalf of the "Owner Entity Applicant/Licensee" to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee.

The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e), C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information. This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license.

Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license. Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority release the following information and supporting documentation to the Colorado Marijuana Enforcement Division, which is acting as Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to obtain the information specified below.

1. Whether the Applicant/Licensee has failed to file any state tax return with the Colorado Department of Revenue or any other state or local taxing authority by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
3. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

Applicant/Licensee authorizes the Colorado Department of Revenue and any other state or local taxing authority to release any additional information or documentation necessary to answer the questions above. Applicant/Licensee authorizes the Colorado Marijuana Enforcement Division and its legal representatives to use the information and documentation obtained from the Colorado Department of Revenue and any other state

or local taxing authority in any administrative action regarding the application or license. To assist the Colorado Department of Revenue and any other state or local taxing authority locate the tax records, Applicant/Licensee is voluntarily providing the following information:

Name, address, phone number, and SSN (previously requested on this application).

I Accept : ☑

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept : ☑

Signature of Authorized Representative : Daniel ' Rowland

Date : 05/20/2022

Investigation Authorization/Authorization to Release Information

I hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into the background of the entity applicant, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws.
The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

I Accept : ☑

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability

as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept : ☑

Signature of Authorized Representative : Daniel Rowland

Date : 05/20/2022

Applicant's Request to Release Information

1. I hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.

2. I hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.

3. I hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.

4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.

5. I do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my true and lawful attorney in fact for me in my name, place, stead, and on my behalf and for my use and benefit: **(a)** To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I might; **(b)** To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request: **(c)** To place the name of the agent presenting this request in the appropriate location on this request.

6. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

7. This power of attorney ends twenty-four (24) months from the date of execution.

8. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that he/she is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.

9. I do, for myself, my heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.

10. I agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.

11. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept : ☑

Signature of Authorized Representative : Daniel Rowland

Date : 05/20/2022

Reasonable Care (Choose one)

AFFIRMATION OF REASONABLE CARE – PRIVATE COMPANY

Pursuant to subsections 44-10-309(4) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Passive Beneficial Owners, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I,

Field 11-2 : Daniel W. Rowland

, as Controlling Beneficial Owner or Manager for

Field 11-5 : Cordillera Advisory Management, Inc.

, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature of Authorized Representative : Daniel Rowland

Date : 05/20/2022

AFFIRMATION OF REASONABLE CARE – PUBLICLY TRADED CORPORATION

Pursuant to subsections 44-10-309(5) C.R.S. and Rule 2-230(D), Applicant or Licensee affirms that, prior to submission of this application, it exercised reasonable care to confirm its Non-objecting Passive Beneficial Owner, (including any Qualified Institutional Investors) and Indirect Financial Interest Holders, are not Persons prohibited from being issued or holding a license by section 44-10-307 C.R.S., or otherwise restricted from holding an interest under the Colorado Regulated Marijuana Business Code. An Applicant's or Licensee's failure

to exercise reasonable care is a basis for denial, fine, suspension, revocation or other sanction by the State Licensing Authority.

I,

Field 11-13 :

, as Controlling Beneficial Owner or Manager for

Field 11-15 :

, state under penalty of perjury, pursuant to §18-8-503, that the foregoing is true and correct to the best of my knowledge, information and belief.

Signature of Authorized Representative :

Date :

Affirmation of Complete Application

I affirm that I have submitted a complete application and by selecting the "I Affirm and Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Affirm and Accept : ☑

Signature of Authorized Representative : Daniel Rowland

Date : 05/20/2022

COLORADO
Department of Revenue
Marijuana Enforcement Division
1697 Cole Blvd., Suite 200
Lakewood, CO 80401

July 20, 2022

CORDILLERA ADVISORY MANAGEMENT INC

License Type: Owner- Entity
License # OE-000445

Dear CORDILLERA ADVISORY MANAGEMENT INC,

The purpose of this correspondence is to inform you that on July 20, 2022 you were found suitable to be a Controlling Beneficial Interest owner in any business licensed by the Marijuana Enforcement Division (MED). You are now eligible to apply for an ownership interest in a Colorado Regulated Marijuana Business. Per rule 2-235(A)(2) – "For a Controlling Beneficial Owner that is an Entity, the Entity's request for finding of suitability must include all information necessary for the State Licensing Authority to determine whether its Executive Officers and any Person that indirectly owns ten percent or more of the Owner's Interest in the Regulated Marijuana Business are suitable."

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 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. This Finding of Suitability is valid for 365 days from the date of approval pursuant to Rule 2-235(H).

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:

Email Address:

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

Suitability Application Checklist

1. Application Type

Owner: Any Natural Person who holds 10% interest or more of the Owner's interest of a RMB; Executive Officer, Manager or any other Person or affiliate that is otherwise in a position to execute Control of the RMB.

2. Application Fully Completed

Attach a copy of your state or Government issued ID (i.e. passport) or driver's license. If a question does not apply, type N/A in the box.

Notice: You are required by state law to provide your social security number. If you do not have a social security number, you must complete a sworn statement stating you do not have a social security number.

Application Contents

- Disclosure Requirements
- Main Application
- Authorization Forms

All Forms Signed and Attached

The following accompanying forms must be completed, signed and returned with the application:

- Affidavit- Restrictions on Public Benefits
- Affirmation and Consent
- Tax Check Authorization and Request to Release Information
- Investigation Authorization / Authorization to Release Information
- Applicant's Request to Release Information
- Affirmation of Eligibility for Social Equity License

Required Disclosures

See Required Disclosures (section 7)

Upon request by the Division, an applicant must provide additional information or documents required to process and investigate the application, within seven (7) days of the request.

Please note: This deadline may be extended for a period of time commensurate with the scope of the request.

Document Upload Restrictions

- Documents must have the following file type extensions: .doc .docx .pdf .gif .jpg .png
- Documents without a file type extension cannot be accepted (.HEIC file extension NOT supported).
- Files larger than 3MB **cannot** be accepted.
- If you are providing photos from your smartphone, we advise a lower resolution / medium size photo.
- File names **cannot** be longer than 100 characters (including extension).
- File names **cannot** contain special (non-alphanumeric) characters such as @ ! # % ~

Disqualifier Questions

If you can answer Yes to any of the questions below, you are not currently eligible to obtain an an Owner's license.

NOTICE: The Finding of Suitability Application Form is an official document. If you provide false information on your marijuana license application and/or do not disclose all information the application asks, your license is subject to denial, and you may be subject to criminal prosecution. The Marijuana Enforcement Division will conduct a complete background investigation and will check all sources of information.

Have you been convicted of a felony in the 3 years immediately preceding this application? (Unless charge was prior to age 18 and was adjudicated as a juvenile)

Yes/No : No

Are you currently subject to a sentence for a felony conviction, including probation or parole? (Unless charge was prior to age 18 and was adjudicated as a juvenile)

Yes/No : No

Are you currently subject to a deferred judgment? (Unless charge was prior to age 18 and was adjudicated as a juvenile)

Yes/No : No

Have you failed to remedy an outstanding delinquency for any judgments, taxes, interest or penalties due to the Department of Revenue, relating to a Regulated Marijuana Business?

Yes/No : No

Are you a licensed Physician making marijuana patient recommendations? (Medical Only)

Yes/No : No

Have you had your authority to act as a primary caregiver revoked by the State Health Agency? (Medical Only)

Yes/No : No

Are you under 21 years of age at the time of this application?

Yes/No : No

Are you a sheriff, deputy sheriff, police officer, or prosecuting officer, or an officer or employee with the marijuana state licensing authority or a local licensing authority?

Yes/No : No

Are you a Person that is a "Bad Actor" under rule 506(d) promulgated pursuant to the Federal "Securities Act of 1933", as amended and subject to 17CFR230.506(d)?

Yes/No : No

Are you a person that is prohibited from engaging in transactions pursuant to this Article 10, due to its designation on the "Specially Designated Nationals and Block Person" list maintained by the Federal Office of Foreign Assets Control?

Yes/No : No

I have thoroughly read and understand the questions above, and understand that I cannot hold a Colorado Marijuana license if I answered "Yes" to any of the questions above. : ☑

Person Information

Natural Person Finding of Suitability Application Form

Last Name : Rowland

First Name : Daniel

Full Middle Name :

Maiden/Married Names Used :

Nicknames, Aliases, Etc. Used :

Gender :

Race :

Date of Birth :

Social Security Number :

Government Issued ID Number & Jurisdiction

Place of Birth: City :

Place of Birth - State :

Country : United States

U.S. Citizen : Yes

Physical Appearance

Height :

Weight :

Hair Color

Eye Color

Physical Address

Country : United States

Street Address :

City :

County

State :

Zip Code :

Length at this address :

Phone Number :

Cell Phone Number :

Email Address :

Personal Mailing Address

Mailing Address (if outside of the US, put entire address here) :

City :

State :

Zip :

County

Country : United States

Why are you applying?

Please choose an option below.

Choose one : CBO

Position Held : Owner

Name of Marijuana Business Associated with : Verts-Chill LLC

Marijuana Business Contact Name : Ashley Close

Marijuana Business Phone Number :

Marijuana Business Physical Address :

City :

State :

Zip :

Additional Questions

Provide a list of any privileged or professional licenses, with license numbers, you have held within the last three (3) years prior to the submission of the Finding of Suitability Application. List those that were issued by the Colorado Department of Revenue or the Department of Regulatory Agencies, including all marijuana licenses.

List here : None

Have you or any business entity owned by you, ever owned or applied for a Marijuana license in this or any other jurisdiction, foreign or domestic? If so, have you ever been subject to any of the following actions: (1) denial; (2) surrender; (3) order to show cause; (4) suspension; (5) revocation; (6) stipulation or settlement.

Yes/No : No

Do you now own, have ever owned, or otherwise derive(d) a benefit from assets held outside the United States (other than Canada)?

Yes/No : No

Has a complaint, judgment, consent decree, settlement or other disposition related to a violation of federal, state or similar foreign security law or regulation ever been filed or entered against you or a business entity?

Yes/No : No

Have you or are you involved in a civil lawsuit in regards to a marijuana business?

Yes/No : No

List any sanctions, penalties, assessments, or cease and desist orders imposed by any securities regulatory agency, other than the United States Securities and Exchange Commission.

List here : None

Upload supporting documents here. (.HEIC extensions NOT supported)

Supportingdocumentation:

Financial History

If known, please submit all executed agreements or documents that grant you any right to any percent of ownership or percent of income from the Colorado Marijuana business with which you are associated.

Amount to otherwise be invested or loaned in business:

Amount invested : 0

Percentage of ownership this amount represents:

Percentage : 10

Investment will be derived from the following sources:

Investment source(s) : I, Daniel Rowland, am 100 percent owner of Cordillera Advisory Management, Inc. The 10 percent ownership interest in Verts-Chill LLC being provided to Cordillera Advisory Management, Inc. is in exchange for professional services rendered. No monetary investment was made.

Has your interest in this Marijuana establishment been assigned, pledged or hypothecated to any person, firm, or corporation, or has any agreement been entered into whereby your interest is to be assigned, pledged or sold, either in part or whole?

Yes/No : No

Income

Annual Income (add source and amount below). If using salary as your source, please include 6 mos of pay stub from your employer(s).

List all sources of income and the amount.

Annual Income and Source:

Income Source : Other (Source):

Amount of income from this source. (If using salary, please list employer(s) name as well.) : I, Daniel Rowland, am 100 percent owner of Cordillera Advisory Management, Inc. The 10 percent ownership interest in Verts-Chill LLC being provided to Cordillera Advisory Management, Inc. is in exchange for professional services rendered. No monetary investment was made.

Required Disclosures

What type of application will this suitability be associated with? (Select one of the 3 options).

New Business (All required Findings of Suitability must first be obtained prior to any new business application submission). : ☑

Change of Ownership with license number(s)... : ☐

Change of Ownership Exemption with license number(s)... : ☐

Provide 180 days of account statements used to acquire ownership or proof of ownership, for 180 days, of other assets being used to secure ownership interest. : ☑

Upload required documents here. (.HEIC extensions NOT supported)

AccountStatements:

Bank statement_Cordillera.pdf

Provide a copy of a State issued or Government ID (state issued Driver's License (Real ID compliant), state issued ID or Government issued passport) : ☑

Upload a Government issued photo id here (.HEIC file extension NOT supported).

PhotoId:

Dan CO DL.pdf

Glossary of Terms:

RMB - Regulated Marijuana Business **CBO** - Controlling Beneficial Owner

PBO - Passive Beneficial Owner **IFIH** - Indirect Financial Interest Holder

QII - Qualified Institutional Investor **QPF** - Qualified Private Fund

PTC - Publicly Traded Company

Pursuant to 44-10-305(4) prior to submitting an application for a license, registration or permit, the applicant needs to be a ware that having a medical marijuana or retail marijuana license and working in the medical marijuana or retail marijuana industry may have adverse federal immigration consequences.

Fingerprinting Information

Are you in-state or out-of-state?

FingerprintsQuestion : In-State

In-State Options for Fingerprints : Colorado Fingerprinting

The following are instructions for getting your fingerprints processed using **Colorado Fingerprinting**.

1. **Online Registration** - you will register through the online Enrollment Center at https://abi.complio.com/.
2. **Convenient Location and Time** - During the enrollment process you will choose a convenient location, day and time for your appointment.
3. **Choose "CBI CABS Fingerprinting" and enter the CBI Unique Code** - Provide the following reason for fingerprinting and CBI Unique Code for MED: **9500MAJI**
4. **Payment** - Select your method of payment.
5. **Confirmation** - You receive your appointment confirmation with your number which is delivered by both text and email.
6. **Fingerprinting** - Go to the fingerprint location at your scheduled time. Provide the Order Number to the enrollment agent along with your government issued photo ID (drivers license, state issued ID, US passport or foreign-issued passport). Your livescan fingerprints, digital photo and digital signature are then captured and submitted to CBI.
7. **Results** - The results are returned automatically to the MED.
8. **Status** - You can login to the Enrollment Center at any time to see the status of your fingerprint submission to CBI.

Contact Colorado Fingerprinting toll free 833-224-2227 or email info@coloradofingerprinting.com, if you have any questions or need assistance.

Affidavit - Restrictions On Public Benefits

I, swear or affirm under penalty of perjury under the laws of the State of Colorado that: : ☑

Choose one : I am a United States citizen.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under

Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

I Accept : ☑

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept : ☑

Applicant's Signature : Daniel . Rowland

Date : 05/20/2022

Affirmation & Consent

I state under Penalty for offering a false instrument for recording, pursuant to 18-5-114 C.R.S., that the entire Renewal Employee License Application, statements, attachments, and supporting schedules are true and correct to the best of my knowledge and belief, and that this statement is executed with the knowledge that misrepresentation or failure to reveal information requested, may be deemed sufficient cause for the refusal to issue a Marijuana license by the State Licensing Authority. Further, I am aware that later discovery of an omission or misrepresentation made in the above statements, may be grounds for denial of a Marijuana application or the revocation of the license. I am voluntarily submitting this application to the Colorado Marijuana Licensing Authority, under oath, with full knowledge that I may be charged with perjury or other crimes for intentional omissions and misrepresentations pursuant to Colorado law or for offering a false instrument for recording pursuant to 18-5-114 C.R.S. I further consent to any background investigation necessary to determine my present and continuing suitability and that this consent continues as long as I hold a Colorado Marijuana license.
Note: If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your banking account electronically.

I Accept : ☑

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept : ☑

Applicant's Signature : Daniel Rowland

Date : 05/20/2022

Tax Check Authorization and Request To Release Information

I am signing this waiver on behalf of the "Applicant/Licensee" to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documents that would otherwise be confidential. If I am signing this waiver for someone other than myself, I certify that I have the authority to execute this waiver on behalf of the Applicant/Licensee. The information and documentation obtained pursuant to this waiver will be used in connection with the Applicant/Licensee's application or licensure with the Colorado Marijuana Enforcement Division, which requires proof of compliance with certain tax obligations pursuant to

several statutory provisions, including sections 44-10-202(1) and 44-10-307(1)(e), C.R.S. This waiver is made pursuant to section 39-21-113(4), C.R.S.; and any other similar law or ordinance concerning the confidentiality of tax returns and return information.

This waiver shall be valid while the application is pending and, if the application is approved, (1) for one year from the date of licensure or; (2) if applying for an employee license under the medical marijuana code, for two years from the date of licensure. If the license is administratively continued pursuant to section 44-10-314, C.R.S., this waiver shall be valid until the state licensing authority takes final action to approve or deny the renewal of the license. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license. Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority release the following information and supporting documentation to the Colorado Marijuana Enforcement Division, which is acting as Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to obtain the information specified below.

1. Whether the Applicant/Licensee has failed to file any state tax return with the Colorado Department of Revenue or any other state or local taxing authority by the required due date (determined with regard to any extension(s) of time for filing) for any tax year for which filing of a return might have been required.
2. Whether the Applicant/Licensee has failed to pay any tax, penalty, or interest liability within 30 days of the date on which the Colorado Department of Revenue or any other state or local taxing authority gave notice of the amount due and requested payment.
3. Whether the Applicant/Licensee has entered into a payment plan with the Colorado Department of Revenue or any other state or local taxing authority and whether Applicant/Licensee is current on any payments required by said payment plan.

Applicant/Licensee authorizes the Colorado Department of Revenue and any other state or local taxing authority to release any additional information or documentation necessary to answer the questions above. Applicant/Licensee authorizes the Colorado Marijuana Enforcement Division and its legal representatives to use the information and documentation obtained from the Colorado Department of Revenue and any other state or local taxing authority in any administrative action regarding the application or license. To assist the Colorado Department of Revenue and any other state or local taxing authority locate the tax records, Applicant/Licensee is voluntarily providing the following information:

Name, address, phone number, and SSN (previously requested on this application).

I Accept : ☑

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept : ☑

Legal Last Name : Rowland

Legal First Name : Daniel

Legal Middle Name :

Signature : Daniel . Rowland

Date : 05/20/2022

Investigation Authorization/Authorization to Release Information

I hereby authorize the Colorado Marijuana Licensing Authority, the Marijuana Enforcement Division, (hereafter, the Investigatory Agencies) to conduct a complete investigation into my personal background, using whatever legal means they deem appropriate. I hereby authorize any person or entity contacted by the Investigatory Agencies to provide any and all such information deemed necessary by the Investigatory Agencies. I hereby waive any rights of confidentiality in this regard. I understand that by signing this authorization, a financial record check may be performed. I authorize any financial institution to surrender to the Investigatory Agencies a complete and accurate record of such transactions that may have occurred with that institution, including, but not limited to, internal banking memoranda, past and present loan applications, financial statements and any other documents relating to my personal or business financial records in whatever form and wherever located. I understand that by signing this authorization, a financial record check of my tax filing and tax obligation status may be performed. I authorize the Colorado Department of Revenue to surrender to the Investigatory Agencies a complete and accurate record of any and all tax information or records relating to me. I authorize the Investigatory Agencies to obtain, receive, review, copy, discuss and use any such tax information or documents relating to me. I authorize the release of this type of information, even though such information may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. I understand that by signing this authorization, a criminal history check will be performed. I authorize the Investigatory Agencies to obtain and use from any source, any information concerning me contained in any type of criminal history record files, wherever located. I understand that the criminal history record files contain records of arrests which may have resulted in a disposition other than a finding of guilt (i.e., dismissed charges, or charges that resulted in a not guilty finding). I understand that the information may contain listings of charges that resulted in suspended imposition of sentence, even though I successfully completed the conditions of said sentence and was discharged pursuant to law. I authorize the release of this type of information, even though this record may be designated as "confidential" or "nonpublic" under the provisions of state or federal laws. The Investigatory Agencies reserve the right to investigate all relevant information and facts to their satisfaction. I understand that the Investigatory Agencies may conduct a complete and comprehensive investigation to determine the accuracy of all information gathered. However, the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado shall not be held liable for the receipt, use, or dissemination of inaccurate information. I, on behalf of the applicant, its legal representatives, and assigns, hereby release, waive, discharge, and agree to hold harmless, and otherwise waive liability as to the State of Colorado, Investigatory Agencies, and other agents or employees of the State of Colorado for any damages resulting from any use, disclosure, or publication in any manner, other than a willfully unlawful disclosure or publication, of any material or information acquired during inquiries, investigations, or hearings, and hereby authorize the lawful use, disclosure, or publication of this material or information. Any information contained within my application, contained within any financial or personnel record, or otherwise found, obtained, or maintained by the Investigatory Agencies, shall be accessible to law enforcement agents of this or any other state, the government of the United States, or any foreign country.

I Accept : ☑

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept : ☑

Applicant's Signature : Daniel Rowland

Date : 05/20/2022

Applicant's Request to Release Information

1. I hereby authorize and request all persons to whom this request is presented having information relating to or concerning the above named applicant to furnish such information to a duly appointed agent of the Marijuana Enforcement Division whether or not such information would otherwise be protected from the disclosure by any constitutional, statutory or common law privilege.

2. I hereby authorize and request all persons to whom this request is presented having documents relating to or concerning the above named applicant to permit a duly appointed agent of the Marijuana Enforcement Division

to review and copy any such documents, whether or not such documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.

3. I hereby authorize and request the Colorado Department of Revenue to permit a duly appointed agent of the Marijuana Enforcement Division to obtain, receive, review, copy, discuss and use any such tax information or documents relating to or concerning the above named applicant, whether or not such information or documents would otherwise be protected from disclosure by any constitutional, statutory, or common law privilege.

4. If the person to whom this request is presented is a brokerage firm, bank, savings and loan, or other financial institution or an officer of the same, I/we hereby authorize and request that a duly appointed agent of the Marijuana Enforcement Division be permitted to review and obtain copies of any and all documents, records or correspondence pertaining to me/us, including but not limited to past loan information, notes co-signed by me/us, checking account records, savings deposit records, safe deposit box records, passbook records, and general ledger folio sheets.

5. I do hereby make, constitute, and appoint any duly appointed agent of the Colorado Marijuana Enforcement Division, my true and lawful attorney in fact for me in my name, place, stead, and on my behalf and for my use and benefit:

6. (a) To request, review, copy sign for, or otherwise act for investigative purposes with respect to documents and information in the possession of the person to whom this request is presented as I might;

7. (b) To name the person or entity to whom this request is presented and insert that person's name in the appropriate location in this request:

8. (c) To place the name of the agent presenting this request in the appropriate location on this request.

9. I grant to said attorney in fact full power and authority to do, take, and perform all and every act and thing whatsoever requisite, proper, or necessary to be done, in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as I might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that said attorney in fact, or his substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted.

10. This power of attorney ends twenty-four (24) months from the date of execution.

11. The above named applicant has filed with the Colorado Marijuana Licensing Authority an application for a Marijuana license. Said applicant understands that he/she is seeking the granting of a privilege and acknowledges that the burden of proving its qualifications for a favorable determination is at all times on the applicant. Said applicant accepts any risk of adverse public notice, embarrassment, criticism, or other action of financial loss, which may result from action with respect to this application.

12. I do, for myself, my heirs, executors, administrators, successors, and assigns, hereby release, remise, and forever discharge the person to whom this request is presented, and his agents and employees from all and all manner or actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known or unknown, in law or equity, which the applicant ever had, now has, may have, or claims to have against the person to whom this request is being presented or his agents or employees arising out of or by reason of complying with the request.

13. I agree to indemnify and hold harmless the person to whom this request is presented and his agents and employees from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees arising out of or by reason of complying with this request.

14. A reproduction of this request by photocopying or similar process shall be for all intents and purposes as valid as the original.

Electronic Signature Agreement. By selecting the "I Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Accept : ☑

Applicant's Signature : Daniel Rowland

Date : 05/20/2022

Affirmation of Complete Application

I affirm that I have submitted a complete application and by selecting the "I Affirm and Accept" button, I acknowledge that I am signing this document electronically. I understand that my electronic signature has the same legal effect and enforceability as a written signature pursuant to Articles 71 and 71.3 of Title 24, C.R.S. I declare under penalty of perjury in the second degree that the statements made on this document are true and complete to the best of my knowledge.

I Affirm and Accept : ☑

Signature : Daniel Rowland

Date : 05/20/2022

COLORADO
Department of Revenue
Marijuana Enforcement Division

1697 Cole Blvd., Suite 200
Lakewood, CO 80401

July 20, 2022

Daniel Wood Rowland

License Type: Owner- Individual
License # M144029

Dear Daniel Wood Rowland,

The purpose of this correspondence is to inform you that on July 20, 2022 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

COLORADO
Department of Revenue
Marijuana Enforcement Division

October 5, 2022

Daniel Wood Rowland

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.

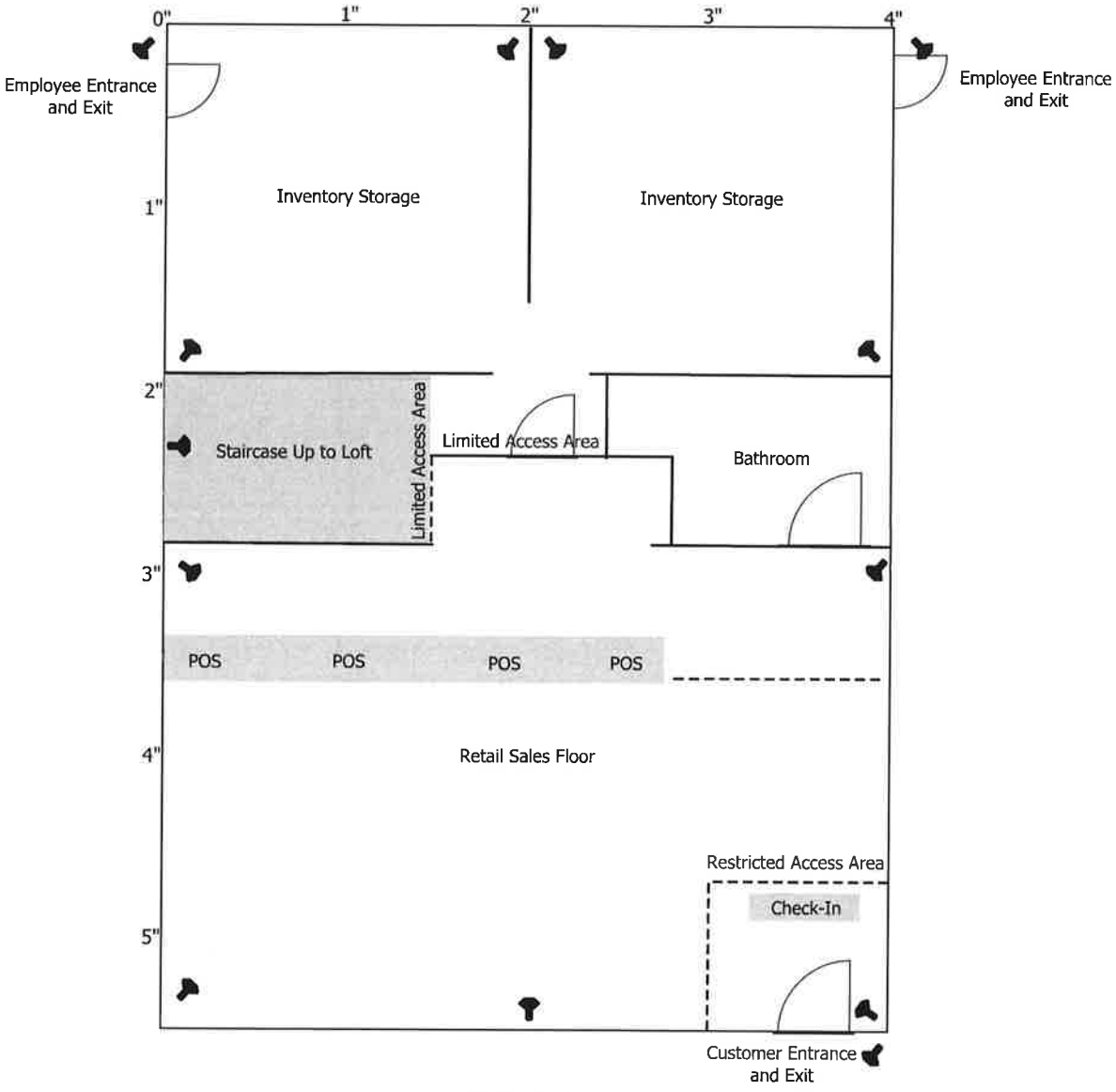
If your badge does not have a photo, it is because the MED did not have a photo to use in the creation of your physical Owner's badge. If your badge does not contain a photo, you must also possess a valid, government issued identification on your person.

Sincerely,

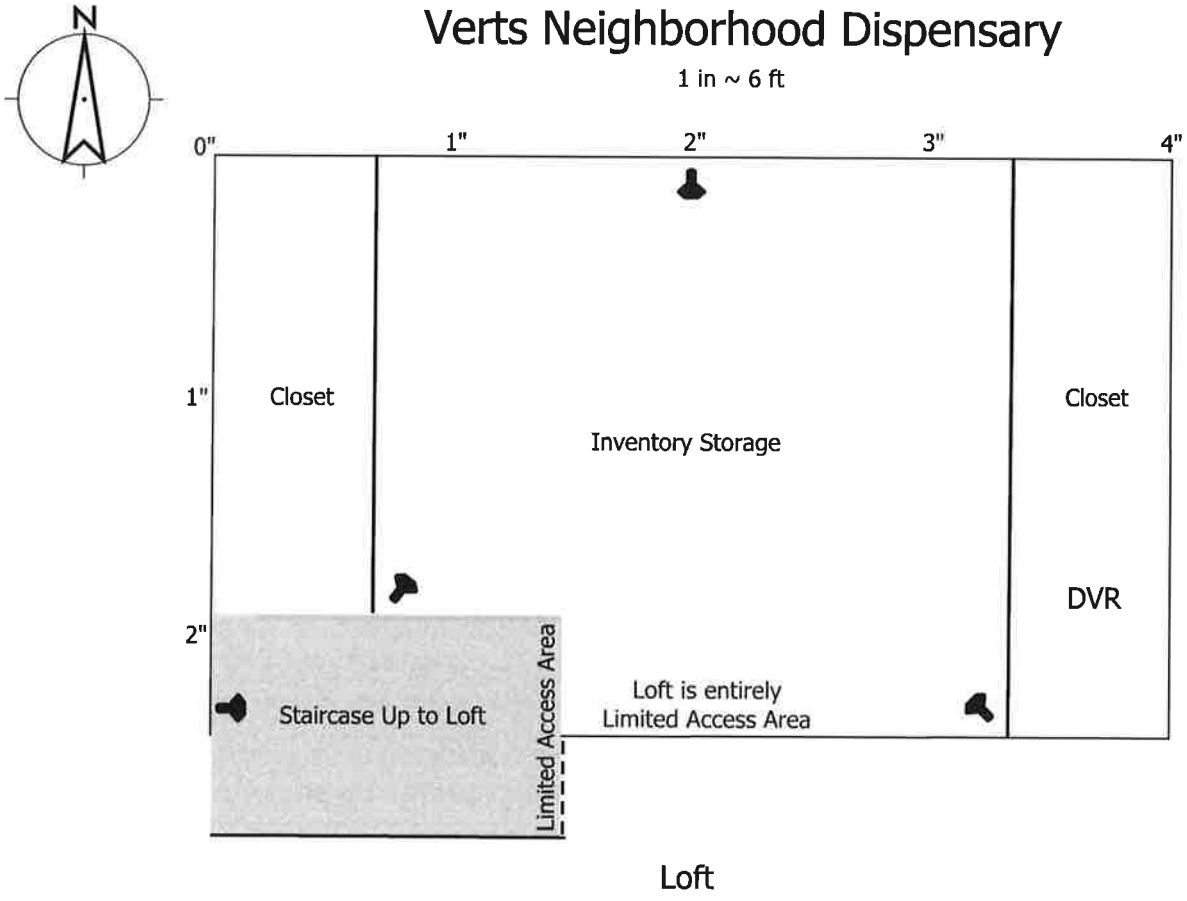
Dominque Mendiola
Senior Director

Verts Neighborhood Dispensary

525 Grand Lake Ave, Grand Lake, CO
State License: TBD
City License: TBD
Cameras : 17
1 in ~ 6 ft



Main Floor


N
Verts Neighborhood Dispensary
1 in ~ 6 ft
0"
1"
2"
3"
4"
1"
2"
Closet
Inventory Storage
Closet
DVR
Staircase Up to Loft
Limited Access Area
Loft is entirely
Limited Access Area
Loft

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

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.

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.

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
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

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.

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

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
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

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
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
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.

- 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.

- 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

email for these records and deleted from the Intellicheck database. This will allow the business to show that the ID was checked at the front desk and verified to be legitimate if there is ever a discrepancy for a customer and their ID with the state or local authorities.

IDs are further verified by a visual and physical scan of the ID, and a visual scan of the customer. Once the customer has been verified to be over 21 with a valid ID, the customer will then be entered into Treez, our internal POS software system that allows Verts to track the amount of cannabis sold according to state purchase limits. Only upon verification will customers be allowed to proceed past the Customer Entrance check-in area into the Retail Sales Floor.

Customers will not be allowed beyond the Retail Sales Floor into any limited access areas, which include all "back of house" operational areas such as the Inventory Storage area. Access beyond the sales floor and entry to all limited-access areas will have electronic access control requiring unique identity verification that records the movements of employees and contractors.

Before interacting with any customer, Verts employees are trained to determine the authenticity of customer identification and to properly understand and use the ID scanner and Treez verification systems in place. Employees are trained to know the physical feel and touch of IDs and reference indicators between real and fake IDs.

The process for every customer is:

1. Ask the customer for their ID
2. Ask them to verbally verify their date of birth
3. As the customer is answering this question, the employee is looking at the picture of the ID and looking at the face of the customer to make sure there are no discrepancies between the two.
4. After the physical and visual check, the employee will run the ID through Intellicheck. This platform runs all IDs through a database using the barcode that can detect any irregularities of the ID.
5. Once the customer is verified through Intellicheck, the employee will place the ID under a UV light to make sure all UV Indicators are in place.
6. If there are any discrepancies with the ID, there will be a copy of the Current ID and Passport book for the US at the front desk, which the employee will reference.
7. If there are still issues, the employee will get a second opinion from a Manager.
8. Once all of these items are verified to be correct and valid, then the customer will be allowed to enter the Retail Sales Floor. If the customer fails to pass the ID checkpoint verification process, they will be asked to leave immediately.

Once the customer has entered the Retail Sales Floor, the customer will again be required to show their ID card to the employee that is finishing the transaction. They will again be asked to verbally verify their date of birth and the employee will be doing the physical and visual checks for the ID and face of the customer.

Verts 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:

- 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.

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);

- 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.

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:

- 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.

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,

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

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
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

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.

Verts Grand Lake LLC
Security Plan

Surveillance – Verts Grand Lake LLC, doing business as Verts Neighborhood Dispensary (Verts), has a comprehensive security and video surveillance system to ensure the safety of our staff, customers and community. Video surveillance cameras are installed throughout the licensed premises to record every square inch of the facility, per 1 CCR 212-3 § 3-225(C)(1), including within 20 feet of all ingresses and egresses, per 1 CCR 212-3 § 3-225(C)(2), and from the interior and exterior of all said entry and exit points, per 1 CCR 212-3 § 3-225(C)(4).

All doors utilize commercial grade locks, per 1 CCR 212-3 § 3-220(B)(1).

All video surveillance equipment has battery backup for a minimum of four hours of recording in the event of a power outage, per 1 CCR 212-3 § 3-225(B)(2), and is equipped with a notification system that alerts management of any interruption or failure of the system, per 1 CCR 212-3 § 3-225(B)(4).

Per 1 CCR 212-3 § 3-225(E)(1), cameras record continuously (24 hours per day/seven days per week), in color, and have night vision. The digital video recording device (DVR) holds up to 40 days of camera footage, per 1 CCR 212-3 § 3-225(E)(2).

The DVR is stored securely in the locked Closet at our location and is accessible only to management, per 1 CCR 212-3 § 3-225(A)(2).

Please see the attached Diagram for a visual representation of the location of all security cameras.

Access control – As described by our customer check-in procedures in our Operations Plan, Verts will not allow entry to the Retail Sales Floor without first identifying an individual as 21 years of age or older with a valid ID. Once inside, customers will not be allowed beyond the Retail Sales Floor into any limited access areas, which include all "back of house" operational areas such as the Inventory Storage areas. Access beyond the Retail Sales Floor and entry to all limited-access areas will have electronic keyfob access controls that records the movements of employees and contractors.

Keyfobs will be collected and deactivated whenever an employee leaves the company. The General Manager is responsible for issuance and activation of all keycards and will notify all staff of any collection and/or deactivation of any keycards. Employees are advised that keycards are for their individual use only and any unauthorized use will result in immediate consequences, up to termination, depending on the severity. If there is ever an issue, camera footage will be checked to match the employee who entered the room at that time.

There are three doors within the licensed premises that lead into the limited access areas. The exterior employee entrances and exits are located on the northeast and northwest corners of the building, respectively, and remain locked at all times. Only Verts employees will have access

through those doors. The third door leads from the Retail Sales Floor into the limited access Inventory Storage areas. Both of these rooms will act as the secured vault. This is where the majority of our inventory will be stored. Both of these rooms are limited access, accessible only to employees with keyfobs and pre-approved visitors or vendors that have been signed in.

The points of sale (POS) are located within the Retail Sales Floor area.

Theft and diversion prevention – Verts is diligent in its commitment to preventing diversion. In order to protect the community and to protect its business, Verts has created a comprehensive strategy for preventing diversion, covered by the many topics detailed below.

Reporting criminal activity

Per 1 CCR 212-3 § 3-905(B)(24)(b), all Verts employees are required to notify the Colorado Marijuana Enforcement Division (MED), the Town Clerk and the Grand County Sheriff's Office within one business day of discovery of any unauthorized entry or theft of cannabis or cannabis products, or any plan or other action of any person to:

- Steal cannabis, cannabis products, cannabis paraphernalia, equipment, or money that is the property of the establishment.
- Sell or otherwise provide cannabis, cannabis products, or cannabis paraphernalia that is the property of the establishment to unauthorized persons.
- Purchase or otherwise obtain cannabis, cannabis products, or cannabis paraphernalia from unauthorized persons.
- Falsify inventory records or transport manifests.
- Commit any other crime relating to the operation of the establishment.

Employee identification

All Verts employees are required to display their MED-issued badges whenever on the premises of the establishment or when transporting cannabis or cannabis products. When employees are terminated, all issued keys, fobs, and codes will be accounted for. If a key or fob is missing, it will be immediately deleted from the access control system. Non-managerial employees will not be permitted to take electronic access cards off premises.

Controlled access

The Verts licensed premises is not shared with nor does it permit access from any other business. All sales, storage and display of cannabis occur only within the restricted area of the licensed premises and is not visible from the exterior of the store, per GLMC 6-5-5(f). As described in our customer check-in procedures in our Operations Plan, Verts will not allow entry to the Retail Sales Floor without first identifying an individual as 21 years of age or older with a valid ID. Once inside, customers will not be allowed beyond the Retail Sales Floor into any limited access areas, which include all "back of house" operational areas such as the Inventory Storage areas.

Verts Grand Lake LLC
Security Plan

Additionally, only badged employees or escorted visitors or vendors who are signed in via the visitors log will be allowed into the limited access areas.

Employee monitoring
Employees are monitored continuously throughout the licensed premises via the store's video surveillance system. Additionally, employees and contractors are not permitted to bring personal belongings into the Retail Sales Floor. Employees have a dedicated space in the Inventory Storage area to store their bags and personal items during their shift.

Displays
The Verts Retail Sales Floor has been designed to provide optimal viewing capabilities of products for customers, while limiting the opportunity for diversion.

Flower product samples are securely displayed in jars that allow customers to visually inspect the flower and smell it; however, the jars are locked and secured by a retractable steel cord within the fixed display.

Concentrates and cartridges are on display, but stored and secured within locked display cases. There is no handling of these products by consumers unless a purchase is made.

Edibles and other pre-packaged cannabis products are displayed in "dummy packaging" with no product inside or using no-THC sample products. This allows customers to visually inspect the product packaging and information, but products containing THC are not on display.

For shelving located behind the POS stations, products are only handled by Verts staff. This area is constantly monitored and occupied by an employee. Customers are never allowed in this area.

Training
Verts will prevent diversion through its training program. Specifically, Verts employees will be trained to:

- Verify customer age and identification according to the Customer Check-In procedures in our Operations Plan.
- Utilize Treez (our internal POS and inventory tracking software system) to track the amount of cannabis sold and prevent purchases from going over individual limits.
- Upon first being hired, team members are required to take a Responsible Vendor class that is taught by a third-party licensed Colorado company, to ensure Verts maintains its state Responsible Vendor designation.

Inventory control
Finally, stringent inventory management will be crucial to preventing the diversion of cannabis. Verts will prevent diversion first by ensuring the secure storage and sale of all cannabis products, which will be kept in a manner as to prevent diversion, theft and loss.

Verts Grand Lake LLC
Security Plan

While the establishment is closed and unoccupied, all cannabis and cannabis products are stored within the limited access Inventory Storage areas of the store. These rooms together serve as the store's secured vault, which is accessible only to employees and escorted visitors or vendors, and is accessible only to employees via electronic keycards.

Verts will utilize Treez to accurately document the present location, amounts, and descriptions of all cannabis and cannabis products in compliance with State law and rule and Verts will maintain records that identify the source of all products, including company name, location, and license number.

Verts will use Metrc (the statewide inventory tracking system) to record the inventory and movement of cannabis and cannabis products throughout the supply chain. Per 1 CCR 212-3 § 3-805(B)(1), Verts will designate its General Manager as its Inventory Tracking System Administrator. The System Administrator will authorize additional owners or employees as an Inventory Tracking System User, and will ensure each user receives Metrc training prior to access or use.

Alarm system – Verts will have a security alarm system that covers the entire licensed premises, including all perimeter entry points and perimeter windows, per 1 CCR 212-3 § 3-220(A)(1). We will contract with ADT for our alarm system and continuous monitoring, per 1 CCR 212-3 § 3-220(A)(2).

There are glass-break sensors throughout the licensed facility as well as motion sensors to signal to the alarm company if there has been a break-in. ADT would then contact someone within the company to see if it is an actual issue. If no one is reached, local law enforcement are notified and will investigate further. If someone within the company does answer, the employee will either check the alarm system and/or DVR system to confirm whether there has been a break-in or not. The employee will let ADT know whether or not local law enforcement need to be contacted.

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

Verts Grand Lake LLC
Security Plan

Waste management – Cannabis waste could present a risk of diversion, if handled improperly. Verts has developed strict waste management procedures that are adhered to by all employees to secure cannabis products not sold (cannabis waste) and ensure that it is disposed of properly.

Waste receptacles

Secured waste receptacles will be placed in the Inventory Storage areas within the limited access area; public access to these areas will be strictly prohibited. Only authorized employees may access the waste receptacles. The waste receptacles will be nonabsorbent, water-tight, vector resistant, durable, easily cleaned, galvanized metal or heavy plastic containers with tight fitting lids.

Waste receptacles will be emptied into trash bags purchased from the Town as part of the Town's self-service Pay-As-You-Throw trash program. Trash is collected and disposed of by authorized employees only.

Types of cannabis waste

The only waste that may be deposited in the receptacles is cannabis waste and the material used to render products unrecognizable and unfit for consumption, per 1 CCR 212-3 § 3-230(D). Cannabis waste is any cannabis material that may be produced in the establishment from the stocking and inventory management of products that are delivered to the establishment from our suppliers' licensed cultivation facilities and product manufacturing facilities, such as cannabis flower or trim, cannabis seeds, cannabis products (including expired products that must be destroyed), or by-products containing cannabis that have been designated for destruction.

Receptacle signage

On or near each receptacle will be a sign with thorough examples of what is and is not acceptable to place inside the receptacle. Only cannabis waste and the material used to render products unrecognizable and unfit for consumption will be placed inside the receptacle.

Destruction of cannabis goods

Prior to disposing of a product as cannabis waste, employees must first render the product as unrecognizable and unfit for use by grinding and mixing the waste with at least 50 percent food waste such as coffee grounds or soil, per 1 CCR 212-3 § 3-230(E)(1). This includes, at a minimum, removing or separating the cannabis goods from any packaging or container which render it unrecognizable and unusable. Verts will keep adequate supplies of both coffee grounds and soil available for mixing. Mixing shall be based on a 1:1 mixture of coffee grounds or soil and cannabis waste.

Recording of waste

Prior to the disposal of any cannabis product from within the dispensary, the appropriate employee will log the cannabis product as destroyed and electronically log the disposal of the

product in Treez and Metrc, per 1 CCR 212-3 § 3-230(I). Both the physical and electronic log will include the date, time, employee information of who is destroying the product, the type, the volume, and the batch number of the waste.

Record-keeping policy
Verts requires waste records to be preserved according to the company's record-keeping policy and records will be maintained by the General Manager and/or Assistant Manager. All records will accurately account for, reconcile, and evidence all activity related to the generation and disposal of cannabis waste.

Cannabis waste is logged as destroyed in Treez and Metrc upon being deposited into the waste receptacles.

Selling of cannabis waste
Verts strictly prohibits the sale of any cannabis waste.

Removal of cannabis waste
All of Verts' non-recyclable waste, including cannabis waste, is emptied into trash bags purchased from the Town as part of the Town's self-service Pay-As-You-Throw trash program. Trash is collected and disposed of by authorized employees only. There is otherwise no outdoor storage of cannabis waste on or near the licensed premises.

Cannabis waste will be removed from the property on a weekly basis, at a minimum, and more frequently if necessary. At no time will the cannabis waste receptacles be filled beyond the capacity, preventing complete closure of the lids.

Video surveillance
Verts operates with video surveillance. The waste receptacles will be located in a position where all interaction with the receptacles is visible on camera at all times.

On-site consumption – In accordance with GLMC 6-5-5(h)(2), on-site consumption of cannabis will be prohibited on the licensed premises. Any Verts employee found to be consuming cannabis on-site will be terminated immediately. All employees are required to read and sign a document upon hiring explaining these terms. If an employee purchases any cannabis while on their shift, they are required to put it immediately in their personal belongings. All personal belongings are under video surveillance.

For customers and the general public, signs are posted at the store saying on-site consumption of cannabis is illegal. We will also post a warning poster saying that local law enforcement will be contacted if there is any suspicious or illegal behavior on or near the licensed premises.

Verts Grand Lake LLC
Security Plan

Once a customer is finished purchasing products, they are required to leave. Customers cannot go anywhere within the store with purchased product. Customers will be notified by signage that it is illegal to consume cannabis on or near the licensed premises. If any customer is ever caught, they will be notified that the company is calling local law enforcement. They will receive a warning from us and if it happens again they cannot shop with us any longer, and law enforcement will be called again. Video footage will be pulled if necessary.

Additionally, in accordance with GLMC 6-5-5(h)(5), no alcohol sales or consumption shall be permitted on the licensed premises.

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

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.

- 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.

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

TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 27– 2024

A RESOLUTION APPROVING A CONDITIONAL USE PERMIT FOR A MARIJUANA BUSINESS LOCATED AT BLOCK 26, LOT 15, TOWN OF GRAND LAKE; MORE COMMONLY REFERRED TO AS 525 GRAND AVENUE

WHEREAS, the Town of Grand Lake (the "Town") received an application for a conditional use permit to operate a marijuana business (the "Application") at 525 Grand Avenue (the "Property"); and
WHEREAS, staff reviewed the application and found it to be complete and to comply with the requirements of Section 12-2-31(B); and

WHEREAS, the Town of Grand Lake Municipal Code (the "Municipal Code"), Section 6-5-10(E)(3) Regulations Issuance or Denial of [Marijuana] License states "[T]he Board shall not issue the [Marijuana] License until…*the Board has voted to approve the Applicant's Conditional Use Permit";* and

WHEREAS, Municipal Code 12-2-31(B)(3)(a)(2)(i): Conditional Use Permits, allows the Planning Commission the option of scheduling a Public Hearing on a Conditional Use Permit Application prior to formulating a recommendation to the Board; and

WHEREAS, the Planning Commission properly noticed and conducted a public hearing on the Application on April 17, 2024; and

WHEREAS, the Planning Commission motioned to continue the hearing until May 1st, 2024; and

WHEREAS, Municipal Code 12-2-31(B): Conditional Use Permits states: *The Planning Commission shall take the following factors into consideration prior to making recommendation to the Town Board of Trustees:*

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

WHEREAS, the Municipal Code Section 6-5-5(B)(3)(a)(3)limits the location of marijuana businesses to *"property within the Commercial Zoning District or a planned development district; but shall not be permitted on any parcel east of Broadway Street. Regulated Marijuana Stores shall not be permitted to operate as "home occupations.*"; and

WHEREAS, the Property is located within the Commercial Zoning District west of Broadway Street; and

WHEREAS, the Municipal Code Section 6-5-5(C)(1)prohibits the location of the marijuana businesses within three hundred (300) feet of: Any established and conspicuously identified elementary or secondary school; Existing licensed child care facility; or Any existing Regulated Marijuana Store; and
WHEREAS, the Property is not located within 300 feet of any established and conspicuously identified

elementary or secondary school; Existing licensed child care facility; or Any existing Regulated Marijuana Store; and

WHEREAS, on May 1, 2024 the Planning Commission voted, 2 for and 2 against, on a motion to recommended to the Board of Trustees, approval of the Application with conditions to install a boardwalk, greenway, and improved parking area in front of the business within three months of the neighboring property completing the same.

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

THAT, the Board of Trustees has reviewed the recommendations of the Planning Commission and the Application for a marijuana business located at Block 26, Lot 15, Town of Grand Lake during a properly noticed public hearing; and

THAT, the Applicant has operated a successful business in the State similar to the proposed use; and

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

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

1. The applicant shall comply with the requirements of Municipal Code Chapter 6: Article 5 for Regulated Marijuana businesses;
2. The applicant shall install a Boardwalk, greenspace, and improved parking surface adjacent to the frontage of the property, the work for which shall be completed within 3 months of an adjoining property completing the same work.
3. All permits and approvals necessary to comply with the Municipal Code and applicable state laws shall be obtained by the applicant prior to commencing commercial operations, and shall be maintained in good status at all times.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE AND SIGNED THIS 13th OF MAY, 2024.

(SEAL)

Votes Approving: 5
Votes Opposed: 1
Absent: 0
Abstained: 0

ATTEST:

Alayna Carrell, Town Clerk

BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO

By: _____
Steve Kudron, Mayor

Column

OFFICIAL AD PROOF

This is the proof of your ad scheduled to run in **Sky-Hi News and Middle Park Times** on the dates indicated below. If changes are needed, please contact us prior to deadline at **(970) 887-3334**.

Notice ID: EW8yMm1ZIy8ywMLCZgcS | **Proof Updated: Jul. 18, 2024 at 04:51pm MDT**
Notice Name: 8CD09 Marijuana License Approval | Publisher ID: 331000

This is not an invoice. Below is an estimated price, and it is subject to change. You will receive an invoice with the final price upon invoice creation by the publisher.

FILER	FILING FOR
Alayna Carrell	Sky-Hi News and Middle Park Times
acarrell@toglco.com	
(970) 627-3435	

Columns Wide:	1	**Ad Class:**	Legals
Total Column Inches:	3.33		
Number of Lines:	40		

07/24/2024: Other Notice	20.24
07/31/2024: Other Notice	14.72
08/07/2024: Other Notice	14.72
Affidavit Fee	10.00

Subtotal	$59.68
Tax	$0.00
Processing Fee	$5.97
Total	**$65.65**

NOTICE OF PUBLIC HEARING

Please take notice that Verts Grand Lake, LLC. d.b.a. Verts Neighborhood Dispensary made an application to the Town of Grand Lake for the issuance of a Regulated Marijuana Business License for a New Retail Marijuana Store pursuant to the Colorado Regulated Marijuana Rules.

The application for a Regulated Marijuana Business License in the name of Verts Grand Lake, LLC. d.b.a. Verts Neighborhood Dispensary is to be located on the following described property in the County of Grand, State of Colorado:

525 Grand Avenue
Grand Lake, CO 80447

The name and address of the officer is as follows:
Daniel Rowland
11922 W. 27th Drive
Lakewood, CO 80215

Public Hearing on said application will be held on Monday, August 12, 2024, at 6:00 p.m., at Town Hall in the Town of Grand Lake, 1026 Park Avenue, Grand Lake, CO. Please attend to comment or comments may be filed in advance with the Grand Lake Town Clerk, acarrell@toglco.com, P. O. Box 99, Grand Lake, CO 80447.

By order of the Grand Lake Town Clerk this 22nd of July, 2024.

/s/Alayna Carrell, Town Clerk

PUBLISHED IN THE SKY-HI NEWS AND MIDDLE PARK TIMES ON WEDNESDAY, JULY 24, 2024, WEDNESDAY, JULY 31, 2024 AND WEDNESDAY, AUGUST 7, 2024.

NOTICE

PURSUANT TO THE Marijuana LAWS OF COLORADO

Verts Grand Lake, LLC
525 Grand Ave.
Grand Lake, CO 80447

HAS REQUESTED THE LICENSING OFFICIALS OF

The Town of Grand Lake

TO: Approve a New Application for a Marijuana License

AT: Verts Grand Lake, LLC
525 Grand Ave.
Grand Lake, CO 80447

HEARING ON APPLICATION TO BE HELD AT:

Grand Lake Town Hall
1026 Park Avenue
Grand Lake, Colorado 80447

TIME AND DATE: August 12, 2024 @ 6:00 pm

DATE OF APPLICATION: March 18, 2024

BY ORDER OF: Grand Lake Board of Trustees

OFFICERS: Daniel Rowland
11922 W. 27th Drive
Lakewood, CO 80215

Alayna Carrell, Town Clerk
P.O. Box 99 Grand Lake, Colorado 80447

Alayna Carrell 7/9/2024

Veris

Neighborhood Dispensary

Town of Grand Lake

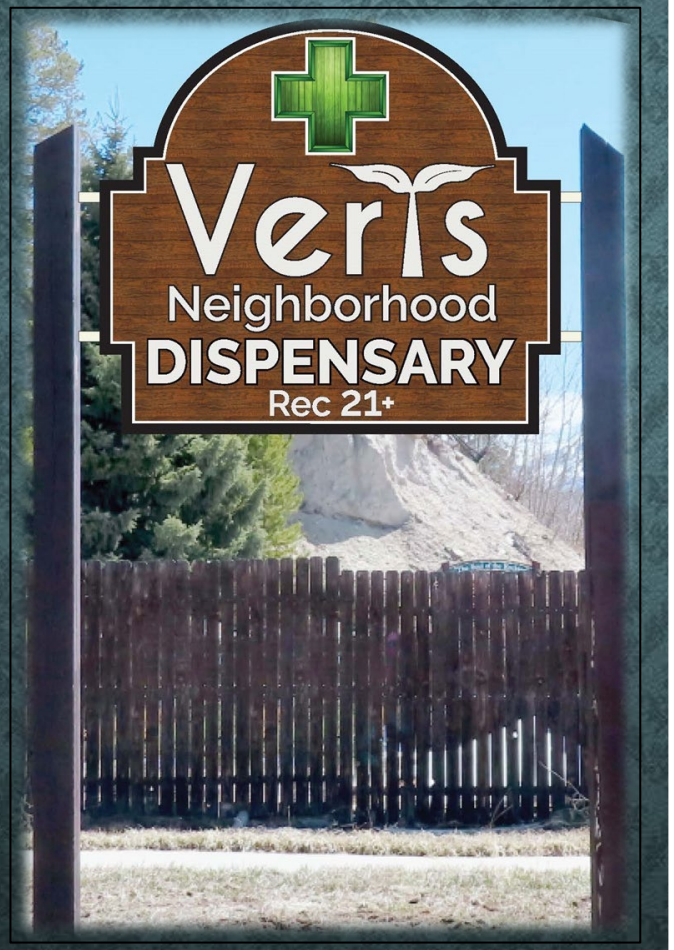
Board of Trustees

Aug. 12, 2024

11 YEARS IN COLORADO

- Friendly, neighborhood vibe
- Foster a sustainable, year-round local economy.
- We treat our team members like family and our customers like friends.
- We build community wherever we go:
  - CO 3x
  - MO 4x
  - MI 1x
  - IL 1x

525 GRAND AVE.



- Conditional Use Permit: ☑
- Sign Permit: ☑
- Business License: ☑
- Sales Tax License: ☑
- Parking Variance: In progress
- Building Permits: In progress
- Upgrades:
  - Electrical
  - Plumbing
  - Accessibility
  - Boardwalk & greenway
  - Parking surface
  - Tenant finishes

STATE APPROVALS

- Conditional License: ☑
- Licensed Premises: ☑
- Security Plan: ☑
- Financial Plan: ☑
- Ownership Structure: ☑
- Findings of Suitability: ☑

STATE OF COLORADO

DEPARTMENT OF REVENUE

Marijuana Enforcement Division

Regulated Marijuana Conditional License

VERTS GRAND LAKE, LLC

Verts Neighborhood Dispensary

525 Grand Avenue, Grand Lake, CO 80447

Retail Marijuana Store - 402R-01044

License Issue Date: 05/03/2024

License Valid Through: 05/03/2025

This license is conditioned upon Local Authority approval, pursuant to section 44-10-305 C.R.S.

This conditional license is issued subject to the laws of the State of Colorado and especially under the provisions of Title 44, Article 10, as amended. This conditional license is nontransferable and shall be conspicuously posted in the place above described.

This conditional license is only valid through the expiration date shown above. Any questions concerning this conditional license should be addressed to: Colorado Marijuana Enforcement Division, 1697 Cole Blvd., Suite 200, Lakewood, CO 80401. In testimony whereof, I have hereunto set my hand.

Dominique Mendiola, Senior Director

Heidi Humphreys, Executive Director

Ownership Team

Verts
Neighborhood Dispensary

MANAGEMENT & OPERATIONS

- **Management –** Team includes three professionals with extensive business and cannabis industry experience.
  - Will also draw on existing staff/ownership expertise.
  - Will staff up to four full-time employees once retail sales scale up.
    - Positions will include a General Manager, Assistant Manager and two Budtenders.

- **Hours of operation –** Within 8am-10pm, seven days a week.

- **Core values:**
  - Customer service
  - Local hiring and career development
  - Community benefits
  - Compliance

Verts
Neighborhood Dispensary

MANAGEMENT & OPERATIONS

- **Trash removal –** As a retail facility with minimal waste production, Verts will utilize the Town's self-service Pay-As-You-Throw trash service.
- **Odor control –** As a retail facility with minimal odor production, Verts will use HEPA-Carbon air filtration and free-standing air scrubbers.

- **On-site consumption strictly prohibited**
- **Additional compliance:**
  - Signage
  - Indoor operations
  - Customer check-in procedures
- **Location management**
  - On-site monitoring
  - Video surveillance
  - Community liaison
  - Prohibition of loitering

Verts
Neighborhood Dispensary

COMMUNITY ENGAGEMENT PLAN

- **History of community involvement**
  - Open-door policy
  - Support of local food banks, animal shelters and toy drives
- **Staying attuned to community needs**
  - Active, outdoor lifestyles and environmental stewardship
  - Safe, clean and quiet neighborhoods
  - Family-friendly events
  - Building a sense of community and belonging, and encouraging volunteerism
- **Volunteer services**
  - Paid time off for employees
  - Hiking trail maintenance
  - Highway litter control
- **Donations**
  - CASA of Grand County
  - Grand County Pet Pals
- **In-kind giving**
  - School supplies, toy donations and canned food drive
- **Local hiring and sourcing**
- **Community liaison**

Request for Board Action

Meeting Date: 8/12/2024

Agenda Item No: 9C	Department: Administration	Presenter: Patterson

ITEM:

Resolution No. 49-2024: A RESOLUTION OF THE TOWN OF GRAND LAKE, COLORADO TO PURCHASE A TRAILER FROM THE GRAND LAKE CHAMBER OF COMMERCE

BACKGROUND:

As noted in the resolution, the Chamber currently owns the trailer/mobile stage. Considering that the Chamber is moving away from holding events and the Town has use for the stage, it appears it's in both parties' best interests to transfer ownership of the stage to the Town.

FISCAL NOTE

To sufficiently consummate this agreement, the Town agrees to pay the Grand Lake Chamber of Commerce $1. The funds will come from GL 10-415-885 Events Town.

STAFF RECOMMENDATION

N/a

SUGGESTED MOTIONS

I make a motion to approve/(deny) ***Resolution No. 49-2024: A RESOLUTION OF THE TOWN OF GRAND LAKE, COLORADO TO PURCHASE A TRAILER FROM THE GRAND LAKE CHAMBER OF COMMERCE***

TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 49– 2024

A RESOLUTION OF THE TOWN OF GRAND LAKE, COLORADO TO PURCHASE A TRAILER FROM THE GRAND LAKE CHAMBER OF COMMERCE

WHEREAS, the Board of Trustees of the Town of Grand Lake, Colorado (the "Board") pursuant to Colorado Statute is vested with the authority of administering the affairs of the Town of Grand Lake, Colorado (the "Town"); and

WHEREAS, Grand Lake Chamber of Commerce (the "Chamber") is the owner of a trailer that functions as a mobile stage for Town and Chamber events VIN number IDTL051993AA (hereinafter the "Trailer"); and

WHEREAS, the Town and Chamber have cooperated to utilize and allow various other performers to make use of the Trailer, however, doing so requires an additional step of the Town securing permission for use of the Trailer prior to each performance*;* and

WHEREAS, the Town and the Chamber believe it to be in the best interest of the Town and the Chamber as well as potential performers on the Trailer for the Town to take ownership of the Trailer and streamline the application process for use of the Trailer; and

WHEREAS, the Chamber is graciously willing to transfer the Trailer to the Town and the Town desires to accept ownership of the Trailer.

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

1. The Town hereby agrees to purchase the Trailer, VIN number 1DTL051993AA, from the Chamber for one ($1.00) dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. The Mayor or his designee is hereby authorized to accept ownership of the Trailer and take any and all steps necessary to complete the transfer of the Trailer and register the same.

3. Severability: If any 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 Board of Trustees 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.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE AND SIGNED THIS 12TH DAY OF AUGUST, 2024.

(S E A L)

Votes Approving:
Votes Opposed:
Absent:
Abstained:

ATTEST:

BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO

_____
Alayna Carrell, Town Clerk

By:_____
Steve Kudron, Mayor

Request for Board Action

Meeting Date: 8/12/2024

Agenda Item No: 9D	Department: Administration	Presenter: Patterson

ITEM:
Resolution Number 50-2024: A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT.

BACKGROUND:
The current employment agreement with Guy Patterson for town manager states: *"…The Town Manager shall be responsible for $1,750.00 per month to Grand Escape Cottages for housing from July 1st, 2024 through September 30th 2024.* ***On October 1st 2024 The Town Manager shall be responsible for $2000.00 per month for housing at the Town owned Matthew's Property until May 31st 2025****…"*

However, it appears that at the time of the approval of the employment agreement, two town employees had already been offered, and had accepted, town housing at the same location. The current contractual language would force them to vacate the premises.

This amendment to the employment agreement will release Mr. Patterson from this contractual arrangement to live in a town-owned property by striking ***On October 1st 2024 The Town Manager shall be responsible for $2000.00 per month for housing at the Town owned Matthew's Property until May 31st 2025***. It will allow for the two employees to stay in town housing while they are employed with the Town.

FISCAL NOTE
There is no fiscal impact to the Town.

STAFF RECOMMENDATION
N/A

SUGGESTED MOTIONS
I make a motion to approve/(deny) ***Resolution Number 50-2024: A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT.***

TOWN OF GRAND LAKE BOARD
OF TRUSTEES RESOLUTION
NO. 50 – 2024

A RESOLUTION APPROVING THE FIRST AMENDMENT TO THE TOWN MANAGER'S EMPLOYMENT AGREEMENT.

WHEREAS, the Board of Trustees (the "Board") of the Town of Grand Lake, Colorado, pursuant to Colorado statute, is vested with the authority of administering the affairs of the Town of Grand Lake, Colorado (the "Town"); and

WHEREAS, the Board and the Town Manager (the "Manager") entered into an employment agreement dated June 3, 2024 (the "Manager's Contract") which set forth, *inter alia*, provisions for the housing of the Manager; and

WHEREAS, due to conditions beyond the control of the Manager or the Board, including the limited quantity and affordability of housing, the Board and the Manager agree it is in the best interest to revise the Town Manager's Agreement regarding certain housing provisions.

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

Section 1. The Town Board of Trustees hereby approves the First Amendment to the Town Manager's Employment Agreement attached hereto as Exhibit A and incorporated herein, by the removal of the ~~strikethrough language~~ in Section 3(e) to read in its entirety as follows:

> e. The Town Manager shall be responsible for $1,750.00 per month to Grand Escape Cottages for housing from July 1st , 2024 through September 30th, 2024. ~~On October 1st 2024 The Town Manager shall be responsible for $2000.00 per month for housing at the Town owned Matthew's Property until May 31st 2025.~~

Section 2. The Board of Trustees hereby authorizes and directs the Mayor to execute any documents necessary to effectuate this First Amendment to the Manager's Employment Agreement on behalf of the Town.

DULY MOVED, SECONDED, AND APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 12th DAY OF AUGUST, 2024.

(S E A L)

Votes Approving: __
Votes Opposed: __
Absent: __
Abstained: __

ATTEST:

_____
Alayna Carrell
Town Clerk

TOWN OF GRAND LAKE

_____
Steve Kudron, Mayor

EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into this 3rd Day of June 2024, by and between the Board of Trustees of the Town of Grand Lake, State of Colorado, a statutory municipality (the "Town"), and Guy P. Patterson (the "Town Manager"), both of whom understand the following:

RECITALS

A. The Town desires to employ the services of said Guy P. Patterson as Town Manager for the Town of Grand Lake, Colorado.

B. The Town Board of Trustees desires to provide certain benefits, establish certain conditions of employment, and set working conditions for the Town Manager in accordance with Article 7 of the Town of Grand Lake Municipal Code (the "Code')

C. ' The Town Board of Trustees desires to secure and retain the services of the Town Manager, establish policy which will act as a deterrent against malfeasance or dishonesty for personal gain on the part of the Town Manager, and provide a just means for terminating the Town Manager's services at such time as he may be unable to fully discharge his duties, or becomes disabled, or when the Town may desire to otherwise terminate his employment for any reason.

D. Guy P. Patterson desires to accept employment as the Town Manager of the Town of Grand Lake, Colorado.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. Duties. The Town agrees to employ Guy Patterson ("Patterson") as the full-time Town Manager of Grand Lake, Colorado, effective July 1st, 2024 (the "Effective Date"), to perform the functions and duties specified by law, including applicable state statutes, the Town's Code and the ordinances of the Town, as authorized by the Town Board of Trustees, and to perform such other legally permissible and proper duties and functions as the Town Board of Trustees shall from time to time assign. This shall be a full-time position.

2. Term.

a. The term of this Agreement shall be indefinite, subject to annual appropriation, and nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Board of Trustees to terminate the services of the Town Manager at any time, subject only to the provisions set forth in Section 4, paragraphs a, b, and c, of this Agreement.

b. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Town Manager to resign at any time from his position with the

Town, subject only to the provision set forth in Section 4, paragraph d of this Agreement.

c. The Town Manager agrees to remain in the exclusive employ of the Town and neither to accept nor become employed by any other employer until separation of the Town Manager, pursuant to Section 4 of this Agreement. The term "employed" shall not be construed to include occasional teaching, writing, or consulting performed on the Town Manager's time off.

3. Compensation. The initial base salary to be paid to Patterson for his services as Town Manager shall be One Hundred Fifty-Five Thousand Dollars ($155,000.00) annually ("Base Salary"), which shall be paid periodically in the same manner as other employees of the Town are paid. Such salary may be increased by appropriate action of the Town Board of Trustees at any time or by the requirements of Section 9d of this agreement.

In addition to such base salary, the Town Manager shall receive such other benefits as afforded all exempt Town employees and at the time of employment shall begin accruing benefits. Other considerations shall apply as follows:

a. Upon the first day of work, the Town Manager shall be allocated 16 hours of initial PTO accessible immediately.

b. The Town Manager shall be entitled to any other leave and financial benefits provided to other employees on an equal basis as contained in the Town of Grand Lake's Employee Manual.

c. The Town shall pay a stipend of$100.00 per month for a cellular phone, cellular phone plan, and other necessary technology equipment to assist the Town Manager in performing his duties.

d. The Town Manager shall be reimbursed by the Town for mileage when the Town Manager uses his private vehicle for business purposes at the standard rate established by the Internal Revenue Service, as amended from time to time.

e. The Town Manager shall be responsible for $1,750.00 per month to Grand Escape Cottages for housing from July 1st, 2024 through September 30th 2024. ~~On October 1st 2024 The Town Manager shall be responsible for $2000.00 per month for housing at the Town owned Matthew's Property until May 31st 2025.~~

4. Termination and Severance Pay.

a. In the event the Town Manager is terminated by the Town Board of Trustees during such time that the Town Manager is willing and able to perform the duties of the Town Manager then, in that event, the Town agrees to pay the Town Manager a lump sum cash payment (the "Severance Pay") as follows:

1. In the event said termination occurs within six (6) months of the effective date of this agreement, the Town shall have no obligation to pay any severance.

n. In the event said termination occurs within six (6) months of the effective date of this Agreement to one (1) year the lump sum cash payment shall be in an amount equal to (3) months' Base Salary. Town shall provide three (3) months of health insurance, however, that in the event the Town Manager is terminated because of his conviction of any felony or crime involving moral turpitude or failure by the Manager in any material way to fulfill or comply with his obligations under this Agreement, in that event, the Town shall have no obligation to pay the aggregated severance sum designated in this paragraph.

111. In the event said termination occurs between one (1) year of the effective date of this Agreement and three (3) years the lump sum cash payment shall be in an amount equal to six (6) months' Base Salary. Town shall provide six (6) months of health insurance; provided, however, that in the event the Town Manager is terminated because of his conviction of any felony or crime involving moral turpitude or failure by the Manager in any material way to fulfill or comply with his obligations under this Agreement, in that event, the Town shall have no obligation to pay the aggregated severance sum designated in this paragraph.

1v. In the event said termination occurs between three (3) years of the effective date of this Agreement to five (5) years the lump sum cash payment shall be in an amount equal to nine (9) months' Base Salary. Town shall provide nine (nine) months of health insurance; provided, however, that in the event the Town Manager is terminated because of his conviction of any felony or crime involving moral turpitude or failure by the Manager in any material way to fulfill or comply with his obligations under this Agreement, in that event, the Town shall have no obligation to pay the aggregated severance sum designated in this paragraph.

v. In the event said termination occurs five (5) year of the effective date of this Agreement or longer, the lump sum cash payment shall be in an amount equal to twelve (12) months' Base Salary. Town shall provide twelve (12) months of health insurance; provided, however, that in the event the Town Manager is terminated because of his conviction of any felony or crime involving mond turpitude or failure by the Manager in any material way to fulfill or comply with his obligations under this Agreement, in that event, the Town

shall have no obligation to pay the aggregated severance sum designated in this paragraph.

b. In the event the Town Manager voluntarily resigns his/her position with the Town, the Town Manager shall give the Town one (1) month written notice in advance, or such lesser amount of advance notice as may be otherwise mutually agreed to by the parties. The Town Manager shall not be entitled to nor shall he receive Severance Pay ifhe chooses to voluntarily resign.

c. In addition to any and all forms of compensation mentioned above, at the time of termination or resignation, the Town Manager is entitled to and shall receive payment for all accrued Vacation Leave as set forth herein.

d. For the purpose of this agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Town Manager at a duly authorized public meeting.

2. If the Town, citizens or legislature acts to amend any provisions of the code pertaining to the role, powers, duties, authority, responsibilities of the Town Manager's position that substantially changes the form of government, the Town Manager shall have the right to declare that such amendments constitute termination;

3. If the Town reduces the base salary, compensation or any other fringe benefit of the Town Manager, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as termination.

4. If the Town Manager resigns following an offer to accept resignation, whether formal or informal, by the Town as representative of the majority of the governing body that the Town Manager resign, the Town Manager may declare a termination as of the date of the suggestion; or

5. Breach of contract declared by either party with a 30-day cure period for either Town Manager or Town. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 13.

5. Hours of Work.

a. It is recognized that the Town Manager must devote a great deal of his time outside normal office hours to the business of the Town (8:00 - 5:00 Monday through Friday) and may work more than a normal 8 hour day or a normal 40

hour week. To that end, the Town Manager will be allowed reasonable ability to flex time during said normal office hours as exchange hours.

b. The employment provided for by this Agreement shall be the Town Manager's primary employment. Recognizing that certain outside consulting or teaching opp or tun it i es provide indirect benefits to the Town and the community, the Town Manager may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement, and shall be subject to the provisions of Section 2, paragraph c of this Agreement.

6. Dues and Subscriptions. Subject to such amounts therefor as may be budgeted, the Town Board of Trustees, at its sole discretion, agrees to pay the professional dues and subscriptions of the Town Manager necessary for his continuation and full participation in national, regional, state and local associations and organizations necessary and desirable for the continued professional participation, growth and advancement, and for the good of the Town.

7. Professional Development. Subject to such amounts as may be budgeted, the Town Board of Trustees, in its sole discretion, agrees to allocate the time and pay the travel and subsistence expenses of the Town Manager, for professional and official travel, meetings, and occasions adequate to continue the professional development of the Town Manager and to adequately pursue necessary official and other functions for the Town including, but not limited to, the Annual Conference of the Colorado Municipal League; the Winter Conference of the Colorado City/County Management Association; the Annual Conference of the ICMA; and such other national, state, and local government groups and committees thereof which the Town Manager serves as a member and are related to his employment position with the Town of Grand Lake as approved by the Town Board of Trustees.

8. The Town also agrees to budget and pay for the travel and subsistence expenses of the Town Manager for short courses, institutes, and seminars which in the sole opinion of the Town Board of Trustees are necessary for his professional development and for the good of the Town.

9. Other Terms and Conditions of Employment.

a. The Town Board of Trustees and Town Manager shall mutually agree to any such other terms and conditions of employment as they may determine from time to time, relating to the performance of the Town Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Code of the Town, or any other law.

b. The Town Board of Trustees shall conduct a performance evaluation with the Town Manager annually during the fourth quarter of the year. The evaluation shall be based on the requirements of the Manager's job description and Board direction given over the prior year and to determine goals for the coming year.

c. To the extent permitted by law, Manager's review shall be a confidential personnel matter and shall not be subject to public disclosure. Nothing herein shall be construed to alter Manager's status as an at-will employee and the Board's failure to perform an annual review or provide comment, suggestion, or critique shall not modify its right to terminate Manager pursuant to the terms of this agreement.

d. Based on a satisfactory annual performance review, effective the beginning of the next fiscal year (January 1) the base salary of the Manager shall increase at the same rate as the average of the budgeted annual salary increases for all the other exempt employees of the Town.

10. Indemnification. To the extent permitted by law, the Town Manager shall be defended and indemnified in his actions undertaken in his official capacity pursuant to all insurance coverages maintained by the Town and pursuant to the terms of the Colorado Governmental Immunity Act. The Town Manager shall, however, not be indemnified for any act or omission that is willful and wanton as those terms are defined in the Colorado Governmental Immunity Act.

11. Disability. If the Town Manager is unable to perform his duties for a period of twelve (12) consecutive weeks and/or cannot be reasonably accommodated, the Town shall have the option to terminate this Agreement subject to the Severance Pay requirements of Section 4 of this Agreement. The Town Manager shall also be compensated for any accrued but unused Vacation Leave.

13. Notices. Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

To the Town: Mayor Stephan J Kudron
1026 Park Avenue
PO Box 99
Grand Lake, Colorado 80447

To the Town Manager: Guy P. Patterson

Alternatively, notice required pursuant to this Agreement may be hand delivered. Notice shall be deemed given as of the date of personal services or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

14. General Provisions.

a. The text herein shall constitute the entire agreement between the parties.
b. This Agreement shall be effective on June 3, 2024.

c. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

TOWN BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE

_____

Stephan J Kudron, Mayor

ATTEST:

_____

Alayna Carrell, Town Clerk

_____

Guy P Patterson

Request for Board Action

Meeting Date: 8/12/2024

Agenda Item No: 9E	Department: Community Development	Presenter: White

ITEM:
Resolution Number 46-2024: A RESOLUTION CONSIDERING APPROVAL OF CONSTRUCTION SERVICES CONTRACT FOR LUCY LANE

BACKGROUND:
The Lucy Love Minor Subdivision annexation agreement requires the Town and the developer to work together to build a road through the center of the 9 acres. Town Staff created a "Request for Proposal" for construction of a road on the Lucy Love minor Subdivision. Jesik Consulting created construction documents (Exhibit D of the contract) and geotechnical data (published in 6/24/24 BOT meeting packet) for the project and they were provided to the bidders. The bid was open to the public for the requisite fourteen (14) days from May 22nd, 2024 to until 5pm, June 6th, 2024. An addendum was issued for the bid, so the bid end date was extended until June 13th, 2024 at 5pm to allow bidders to review the changes. We had 56 companies download or view the documents and sent out 3 courtesy emails to United Company, Conroy Excavation, and Stan Miller. None of the courtesy emails had a response. The Town received one (1) submission for the construction. At the June 24th Board of Trustees Meeting, the Board voted unanimously to direct staff to enter into an agreement for construction services on Lucy Lane with Evergreen Excavation.
The Town Attorney has prepared the Contract as exhibit 1 to the resolution 46-2024 for the three parties involved: the Town, Tom Stanley who is representing the Trust., and Robert Clifton the owner of Evergreen Excavation. Evergreen Excavation submitted an itemized price list for each item and split the costs for the project as shown on exhibit C-1 and C-2 of the Contract as per the scope detailed in the annexation agreement (exhibit B of the Contract).

FISCAL NOTE
$300,0095.28

STAFF RECOMMENDATION
If the Board of Trustees is in agreement with the terms and conditions of the attached contract, the Board should direct staff to sign the contract for the construction services on Lucy Lane.

SUGGESTED MOTIONS
I make a motion to approve/(deny) **Resolution Number 46-2024: A RESOLUTION CONSIDERING APPROVAL OF CONSTRUCTION SERVICES CONTRACT FOR LUCY LANE**

IMPROVEMENTS AGREEMENT
(LUCY LANE ROADWAY EXTENSION)

THIS AGREEMENT is entered into among the Town of Grand Lake, a Colorado municipal corporation (the "Town"), Genette Simpkins Revocable Living Trust, (the "Developer") and Evergreen Excavation Co, (the "Contractor") effective the ___ day of _____, 2024, individually referred to as a Party, or collectively as the Parties.

WHEREAS, the Developer is the owner of the real property described on **Exhibit A**, attached, (hereinafter referred to as "the Property"); and

WHEREAS, the Town and the Developer entered into an agreement on July 19, 2023, attached hereto as **Exhibit B** and incorporated herein, to annex the Property into the Town (the "Annexation Agreement") which, *inter alia*, set forth and reaffirmed public improvements required for the Property and which Party is responsible for such public improvements; and

WHEREAS, the Annexation Agreement also restated and reaffirmed terms of a previous agreement (the "Matthews Agreement") between the Town and the Developer requiring the Town to construct a roadway across the Property to a Class C roadway more specifically described on **Exhibit C-1**, (the "Town Improvements") attached hereto and incorporated herein, the cost of which will be the sole responsibility of the Town; and

WHEREAS the Annexation agreement also restated and reaffirmed terms of the Matthews Agreement that require the Developer to install certain utilities on the Property more specifically set for in **Exhibit C-2**, (the "Developer Improvements") attached hereto and incorporated herein, the cost of which will be the sole responsibility of the Developer; and

WHEREAS, the Town solicited bids to complete the improvements listed in Exhibits C-1 and C-2, (collectively the "Project") and the Contractor submitted an acceptable bid for the Project; and

WHEREAS, the Developer intends to develop the Property, the effect of which will be to directly impact and generate the need for on-site and off-site improvements. The Developer acknowledges that the exactions set forth herein are reasonably attributable to the special impacts which will be generated by the proposed uses of the Property, and that the terms and conditions set forth in this Agreement are necessary, reasonable and appropriate; and

WHEREAS, the Town and Contractor, and, to the extent it desires to do so, the Developer has reviewed and approved the May 29, 2024 Construction Plans for the Property (the "Construction Drawings") attached hereto as **Exhibit D** and incorporated herein; and

WHEREAS, the Parties desire to provide for the construction of the Project described in the Construction Drawings that are required to serve the Property (the "Improvements") as set forth herein; and

WHEREAS, the purpose of this Agreement is to set forth the rights and obligations of each of the Parties in connection with the construction of the Improvements.

NOW, THEREFORE, in consideration of the rights, obligations and compensation set forth below, the Parties hereto agree as follows:

1. Contractor's Obligations

a. Construction of Improvements

Contractor agrees to make, construct and install the Town Improvements and the Developer Improvements as set forth in the Construction Drawings (the "Improvements"). Such Improvements shall be made, constructed and installed in full accordance with the Construction Drawings, including requirements set forth in Section 1(l) of this Agreement regarding rock excavation, and all applicable laws and regulations. Prior to commencement of work on the Property, the Contractor shall obtain all necessary permits and approvals to complete the Improvements. In addition, Contractor shall fully comply with all terms and conditions of any such permits and approvals.

b. Completion of Improvements

On or before October 31, 2024, Contractor shall complete installation of deep utilities including water and sewer mains. On or before June 1, 2025, Contractor shall finish the traveled portions of the roadway to within six (6) inches of final grade. Contractor shall complete all Improvements no later than October 15, 2025. Notwithstanding any Town Code requiring construction of the improvement to halt on October 15 of any year, the Parties agree Contractor shall be able to continue construction of the Improvements so long as no Party has an objection to such continued construction based on safety, weather, or compliance with engineering requirements. The time for completion of the Improvements may be extended by mutual agreement of the Parties, particularly when the need for such extension is caused by persons or matters over which the Contractor has no control.

c. Payment Bond

Prior to commencement of work, Contractor shall furnish the Town a payment bond in a form satisfactory to the Town Attorney to ensure payment of all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work performed under this Agreement.

d. Performance Guarantee

The Contractor shall furnish the Town an Irrevocable Letter of Credit, or other security deemed acceptable by the Town Attorney (the "Performance Guarantee"), in an amount not less than one hundred fifteen percent (115%) of the total estimated cost of the Improvements, as certified to the Town by the Developer's Engineer and as accepted by the Town's Engineer and as set forth in Exhibits C-1 and C-2.

The Performance Guaranty shall be subject to the following terms and conditions: In the event that prior to the Town's Initial Acceptance of the Improvements the Performance

Guarantee should expire or the entity issuing the Performance Guarantee becomes non-qualifying, or the estimated cost of construction of the Improvements is reasonably determined by the Town to be greater than the amount of the security provided, then the Town shall furnish the Contractor with written notice of such condition, and within fifteen (15) days of receipt of such notice the Contractor shall provide the Town with a substituted qualifying Performance Guarantee, or augment the deficient security to achieve one hundred fifteen percent (115%) of the cost of Improvements completion. If such Performance Guarantee is not timely furnished, then construction activities and further payments may be suspended by the Town pending compliance herewith.

e. Completion of Improvements by Town

In the event the Contractor fails to complete the Improvements in compliance with this Agreement, the Town may, but shall not be obligated to, proceed with restoring or completing some or all of the remaining portions of the Improvements to a condition satisfactory, in the sole discretion of the Town Board, to the health, safety and welfare of the Town. The Town shall be entitled to draw on the Performance Guarantee in order to accomplish such restoration and/or completion. The Town must give the Contractor at least Thirty (30) days prior written notice of its intent to draw on the Performance Guarantee in order to restore or complete all or any portion of the Project. If the Town completes some or all of the Improvements, then the Town Board shall have full discretion to determine the rules and regulations governing use of the Improvements and any fees to be charged for or associated with such use.

f. Warranty

For a period of two (2) years from the date of Initial Acceptance, Contractor warrants that all Improvements hereunder will be free from defects, including but not limited to defects in materials, workmanship, design, construction and installation, and that the Improvements otherwise fully comply with all applicable standards and specifications. To the extent any substantial portion of the Improvements are repaired or replaced during such two-year period, the warranty period as to the repaired or replaced Improvements shall be extended to a date two years after the date the repair or replacement were inspected and accepted by the Town.

g. Warranty Guarantee

A Warranty Guarantee shall be equal to fifteen percent (15%) of the total cost of the Improvements, as certified to the Town. The Warranty Guarantee shall be in the form of an Irrevocable Letter of Credit or other security acceptable to the Town Attorney conforming to the requirements applicable to the Performance Guarantee set forth at Section 1(d) hereof. The Warranty Guarantee shall provide security for the costs which may be incurred in repairing and/or replacing Improvements during a warranty period of two years following Initial Acceptance by the Town.

In the event that any substantial repair or replacement is required to any of the Improvements during the warranty period and such repair or replacement is not timely made upon notice of defect or in any event before the expiration of the warranty period, the Town may elect, but shall not be obligated, to:

(1) call the Warranty Guarantee and secure repair or replacement of the nonconforming improvements, or

(2) Take such other action as may be authorized in law or equity.

h. Change Orders

At any time by written change order, the Town may make changes in the Construction Drawings or scheduling of the Agreement within the general scope. All such work shall be executed under the time constraints of the Agreement, unless an extension of time has been agreed upon by the Parties at the time of ordering such change. Any change order required by Contractor must be approved in writing by Town for Town Improvements and Developer for Developer Improvements prior to commencement of work on change order. Failure on the part of the Contractor to receive such approval prior to commencement of change order work shall not obligate the Town or Developer for any cost or amount due to Contractor associated with unapproved change order work.

i. Engineering Services

The Contractor shall at its sole expense procure all engineering and landscaping services necessary and appropriate in conjunction with the construction of the Improvements, which shall fully conform to the Town's applicable ordinances, standards and specifications. Professional services shall be performed by engineers, surveyors, architects or other professionals duly licensed by the State of Colorado as may be appropriate.

j. Licensing of subcontractors.

The Contractor shall ensure that all contractors and/or subcontractors employed in connection with construction or installation of the Improvements shall be licensed, to the extent such licensing is required, before any work on the Improvements is commenced.

k. Street Access

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

l. Rock Excavation

The Parties recognize the geological conditions of the Property are somewhat unknown and construction of the Improvements may necessitate additional and more costly methods of excavation under certain circumstances herein referred to as Rock Excavation. Rock Excavation shall mean any rock that cannot be removed with an 80,000 pound excavator after multiple good faith attempts as reasonably approved by the Town or Developer, necessitating such rock to be hammered, blasted or sawed in an attempt to construct the Improvements as designed including

but not limited to keeping the width of the trench for deep utilities as close to four (4) feet wide as possible. In the event Contractor believes Rock Excavation is necessary on any portion of the project, the Contractor shall provide the Town and Developer notice of such change and obtain approval from Town for Rock Excavation related to Town Improvements or Developer for Rock Excavation related to Developer Improvements. The Town and Developer shall have the right, but not the obligation to inspect the proposed Rock Excavation and related attempts made prior to issuing approval of implementation of this provision. Such approval shall not be unreasonably withheld.

2. Inspection, testing and Initial Acceptance of Improvements and Release of Performance Guarantee

Any and all costs of the required inspection or testing of Improvements, including but not limited to those set forth for Sewer Pipe as Exhibit E and Water Pipe as Exhibit F, attached hereto and incorporated herein, shall be borne solely by the Contractor. The extent of the Contractor's compliance with this Agreement shall be determined solely by the Town for Town Improvements and Developer for Developer Improvements or Town and Developer for Improvements paid for by both Town and Developer and each Party's duly authorized agents and employees.

a. Testing

The Contractor, at its sole expense, shall employ a professionally qualified, independent testing company acceptable to the Town to perform all testing of materials or construction that may reasonably be required by the Town to ensure compliance with applicable standards and specifications. Contractor shall furnish the Town with certified copies of test results and agrees to release and authorize full access by the Town and its designated representatives to all work-up materials, procedures and documents used in preparing the test results as requested by the Town. Notwithstanding the foregoing, the Town or Developer may require additional compaction and soils tests for the Town Improvements or Developer Improvements at the cost of the Party requiring such additional soil or compaction testing.

b. Inspection

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

c. Initial acceptance of Improvements

The Contractor shall submit a Request For Initial Acceptance, including Certification of Completion, "as built" drawings of the Improvements and certified cost estimates of Improvements, to the Town upon completion of the Improvements. Said Certification shall be

submitted upon written oath or affirmation of the Contractor that the Improvements have been fully paid for and Contractor has fully paid all persons or entities having furnished labor or materials for the design, construction and installation of such Improvements. The Town, however, shall not be deemed to have accepted any payment responsibility or liability in conjunction with the ascertainment of such payment. The Town shall inspect such Improvements within ten (10) working days of the Town's receipt of the Contractor's request for Initial Acceptance, unless unable to do so due to inclement weather or other natural conditions or conditions beyond the Town's control. Upon a finding of satisfactory completion of the Improvements in compliance herewith and all applicable ordinances and standards, the Town shall issue a Certificate of Initial Acceptance to the Contractor, for the completed Improvements. Following the issuance of the Certificate of Initial Acceptance, the Town shall, upon request by the Contractor, release the Performance Guarantee, provided a Warranty Guarantee meeting the requirements of Section 1(g) has been executed and delivered to the Town, and provided no mechanics lien statements have been filed with respect to the project.

d. Release of Performance Guarantee

Upon the Town issuing a written certificate of Initial Acceptance, the Town shall release the Performance Guarantee after or simultaneously with the Contractor providing a Warranty Guarantee

e. Final Acceptance of Improvements and Release of Warranty Guarantee

1) No earlier than sixty (60) days or later than thirty (30) days prior to the expiration of the warranty period, the Contractor shall submit a written request for Final Acceptance of Improvements, and within ten (10) business days of such request the Town shall conduct a final inspection of the Improvements, unless precluded from doing so by weather or natural conditions. If the Improvements subject to the inspection request fully conform to this Agreement and all applicable standards and specifications, and/or all repairs, if any are needed, have been made to bring same into such conformance, then the Town shall issue a Certificate of Completion and certify Final Acceptance of the Improvements to the Contractor. After Final Acceptance the Contractor may request, and the Town shall release the Warranty Guarantee, and Contractor shall have no further obligations or liabilities with respect to such Improvements.

2) If Contractor fails to have Improvements finally accepted as provided in this Section, the Contractor shall be in default of this Agreement and the Town may exercise its rights to secure performance as provided by Section 1(e) hereof. In the event that the Contractor has not requested Final Acceptance forty-five (45) days prior to the scheduled completion dates applicable, as may have been extended as herein provided, the Town shall have the right, but not the obligation, to at any time thereafter conduct a final inspection of the Improvements. If pursuant to Final Inspection requested by the Contractor or initiated by the Town, any such Improvements are found to not conform to this Agreement, or applicable standards and specifications, the Town shall have the rights set forth at Section 1(g), and elsewhere herein.

3) Nothing herein shall be construed or deemed as requiring the Town to finally accept and release from warranty any Improvements that are defective or damaged.

3. Payment

a. By Town for Town Improvements.

The Town agrees pay Contractor the estimated $300,095.28 to design, construct, and install the Town Improvements and to comply with the other provisions of this Agreement. The Parties acknowledge and agree this amount is based on a good faith estimate, however, such amount may vary due to the amount of excavated materials, methods required to excavate such material, the amount of linear feet for utility lines dictated by geological factors, or other factors beyond the control of the Parties. In the event such amount deviates from the estimate above, the Contractor shall promptly notify the Town and the Town shall review any proposed change and give its reasonable approval for the same. The Town to agrees to make timely and full payments for the improvements set forth in **Exhibit C-1,** attached hereto and incorporated herein by reference (the "Town Improvements"). The Town shall deposit fifty (50%) percent of the total estimated cost of the Town Improvements into an escrow account (the "Town Escrow Account") that may be drawn from after verification and approval by the Town Engineer of monthly bills submitted to the Town by the Contractor for inspection and approval. Contractor shall provide any supporting documentation requested by the Town Engineer. Once the Town Escrow Account is depleted to ten (10%) percent or less of the total estimated amount owed to the Contractor from the Town, the Town shall replenish the Town Escrow Account, so the total amount paid and available is equal to ninety-five (95%) percent of the total estimated cost of the Town Improvements. The remaining 5% shall be held by the Town and paid upon completion and acceptance of the Town Improvements.

b. By Developer for Developer Improvements.

The Developer agrees pay Contractor the estimated $396,772.99 to design, construct, and install the Developer Improvements and to comply with the other provisions of this Agreement. The Parties acknowledge and agree this amount is based on a good faith estimate, however, such amount may vary due to the amount of excavated materials, methods required to excavate such material, the amount of linear feet for utility lines dictated by geological factors, or other factors beyond the control of the Parties. In the event such amount deviates from the estimate above, the Contractor shall promptly notify the Developer and the Developer shall review any proposed change and give its reasonable approval for the same. Developer agrees to make timely and full payments for the improvements set forth in **Exhibit C-2,** attached hereto and incorporated herein by reference (the "Developer Improvements"). The Developer shall deposit fifty (50%) percent of the total estimated cost of the Developer Improvements into an escrow account (the "Developer Escrow Account") that may be drawn from after verification and approval by the Developer of monthly bills submitted to the Developer by the Contractor for review and approval. Contractor shall provide any supporting documentation requested by the Developer. Once the Developer Escrow Account is depleted to ten (10%) percent or less of the total

estimated amount owed to the Contractor from the Developer, the Developer shall replenish the Developer Escrow Account so the total amount paid and available is equal to ninety-five (95%) percent of the total estimated cost of the Developer Improvements. The remaining 5% shall be held by the Developer and paid upon completion and acceptance of the Developer Improvements.

4. Liability Limitations

a. Indemnification

The Contractor agrees to indemnify and hold harmless the Town and Developer, and their officers, agents and employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arises out of or is in any manner connected with the work to be performed under this Agreement, if such injury, loss, or damage is caused in whole or in part by, the negligent act or omission, error, professional error, mistake, accident or other fault of the Contractor, any Subcontractor, or any officer, employee, or agent of the Contractor, or subcontractor. The obligations of this Section shall not apply to damages for which the Town or Developer shall become liable by final judgment to pay a third party as a result of the negligent act or omission, error, professional error, mistake, accident, or other fault of the Town or Developer, respectively.

b. Insurance

(1) The Contractor agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages: Commercial General or Business Liability Insurance with Minimum combined single limits of One Million One Hundred Ninety Five Thousand Dollars ($1,195,000) for any one occurrence, with respect to each of the Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. In the event that the Contractor's insurance does not cover non-owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor who utilizes an automobile in providing services to the Town, the Contractor or the Developer under this Agreement.

(2) Contractor shall insure that all contractors and subcontractors providing services provide Workers' Compensation as required by the Labor Code of the State of Colorado and Employers' Liability Insurance.

(3) Contractor shall at a minimum procure and maintain insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to the Town. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to retroactive dates, and extended reporting periods shall be procured to maintain such continuous coverage.

(4) A Certificate of Insurance shall be completed by the Contractor’s insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the Town prior to commencement of any services under this Agreement. The Certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not

be canceled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the Town.

(5) Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material Breach of Agreement and, if said breach is not cured within ten (10) days of written notice by Town to Contractor or Developer, Town may immediately terminate this Agreement, or at its discretion, Town may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith and all monies so paid by Town shall be repaid by the Contractor or Developer to Town upon demand, or Town may offset the cost of the premiums against any monies due to Contractor or Developer from Town, or the Town may cease to issue building permits or certificates of occupancy, or to provide utility services until the defect has been remedied.

(6) The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Developer and Contractor agree to execute any and all documents necessary to allow the Town access to any and all insurance policies and endorsements pertaining to this particular job.

(7) The parties hereto understand and agree that the Town, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the Town, its officers, agents or employees.

c. Nonliability

Developer and Contractor acknowledge that the Town's review and approval of plans for the development of the Property is done in furtherance of the general public health, safety and welfare, and that no specific relationship with, or duty of care to the Developer, Contractor or third parties is created or assumed by such review approval, nor is any immunity waived, as is more specifically set forth at Section 24-10-101, et seq. C.R.S., Colorado Governmental Immunity Act.

No one, individually or otherwise, other than the Parties, shall acquire, as a result of this Agreement, any rights, claims or obligations from or against the Town, its agents, employees or officers. Actions by the Town against Developer or Contractor to enforce any provision of this Agreement shall be at the sole discretion of the Town Board. No third parties shall have any right to require any action by the Town pursuant to this Agreement; and this Agreement shall not create a liability on the part of or be a cause of action against the Town for any personal or property damage that may result to any third parties from the failure of Developer or Contractor to perform or construct the Improvements herein specified.

5. Termination

a. By Contractor

In the event the Town or the Developer fail to pay undisputed amounts invoiced by the Contractor as provided in Section 3, if such failure to pay is not remedied by the Town or the Developer within 20 days of written notice, Contractor may terminate this Agreement as to the non-paying party. Such termination of the Agreement as to the non-paying party shall not relieve the obligation of the Contractor to complete the improvements related to the other party.

b. By Town

In the event the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of creditors, or if a receiver is appointed as a result of Contractor's insolvency, or if Contractor should persistently or repeatedly refuse or fail, except for cases in which extension of time is provided, to supply enough properly-skilled workers or materials, or it fails to make payments to subcontractors or for materials or labor so as to affect the progress of the Improvements, then the Town, upon written notice, without prejudice to any other right or remedy, may terminate this Agreement and take possession of the premises and of all materials, tools, equipment and other facilities installed in connection with the Improvements and, at the Town's option, finish the Improvements or part of them. In such case the Contractor shall not be entitled to receive any further payment until the Improvements are completed and Initially Accepted. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to the Town.

6. Enforcement, Breach, and Remedies

a. Breach of Agreement

1) By Contractor: In the event the Contractor fails to timely comply with any of the terms, conditions, covenants and undertakings hereof, and if such noncompliance is not cured and brought into compliance within thirty (30) days of written notice of breach to the Contractor by the Town, unless the Town in writing designates a longer cure period reasonably requested by the Contractor, then the Town may call for payment of the Performance or Warranty Guarantee. The Town may also during the cure period withhold any additional payments. Nothing hereunder shall be construed to limit the Town from pursuing any other remedy at law or in equity which may be appropriate under the statutes and ordinances, and applicable laws and legal standards of the State of Colorado or the United States. Such remedies shall be cumulative. Notice by the Town to the Contractor shall specify the conditions of default.

2) By Town: If at any time the Contractor believes the Town is in breach of this Agreement, the Contractor shall provide the Town with 20 days

written notice. In the event the Town fails to remedy the alleged breach within 20 days or such additional period as may be necessary in light of the nature of the alleged breach, then the Contractor's remedies are limited to specific performance of this Agreement and shall not include any claim for damages or other monetary relief.

3) By Developer: If at any time the Contractor believes the Developer is in breach of this Agreement, the Contractor shall provide the Developer with 20 days written notice. In the event the Developer fails to remedy the alleged breach within 20 days or such additional period as may be necessary in light of the nature of the alleged breach, then the Contractor's remedies are limited to specific performance of this Agreement and shall not include any claim for damages or other monetary relief.

b. Liquidated damages

Contractor represents and agrees it can and will complete the Improvements, including Initial Acceptance, within the prescribed time limit as stated in Section 1(b) and within the time as may be extended. In the event the Contractor fails to complete the work within the allotted time limit, it shall pay as liquidated damages $500.00 for each calendar day which the Contractor fails to finish the work in excess of the time period allotted. The Parties agree that the liquidated damages, as stated in this Section, are not a penalty and are reasonable, given the expected harm from a delay in completion, the difficulty of proving actual loss, and the inadequacy of any other remedy.

7. Miscellaneous

a. Binding Effect

This Agreement shall be binding on the Parties hereto, their respective successors, and assigns. The Contractor and any such successor and assign shall be jointly and severally liable for performance of this Agreement.

b. Entire Agreement

This Agreement shall constitute the entire agreement between the Parties. No subsequent amendment hereto shall be valid unless made in writing and properly executed by the Parties hereto.

c. Notice

Any notice given under the terms of this Agreement shall be made in writing, and shall be deemed made upon personal service or upon mailing by United States Mail, postage prepaid, to the other, and unless amended by written notice, to the following:

Town Manager
Town of Grand Lake

1026 Park Avenue
PO Box 99
Grand Lake, Colorado 80447

Genette Simpkins Revokable Living Trust
Attn: Thomas D. Stanley as Power of Attorney for the Genette Simpkins Revocable Living Trust
8038 S. Valleyhead Way
Aurora, CO 80016
Tstanexc@gmail.com
303-898-2970

Evergreen Excavation Co.
Attn: Robert Clifton
41 Juno Trail
Evergreen, CO 80439
eexcavationco@outlook.com

d. Applicable Law, Jurisdiction, Venue and Severability

This Agreement is to be governed and construed according to the laws of the State of Colorado. Any action or claim filed to enforce this Agreement or relating directly or indirectly to the provisions, performance or enforcement of this Agreement shall be filed in the District Court of Grand County, State of Colorado. In the event that any provision of this Agreement is held to be in violation of the Town's ordinances or the laws of the State of Colorado or the United States and thereby rendered unenforceable, such unenforceable provision shall be ineffective without invalidating the remaining provisions of this Agreement.

e. Non-Waiver

The failure of the Town to take timely action with respect to any breach of any term, covenant or condition hereof shall not be deemed to be a waiver of such performance by Contractor, or a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

f. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, and agreeing to be fully bound by the terms of this Agreement the parties have set their hands below on the dates indicated.

TOWN OF GRAND LAKE

By: _____
Steve Kudron, Mayor

GENETTE SIMPKINS REVOCABLE LIVING TRUST

By:_____
Thomas D. Stanley
Power of Attorney for Genette Simpkins Revocable Living Trust

ATTEST:

_____
Alayna Carrell, Town Clerk

EVERGREEN EXCAVATION CO

By:_____
Robert Clifton

STATE OF COLORADO)
) ss
COUNTY OF _____)

Acknowledged before me this _____ day of _____, 20__ by_____, as_____, of _____a _____.

Witness my hand and official seal.

My commission expires: _____

(Seal)

_____
Notary Public

LOVE TRACT ANNEXATION MAP

A METES AND BOUNDS TRACT OF LAND DESCRIBED AT RECEPTION 2015-000641

A TRACT OF LAND IN THE NE1/4NE1/4 (LOT 1) OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6th PRINCIPAL MERIDIAN,
COUNTY OF GRAND, STATE OF COLORADO
(VACANT LAND)

SURVEY NOTES:

1. THIS ANNEXATION MAP IS NOT A BOUNDARY SURVEY OR SHALL IT BE CONSTRUED AS A BOUNDARY DETERMINATION OF OWNERSHIP AND/OR OCCUPATION. THIS ANNEXATION IS 8.98 ACRES PER DEED RECORDED AT RECEPTION 2005-000641 HAVING A DEED CLOSURE OF 1:203313.7.

2. THE FOLLOWING DOCUMENTS WERE UTILIZED IN THE PREPARATION OF THIS ANNEXATION MAP.
GRAND COUNTY CLERKS RECORDS:
a. BOOK 152 PAGE 268, WARRANTY DEED, MATTHEWS TO MATTHEWS, FILED JANUARY 19, 1966.
b. BOOK 359 PAGE 950, WARRANTY DEED, MATTHEWS TO BEYER, FILED OCTOBER 4, 1984.
c. RECEPTION 56512, PLAT OF GUDGEL SUBDIVISION, RECORDED NOVEMBER 5, 1941.
d. BOOK 92 PAGE 150, RIGHT OF WAY DEED, CLIFTON B. HOWARD TO THE BOARD OF COUNTY COMMISSIONERS, FILED SEPTEMBER 20, 1944.
e. BOOK 116 PAGE 354, WARRANTY DEED, ESTATE OF CLIFTON B. HOWARD TO MATTHEWS, RECORDED MAY 4, 1956.
f. RECEPTION 99914, PLAT OF AMENDED PLAT TO GUDGEL SUBDIVISION, RECORDED FEBRUARY 24, 1964.
g. RECEPTION 110970, PLAT OF COLUMBINE LAKE, RECORDED MAY 21, 1969.
h. RECEPTION 2021-002758, WARRANTY DEED, RECORDED MARCH 10, 2021. SUBJECT VESTING DEED WITH PROPERTY DESCRIPTION USING CALLS TO THE COLUMBINE LAKE MONUMENTS DONE JUNIOR AND WRITTEN BY LS11415 BY LAND SURVEY DEPOSIT LS461.
i. RECEPTION 2022-008429, COUNTY RESOLUTION TO VACATE A PORTION OF THE 60' WIDE RIGHT-OF-WAY DESCRIBED ON RIGHT-OF-WAY DEED BOOK 92 PAGE 150.
j. RECEPTION 2022-008430, QUIT CLAIM DEED TO THE TOWN OF GRAND LAKE FOR A PORTION A THE 60' WIDE RIGHT-OF-WAY DESCRIBED ON RIGHT-OF-WAY DEED BOOK 92 PAGE 150.
k. RECEPTION 110970, PLAT OF COLUMBINE LAKE, RECORDED MAY 21, 1969.
GRAND COUNTY SURVEY DEPOSIT:
l. LS461, DEPOSIT DATE DECEMBER 12, 1995, IMPROVEMENT SURVEY PLAT BY PLS 11415 DATED 12/5/1995.
m. LS2418, DEPOSIT DATE OF JULY 14, 2021, IMPROVEMENT SURVEY PLAT BY PLS 36063 DATED 11/16/2021.
TITLE COMMITMENT:
n. COMMITMENT No. 1119815-C ISSUED BY TITLE COMPANY OF THE ROCKIES AS AGENTS FOR WESTCO LAND TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF FEBRUARY 27, 2023.

3. THE BASIS OF BEARING FOR THIS ANNEXATION MAP IS ALONG THE NORTH LINE OF THE LOVE TRACT, BETWEEN FOUND #5 REBARS WITH 1.5" DIA. ALUMINUM CAPS STAMPED "PLS 11415" AS SHOWN HEREON HAVING A BEARING OF N 88°54'09" W, AS MEASURED BY RTK/GPS METHOD ON NOVEMBER 6, 2020. LINEAR UNITS SHOWN ARE U.S. SURVEY FOOT.

4. REFERENCED IS HEREBY MADE TO THE LAND SURVEY DEPOSIT LS2418, FOR MATHEW BOUNDARY INFORMATION.

5. THE STIPULATION AND CONSENT JUDGEMENT AT RECEPTION 2009-001100 AND 2009-001101 RESPECTIVELY DETAILS ACCESS FROM AND TO THE STANLEY PROPERTY. BULLET ITEM 12 STATES, THERE SHALL BE NO ROAD OR DRIVEWAY FROM THE STANLEY PROPERTY ONTO THE 30' WIDE STRIP IMMEDIATELY TO THE NORTH OF TRACTS 32 AND 17, GUDGEL SUBDIVISION.

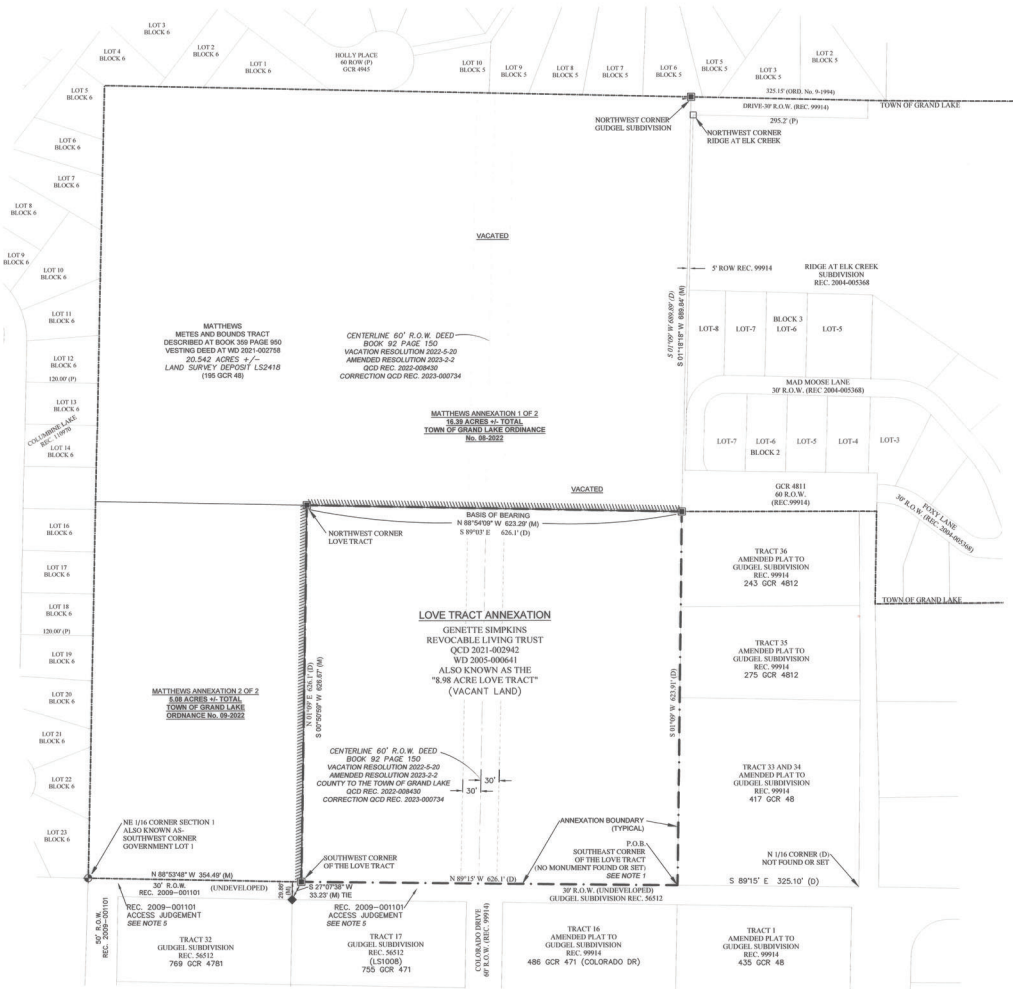
N

0 100' 200' 300'

SCALE: 1" = 100'
LINEAL UNIT IS
US SURVEY FOOT

LEGEND

- ⊕ –FOUND 30" LONG #6 REBAR WITH 3.25" DIA. ALUMINUM CAP STAMPED PLS 36063, AS DESCRIBED
- ⊞ –FOUND SECTION CONER AS DESCRIBED
- ▣ –FOUND #5 REBAR WITH 1.5" DIA. ALUMINUM CAP STAMPED PLS 11415, AS SHOWN ON LS461
- ◆ –FOUND #5 REBAR WITH YELLOW PLASTIC CAP STAMPED "DES PLS 26298", AT GRADE
- □ –POINT AS DESCRIBED
- (P) –PLAT REC. 110970 BEARING AND DISTANCES
- (M) –FIELD MEASURED
- (D) –DEED INFORMATION
- DIA. –DIAMETER
- GCR –GRAND COUNTY ROAD
- REC. –RECEPTION
- R.O.W.–RIGHT–OF–WAY
- QCD –QUITCLAIM DEED
- WD –WARRANTY DEED
- – – – –EXISTING TOWN LIMITS
- \\\\\\\\\\ –CONTIGUOUS BOUNDARY



LOVE TRACT ANNEXATION CALCULATION

TOTAL PERIMETER TO ANNEX = 2,502.2'
1/6 PERIMETER REQUIRED = 417.0'
CONTIGUITY LENGTH = 1,252.2'

TOTAL AREA = ±8.98 ACRES

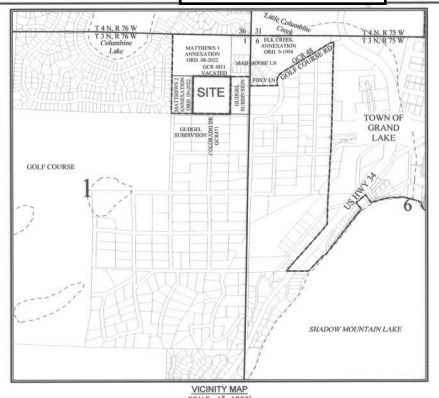
SURVEYORS CERTIFICATE

I, KEITH E. LUTTRELL, A PROFESSIONAL LAND SURVEYOR LICENSED TO PRACTICE IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT NOT LESS THAN ONE–SIXTH (1/6) OF THE PERIMETER OF THE AREA PROPOSED TO BE ANNEXED TO THE TOWN OF GRAND LAKE, IS CONTIGUOUS WITH THE BOUNDARIES OF THE ANNEXING MUNICIPALITY, AND THAT THIS ANNEXATION MAP SUBSTANTIALLY COMPLIES WITH THE COLORADO REVISED STATUTES AND THE TOWN OF GRAND LAKE, COLORADO CODES APPERTAINING THERETO. AND THAT THIS ANNEXATION MAP WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION, IT IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF, IT IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND THAT IT IS NOT A GUARANTY OR WARRANTY EITHER EXPRESSED OR IMPLIED.

KEITH E. LUTTRELL PLS 36063
FOR AND ON BEHALF OF:
PEAK TO PEAK LAND
SURVEYING & MAPPING, INC.

COLORADO REGISTERED
KEITH E. LUTTRELL
36063
7/26/2023
PROFESSIONAL LAND SURVEYOR

NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



VICINITY MAP
SCALE: 1"=1000'

PROPERTY DESCRIPTION: (PER BOOK WARRANTY DEED REC. 2015-000641)

A TRACT OF LAND IN THE NE1/4NE1/4 (LOT 1) OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF THIS TRACT WHENCE THE N1/16 CORNER BETWEEN SAID SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M., AND SECTION 6, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M., BEARS SOUTH 89°15' EAST, FOR A DISTANCE OF 325.1 FEET;
THENCE RUNNING ALONG THE N1/16TH LINE OF SECTION 1, NORTH 89°15' WEST FOR A DISTANCE OF 626.1 FEET TO THE SW CORNER OF THIS TRACT;
THENCE NORTH 1°09' EAST, FOR A DISTANCE OF 626.1 FEET TO THE NW CORNER OF THIS TRACT;
THENCE S 89°03' EAST, FOR A DISTANCE OF 626.1 FEET TO THE NE CORNER OF THIS TRACT AND THE INTERSECTION WITH THE WEST LINE OF GUDGEL SUBDIVISION;
THENCE ALONG SAID WEST LINE OF GUDGEL SUBDIVISION SOUTH 01°09' WEST, FOR A DISTANCE OF 623.91 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF GRAND AND STATE OF COLORADO BY INSTRUMENT RECORDED SEPTEMBER 20, 1944 IN BOOK 92 AT PAGE 150.

GRAND COUNTY ASSESSOR DATA:

PARCEL NUMBER 1191–011–00–002
VACANT LAND
ZONED GRAND COUNTY RESIDENTIAL
INCLUDED IN THE THREE LAKES DESIGN AND REVIEW AREA AND THE GRAND COUNTY URBAN GROWTH AREA 2

OWNERS SIGNATURE:

GENETTE SIMPKINS REVOCABLE LIVING TRUST

ATTEST:
GENETTE SIMPKINS : BY THOMAS STANLEY POWER OF ATTORNEY Thomas A. Stanley
D.

NOTARY:
STATE OF CO
COUNTY OF Grand)SS

The foregoing instrument was acknowledged before me this 28 day of August A.D., 2023
by THOMAS STANLEY – POWER OF ATTORNEY.

Witness my hand and official seal.
My Commission Expires: 07/20/2026
(SEAL) Alayna Carrell
NOTARY PUBLIC

ALAYNA CARRELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144003572
MY COMMISSION EXPIRES JULY 20, 2026

SHEET 1 OF 1

STATE OF COLORADO)
County of GRAND) SS
Filed for record this 31st
day of Aug., 2023
at 11:09 o'clock P.M.
Recorded in Book — Page —
Johnel Cook Recorder
Bonnie Jacobs Deputy
Fee $0.00

2023005592

NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL

Peak to Peak Land
Surveying & Mapping, Inc.
P.O. Box 100
Kremmling, Colorado 80459
970-724-0724

LOVE TRACT ANNEXATION MAP
A METES AND BOUNDS TRACT OF LAND
DESCRIBED AT RECEPTION 2015-000641
A TRACT OF LAND IN THE NE1/4NE1/4 (LOT 1) OF SECTION 1,
T-3-N, R-76-W OF THE 6th P.M.,
COUNTY OF GRAND, STATE OF COLORADO
(VACANT LAND)

Draftsman: JL	Checked by: KL	Date: 7/26/2023	Job no.:22–0161STANLEY

TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 07-2023

AN ORDINANCE ANNEXING CERTAIN LANDS TO THE TOWN OF GRAND LAKE, COLORADO, AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT IN CONNECTION THEREWITH, ZONING SUCH LANDS RESIDENTIAL ESTATE (RE), AND DIRECTING THAT THE GRAND LAKE ZONING MAP BE AMENDED ACCORDINGLY

WHEREAS, Genette Simpkins Revocable Living Trust, owner (the "Applicant") filed with the Town Clerk a Petition for Annexation dated January 31, 2023 (the "Petition") seeking to annex to the Town of Grand Lake, Colorado certain lands consisting of approximately 8.98 acres and more fully described in Exhibit A, attached (the "Property"); and

WHEREAS, on April 24, 2023 the Board of Trustees of the Town of Grand Lake, Colorado adopted Resolution 13-2023 and set the matter for a public hearing to be held on June 26, 2023,to determine whether the proposed annexation complied with Section 31-12-104 and Section 31-12-105, C.R.S., or such parts thereof as may be required to establish eligibility under the terms of Section 31-12-101, C.R.S., et seq.; and

WHEREAS, on June 26, 2023, after a public hearing, the Board of Trustees of the Town of Grand Lake, Colorado adopted Resolution 21-2023 finding and concluding, *inter alia*, that the Property is eligible for annexation to the Town of Grand Lake, Colorado; and

WHEREAS, the Board of Trustees incorporates herein its findings and conclusions contained in Resolution 21-2023, as if fully set forth herein; and

WHEREAS, the Board concludes that it is in the best interest of the Town to annex the Property to the Town; and

WHEREAS, prior to the adoption of this Ordinance, the Board of Trustees has considered and adopted the 2023 3 Mile Plan for the Town of Grand Lake in Resolution 20-2023; and

WHEREAS, in connection with the annexation of the Property, the Applicant has requested that the Property be zoned Residential Estate (RE); and

WHEREAS, the proposed zoning of the Property was reviewed by the Town of Grand Lake Planning Commission on April 19, 2023 where the Planning Commission voted unanimously to recommend that the Board of Trustees zone the Property Residential Estate (RE); and

WHEREAS, as part of its public hearing to consider whether the Property should be annexed to the Town of Grand Lake, the Board of Trustees of the Town of Grand Lake also considered whether the Property should be zoned Residential Estate (RE); and

WHEREAS, zoning the Property Residential Estate (RE) is in substantial conformance with the Grand Lake Comprehensive Plan, also referred to as the Grand Lake Master Plan, as amended and Town's 2023 3 Mile Plan as amended, and is also consistent with and in harmony with the zoning and land uses of adjacent property and property in the immediate area.

WHEREAS, in connection with the Petition, the Applicant and Town staff have negotiated a proposed Annexation Agreement, attached hereto as Exhibit B; and

WHEREAS, the Board of Trustees has reviewed the proposed Annexation Agreement and concludes that it is consistent with the Board's understanding of the terms discussed in connection with this annexation and in the best interest of the Town.

NOW THEREFORE, THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE HEREBY ORDAINS AS FOLLOWS:

1. The property described in Exhibit A, attached hereto and incorporated herein by reference, shall be and hereby is annexed to, incorporated in and made a part of the Town of Grand Lake, Colorado, subject to the terms and conditions of the Annexation Agreement.

2. The annexation of such property to the Town of Grand Lake shall be complete and effective on the effective date of this ordinance, subject to the terms and conditions

of the Annexation Agreement, except for the purpose of General Property Taxes, and shall be effective as to General Property Taxes on and after the first day of January, 2024.

3. The Property shall be zoned Residential Estate (RE) and the zoning map for the Town of Grand Lake shall be amended to reflect such zoning.

4. The Annexation Agreement is approved and the Mayor is hereby authorized and directed to enter into and execute the Annexation Agreement on behalf of the Town of Grand Lake.

5. The Town Clerk is hereby directed to record this Ordinance and the Annexation Agreement with the Grand County Clerk and Recorder and to take all administrative actions necessary to effectuate and complete this annexation.

6. Repeal. Existing ordinances or parts of ordinances covering the same matters as embraced in this ordinance are hereby repealed and all ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed.

7. Validity. If any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Town of Grand Lake hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE AFTER PUBLIC HEARING AND SIGNED THIS 24 th DAY OF JULY, 2023.

(S E A L)

Votes Approving: 7
Votes Opposed: 0
Absent: 0
Abstained: 0

ATTEST:

Alayna Carrell
Town Clerk

BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO

By: _____
Steve Kudron
Mayor

EXHIBIT A

LEGAL DESCRIPTION

EHIBIT B

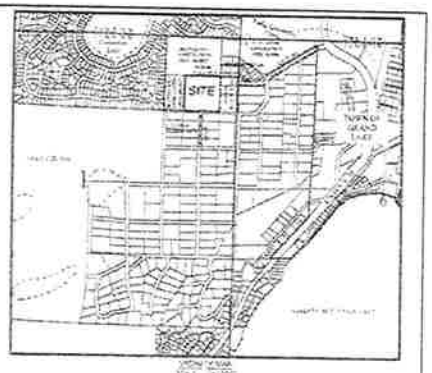
ANNEXATION AGREEMENT

Exhibit A

LOVE TRACT ANNEXATION MAP

A METES AND BOUNDS TRACT OF LAND DESCRIBED AT RECEPTION 2015-000641

A TRACT OF LAND IN THE NE1/4NE1/4 (LOT 1) OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6th PRINCIPAL MERIDIAN,
COUNTY OF GRAND, STATE OF COLORADO
(VACANT LAND)



FOR REVIEW

DRAFT ANNEXATION AGREEMENT

(Genette Simpkins RLT *for* Love Parcel)

THIS AGREEMENT is made and entered into this 19TH day of JULY, 2023, by and between Genette Simpkins RLT, a Colorado Revocable Living Trust, hereinafter referred to as "Owner," and the TOWN OF GRAND LAKE, a Colorado municipality, hereinafter referred to as "Grand Lake" or "Town."

WITNESSETH

WHEREAS, Owner desires to annex to Grand Lake an 8.98 acre property more particularly described on Exhibit A, which is attached hereto, incorporated herein, and made a part hereof (hereafter referred to as "the Property"); and

WHEREAS, Owner has executed a petition to annex the Property, dated January 31, 2023, a copy of which is on file with the Town Clerk; and

WHEREAS, Owner desires to annex the Property into the Town, to subdivide the Property into four (4) lots as shown on Exhibit B, and to zone each lot "Residential Estate" pursuant to the Town Code Section 12-2-9; and

WHEREAS, it is to the mutual benefit of the parties hereto to enter into the following Agreement regarding annexation of the Property to the Town and other matters as set forth herein; and

WHEREAS, Owner acknowledges that upon annexation, the Property will be subject to all ordinances, resolutions, and other regulations of the Town of Grand Lake, as they may be amended from time to time; and

WHEREAS, Owner acknowledges the need for conveyances and dedication of certain property, including but not limited to property for rights-of-ways and easements, to Grand Lake as contemplated in this Agreement or the Grand Lake Municipal Code, in connection with annexation, subdivision, or development of the Property.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Incorporation of Recitals. The parties confirm and incorporate the foregoing recitals into this Agreement.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the Town and to confirm previous discussions between the Parties related to the annexation and the Contract to Buy and Sell Real Estate dated September 28, 2020 previously entered into between the Town and Stanley & Simpkins Investments, LLC. relating to property commonly referred to as the Mathews property, which is adjacent to the Property. Except as expressly provided to the contrary, all terms and conditions are in addition to all requirements concerning annexation, subdivision, and development contained in the Grand Lake Municipal Code, Comprehensive Plan, and the Municipal Annexation Act of 1965, as amended, C.R.S. §31-12-101 et seq.

3. Further Acts. Owner agrees to execute promptly upon request of Grand Lake any and all maps, surveys and other documents necessary to accomplish the annexation of the Property and the other provisions of this Agreement. Owner agrees not to sign any other petition for annexation of the Property or any petition for annexation election relating to the Property, except upon request of Grand Lake.

4. Annexation Documents. Owner agrees to provide legal documents, surveys, engineering work, newspaper publications, notices, maps and reports determined by Grand Lake to be necessary to accomplish the

annexation, subdivision, and development of the Property.

5. Zoning and Land Use as Consideration for Annexation. The Parties recognize that it is the intent and desire of Owner to develop the Property in a manner generally consistent with the zoning and land uses presented in paragraph 10 below, and that the granting of such zoning by the Town of Grand Lake is a material consideration of the Owner's agreement to annex the Property to the Town. Owner shall take all actions necessary to permit zoning by Grand Lake of the annexed Property within the time prescribed by state statute and Town Code. In the event the Town does not zone the Property in accordance with the uses further described in paragraph 10, then the Town agrees not to oppose disconnection of the Property by the Owner, subject to the requirements of state law.

6. Water Rights Dedication. Owner shall dedicate water rights as required by Chapter 10 of the Grand Lake Municipal Code.

7. Municipal Services. Grand Lake agrees to make available to the Property all of the usual municipal services provided by the Town, in accordance with the ordinances and policies of the Town. Owner acknowledges that Town services do not include, as of the date of the execution of this Agreement, fire protection services or emergency medical services, waste water or sewer treatment services.

8. Public Improvements. Except as specifically provided herein, all required public improvements shall be designed and constructed to Town standards by Owner at Owner's expense. Owner further agrees to provide financial guarantees for construction and warranty of all required improvements for each phase of the development, and to dedicate to the Town any or all of the improvements as required by Town ordinances. The public improvements and financial guarantees shall be set forth in a Development Agreement between the Town and Owner or other documents deemed acceptable by the Town. Such Development Agreement must be entered into before the earlier of (1) commencement of installation of public utility improvements or (2) issuance of the first building permit for any portion of the Property.

9. Additional Obligations.

a. As a portion of the consideration for the Town's purchase of the 21-acre Matthew's property adjacent to the Property, the Town and the Owner agreed to the following, which agreement is hereby confirmed:

(1) The Town will duly consider annexing the Property and be responsible for any fees associated with said annexation and the subsequent subdivision of the Property into four or fewer lots;

(2) The Town will provide a water tap to Owner at no charge to Owner to be used on the North East lot of the Property;

(3) The Town will grant to Owner and record a non-exclusive easement for access and utilities from Foxy Lane and Moose Lane to the Property across property belonging to the Town commonly known as the Matthews property, the location of such to be determined by the Town on or before January 1, 2024; and

(4) The parties will construct a road to the Property within the existing County owned Right Of Way immediately south of the Property and continuing through the Property from the South boundary to the North boundary of the Property ("the Roadway ROW"), and coordinate installation of utilities in such roadway as follows:

(i) On or before June 1, 2024, the Town shall remove the trees from the center 40 feet of the 60 foot Roadway ROW, and improve such 40 foot area to "rough grade." Rough grade will include all cut and fills and grading of such 40 foot wide area to within 2 feet of final grade, in compliance with road construction engineering specifications to be obtained by

the Town.

(ii) On or before October 31, 2024, Owner shall complete installation of deep utilities in the Roadway ROW, including installation of water and sewer mains near the center of the Roadway ROW.

(iii) On or before June 1, 2025, the Town will finish the traveled portions of the Roadway ROW to within 6 inches of final grade.

(iv) On or before September 1, 2025, Owner will complete installation of all other utilities including gas, electric, phone and cable along one or both of the 10 foot utility easements along the sides of such Roadway ROW.

(v) Provided Owner completes installation of the public utility improvements, including initial acceptance of such public improvements by the Town, on or before September 1, 2025, the Town agrees to repair, replace, restore or construct the traveled portions of the Roadway ROW to a Class C roadway on or before October 31, 2025.

(vi) The deadline for either party to complete their respective tasks set forth in subsections (i) through (v) may be extended by written agreement of the parties in the event of adverse weather, supply problems or other unforeseen circumstances.

(vii) Prior to the earlier of (1) Owner's commencement of installation of public utility improvements or (2) issuance of the first building permit for any portion of the Property, Owner shall enter into a Development Agreement acceptable to the Town, as provided for in Section 8, above.

(viii) Any provision of a subsection of this Section 9 to the contrary notwithstanding, and regardless of whether Owner has completed installation of utilities in or near the Roadway ROW, after September 1, 2025, the Town shall have the right but not the obligation to construct such roadway within the Roadway ROW as the Town deems appropriate to provide access to the Town's adjacent property, known as the Mathews property

b. Owner will record a deed restriction on the Property and each of the four (4) lots to be created as a result of subdividing the Property, within thirty (30) days of the date of approval of the plat creating the four lots, prohibiting the Property or any of the four resulting lots from being further subdivided.

c. Owner shall be responsible for the acquisition, design, construction, implementation, and mitigation of all on site and off site impacts and improvements, with such obligations to be more specifically agreed upon by the parties as part of the Development Agreement provided for in Section 8 above.

10. Zoning and Land Use.

a. It is Owner's intent and desire to subdivide the Property into four (4) lots, each zoned Residential Estate – RE as set forth in Grand Lake Municipal Code Section 12-2-9.

b. Owner agrees that the design, improvement, construction, and development of the Property described herein shall be in conformance with the Town of Grand Lake requirements, as those requirements exist at the time of site plan or other land development applications.

c. Rezoning Process. Owner has submitted a request to rezone the Property Residential Estate – RE and such request has been processed concurrently with the petition for annexation. This provision does not waive the authority of the Owner or the Town of Grand Lake to initiate rezoning of the land in accordance with the ordinances of the Town of Grand Lake. Land use is subject to the police power and legislative authority of the Town of Grand Lake.

11. Deferred Submittals. The Parties recognize and agree there are several items the Grand Lake Town Code contemplates will be submitted as part of the subdivision process or as part of the final development application prior to approval of the final plat. However, the Parties further recognize that some of those items can safely and reasonably be postponed until a later point in the development process and that their submission at the time of the final plat is unnecessary, so long as they are provided before any physical development of the Property commences. Accordingly, the Parties agree that the submission of the following items are postponed until the filing of the first application for a building permit or other permit to be issued by the Town in connection with development of the Property:

a. The drawn and graphic information required in the Preliminary Development Application as provided for in Article 12-9 of the Town Code, but in its finalized, detailed form.

b. Final engineering plans for public roads.

c. Final engineering plans for utility systems.

d. Final engineering plans for storm drainage control systems.

e. Any other data, surveys, analyses, studies, plans, designs, or submissions that are otherwise required as part of the Final Development Application, as provided for in Article 12-9 of the Town Code.

12. Development and Construction in Conformance with all Applicable Laws, Rules, and Regulations. Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with all applicable laws and ordinances and that Owner shall comply with all Town ordinances, resolutions, laws, rules and regulations including without limitation, those pertaining to annexation, development, subdivision, zoning, storm drainage, utilities, streets and roadways, access to Town streets and roadways, and flood control, as those regulations may be amended from time to time.

13. No Repeal of Laws. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the Town's ordinances or resolutions, or as a waiver of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the Town and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the Town of any tax or fee.

14. Disconnection. No right or remedy of disconnection of the Property from the Town shall accrue from this Agreement, except as expressly provided herein. In the event the Property or any portion thereof is disconnected, Grand Lake shall have no obligation to provide any services of any kind to the disconnected Property or portion thereof and this Agreement shall be void and of no further force and effect as to such Property or portion thereof.

15. Severability. The parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid.

16. Future Cooperation. The parties agree they will cooperate with one another in accomplishing the terms, conditions, and provisions of the Agreement, and will execute such additional documents as necessary to effectuate its purpose and the intent of the parties.

17. No Joint Venture or Partnership/No Assumption of Liability. Nothing contained in this Agreement is intended to create a partnership or joint venture between the Town and Owner, and any implication to the contrary is hereby expressly disavowed. It is understood and agreed that this Agreement does not provide for the joint exercise by the parties of any activity, function, or service, nor does it create a joint enterprise, nor does it constitute any party hereto as any agent of another party hereto for any purpose whatsoever. Except as specifically otherwise provided in this agreement, no party shall in any way assume any of the liability of any other party for any act or obligations of the other party.

18. Amendment. This Agreement may be amended only by mutual agreement of the Town and Owner. Such amendments shall be in writing, shall be recorded with the County Clerk and Recorder of Grand County, Colorado, shall be covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment.

19. Entire Agreement. This Agreement embodies the entire agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written between the parties.

20. Owner. As used in the Agreement, the term "Owner" shall include any of the trustees, beneficiaries, heirs, transferees, successors, or assigns of Owner, and all such parties shall have the right to enforce this Agreement and shall be subject to the terms of this Agreement, as if they were the original parties thereto. In the event of a transfer of all or any portion of the Property, provided the Town approves such transfer, such approval not to be unreasonably withheld, the transferring Owner shall be relieved of any and all obligations under this Agreement that arise after the date of such transfer with respect to the transferred portions of the Property.

21. Amendments to Law. As used in this Agreement, unless otherwise specifically provided herein, any reference to any provision of any Town ordinance, resolution, regulation, or policy is intended to refer to also include subsequent amendments or revisions to such ordinance, resolution, regulation, or policy, and the parties agree such amendments or revisions shall be binding upon Owner.

22. Failure to Annex. This Agreement shall be null and void if the Town fails to approve the annexation of the Property.

23. Breach of Agreement.

    a. Breach by Owner; Town's Remedies. In the event of a default or breach by the Owner of any term, condition, covenant, or obligation under this Agreement, the Town may take action, as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders; and to protect the citizens of the Town from hardship. The Town's remedies include:

    (1) The refusal to issue to the Owner any development permit, building permit, certificate of occupancy, or other approval. This remedy shall not affect sales to bona fide purchasers nor be applied to bona fide purchasers (i.e. purchasers of individual lots by persons unrelated to Owner);
    (2) A demand that the security given for the completion of the public improvements be paid or honored;
    (3) The refusal to consider further development plans within the Property; and /or
    (4) Any other remedy available at law.

    Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide the Owner ten (10) days written notice of its intent to take any action under this Paragraph during which ten-day period the Owner may cure the breach described in said notice and prevent further action by the Town.

b. Breach by Town. Parties agree that in the event of a breach by the Town, Owner will have the right to seek all remedies provided by law, except and excluding any claim against the Town for damages or other monetary relief of any kind.

24. General Provisions. Town shall, at no cost to the Town, cooperate with Owner with any filings, applications, approvals, or other administrative procedures with governmental entities other than the Town, which are necessary to allow Owner to fulfill its obligations under this Agreement and to develop the Property in a timely manner. Nothing contained in the Agreement shall constitute or be interpreted as a repeal of existing codes, ordinances or as a waiver of the Town's legislative, governmental or police powers to promote and protect the health, safety, and general welfare of the Town or its inhabitants; nor shall this agreement prohibit the enactment by the Town of any fee, resolution or ordinance which is of uniform or general application throughout the Town or a specific system or section within the Town.

25. Notice. All notices required under this Agreement shall be in writing and shall be hand delivered, or sent via registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices by hand delivery shall be effective upon receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either Party, by notice so given, may change the address to which future notices shall be sent.

Notice to Town:
Town of Grand Lake
Attn: Town Manager
1026 Park Avenue
PO Box 99
Grand Lake, CO 80447

With copy to:
Town Attorney
Town of Grand Lake
8400 E. Prentice Avenue, Penthouse
Greenwood Village, CO 80111

Notice to Owner:
Genette Simpkin's RLT
Attn: Genette Simpkins
45-238 Kokokahi Place
Kaneohe, HI 96744

26. Election. Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that to the extent an election would be required pursuant to C.R.S. §31-12-112, as amended, to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns 100 percent of the Property, excluding public streets and alleys, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.

27. Legislative Discretion. The Owner acknowledges that the annexation and zoning of the Property are subject to the legislative discretion of the Board of Trustees of the Town of Grand Lake. No assurances of annexation, zoning, or other land use have been made or relied upon by the Owner, except as expressly set forth in this Agreement. In the event that, in the exercise of its legislative discretion, any action with respect to the annexation, zoning or land use approval for the Property, as contemplated herein is not taken, then the Owner

may seek disconnection from the Town in accordance with state law, as may be appropriate and Town agrees not to oppose such disconnection.

28. No Third-Party Rights. This Agreement is made solely for the benefit of the parties hereto and is not intended to nor shall it be deemed to confer rights to any persons or entities not named as parties hereto.

29. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Grand County, Colorado.

30. Headings. The paragraph headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

31. Governmental Immunity and Indemnification. In the event that any person, corporation, special district, municipal or county government, or any other entity asserts any claim or appeal against the Town, its officials, or employees pursuant to the provisions of the Colorado Municipal Annexation Act, C.R.S., Section 31-12-101, et seq., the Owner agrees to reimburse the Town for all reasonable costs and attorney's fees incurred by the Town in defense of such claims whether or not such defense is successful. The Town shall, at all times, have control over the defense of the Town in such matters and nothing herein shall be construed to require the Town to assert any position which is inappropriate, in the sole judgment of the Town. The Town and Owner shall confer with each other concerning the defense and/or settlement of any such action. By entering into this Agreement, the Town does not waive or intend to waive the protections otherwise afforded to it pursuant to the provisions of the Colorado Governmental Immunity Act, Sections 24-10-101, et seq., C.R.S.

ATTEST:

TOWN OF GRAND LAKE, COLORADO
A Municipal Corporation

By: _____
Town Clerk

By: _____
Mayor

OWNER

By: [signature] TRUSTEE 7/19/2023
Signature Title Date

STATE OF ~~COLORADO~~ Hawaii)
) ss.
City & COUNTY Honolulu)

SUBSCRIBED AND SWORN to before me this 19th day of July, 2023, by Robin S. Nakagawa.

WITNESS my hand and official seal.

Notary Public in and for the State of Colorado: Hawaii

My commission expires: 2/1/2025

ROBIN S. NAKAGAWA NOTARY PUBLIC No. 2001-18 STATE OF HAWAII

NOTARY PUBLIC CERTIFICATION

Robin S. Nakagawa First Judicial Circuit

Doc. Description: DRAFT ANNEXATION AGREEMENT (general Sumpkins Pit for Lot Parcel

No. of Pages: 11 Date of Doc. 1/19/23

1/19/23

Notary Signature Date

Commission Expires 1/24/2025

ROBIN S. NAKAGAWA NOTARY PUBLIC No. 2001-18 STATE OF HAWAII

ANNEXATION AGREEMENT
EXHIBITS

A. Legal Description
B. Graphic of proposed easements, roads, rights of way, and utilities. (Draft Final Plat)

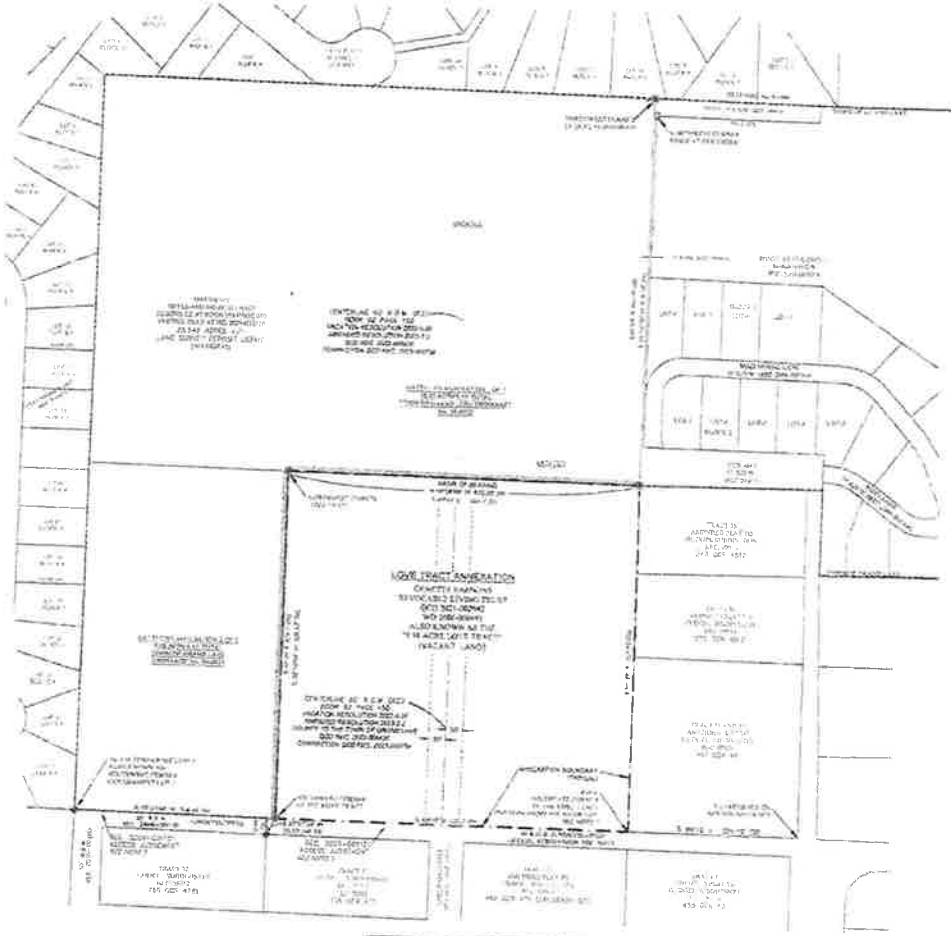
EXHIBIT A: Legal Description

Exhibit A

LOVE TRACT ANNEXATION MAP

A METES AND BOUNDS TRACT OF LAND DESCRIBED AT RECEPTION 2015-000641

A TRACT OF LAND IN THE NE¼NW¼ (LOT 11) OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6th PRINCIPAL MERIDIAN
COUNTY OF GRAND, STATE OF COLORADO
(VACANT LAND)



FOR REVIEW

EXHIBIT B: Graphic of proposed easements, roads, rights of way, and utilities. (Draft Final Plat)

Exhibit B

LUCY LOVE MINOR SUBDIVISION

A METES AND BOUNDS TRACT OF LAND DESCRIBED AT RECEPTION 2015-000641

A TRACT OF LAND IN THE NE1/4NE1/4 (LOT 1) OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6th PRINCIPAL MERIDIAN,
TOWN OF GRAND LAKE, COUNTY OF GRAND, STATE OF COLORADO
CONVEYED BY QUIT CLAIM DEED RECEPTION 2021-002942

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT GENETTE SIMPKINS REVOCABLE LIVING TRUST IS THE OWNER OF A TRACT OF LAND IN THE NE1/4NE1/4 (LOT 1) OF SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF THIS TRACT WHENCE THE W1/16 CORNER BETWEEN SAID SECTION 1, TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M., AND SECTION 6 TOWNSHIP 3 NORTH, RANGE 76 WEST OF THE 6TH P.M., BEARS SOUTH 89°15' EAST, FOR A DISTANCE OF 1251 FEET;

THENCE RUNNING ALONG THE W1/16TH LINE OF SECTION 1, NORTH 89°15' WEST FOR A DISTANCE OF 828.7 FEET TO THE SW CORNER OF THIS TRACT;

THENCE NORTH 1°09' EAST, FOR A DISTANCE OF 526.1 FEET TO THE NW CORNER OF THIS TRACT;

THENCE S 89°37' EAST, FOR A DISTANCE OF 828.1 FEET TO THE NE CORNER OF THIS TRACT AND THE INTERSECTION WITH THE WEST LINE OF CLOSED SUBDIVISION;

THENCE ALONG SAID WEST LINE OF CLOSED SUBDIVISION SOUTH 01°09' WEST, FOR A DISTANCE OF 523.91 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO THE TOWN OF GRAND LAKE IN CORRECTION QUIT CLAIM DEED RECEPTION 2023-000734

[illegible] does hereby dedicate those portions of said real property which are indicated as [illegible]

IN WITNESS WHEREOF GENETTE SIMPKINS REVOCABLE LIVING TRUST has caused its name to be hereunto subscribed this

____ day of_____ A.D., 20___.

ATTEST:
GENETTE SIMPKINS: _____

NOTARY:
STATE OF _____
)ss
COUNTY OF ____

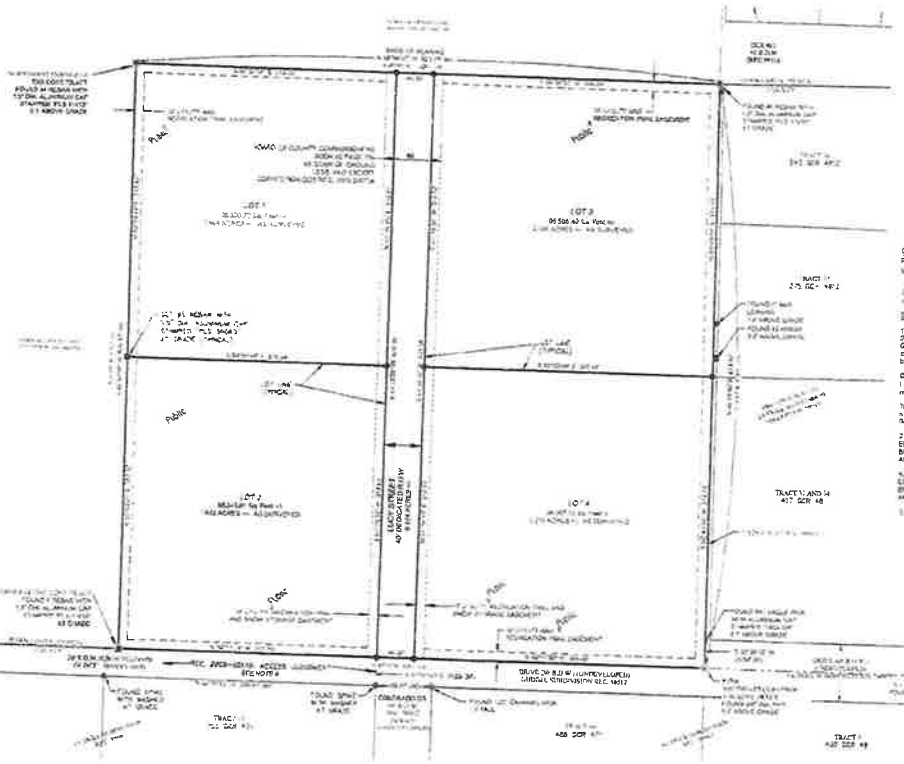
The foregoing instrument was acknowledged before me this ___ day of _____ A.D., 20___

by GENETTE SIMPKINS

[illegible]

My Commission Expires _____

(SEAL) _____
NOTARY PUBLIC


LOT 1
LOT 2
LOT 3
LOT 4
TRACT 1
TRACT 2
TRACT 3
TRACT 4
TRACT A
TRACT B
TRACT C
TRACT D
TRACT E
TRACT F
TRACT G
TRACT H
TRACT I
TRACT J
TRACT K
TRACT L
TRACT M
LUCY AVENUE
DRIVE 30' R.O.W. (HUNTSVILLE/LUCY) CLOSED SUBDIVISION REC. 98612
NE SEC. 1-3-76 1/4 COR. FOUND #5 REBAR WITH 3.25" DIA. ALUMINUM CAP STAMPED "PLS 38083" 0.2' ABOVE GRADE AND WITNESS CORNER, 0.5' FROM ANGLE POINT IN FENCE, 0.5' ABOVE GRADE, VERT TO 2 DIAMETER DEVIATION
ACCESS EASEMENT REC. 2009-001218
SURVEY NOTE 6
FOUND #5 REBAR WITH 1.5" DIA. ALUMINUM CAP STAMPED "PLS 38083" AT GRADE
FOUND #5 REBAR WITH 1.5" DIA. ALUMINUM CAP STAMPED "PLS 38083" AT GRADE
FOUND #5 REBAR AS WITNESS
FOUND #5 REBAR AT GRADE
FOUND 1/2" REBAR AT GRADE
FOUND 1/2" REBAR AT GRADE
FOUND 1/2"

BID SCHEDULE - Utility and Site Work for Lucy Love Minor Subdivision - 4/18/2024

ITEM NO.	UNITS	UNIT PRICE	QUANTITY	DESCRIPTION	TOTAL PRICE	Town
1.00	LS	$44,200.00	1	Mobilization (50:50 Town : Tom)	$44,200.00	$22,100.00
0.01	HR	$590.00	8	Potholing Existing Utilities	$4,720.00	
2.01	AC	$8,265.00	1.79	Clearing and Grubbing	$14,817.79	$14,817.79
2.03	CY	$33.25	4,651.50	Excavation for Lucy Lane (Cut)	$154,662.24	$154,662.24
2.03	CY	$23.50	919.24	Excavation for Lucy Lane (Fill)	$21,602.04	$21,602.04
2.03	CY		849.01	Trench Excavation for Placement of Proposed Sanitary Sewer	N/A	N/A
2.03	CY		660.23	Trench Excavation for Placement of Proposed Water Main	N/A	N/A
2.03	CY	$27.90	231.07	Trench Excavation for Gas, Electrical and Communication Lines	$6,446.85	
2.03	CY	$69.00	875.50	Rock Excavation (20% Town/80% Tom for estimation purposes) to be tracked on an as-built basis	$60,409.44	$12,081.89
2,06	CY	$23.50	885.09	Placement and Compaction of 10" of On-Site Material	$20,799.68	$20,799.68
2.06	CY	$14.10	1,062.11	Scarify and Compact 12" of Native Soil	$14,975.79	$14,975.79
2.08	LS	$650.00	1	Erosion Control - Installation of Concrete Washout	$650.00	$650.00
2.08	LS	$2,670.00	1	Erosion Control	$2,670.00	$2,670.00
5.01	EA	$8,690.00	1	48" Concrete Manhole (h=16.54')	$8,690.00	
5.01	EA	$7,980.00	1	48" Concrete Manhole (h=8.73')	$7,980.00	
6.02	TONS	$124.59	78.26	12" D50 Rip Rap - 24" Thick, Underlined w/Geotextile Fabric	$9,749.93	$9,749.93
8.01	AC	$2,753.00	0.89	Seeding and Sodding	$2,445.35	$2,445.35
10.01	LF	$132.42	36.97	Proposed 18"ø SDR35 Culvert	$4,895.57	$4,895.57
10.01	LF	$136.62	619.84	Proposed 8"ø SDR35 Sanitary Sewer Main	$84,682.54	
10.01	LF	$99.63	82.50	Proposed 4"ø SDR35 Sanitary Sewer Service Line	$8,219.48	
11.01	LF	$159.96	743.84	6" ø DI CL 52 Water Main	$118,984.65	
11.01	LF	$36.16	19.00	6"ø DI CL 52 Water Main (Hydrant Run)	$687.04	
11.01	LF	$25.10	91.31	Water Service (3/4" Type K Copper or HDPE)	$2,291.88	
11.01	LS	$7,270.00	1.00	Testing and disinfection of water main	$7,270.00	
11.02	EA	$4,090.00	1	6" MJ Gate Valve & Box (w/Megalug Assembly)	$4,090.00	
11.02	EA	$2,360.00	3	6"x6"X6" MJ Tee (w/Megalug Assembly)	$7,080.00	
11.02	EA	$2,410.00	2	6" MJ 90° Bend (w/Megalug Assembly)	$4,820.00	
11.02	EA	$2,395.00	3	6" MJ 45° Bend (w/Megalug Assembly)	$7,185.00	
11.02	EA	$2,390.00	2	6" MJ 22.5° Bend (w/Megalug Assembly)	$4,780.00	
11.02	EA	$2,385.00	1	6" MJ 11.25° Bend (w/Megalug Assembly)	$2,385.00	
11.02	EA	$2,360.00	2	6" MJ Caps (w/Magalug Assembly & Reverse Anchor)	$4,720.00	
11.02	EA	$2,395.00	1	6" MJ Solid Sleeve (w/Megalug Assembly)	$2,395.00	
11.02	EA	$12,958.00	1	Fire Hydrant Assembly (Incl. Hyd. Valve, 8-Foot Bury Depth)	$12,958.00	
11.02	EA		34	6" Megalug Assembly	N/A	N/A
-	LF		366.43	Communication Conduit		
-	LF		100.00	Communication Service		
-	LF		313.42	Electrical Conduit		
-	LF		40.00	Electrical Conduit Service		
-	LF		363.83	1-1/4"ø PE Gas Main		
-	LF		100.40	3/4"ø PE Gas Service Line		
-	EA	$4,125.00	1	Connection to Existing Water Main	$4,125.00	
-	EA	$3,190.00	1	Connection to Existing Sanitary Sewer Manhole	$3,190.00	
-	EA		1	Connection to Existing Gas Main		
-	EA		1	Connection to Existing Electrical Main		
-	EA		1	Connection to Existing Communication System		
11.07	LF		2,000	Tracer Wire	N/A	N/A
15.06	LS	$37,290.00	1	Construction Surveying (50% Town: 50% Tom)	$37,290.00	$18,645.00
TOTAL BID					$696,868.26	$300,095.28

ALTERNATE A FOR 4" HOT BITUMIOUS PAVEMENT & 6.5" AGGREGATE BASE COURSE

ITEM NO.	UNITS	UNIT PRICE	QUANTITY	DESCRIPTION	TOTAL PRICE
3.04	TONS		620.61	Aggregate Base Course (Class VI or Equal)	$38,943.28
4.03	TONS		455.11	Hot Bituminous Pavement	$95,500.00
TOTAL ALTERNATE A BID					$831,311.54

ALTERNATE B FOR 6"HOT BITUMIOUS PAVEMENT (FULL DEPTH ASPHALT)

ITEM NO.	UNITS	UNIT PRICE	QUANTITY	DESCRIPTION	TOTAL PRICE
4.03	TONS		689.57	Hot Bituminous Pavement	$142,500.00
TOTAL ALTERNATE B BID					$839,368.26

BID SCHEDULE - Utility and Site Work for Lucy Love Minor Subdivision - 4/18/2024

Trust

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2.03	CY	$23.50	919.24	Excavation for Lucy Lane (Fill)	$21,602.04	
2.03	CY		849.01	Trench Excavation for Placement of Proposed Sanitary Sewer	N/A	N/A
2.03	CY		660.23	Trench Excavation for Placement of Proposed Water Main	N/A	N/A
2.03	CY	$27.90	231.07	Trench Excavation for Gas, Electrical and Communication Lines	$6,446.85	$6,446.85
2.03	CY	$69.00	875.50	Rock Excavation (20% Town/80% Tom for estimation purposes) to be tracked on an as-built basis	$60,409.44	$48,327.55
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2.06	CY	$14.10	1,062.11	Scarify and Compact 12" of Native Soil	$14,975.79	
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2.08	LS	$2,670.00	1	Erosion Control	$2,670.00	
5.01	EA	$8,690.00	1	48" Concrete Manhole (h=16.54')	$8,690.00	$8,690.00
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10.01	LF	$99.63	82.50	Proposed 4"ø SDR35 Sanitary Sewer Service Line	$8,219.48	$8,219.48
11.01	LF	$159.96	743.84	6" ø DI CL 52 Water Main	$118,984.65	$118,984.65
11.01	LF	$36.16	19.00	6"ø DI CL 52 Water Main (Hydrant Run)	$687.04	$687.04
11.01	LF	$25.10	91.31	Water Service (3/4" Type K Copper or HDPE)	$2,291.88	$2,291.88
11.01	LS	$7,270.00	1.00	Testing and disinfection of water main	$7,270.00	$7,270.00
11.02	EA	$4,090.00	1	6" MJ Gate Valve & Box (w/Megalug Assembly)	$4,090.00	$4,090.00
11.02	EA	$2,360.00	3	6"x6"X6" MJ Tee (w/Megalug Assembly)	$7,080.00	$7,080.00
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11.02	EA	$2,385.00	1	6" MJ 11.25° Bend (w/Megalug Assembly)	$2,385.00	$2,385.00
11.02	EA	$2,360.00	2	6" MJ Caps (w/Magalug Assembly & Reverse Anchor)	$4,720.00	$4,720.00
11.02	EA	$2,395.00	1	6" MJ Solid Sleeve (w/Megalug Assembly)	$2,395.00	$2,395.00
11.02	EA	$12,958.00	1	Fire Hydrant Assembly (Incl. Hyd. Valve, 8-Foot Bury Depth)	$12,958.00	$12,958.00
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-	LF		366.43	Communication Conduit		
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-	LF		313.42	Electrical Conduit		
-	LF		40.00	Electrical Conduit Service		
-	LF		363.83	1-1/4"ø PE Gas Main		
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-	EA	$4,125.00	1	Connection to Existing Water Main	$4,125.00	$4,125.00
-	EA	$3,190.00	1	Connection to Existing Sanitary Sewer Manhole	$3,190.00	$3,190.00
-	EA		1	Connection to Existing Gas Main		
-	EA		1	Connection to Existing Electrical Main		
-	EA		1	Connection to Existing Communication System		
11.07	LF		2,000	Tracer Wire	N/A	N/A
15.06	LS	$37,290.00	1	Construction Surveying (50% Town: 50% Tom)	$37,290.00	$18,645.00
TOTAL BID					$696,868.26	$396,772.99

ALTERNATE A FOR 4" HOT BITUMIOUS PAVEMENT & 6.5" AGGREGATE BASE COURSE

ITEM NO.	UNITS	UNIT PRICE	QUANTITY	DESCRIPTION	TOTAL PRICE
3.04	TONS		620.61	Aggregate Base Course (Class VI or Equal)	$38,943.28
4.03	TONS		455.11	Hot Bituminous Pavement	$95,500.00
TOTAL ALTERNATE A BID					$831,311.54

ALTERNATE B FOR 6"HOT BITUMIOUS PAVEMENT (FULL DEPTH ASPHALT)

ITEM NO.	UNITS	UNIT PRICE	QUANTITY	DESCRIPTION	TOTAL PRICE
4.03	TONS		689.57	Hot Bituminous Pavement	$142,500.00
TOTAL ALTERNATE B BID					$839,368.26

SHEET INDEX

Sheet P-1: 40 Scale Site Grading Plan View
Sheet P-2: 10 Scale Horizontal Curve Geometery
Sheet PP-1: Plan & Profile View of Proposed Lucy Lane
Sheet CS-1: Cross Sections - Lucy Lane
Sheet U-1: Proposed Utility Installations
Sheet D-1: Details
Sheet D-2: Details
Sheet D-3: Details
Sheet D-4: Details
Sheet N-1: Plan Notes

COLORADO REGISTERED KENNETH ALAN JESIK 33405 PROFESSIONAL ENGINEER

5/29/2024

1,200 900 600 0 600 1,200
1"=600'

NO.	REVISION	APPV'D DATE
1	Sheet D-3	2 15 24
2	Sheet D-4	3 18 24
3	Utilities	5/28/24
4	Sheet N-1	5/29/24

Lucy Lane

Plan View
Vicinity Map

DESIGNED BY	KAY
DRAWN BY	KAY/GH
CHECKED BY	JAJ
PROJECT NUMBER	23-9538

Jesik
800 W. 8th Street
Pueblo, Colorado 81003
(719) 582-5588
WWW.JESIK.US

DATE 5/28/24

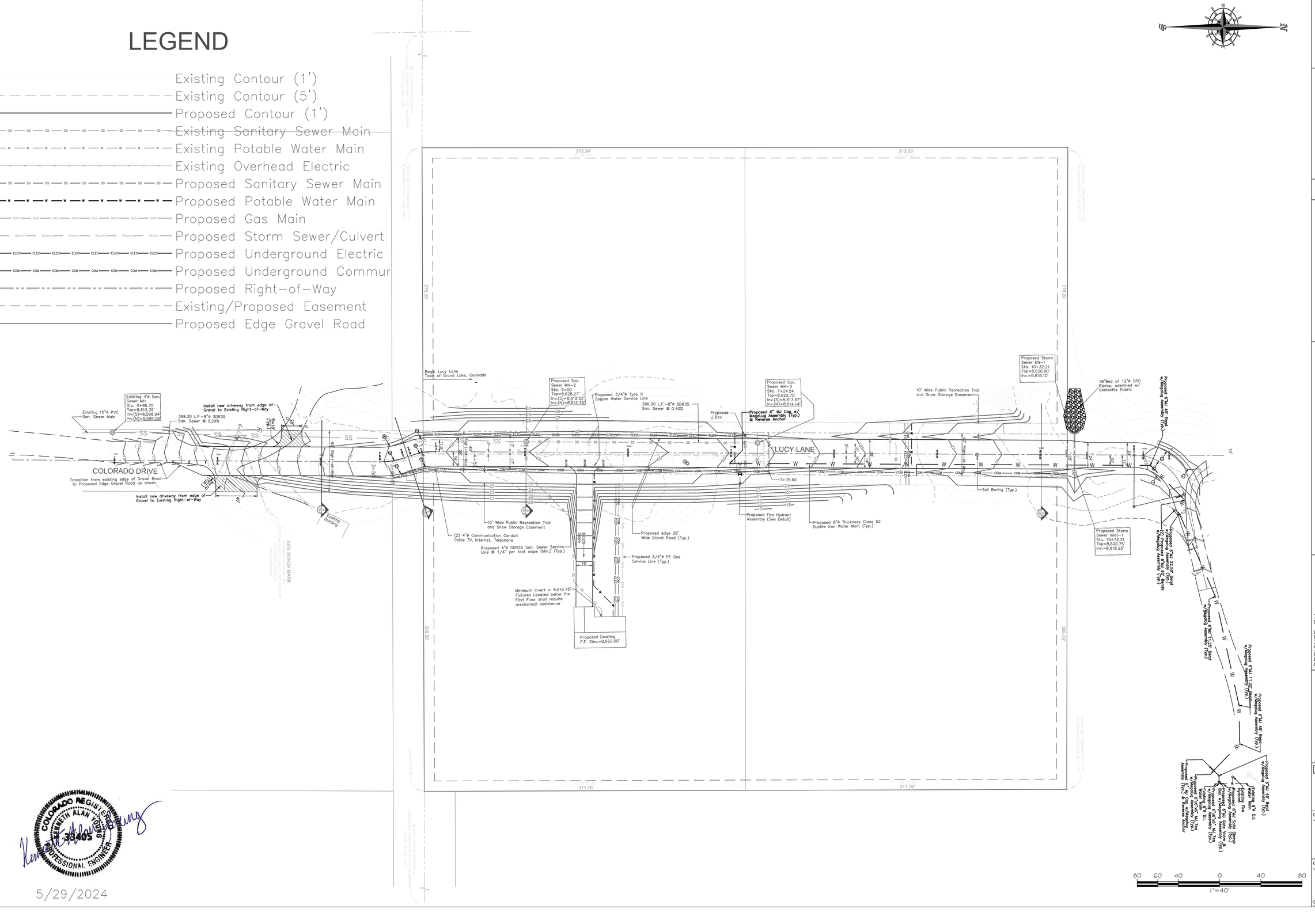
SCALE
HORZ :1"=500'
VERT : -

SHEET Cover

SHEET OF

LEGEND

- Existing Contour (1')
- Existing Contour (5')
- Proposed Contour (1')
- Existing Sanitary Sewer Main
- Existing Potable Water Main
- Existing Overhead Electric
- Proposed Sanitary Sewer Main
- Proposed Potable Water Main
- Proposed Gas Main
- Proposed Storm Sewer/Culvert
- Proposed Underground Electric
- Proposed Underground Commur
- Proposed Right-of-Way
- Existing/Proposed Easement
- Proposed Edge Gravel Road



COLORADO REGISTERED
KENNETH ALAN YOUNG
33405
PROFESSIONAL ENGINEER

5/29/2024

NO.	REVISION	APPV'D DATE
1	Lucy Lane	11/10/23
2	Lucy Lane	12/20/23
3	Lucy Lane	1/03/24
4	Lucy Lane Utilities	1/31/24
5	Utilities	5/28/24
6	Utilities	5/29/24

Lucy Lane

Plan View
Site Grading
and Utilities

DESIGNED BY	KAY
DRAWN BY	KAY/GH
CHECKED BY	JAJ
PROJECT NUMBER	23-9538

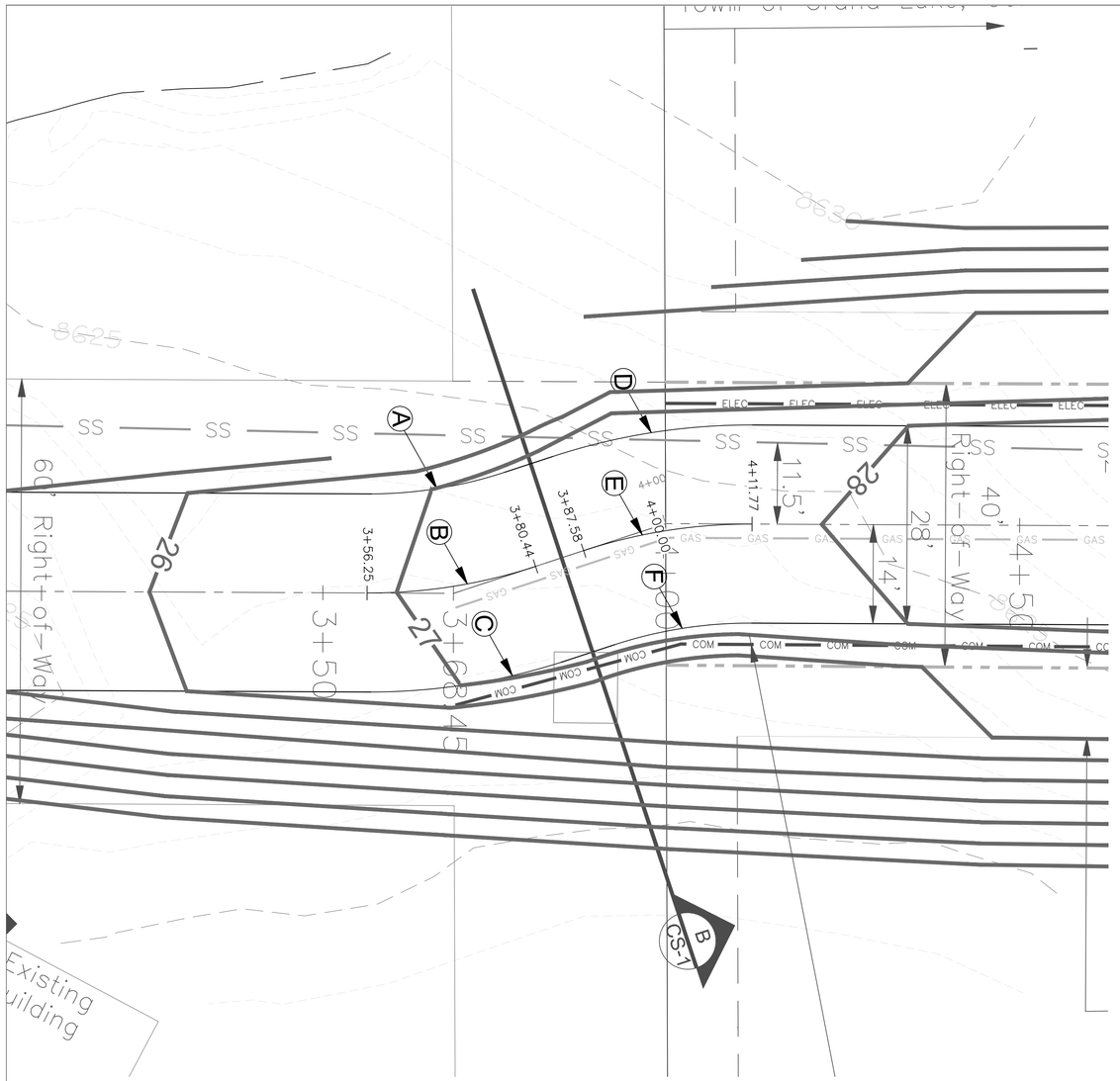
Jesik
800 W. 8th Street
Pueblo, Colorado 81003
(719) 582-5588
WWW.JESIK.US

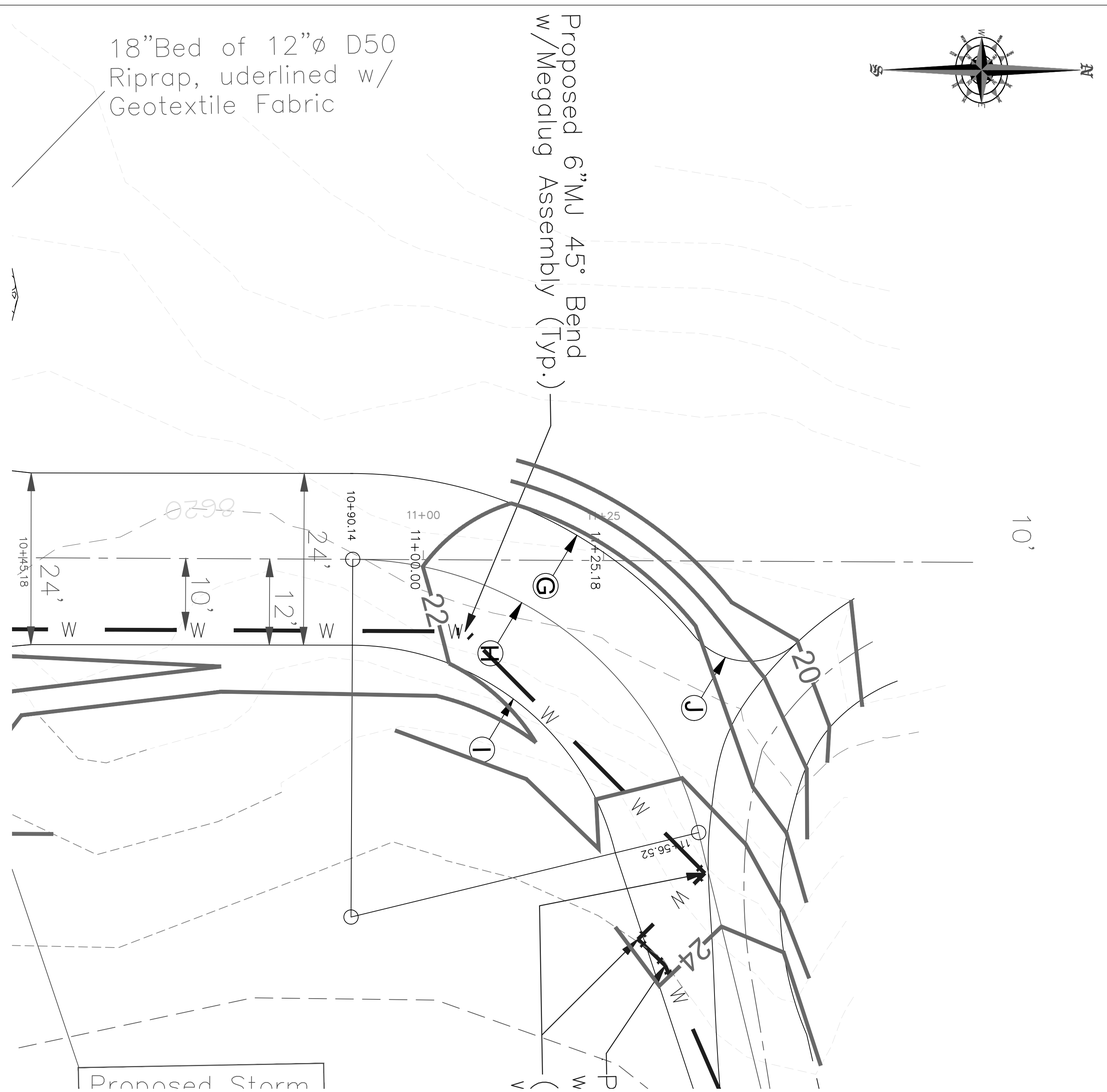
DATE
5/29/24

SCALE
HORZ :1"=40'
VERT : -

SHEET
P-1

SHEET OF





Lucy Lane Horizontal Curve Geometry

Curve	Sta PC	Sta PT	D	R	L	Δ	Δ/2	T	LC	LC Bearing
Horiz. Curve Designation	Pt. of Curvature	Pt. of Tangency	Degree of Curvature (Degrees/100 ft.)	Radius in feet	Length of Curve (ft.)	Central Angle (Decimal Degrees)	1/2 Central Angle (Decimal Degrees)	Tangent Length (ft.)	Long Chord (ft.)	Long Chord Bearing
A	356.25	380.44	93.93	61.00	19.68	18.48	9.24	9.93	19.59	N 7°57'55" E
B	356.25	380.44	76.39	75.00	24.19	18.48	9.24	12.20	24.09	N 7°57'55" E
C	356.25	380.44	64.38	89.00	28.71	18.48	9.24	14.48	28.59	N 7°57'55" E
D	387.58	411.77	93.93	61.00	19.68	18.48	9.24	9.93	19.59	N 7°57'55" E
E	387.58	411.77	76.39	75.00	24.19	18.48	9.24	12.20	24.09	N 7°57'55" E
F	387.58	411.77	64.38	89.00	28.71	18.48	9.24	14.48	28.59	N 7°57'55" E
G	1090.14	1134.01	92.41	62.00	54.79	50.63	25.32	29.33	53.02	N 39°18'36" E
H	1090.14	1156.52	114.59	50.00	66.38	76.07	38.03	39.11	61.61	N 39°18'36" E
I	1090.14	1156.52	150.78	38.00	50.45	76.07	38.03	29.72	46.83	N 39°18'36" E
J			572.96	10.00	16.36	93.77	46.88	10.68	14.60	N 4°40'13" E

COLORADO REG(IS)TERED KENNETH ALAN YOUNG 38405 PROFESSIONAL ENGINEER

5/29/2024

20 15 10 0 10 20
1"=10'

NO.	REVISION	APPV'D	DATE
1	Lucy Lane		11/10/23
2	Lucy Lane		12/20/23
3	Lucy Lane		1/03/24
4	Lucy Lane Utilities		1/31/24
5	Utilities		5/28/24
6	Utilities		5/29/24

Lucy Lane
Plan View
Horizontal Curve Geometry

DESIGNED BY KAY
DRAWN BY KAY/GH
CHECKED BY JAJ
PROJECT NUMBER 23-9538

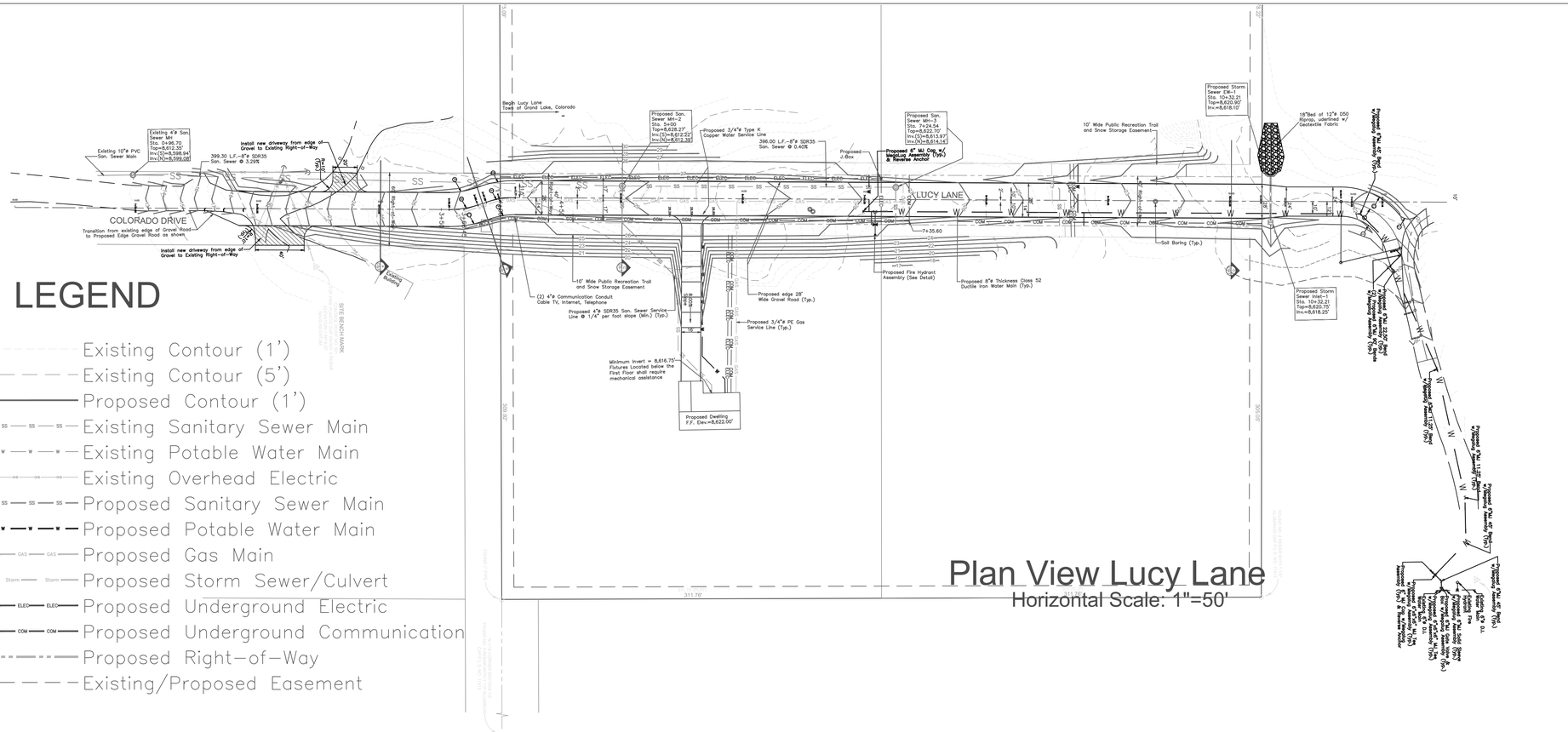
Jesik
800 W. 8th Street
Pueblo, Colorado 81003
(719) 582-5588
WWW.JESIK.US

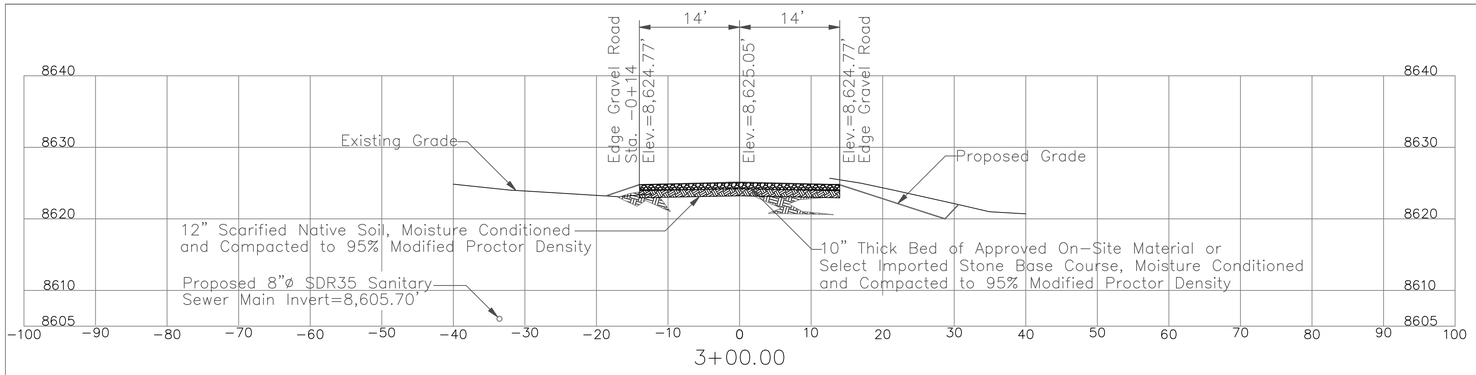
DATE 5/29/24

SCALE
HORZ :1"=10'
VERT : -

SHEET P-2

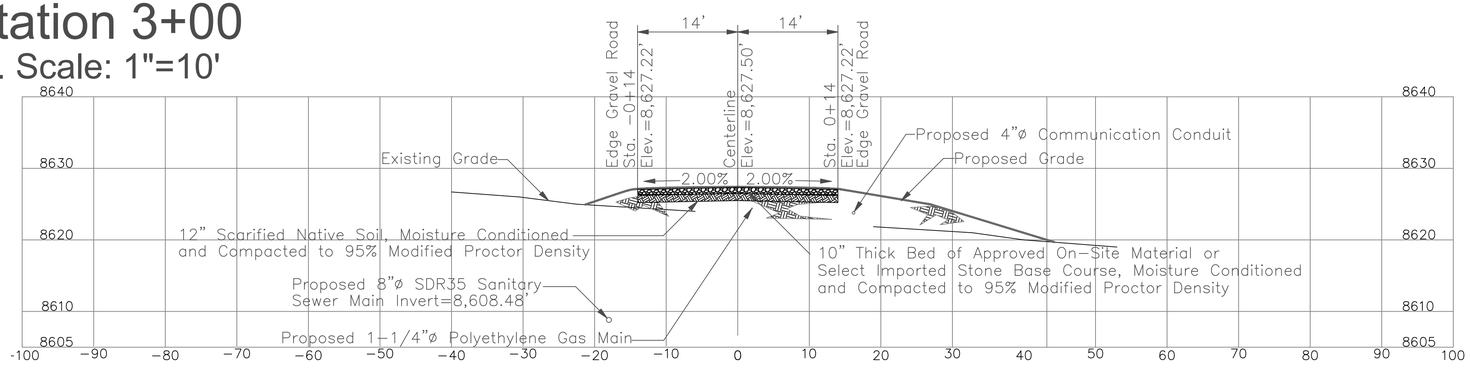
SHEET OF


Existing 4"ø San. Sewer MH
Sta. 0+95.70
Top=8,612.35'
Inv.(S)=8,598.94'
Inv.(N)=8,598.08'
Existing 10"ø PVC San. Sewer Main
Install new driveway from edge of Gravel to Existing Right-of-Way
399.30 L.F. -8"ø SDR35 San. Sewer @ 3.29%
COLORADO DRIVE
Transition from existing edge of Gravel Road to Proposed Edge Gravel Road as shown
Install new driveway from edge of Gravel to Existing Right-of-Way
Existing Building
Begin Lucy Lane
Town of Grand Lake, Colorado
Proposed San. Sewer MH-2
Sta. 5+00.00
Top=8,628.26'
Inv.(S)=8,612.22'
Inv.(N)=8,612.38'
Proposed 3/4"ø Type K Copper Water Service Line
396.00 L.F. -8"ø SDR35 San. Sewer @ 0.40%
Proposed J-Box
Proposed San. Sewer MH-3
Sta. 7+24.54
Top=8,622.76'
Inv.(S)=8,613.97'
Inv.(N)=8,614.14'
Proposed 8" MJ Cap. w/ Mega-Lug Assembly (Typ.) & Reverse Anchor
LUCY LANE
10' Wide Public Recreation Trail and Snow Storage Easement
Proposed Storm Sewer MH-1
Sta. 10+32.21
Top=8,620.90'
Inv.=8,618.10'
18"Bed of 12"ø D50 Riprap, underlined w/ Geotextile Fabric
Proposed 4"ø PVC 45° Bend
Proposed 4"ø PVC Pipe
Proposed 4"ø PVC 22.5° Bend
Proposed 4"ø PVC 11.25° Bend
Proposed 4"ø PVC Pipe
Proposed 4"ø PVC 45° Bend (Typ.)
Proposed 4"ø PVC Pipe
Proposed 4"ø PVC 45° Bend
Proposed 4"ø PVC Pipe
Proposed 4"ø PVC 45° Bend (Typ.)



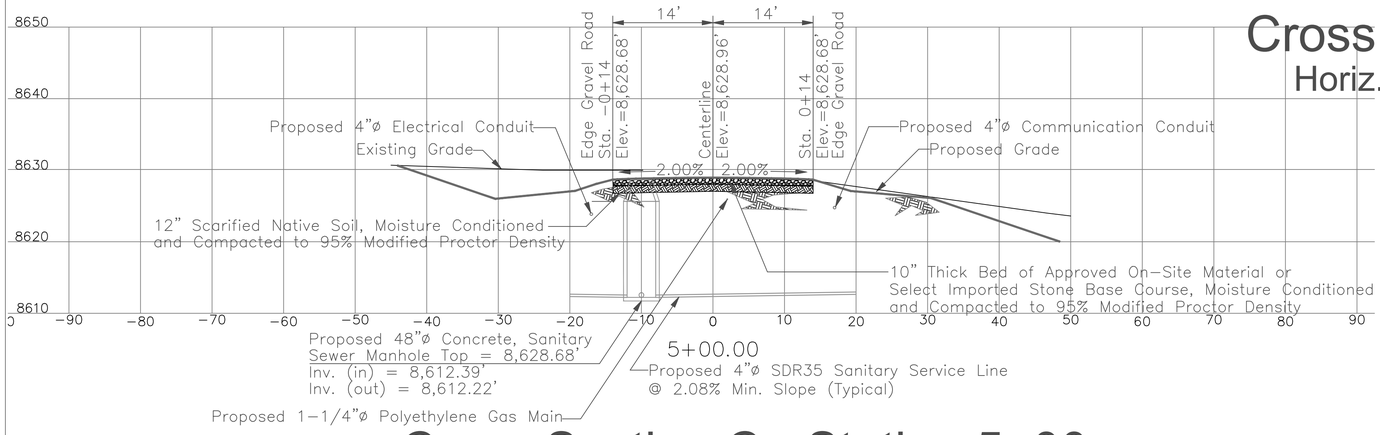
Cross Section A - Station 3+00

Horiz. Scale: 1"=10', Vert. Scale: 1"=10'



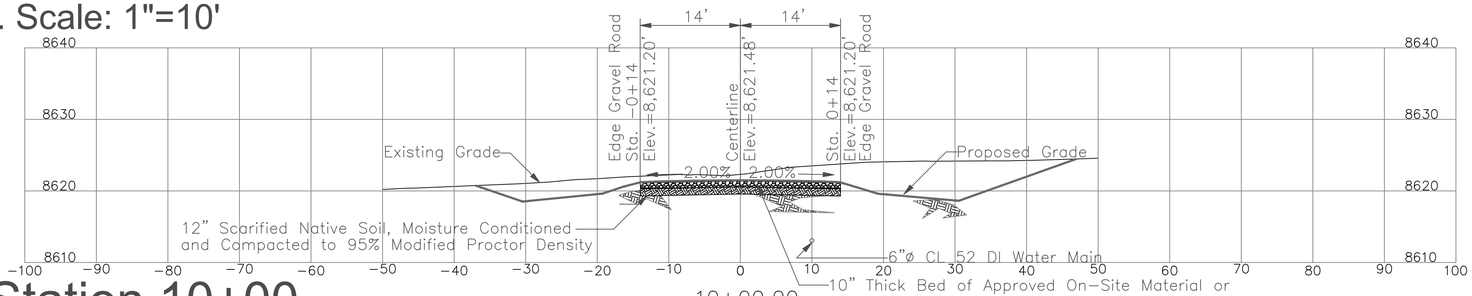
Cross Section B - Station 3+84.31

Horiz. Scale: 1"=10', Vert. Scale: 1"=10'



Cross Section C - Station 5+00

Horiz. Scale: 1"=10', Vert. Scale: 1"=10'



Cross Section D - Station 10+00

Horiz. Scale: 1"=10', Vert. Scale: 1"=10'

NO.	REVISION	APPV'D DATE
1	Utilities	5/28/24
2	Utilities	5/29/24
3		
4		

Lucy Lane

Cross Sections

COLORADO REGISTERED
KENNETH ALAN YOUNG
38405
PROFESSIONAL ENGINEER

5/29/2024

DESIGNED BY	KAY
DRAWN BY	KAY/GH
CHECKED BY	JAJ
PROJECT NUMBER	23-9538

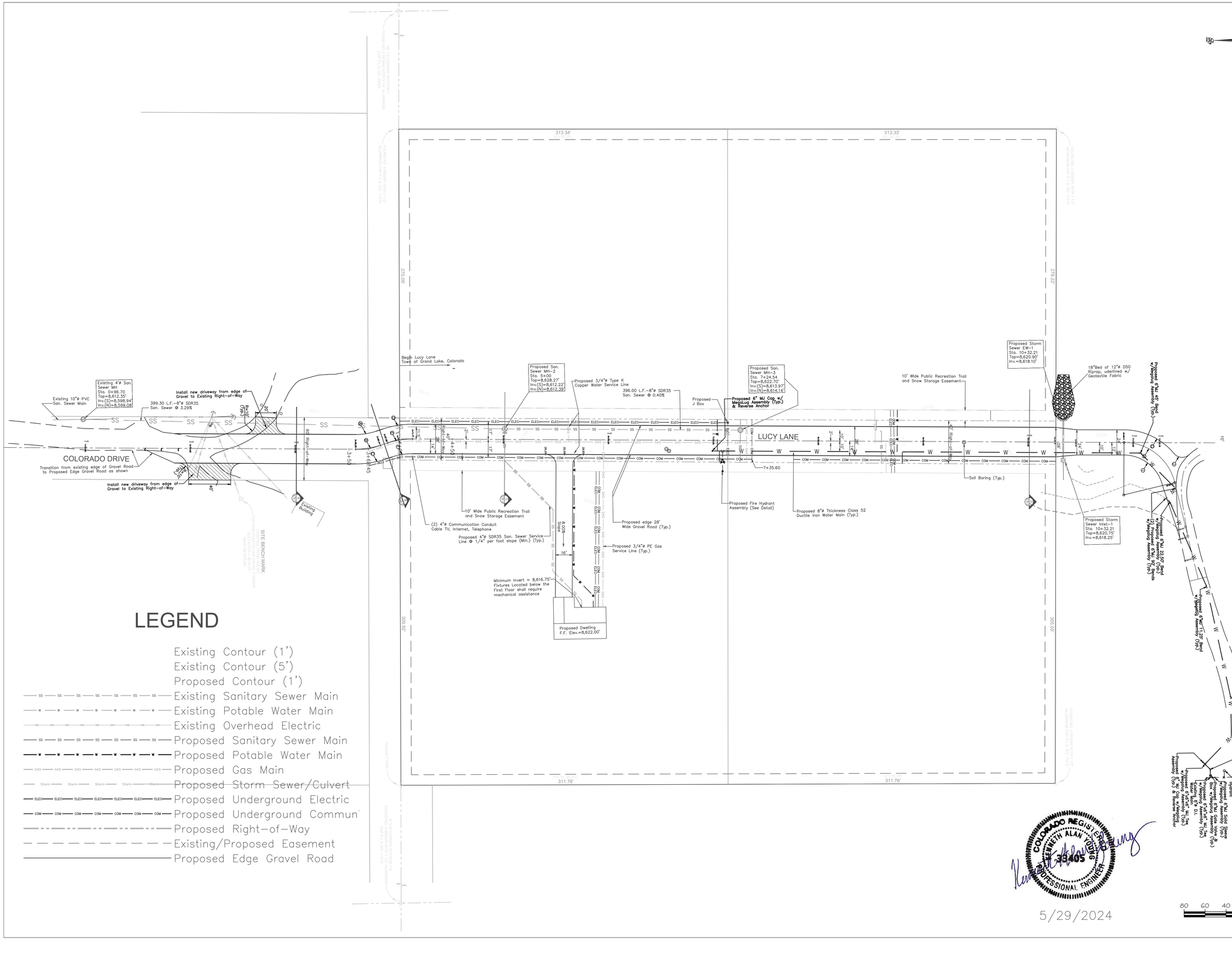
Jesik
800 W. 8th Street
Pueblo, Colorado 81003
(719) 582-5588
WWW.JESIK.US

DATE
5/29/24

SCALE
HORZ :1"=10'
VERT : 1"=10'

SHEET
CS-1

SHEET OF



LEGEND

- Existing Contour (1')
- Existing Contour (5')
- Proposed Contour (1')
- Existing Sanitary Sewer Main
- Existing Potable Water Main
- Existing Overhead Electric
- Proposed Sanitary Sewer Main
- Proposed Potable Water Main
- Proposed Gas Main
- Proposed Storm Sewer/Culvert
- Proposed Underground Electric
- Proposed Underground Commun
- Proposed Right–of–Way
- Existing/Proposed Easement
- Proposed Edge Gravel Road

COLORADO REGISTERED KENNETH ALAN YOUNG 33405 PROFESSIONAL ENGINEER

5/29/2024

NO.	REVISION	APPV'D DATE
1	Utilities	5/28/24
2	Utilities	5/29/24
3		
4		

Lucy Lane

Plan View
Proposed Utility Installations

DESIGNED BY	KAY
DRAWN BY	KAY/GH
CHECKED BY	JAJ
PROJECT NUMBER	23–9538

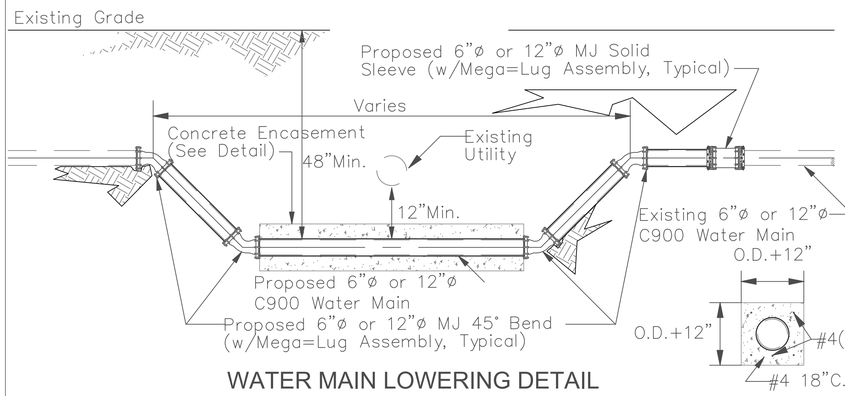
Jesik
800 W. 8th Street
Pueblo, Colorado 81003
(719) 582–5588
WWW.JESIK.US

DATE
5/29/24

SCALE
HORZ :1"=40'
VERT : –

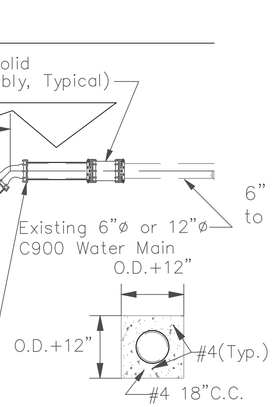
SHEET
U–1

SHEET OF



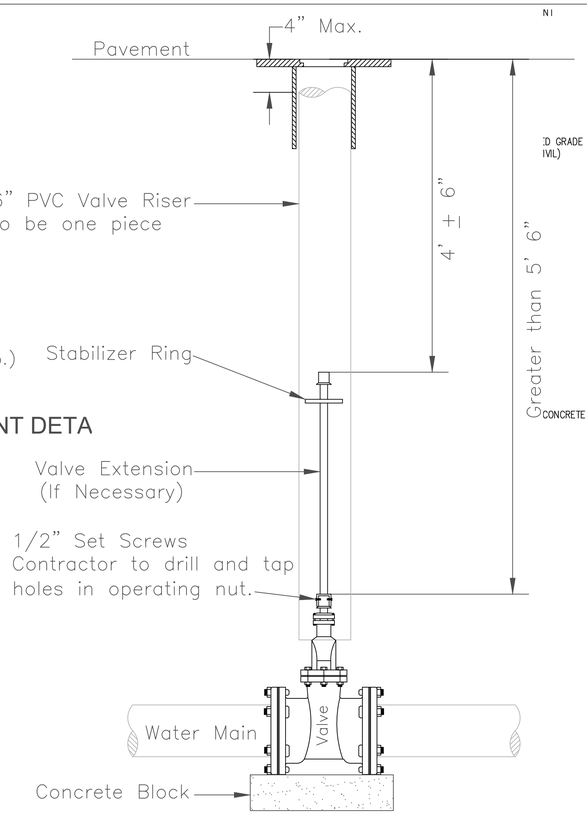
WATER MAIN LOWERING DETAIL

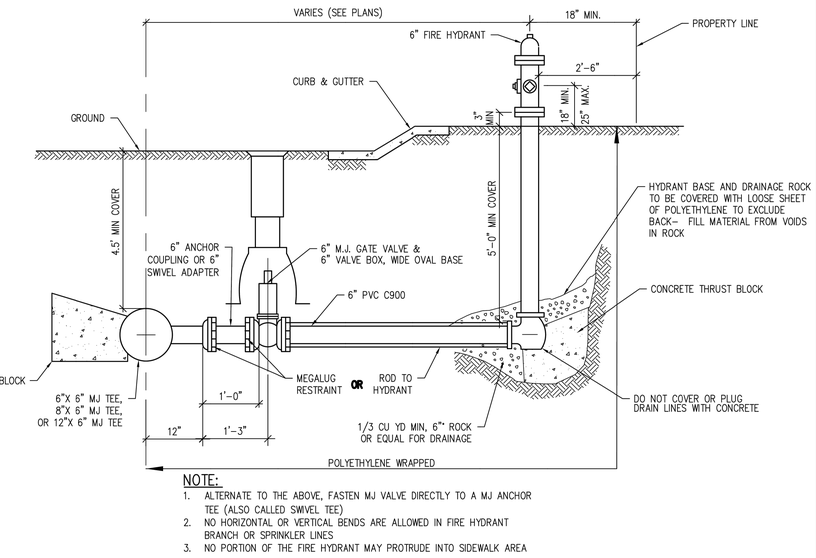
Scale: 1"=2'



CONCRETE ENCASEMENT DETA

Scale: 1"=2'





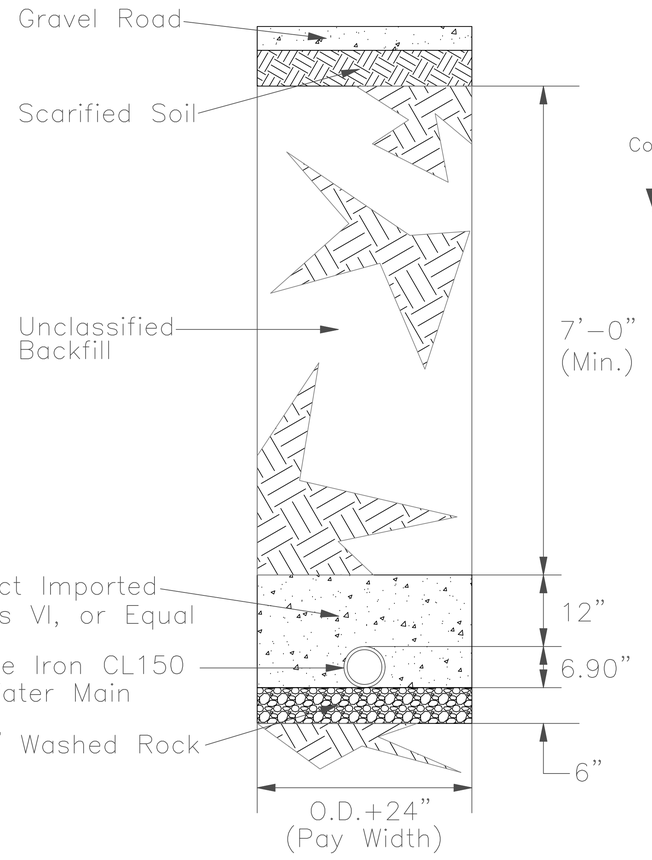
NOTE:
1. ALTERNATE TO THE ABOVE, FASTEN MJ VALVE DIRECTLY TO A MJ ANCHOR TEE (ALSO CALLED SWIVEL TEE)
2. NO HORIZONTAL OR VERTICAL BENDS ARE ALLOWED IN FIRE HYDRANT BRANCH OR SPRINKLER LINES
3. NO PORTION OF THE FIRE HYDRANT MAY PROTRUDE INTO SIDEWALK AREA

Fire Hydrant Assembly Detail

Not to Scale

COLORADO REGISTERED KENNETH ALAN YOUNG 33405 PROFESSIONAL ENGINEER

5/28/2024

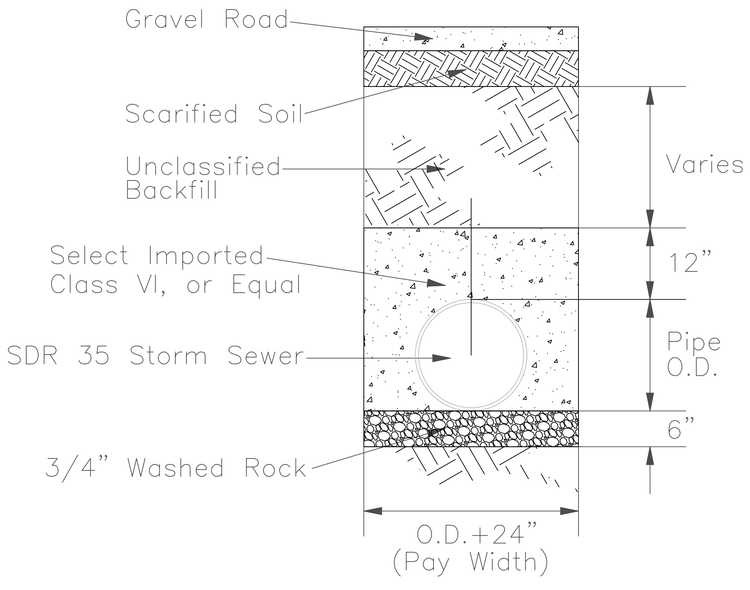


Potable Water Main Trench Detail

Scale: 1"=1'-0"

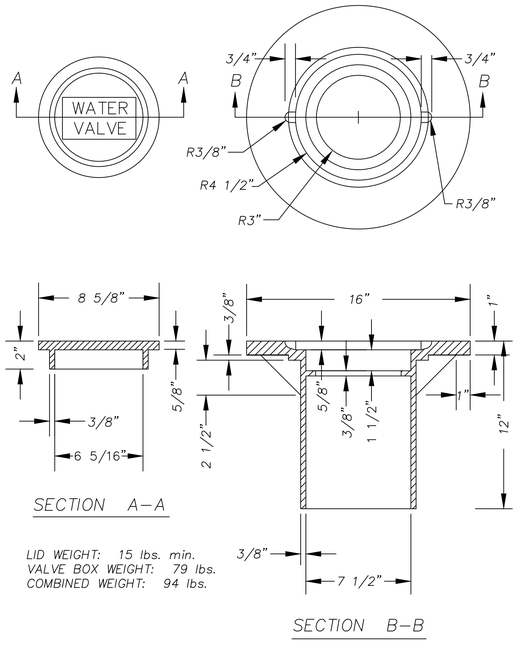
Valve Installation Detail

NOT TO SCALE



Storm Sewer Main Trench Detail

Scale: 1"=1'-0"



Valve Box Lid Detail

NOT TO SCALE

NO.	REVISION	APPV'D DATE
1	Util Xing	2/5/24
2	Utilities	5/28/24
3		
4		

Lucy Lane

Details

DESIGNED BY	KAY
DRAWN BY	KAY/GH
CHECKED BY	JAJ
PROJECT NUMBER	23-9538

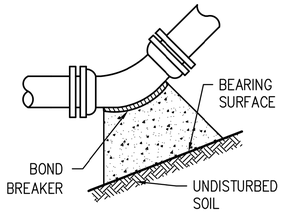
Jesik
800 W. 8th Street
Pueblo, Colorado 81003
(719) 582-5588
WWW.JESIK.US

DATE 5/28/24

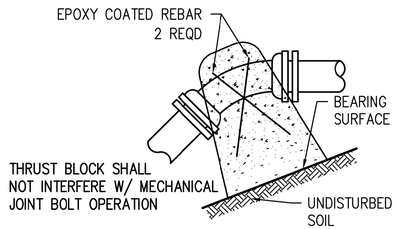
SCALE
HORZ : As Shown
VERT : -

SHEET D-1

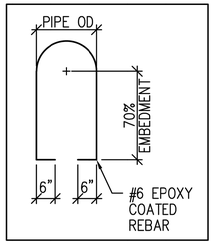
SHEET OF



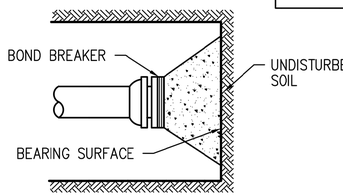
UPWARD BEND



DOWNWARD BEND



11-1/4°, 22-1/2°, 45° & 90° BENDS



DEAD END

TEE

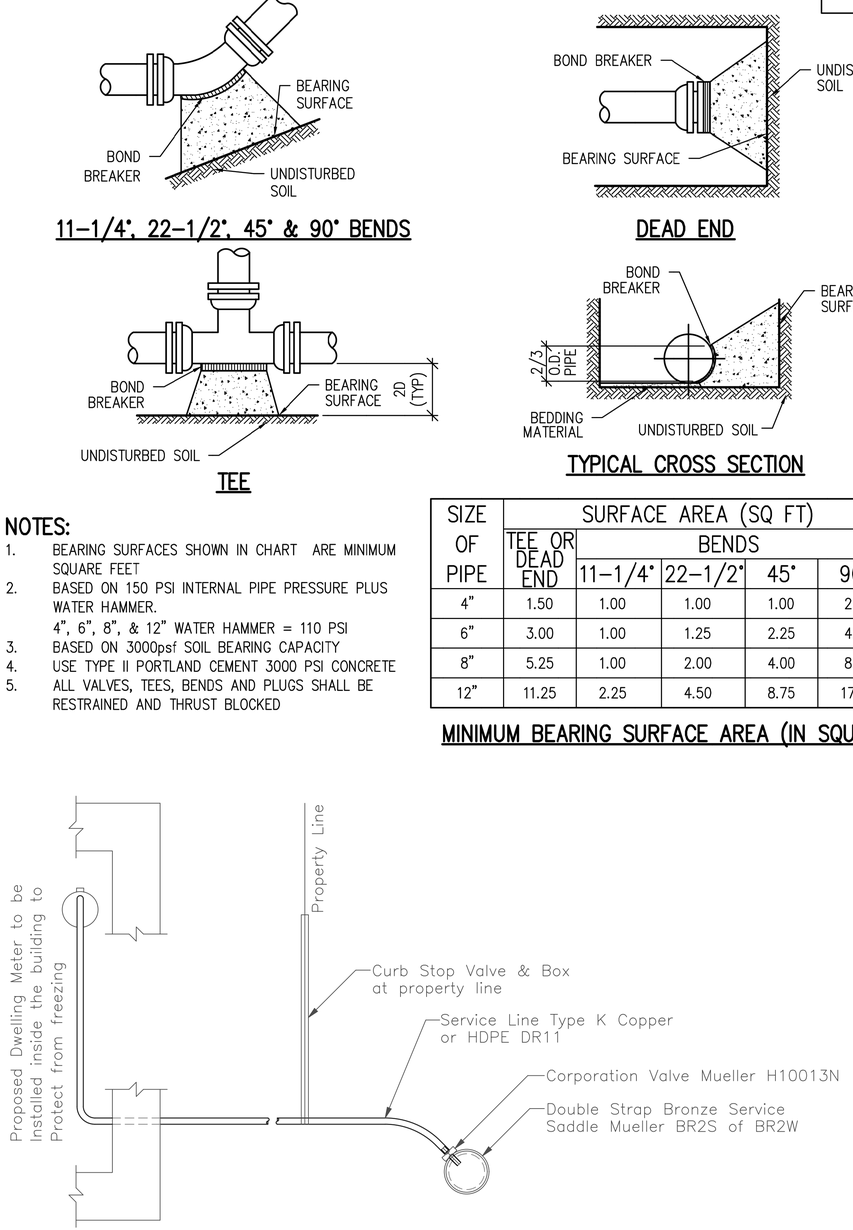
TYPICAL CROSS SECTION

NOTES:

1. BEARING SURFACES SHOWN IN CHART ARE MINIMUM SQUARE FEET
2. BASED ON 150 PSI INTERNAL PIPE PRESSURE PLUS WATER HAMMER.
   4", 6", 8", & 12" WATER HAMMER = 110 PSI
3. BASED ON 3000psf SOIL BEARING CAPACITY
4. USE TYPE II PORTLAND CEMENT 3000 PSI CONCRETE
5. ALL VALVES, TEES, BENDS AND PLUGS SHALL BE RESTRAINED AND THRUST BLOCKED

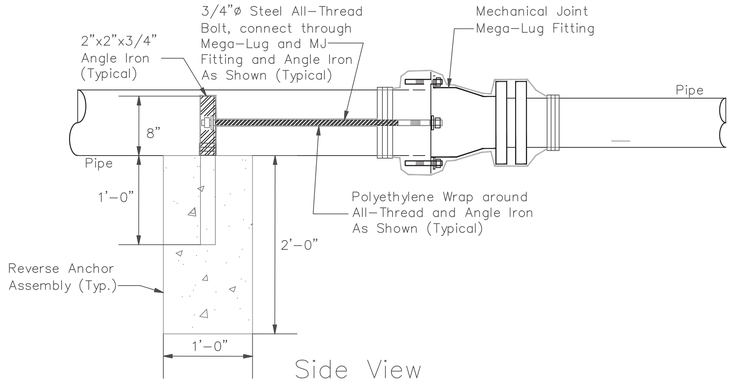
SIZE OF PIPE	SURFACE AREA (SQ FT)					CONC VOL (CU YD)
	TEE OR DEAD END	BENDS				
		11-1/4°	22-1/2°	45°	90°	VERT 45°
4"	1.50	1.00	1.00	1.00	2.0	0.34
6"	3.00	1.00	1.25	2.25	4.5	0.71
8"	5.25	1.00	2.00	4.00	8.0	1.22
12"	11.25	2.25	4.50	8.75	17.0	1.83

MINIMUM BEARING SURFACE AREA (IN SQUARE FEET)

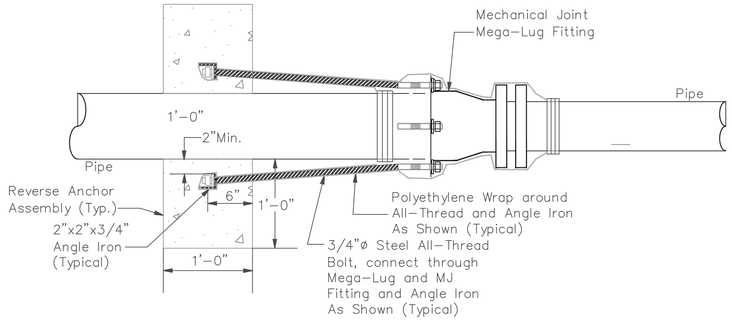


Service Tap/Meter Installation Detail

Not to Scale



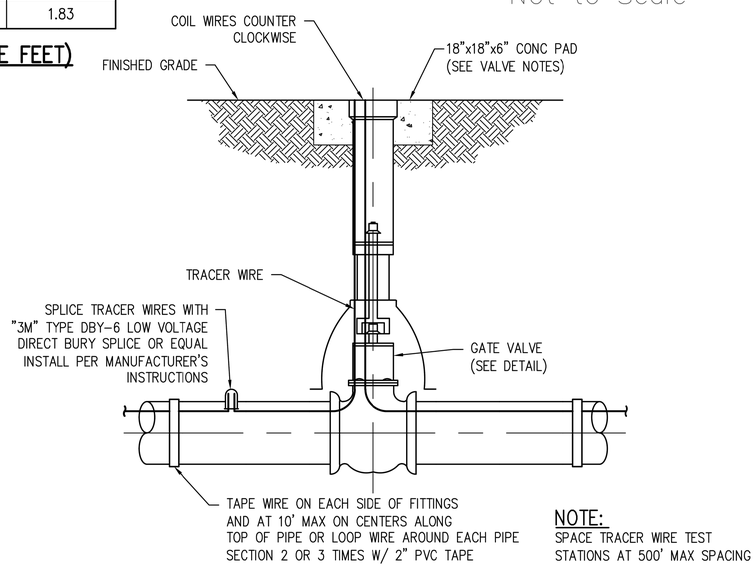
Side View



Plan View

REVERSE ANCHOR ASSEMBLY DETAIL

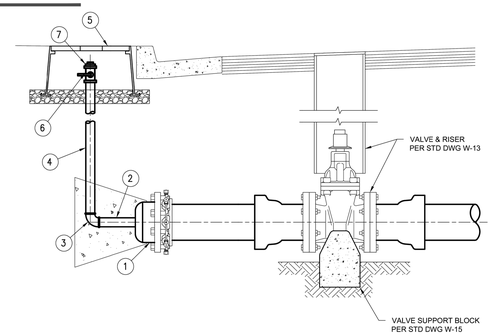
Not to Scale



NOTE:
SPACE TRACER WIRE TEST STATIONS AT 500' MAX SPACING

INSTALLATION AT VALVE

TRACER WIRE INSTALLATION AND TEST STATION DETAIL 1



NOTES:

1. METER BOX FOR BALL VALVE TO BE LOCATED ADJACENT TO AND BEHIND CURB, UNLESS OTHERWISE NOTED ON PLANS.
2. IF END OF MAIN IS IN STREET, INSTALL 2" BRASS PIPE LEVEL TO BEHIND CURB. USE ADDITIONAL 2" 90° BRASS ELBOW.
3. WHEN BLOW-OFF IS LOCATED BEHIND A ROLLED CURB & GUTTER, OR WHERE NO CURB EXISTS USE TRAFFIC STYLE BOX AND LID.

ITEM	DESCRIPTION
1	MAIN x 2"MJ TAPPED END CAP
2	2" x 6" BRASS NIPPLE
3	2" 90° BRASS ELBOW
4	2" BRASS PIPE
5	METER BOX PER STANDARD DETAIL W-11
6	2" BALL VALVE PER APPROVED MATERIALS LIST
7	2" BRASS PLUG

Temporary Blow-Off Assembly

Not to Scale

COLORADO REGISTERED KENNETH ALAN YOUNG 33405 PROFESSIONAL ENGINEER

5/29/2024

NO.	REVISION	APPV'D DATE
1	BOA	2/5/24
2	Utilities	5/28/24
3	Curb Stop & Box	5/29/24
4		

Lucy Lane

Details

DESIGNED BY: KAY
DRAWN BY: KAY/GH
CHECKED BY: JAJ
PROJECT NUMBER: 23-9538

Jesik
800 W. 8th Street
Pueblo, Colorado 81003
(719) 582-5588
WWW.JESIK.US

DATE: 5/29/24

SCALE: HORZ : As Shown
VERT : -

SHEET: D-2

SHEET OF

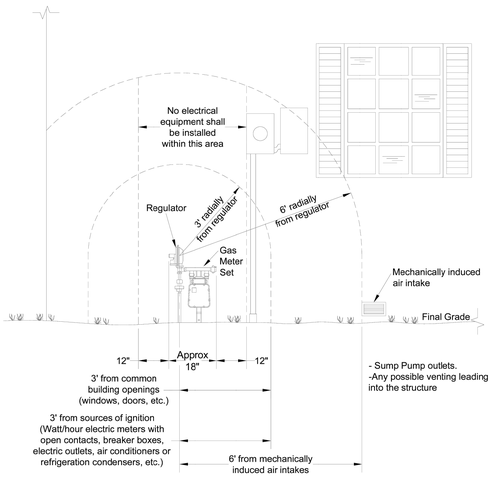
SERVICE INSTALL REQUIREMENTS

Natural Gas and Electric Residential Service

Natural gas meters and regulators should be at least three feet (measured radially) from any source of ignition, such as electric switches and air-conditioning units. You must also maintain the 3-foot distance from doors, windows, vents and air intakes (6 feet from a mechanically induced air intake), outside water spigots and garage doors. In areas where city water is not available, the natural gas service line must be a minimum of 15 feet from a water well. Xcel Energy sets meters about six inches above final grade to allow slight changes in grade and landscaping around the meter without interfering with meter mechanisms. Note: Meters cannot be set under a deck or steps. The electric meter must be installed according to all electrical codes and applicable regulations. For joint trenching, both the natural gas and electric meter are preferred to be on the same side of the house.

DRAWING CR-10

CLEARANCE REQUIREMENTS FROM GAS METER



NOTES:
1. 3' minimum working clearance from non-electrical obstructions is preferred around gas meter set.
2. Disregard clearances when measuring around corners of structure.
3. See Sections 4.2.1(4), 4.3.1(3), and drawings SC-20, SC-20A, and SC-20B for ice and snow shield requirements.
4. Plastic gas services and electric services can be installed in the same joint trench; steel gas services are prohibited from joint trench installation with electric services. Also, gas and electric services shall have a minimum of 12" spacing, whether they are in the same trench or not

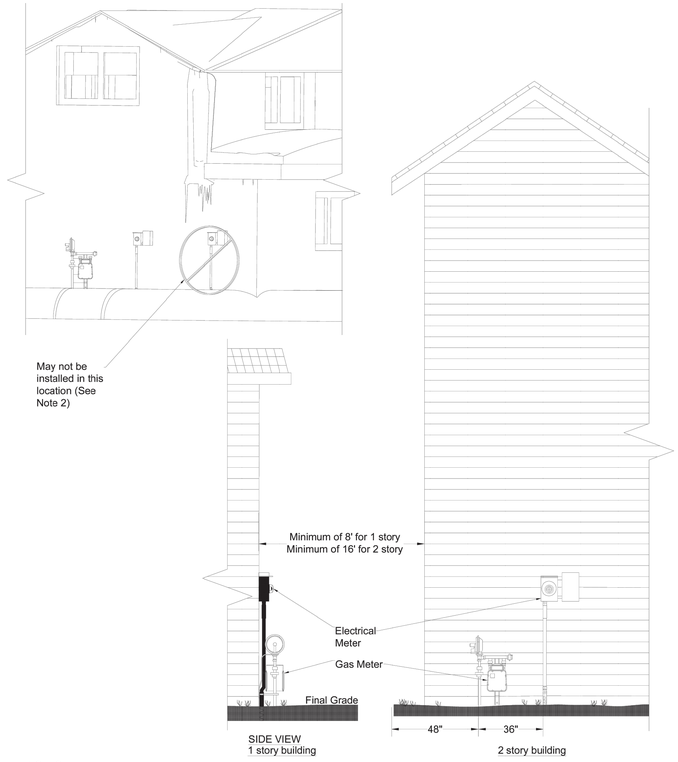
Xcel Energy	Issued	Replaces	Drawn by	Approved	File	STANDARD FOR ELECTRIC INSTALLATION AND USE
	Oct-21	Jan-19	DCP		I-7.1	PAGE I-7.1

Gas Service Meter Installation Detail 1

Not to Scale

DRAWING SC-20B

HEAVY SNOWFALL AND ICE LOADING METER REQUIREMENTS
OF MI AND CO COUNTIES: EAGLE, LAKE, PARK, AND SUMMIT



NOTES:
1. Customers of MI and CO counties: Eagle, Lake, Park, and Summit must comply with this page
2. There may be no adjacent drip side rooflines within 8' of meters for 1 story buildings and within 16' of 2 story buildings. Meters on the same building under the gable or non-drip side must be a minimum of 4' from the drip line.
3. Meters will not be set until the location is adequate and approved by Xcel Energy.
4. If installation of meters on the gable or non-drip side of the structure is impractical then the meter may be installed in a remote location with prior approval from meter dept needed for obtaining location for a remote set. For examples see SC-50 , SC-70, or SC-80
5. Meters in locations with heavy snowfall, ice loading or in locations above 6,000 feet elevation shall be located on the gable or non-drip side of a building or structure.

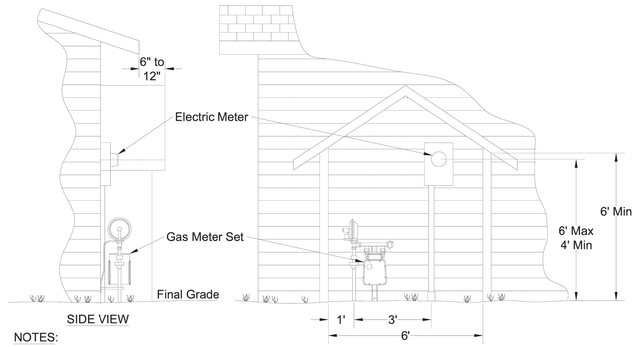
Xcel Energy	Issued	Replaces	Drawn by	Approved	File	STANDARD FOR ELECTRIC INSTALLATION AND USE
	Oct-21	NEW	DCP		I-1.5B	PAGE I-1.5B

Gas Service Meter Installation Detail 3

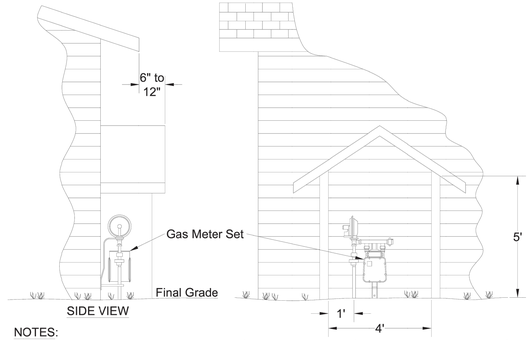
Not to Scale

DRAWING SC-20A

METER ICE AND SNOW SHIELD
(Hot Sequence Installation Shown)



NOTES:
1. Required meter protection will consist of walls and gable roof which are structurally part of the building.
2. Walls will be 6' high and 6' apart.
3. Gable roof will extend a minimum of 6" beyond drip line (preferably 12").
4. Meters will not be set until meter protection is in place and approved by Xcel Energy.
5. Not allowed in the following MI and CO counties: Eagle, Lake, Park, and Summit.



NOTES:
1. Required meter protection will consist of walls and gable roof which are structurally part of the building.
2. Walls will be 5' high and 4' apart.
3. Gable roof will extend a minimum of 6" beyond drip line (preferably 12").
4. Meters will not be set until meter protection is in place and approved by Xcel Energy.
5. Not allowed in the following MI and CO counties: Eagle, Lake, Park, and Summit.

Xcel Energy	Issued	Replaces	Drawn by	Approved	File	STANDARD FOR ELECTRIC INSTALLATION AND USE
	Oct-21	Jan-17	DCP		I-1.5A	PAGE I-1.5A

Gas Service Meter Installation Detail 2

Not to Scale

5/28/2024

NO.	REVISION	APPV'D	DATE
1			
2			
3			
4			

Lucy Lane

Details

DESIGNED BY KAY
DRAWN BY KAY/GH
CHECKED BY JAJ
PROJECT NUMBER 23-9538

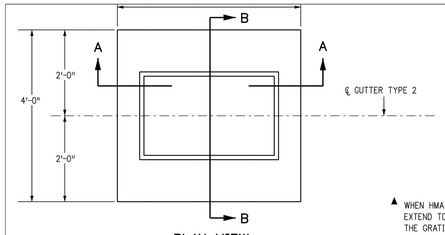
Jesik
800 W. 8th Street
Pueblo, Colorado 81003
(719) 582-5588
WWW.JESIK.US

DATE 5/28/24

SCALE
HORZ : As Shown
VERT : –

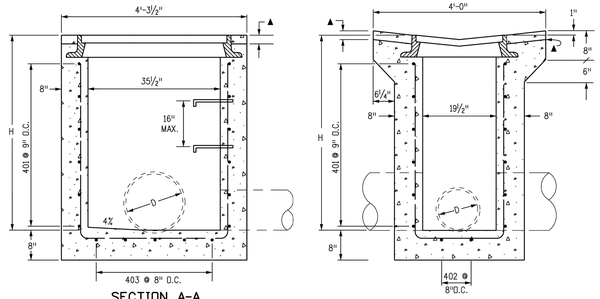
SHEET D-3

SHEET OF



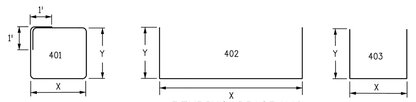
PLAN VIEW
TYPE 13 INLET FOR GUTTER TYPE 2

▲ WHEN HMA MATERIAL IS TO EXTEND TO THE EDGE OF THE GRATING FRAME, CONCRETE MAY BE DEPRESSED.

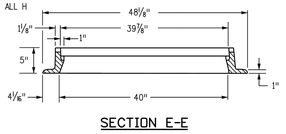


SECTION A-A
D MAX = 30 IN. FOR H > 4 FT.

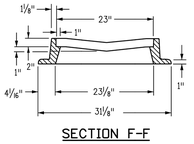
SECTION B-B
D MAX = 18 IN. FOR ALL H



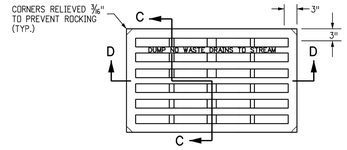
BENDING DIAGRAMS
ALL DIMENSIONS ARE OUT-TO-OUT OF BAR.



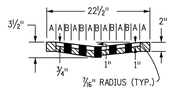
SECTION E-E
APPROXIMATE WEIGHT = 590 LBS.



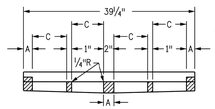
SECTION F-F



NO. 13 GRATE

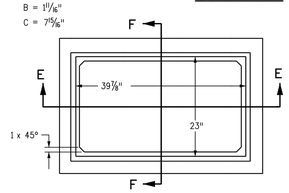


SECTION C-C



SECTION D-D

A = 1¾"
B = 1 11/16"
C = 7 15/16"



NO. 13 GRATING & FRAMES

GENERAL NOTES

1. CONCRETE SHALL BE CLASS B. INLET MAY BE CAST-IN-PLACE OR PRECAST.
2. CAST-IN-PLACE CONCRETE WALLS SHALL BE FORMED ON BOTH SIDES.
3. EXPOSED CONCRETE CORNERS SHALL BE CHAMFERED ¾ OF A INCH.
4. REINFORCING BARS SHALL BE DEFORMED #4 AND SHALL HAVE A 2 INCH MINIMUM CLEARANCE. ALL REINFORCING BARS SHALL BE GRADE 60 AND EPOXY COATED.
5. STEPS SHALL BE PROVIDED WHEN INLET DIMENSION "H" IS EQUAL TO OR GREATER THAN 3 FEET-6 INCHES AND SHALL CONFORM TO AASHTO M 199.
6. ALL GRATES AND FRAMES SHALL BE GRAY OR DUCTILE CAST IRON IN ACCORDANCE WITH SUBSECTION 712.06. GRATES AND FRAMES SHALL BE DESIGNED TO WITHSTAND HS 20 LOADING.
7. STATION POINT IS AT THE CENTER OF THE INLET.
8. GRATE SHALL HAVE "DUMP NO WASTE DRAINS TO STREAM" MESSAGE CAST ON SURFACE.

H	CONCRETE	REINFORCING STEEL	NO. OF 401 BARS REQ'D.	MAXIMUM PIPE I.D.	
				SEC. A-A	SEC. B-B
	CU. YDS.	θ LB.		IN.	IN.
3'-0"	1.3	72	4	18	18
3'-6"	1.5	76	4	24	18
4'-0"	1.6	90	5	30	18
4'-6"	1.8	104	6	30	18
5'-0"	1.9	109	6	30	18
5'-6"	2.1	122	7	30	18
6'-0"	2.2	136	8	30	18
6'-6"	2.4	141	8	30	18
7'-0"	2.5	154	9	30	18
7'-6"	2.7	168	10	30	18
8'-0"	2.8	173	10	30	18
8'-6"	3.0	187	11	30	18
9'-0"	3.1	200	12	30	18
9'-6"	3.3	205	12	30	18
10'-0"	3.4	219	13	30	18

θ INCLUDES 1% FOR OVERRUN.
NOTE: CONCRETE QUANTITIES INCLUDE VOLUME OCCUPIED BY PIPE.

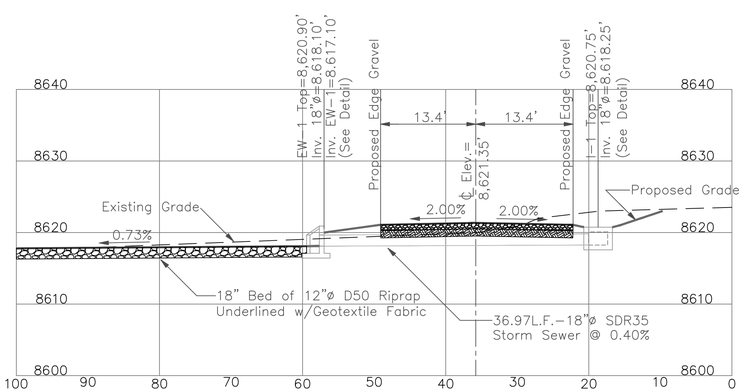
QUANTITIES FOR ONE INLET

MARK	NO. REQ'D.	DIMENSIONS X	DIMENSIONS Y	LENGTH
401	4	3'-6"	2'-2"	13'-4"
402	2	3'-4½"	* 2'-6½"	8'-5½"
403	5	2'-½"	* 2'-7"	7'-2½"

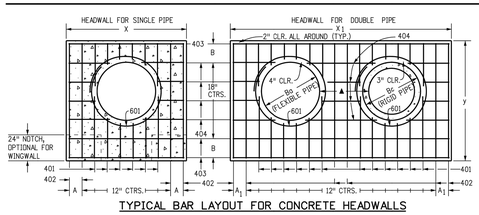
* ADD 6 IN. TO THIS DIMENSION FOR EACH 6 IN. INCREASE OF "H" OVER 3 FT.-0 IN.

BAR LIST FOR H = 3 FT.-0 IN.

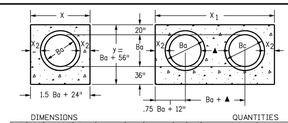
CDOT Type 13 Inlet Detail
Not to Scale



10+32.21
Profile Proposed Culvert
Horizontal Scale: 1"=10'
Vertical Scale: 1"=10'



TYPICAL BAR LAYOUT FOR CONCRETE HEADWALLS

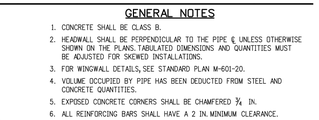


DIMENSIONS									QUANTITIES	
Bo IN.	Bc IN.	X FT.-IN.	A IN.	X1 FT.-IN.	A1 IN.	y FT.-IN.	B IN.	X2	CONCRETE SGL CU.YD.	CONCRETE DBL CU.YD.	STEEL ■ SGL LBS.	STEEL ■ DBL LBS.
54	65	8-9	8½	15-6	7	9-2	17	20	2.12	3.55	209	364
60	72	9-6	7	17-0	10	9-8	11	21	2.35	3.99	236	414
66	79	10-3	11½	18-6	7	10-2	14	22	2.60	4.44	249	453
72	86	11-0	10	20-0	10	10-8	17	23	2.85	4.91	270	476
78	93	11-9	8½	21-3	11	11-2	11	24	3.11	5.29	306	527
84	100	12-6	7	22-6	7	11-8	14	25	3.38	5.68	333	572
90	107	13-3	11½	23-9	8½	12-2	17	26	3.66	6.08	335	593
96	114	14-0	10	25-0	10	12-8	11	27	3.94	6.48	379	649
102	121	14-9	8½	26-3	11½	13-2	14	28	4.24	6.89	400	664
108	128	15-6	7	27-6	7	13-8	17	29	4.54	7.30	424	707

HEADWALL FOR RIGID ROUND PIPE

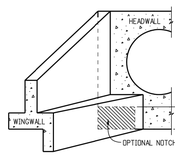
GENERAL NOTES

1. CONCRETE SHALL BE CLASS B.
2. HEADWALL SHALL BE PERPENDICULAR TO THE PIPE ℄ UNLESS OTHERWISE SHOWN ON THE PLANS. TABULATED DIMENSIONS AND QUANTITIES MUST BE ADJUSTED FOR SKEWED INSTALLATIONS.
3. FOR WINGWALL DETAILS, SEE STANDARD PLAN M-601-20.
4. VOLUME OCCUPIED BY PIPE HAS BEEN DEDUCTED FROM STEEL AND CONCRETE QUANTITIES.
5. EXPOSED CONCRETE CORNERS SHALL BE CHAMFERED ¾ IN.
6. ALL REINFORCING BARS SHALL HAVE A 2 IN. MINIMUM CLEARANCE.
- ▲ WHEN TWO OR MORE PIPES ARE LAID SIDE BY SIDE, THEY SHALL BE PLACED SO THAT THE ADJACENT PIPES WILL BE ½ INSIDE DIAMETER APART, OR ½ INSIDE SPAN APART, OR 3 FT. APART (INCLUDING WALL THICKNESS), WHICHEVER IS LESS.
- ■ ADD 0.89 x (X OR X1) (LB.) WHEN APRON IS REQUIRED.



DIMENSIONS									QUANTITIES	
EQUIV. Bo IN.	SPAN IN.	RISE IN.	X FT.-IN.	A IN.	X1 FT.-IN.	A1 IN.	y FT.-IN.	B IN.	CONCRETE SGL CU. YD.	CONCRETE DBL CU. YD.	STEEL ■ SGL LBS.	STEEL ■ DBL LBS.
72	81	59	10-9	8½	20-6	7	9-3	17½	2.72	5.10	250	467
78	87	63	11-3	11½	21-6	7	9-7	10½	2.85	5.34	275	531
84	95	67	11-9	8½	22-10	9	9-11	12½	3.08	5.79	290	547
90	103	71	12-7	7½	24-2	11	10-3	15	3.30	6.21	321	591
96	112	75	13-4	12	25-8	8	10-7	16½	3.52	6.65	314	606
102	117	79	13-9	8½	26-6	7	10-11	9½	3.63	6.86	356	672
108	128	83	14-8	8	28-4	12	11-3	11½	3.96	7.51	376	699

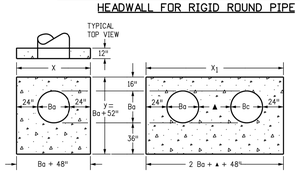
HEADWALL FOR FLEXIBLE PIPE ARCH



FRONT VIEW

RIGID PIPE = Bc + 6"
"D" = FLEXIBLE PIPE = Bo + 8"
FLEXIBLE ARCH = SPAN + 8"
STRUCTURAL PLATE ARCH = RISE + 8"

BAR BENDING

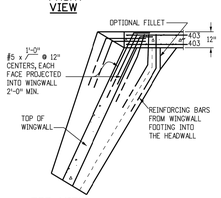


DIMENSIONS								QUANTITIES	
Bo IN.	X FT.-IN.	A IN.	X1 FT.-IN.	A1 IN.	y FT.-IN.	B IN.	CONCRETE SGL CU. YD.	CONCRETE DBL CU. YD.	STEEL ■ SGL LBS.	STEEL ■ DBL LBS.
54	8-6	7	15-3	11½	8-10	15	2.19	3.81	211	358
60	9-0	10	16-6	7	9-4	18	2.38	4.25	217	396
66	9-6	7	17-9	8½	9-10	12	2.58	4.70	252	454
72	10-0	10	19-0	10	10-4	15	2.78	5.17	255	472
78	10-6	7	20-0	10	10-10	18	2.98	5.56	276	499
84	11-0	10	21-0	10	11-4	12	3.19	5.95	297	553
90	11-6	7	22-0	10	11-10	15	3.40	6.36	317	517
96	12-0	10	23-0	10	12-4	18	3.62	6.79	321	597
102	12-6	7	24-0	10	12-10	12	3.84	7.21	364	663
108	13-0	10	25-0	10	13-4	15	4.06	7.63	362	678

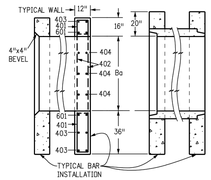
HEADWALL FOR FLEXIBLE ROUND PIPE

DIMENSIONS									QUANTITIES	
EQUIV. Bo IN.	SPAN FT.-IN.	RISE FT.-IN.	X FT.-IN.	A IN.	X1 FT.-IN.	A1 IN.	y FT.-IN.	B IN.	CONCRETE SGL CU. YD.	CONCRETE DBL CU. YD.	STEEL ■ SGL LBS.	STEEL ■ DBL LBS.
66	6-1	4-7	10-1	10½	19-2	11	8-11	15½	2.52	4.70	232	424
75	7-0	5-1	11-0	10	21-0	10	9-5	9½	2.80	5.25	282	509
84	7-11	5-7	11-11	9½	22-10	9	9-11	12½	3.08	5.79	291	540
93	8-10	6-1	12-10	9	24-8	8	10-5	15½	3.36	6.33	309	622
102	9-9	6-7	13-9	8½	26-6	7	10-11	9½	3.63	6.86	379	673
111	10-11	7-1	14-11	9½	28-10	9	11-5	12½	4.05	7.67	377	711
120	11-10	7-7	15-10	9	30-8	8	11-11	15½	4.36	8.28	395	731
132	12-10	8-4	16-10	9	32-8	8	12-8	11	4.75	9.03	441	839
141	14-1	8-9	18-1	10½	35-2	11	13-1	13½	5.17	9.86	448	931
150	15-4	9-3	19-4	12	37-8	8	13-7	16½	5.69	10.88	490	953
159	15-10	9-10	19-10	9	38-8	8	14-2	11	5.89	11.25	534	1019

HEADWALL FOR STRUCTURAL PLATE ARCH

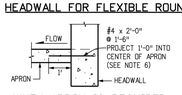


TOP VIEW
WINGWALL CONNECTION



INLET OUTLET ENDS OF FLEXIBLE PIPE

INLET OUTLET ENDS OF RIGID PIPE



WHEN APRON IS REQUIRED

SKEW ANGLE A°	90	85	80	75	70	65	60	55	50	45	40	35	30
FACTOR (cosecA°)	1.000	1.004	1.015	1.035	1.064	1.103	1.155	1.221	1.305	1.414	1.556	1.743	2.000

SKEW FACTOR TABLE

CDOT D-W Headwall/Endwall Detail
Not to Scale

NO.	REVISION	DATE	APPV'D
1	Utilities	5/29/24	
2			
3			
4			

Lucy Lane
Details

DESIGNED BY KAY
DRAWN BY KAY/GH
CHECKED BY JAJ
PROJECT NUMBER 23-9538

Jesik
800 W. 8th Street
Pueblo, Colorado 81003
(719) 582-5588
WWW.JESIK.US

DATE 5/29/24

SCALE
HORZ : As Shown
VERT : -

SHEET D-4

SHEET OF

COLORADO REGISTERED KENNETH ALAN YOUNG 33405 PROFESSIONAL ENGINEER

5/29/2024

UTILITIES

A. The lines shown on the drawings indicating existing lines and new lines, are not to be construed as the exact location of said lines, or in fact all lines that may exist. The Contractor is responsible for verifying the final location and depth of any lines affecting the project work.

B. The Contractor shall provide, at his own expense, all necessary utilities required for his operations under the contract. The Contractor shall provide and maintain in good order such equipment and installations to perform the work in a safe and satisfactory manner.

C. Water lines, gas lines, wire lines, service connections, meter and valve boxes, light standards, cableways, and all other utility facilities within the limits of the proposed construction are to be relocated or adjusted at the Owner's expense unless otherwise provided in the Contract.

D. If utility facilities or appurtenances are found that are neither identified in the Contract, nor revealed by site investigation, the Owner will determine whether adjustment or relocation of the utility is necessary. The Engineer will make arrangements with either the utility owner or the Contractor to accomplish necessary adjustments or relocations when not otherwise provided for in the Contract

E. Where the Contractor's operations are adjacent to properties of telephone, power, or other utility companies, to which damage might result in considerable expense, loss, or inconvenience, work shall not commence until arrangements for the protection of the utilities have been made.

F. If water or utility services are interrupted, the Contractor shall promptly notify the Owner and shall cooperate in the restoration of service. Repair work shall be continuous until the service is restored. Work shall not be undertaken around fire hydrants until the provisions for continued service have been approved by the local fire authority. The Owner's contact is: Office: (970) 627-3435, Matt Reed-Tolonen (Public Works Director): (970) 531-9594.

G. The Contractor shall comply with Article 1.5 of Title 9, CRS ("Excavation Requirements") when excavating or grading is planned in the area of underground utility facilities. The Contractor shall notify all affected utilities at least two (2) business days prior to commencing such operations. Contact the Utility Notification Center of Colorado (UNCC) (811) to have locations of UNCC registered lines marked by member companies. All other underground facilities shall be located by contacting the respective company. Utility service laterals shall also be located prior to beginning excavation or grading.

CONSTRUCTION

A. The lines shown on the drawings are proposed improvements, finished grades for structures, profile and details of the work. Any modification must be approved by the Project Engineer (Either Kenneth Young (719) 568-2074, Email: Ken@jesik.us, or Andy Jesik (719) 582-5588, Email: andy@jesik.us).

B. All items which are to be demolished, shall become the property of the Contractor, and shall be immediately removed.

C. All disturbed areas shall be permanently stabilized with a native seed mixture. The Contractor shall submit same to the Project Engineer for approval.

D. The Contractor shall implement all erosion control features as soon as the upstream area is disturbed.

E. The Contractor shall submit to the Owner a comprehensive Construction Schedule, prior to the commencement of any construction activity. The Engineer shall review, said Schedule and either request modification, or approve without exception. Once the Notice to Proceed is executed and the Construction Schedule is approved, the Contractor may commence with construction activities. Any deviations to the approved Construction Schedule shall require written approval by the Engineer.

F. The Contractor shall notify the Owner immediately, in writing, of any potential errors, omisions or confilcting information contained on the Plans or Contract Documents.

G. All Change Orders initiated by the Contractor, shall be submitted to the Owner, in writing, including supporting documentation. Prior Approval is required before commencement of altered or added work.

H. The sanitary sewer service lines shall tie into the proposed sanitary sewer manholes, as shown on the plans.

I. All other utility services shall be extended to the RIght-of-Way line and terminated as shown on the plans. It shall be the responsibility of the Individual Lot Owner to connect to the utility service lines.

J. Pressure and Leak Testing of Proposed Water Main:
   1. The Contractor shall fill and flush the pipeline prior to pressure and leakage testing and disinfection of the water system. The lines shall be filled by the Onwer's representative or the the Contractor under the supervision of the Owner's representative.
   2. The lines shall be filled slowly to prevent entrapping air. The lines shall then be flushed at blowoffs or hydrants. Valves shall be opened and closed slowly to prevent surges while maintaining positive pressure in the system at all times. Disposal of the water flushed from the pipeline shall not cause erosion, a nuisance or disrupt traffic.
   3. The Contractor will be required to perform a pressure and leakage test of water mains, valves, and fittings in the constructed system (not service lines 2 inches in diameter or less). Where any section of the main is provided with concrete thrust blocks, the test shall not be made until at least 5 days have elapsed after the concrete was placed. If high-early strength cement is used in the concrete thrust block, the test shall be made after 48 hours.
   4. The Contractor shall utilize fire hydrant where available on the pipeline to conduct the tests. When necessary, additional taps into the pipeline may be required to perform the testing. The Contractor shall supply all required materials and equipment required for testing and additional tapping of the pipeline. The tests shall be conducted in the presence of the Owner or Owner's representative.
   5. The pipeline segment to be tested (**NOT TO EXCEED 1,000 FEET IN LENGTH)** shall be isolated and approved by the Onwer. The pipeline or segment shall be filled with water and subjected to a pressure and leakage test with water as set forth in AWWA Standard C605. Each separate lateral shall be tested. Any excessive leakage, as determined by the Owner, shall be located and repairs made. Should the pipeline or segments tested exceed permissible leakage limits, the Contractor shall excavate and locate the source of the leakage and make repairs. After the Contractor has notified the Owner that repairs have been made, the test shall be repeated until the pipeline or segment test results are within the specified limits.

K. Disinfection of the Proposed Water Main:
   1. All mains, valves, hydrants, hydrant connections and other appurtenances installed under this Contract shall, upon completion of all water supply related construction be disinfected in accordance with AWWA Standard C651 and any additional requirements of the Owner. The water main shall be isolated from any existing in-service line to prevent any cross connections with the existing line.
   2. The Contractor, under the supervision of the Owner, shall take water samples and have the samples tested by an approved laboratory. The samples shall be prepared, taken, stored in containers, and handled by the methods required by the testing laboratory standards. If initial testing is unsatisfactory with the health department standards or as determined by the Owner, the Contractor shall disinfect and retest the water main. This procedure shall be repeated until satisfactory results are obtained at the Contractor's expense. **NO PORTION OF THE WATER MAIN SHALL BE TAPPED FOR SERVICE UNTIL THE LINE HAS BEEN INSPECTED, DISINFECTED AND ACCEPTED.**
   3. The Owner will furnish water to the Contractor at no cost for flushing, testing, and disinfecting the pipeline, if hydrants or other connections are convenient to the work. Otherwise, the Contractor shall be responsible for securing a water supply acceptable to the Owner, at no additional cost. The wasteful use of furnished water will not be allowed.
   4. Mains shall be drained the hydrants, blowoffs and air vents.
   5. Hydrants or blowoffs shall not be connected to any sewer, submerged in any stream, or be installed in any other manner that will permit back siphonage into the distribution system. The discharge and disposal of water used for disinfection shall comply with all state and federal requirements.

NO.	REVISION	DATE	APPV'D
1			
2			
3			
4			

COLORADO REGISTERED KENNETH ALAN YOUNG 38805 PROFESSIONAL ENGINEER 5/29/2024

LUCY LANE

PLAN NOTES

DESIGNED BY	KAY
DRAWN BY	KAY
CHECKED BY	AJ
PROJECT NUMBER	23-9538

800 W. 8th Street
Pueblo, Colorado 81003
(719) 582-5588
WWW.JESIK.US

DATE
5/29/2024

SCALE
HORZ :
VERT :

SHEET
N-1

SHEET OF

Project Name: Lucy Lane Improvement Plans – Grand Lake, CO
Project Number: 23-9583
8 Pages

ITEM 10.01 SEWER PIPE

DESCRIPTION

This works consists of furnishing, and installing sewer pipe for storm and sanitary sewers and other appurtenances in accordance with these specifications, the latest revision of the American Society for Testing and Materials (ASTM) specification, and in conformity with the details, lines and grades shown on the plans or established.

Installation shall consist of excavation, shoring, laying, aligning and joining pipe, fittings, bedding and backfill, flushing, testing and other related work.

MATERIALS

A. The Contractor shall install, sewer pipe of the type, diameter, wall thickness, and fittings as shown on the plans, and designated in the Bid Schedule.

B. Sewer pipe and fittings shall meet and/or exceed all the requirements of the latest published specification, at the time of bid for the type of pipe and fittings used.

ASTM C 1173 “Flexible Transition Couplings for Underground Piping System”.

ASTM, C 14 “Concrete Sewer, Storm Drain and Culvert Pipe

ASTM F 405-97 Corrugated Polyethylene Pipe (PE) Tubing and Fittings.

ASTM F 667-97 Large Diameter Corrugated Polyethylene Tubing and Fittings.

ASTM C 443 “Joints for Circular Concrete Sewer and Culvert Pipe, using Rubber Gaskets”.

ASTM D 3034 “Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings” (SDR 35).

ASTM D 679 “Poly (Vinyl Chloride) (PVC) Large Diameter Plastic Gravity Sewer Pipe and Fittings”.

ASTM D 2729 “Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings”.

ASTM D 3212 “Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals”.

ASTM F 477 F “Elastomeric Seals (Gaskets) for joining Plastic Pipe”.

ASTM F 656 “Primers for use in Solvent Cement Joints of Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fitting”.

ASTM D 3350 “Specification for Polyethylene Pipe and Fittings Materials”.

ASTM F 714 “Specification for Polyethylene (PE) Plastic Pipe (SDR-PR) Based on outside diameter”.

ASTM D 3261 “Specification for Butt Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing”.

ITEM 10.01 SEWER PIPE

C. Fittings for all Polyvinyl Chloride (PVC) pipe shall be one piece molded PVC with gasket seats molded in place.

D. Transition couplings for Polyvinyl Chloride (PVC) pipe shall be as shown on plans.

E. Rubber gasketed joints for concrete pipe shall be flexible and able to withstand expansion, contraction and settlement.

F. All clamps, including the band and screw housing, shall be made from Series 300 Stainless Steel and shall be corrosion resistant and rustproof.

G. The same manufacturer shall supply polyethylene pipe and fittings.

H. Polyethylene fabricated fittings shall be made by heat fusion joining specially machined shapes cut from pipe, polyethylene sheet stock, or molded fittings. Fabricated fittings shall be rated for internal pressure service at least equal to the full service pressure rating of the mating pipe.

I. Flange adapters used with polyethylene pipe shall be made with sufficient through bore length to be clamped in a butt fusion-joining machine without the use of a sub-end holer. The sealing surface of the flange adapter shall be machined with a series of small v-shaped grooves to provide gasketless sealing or to restrain the gasket against blowout.

CONSTRUCTION REQUIREMENTS

A. Installation and testing shall conform to the latest published specification of ASTM, at the time of bid that relates to the type of pipe and fittings installed and manufacture's guides for installation.

ASTM C 969 "Practice for Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines.

ASTM F 1417-92 Test Method for installation Acceptance of Plastic Gravity Sewer Lines Using low-Pressure Air.

ASTM D 2321 "Practice for Underground Installation of Flexible Thermoplastic Pipe for Sewers and other Gravity Flow Applications:".

B. Before commencing Work, the Contractor shall notify the proper representative of the pipe supplier or manufacturer as necessary for on-the-job instruction to the Contractor, his foreman, the Contractor's inspector and personnel in the proper methods of installation. The Contractor shall assume responsibility that these methods are strictly enforced unless otherwise specified or directed by the Engineer.

C. When proposed sanitary sewer facilities interface with the existing flow of sewage, the Contractor shall provide satisfactory bypass facilities, at no expense to the project.

D. At locations where the type of joint is not otherwise specified in the Contract for pipe used for joints shall be made with joint sealing compound. Primer shall be furnished when recommended by the manufacturer of the joint sealing compound. Primer shall conform and shall be applied in accordance with the manufacturer's

recommendations to both surfaces of the pipe sections being joined, for the full circumference. Sealing compound shall be applied according to the manufacturer's recommendations. When a specific type of sealing compound is desired, it shall be as shown in the Contract.

E. ONE INSPECTOR PER PIPE-LAYING CREW

1. To enable the representatives of the Engineer to oversee pipe laying and other work, in general, only one pipe-laying crew will be permitted to operate at any time under one Inspector. Thus, the number of pipe-laying crews and the number of locations at which pipe may be laid simultaneously under this Contract may be limited by the number of Inspectors assigned by the Engineer to oversee that type of work on the Contract. If the Contractor wishes to lay pipe at more than one location on a given day, or add additional pipe-laying crews, he must notify the Engineer at least two days in advance so that an adequate number of Inspectors may be assigned to the job.

F. ALIGNMENT AND GRADE

1. The Contract Drawings show the proposed line and grade and the location of appurtenances. The Contractor shall not deviate from the alignment unless otherwise prior approval is obtained from the Engineer. Any deviation not approved may result in the rejection of the pipeline work by the Engineer and re-installation by the Contractor at no additional cost to the project.

2. Whenever obstructions not shown on the Contract Drawings are encountered during the progress of the work and interfere to such an extent that an alteration in the Contract Drawings is required, the Engineer shall have the authority to change the Contract Drawings and order a deviation from the line and grade or arrange with the owners of the structures for the removal, relocation, or reconstruction of the obstruction.

3. Where a modification in alignment or construction details causes no change in material quantities, additional labor, time or other associated changes, the modification is to be performed by the Contractor at no additional cost to the project.

G. HAULING AND DISTRIBUTION OF PIPE

1. Pipe, fittings, and accessories shall be loaded and unloaded by lifting with hoists or skidding so as to avoid shock or damage. Under no circumstances shall such materials be dropped. In distributing the material at the site of the work, each piece shall be unloaded opposite or near the place where it is to be laid in the trench. All pipe handling, storage and installation shall be in conformance with the manufacture's recommendations.

H. DEWATERING

1. The Contractor shall provide all necessary pumps, dams, drains, ditches, flumes, well points and other means for excluding and removing water from trenches, tunnels and other parts of the work, and for preventing the slopes from sliding or caving. Dewatering shall not create a hazard or nuisance to the public or result in damage to public or private property. Any discharge to

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a natural stream may require a Discharge Permit from the Colorado Department of Health. Where necessary the Contractor shall obtain the permit and pay all costs associated with the permit. Contractor shall be reimbursed at cost for any dewatering required.

I. EXCAVATION AND BACKFILL

1. Trenches shall be excavated and backfilled in accordance with Item 2.06 "Excavation and Backfill for Structures". Trench width shall be sufficient to allow for proper jointing of the pipe and thorough compaction of the bedding and backfill material under and around the pipe.

J. LOWERING OF PIPE MATERIAL INTO TRENCH

1. Proper implements, tools, and facilities acceptable to the Engineer shall be provided and used by the Contractor for the safe and convenient performance of the work. All pipe materials shall be carefully lowered into the trench piece by piece by means of ropes, or other suitable tools or equipment, in such a manner as to prevent damage to water main materials, joints and protective coatings and linings. Under no circumstances shall water main materials be dropped or dumped in the trench.

2. If damage occurs to any pipe or water main accessories in handling, the damage shall be immediately brought to the Engineer's attention. The Engineer shall prescribe corrective repairs or rejection of the damaged items. Damaged materials shall be promptly removed from the job site.

K. INSPECTION BEFORE INSTALLATION

1. All pipe barrel, bells, and connections shall be carefully examined for cracks and other defects while suspended above the trench immediately before installation in final position. Gasket materials shall be inspected for proper installation and lubrication.

2. In the event that a portion of a length of pipe is damaged, the damaged portion shall be cut off in an approved manner and discarded. The Contractor shall be responsible for any and all damage to material and incur the expense of repairing or replacing same. All rubber gaskets shall be stored in as cool a place as practicable, preferably at 21°C (70°F) or less. Rubber gaskets shall not be exposed to the direct sun for more than 72 hours. The Engineer shall make the final determination of pipe materials quality.

3. Any pipe, coupling, gasket or fittings found to be defective in workmanship or material or so damaged beyond repair shall be subject to rejection by the Engineer and shall be promptly removed from the job site.

L. CLEANING OF PIPE JOINTS

1. All dirt and debris shall be kept clear of the pipe joint during installation of the pipe. The Contractor shall cover the ends of the pipe during construction and at the end of each workday to protect the pipe joints and intrusion of dirt, debris, insects, and vermin.

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M. PIPE INSTALLATION

1. Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the trench. If the pipe laying crew cannot install the pipe in place without intrusion of foreign material, the Engineer may require that a tightly woven canvas bag of suitable size be placed over each end until the connection is made to the adjacent pipe. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe.

2. As each length of pipe is placed in the trench, the spigot end shall be centered in the bell and the pipe forced home and brought to correct line and grade. Cut pipe shall be made smooth with a suitable file. The pipe shall be secured in place with approved backfill material stamped under it except at the bells. Precautions shall be taken to prevent dirt from entering the joint space.

3. Where ground water is present and at times when pipe laying is not in progress, the open ends of pipe shall be kept plugged and watertight with rubber and metal pipe stoppers, or other means approved by the Engineer. The Contractor shall have two of each size required on the job. If water is in the trench, the seal shall remain in place until the trench is completely dry.

4. Where the new main is to be connected into an existing sewer main, the Contractor shall make said connections. All connections shall be made with fittings, tools, and equipment suitable for the size and pipe material to be connected. All cutting, plugging and disconnection of water mains or other similar work shall be done by the Contractor at the Contractor's expense, unless otherwise specified.

5. Prior to the connection into an existing sewer main, the Contractor shall coordinate the isolation of the sewer main section with the Owner to minimize disruption of service. The Contractor shall dig observation pits at all such connections to determine exact size, location, and condition of the existing sewer main.

6. HDPE Pressure Pipe installation shall be in accordance with ASTM D2321, Manufacturer’s recommendations, and this specification.

N. BELL ENDS TO FACE DIRECTION OF LAYING

1. Pipe shall be laid with bell ends facing in the direction of laying, unless otherwise directed by the Engineer. The bell or groove shall point upslope in all cases. Where pipe with bells is installed, additional excavation shall be provided beneath the bell to properly bed the pipe

O. PERMISSIBLE DEFLECTION AT JOINTS

1. Wherever it is necessary to deflect the pipe alignment from a straight line in either the vertical or horizontal plane, the amount of deflection allowed shall not exceed the recommended limits for the type of joint and pipe size. Any deflection not specified on the plans, shall be approved by the Engineer. Maximum deflections shall not exceed the pipe manufacturer's

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recommendations for the type of joint used. The pipe barrel shall not be bent to achieve a deflection in the alignment.

P. PIPE JOINING - PUSH-ON JOINT

1. The inside wall of the bell and the outside of the spigot end shall be thoroughly cleaned to remove oil, grit, and other foreign matter. A thin film of gasket lubricant as supplied by the pipe manufacturer shall be applied according to the pipe manufacturer's recommendations. The gasket material shall be properly installed and inspected prior to joining the pipe sections.

2. The spigot end of the pipe shall be entered into the socket with care used to keep the joint from contacting the ground. The joint shall then be completed by forcing the plain end to the bottom of the socket with a forked tool or jack-type tool or other device approved by the Engineer. Pipe that is not furnished with a depth mark shall be marked before assembly to assure that the spigot end is inserted to the full depth of the joint.

3. The Contractor shall protect the end of the pipe where force is applied during installation. Wood blocking or other suitable material shall be utilized as approved by the Engineer. Any pipe damaged during installation shall be subject to rejection by the Engineer.

4. Field cut pipe lengths shall be filed or ground to resemble the spigot end of the pipe as manufactured. Complete assembly instructions are available from the pipe manufacturer.

Q. PIPE JOINING – POLYETHYLENE PIPE

1. *Heat Fusion Joining*. Joints between plain end pipes and fittings shall be made by butt heat fusion, and joints between the main and saddle branch fittings shall be made using saddle fusion using only procedures that are recommended by the pipe and fitting Manufacturer. The Contractor shall ensure that persons making the heat fusion joints have received training in the Manufacturers recommended procedure. The Contractor shall maintain records of trained personnel, and shall certify that training was received not more than 12 months before commencing construction. External and internal beads shall not be removed.

2. *Heat Fusion Training Services*. Upon request, the Manufacturer shall provide training in the Manufacturer’s recommended butt fusion and saddle fusion procedures to the Contractor’s installation personnel and to inspectors representing the Project Manager.

3. *Butt Fusion of Unlike Wall Thickness*. Butt fusion shall be performed between pipe ends, or pipe ends and fittings outlets of like outside diameter and wall thickness (SDR or DR). Butt fusion joining between like diameter but unlike wall thickness shall not be permitted. Transitions between unlike wall thicknesses shall be made with a transition nipple (anchor length of the heavier wall pipe with one end machined to the lighter wall) or by mechanical means.

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4. POLYETHYLENE PIPE – MECHANICAL JOINGING
If allowed by the Engineer on an individual connection basis, polyethylene pipe and fittings may be joined together or to other materials by means of flanged connections (flange adapters and back-up rings) or mechanical couplings designed for joining polyethylene pipe or for joining polyethylene pipe to another material. Mechanical couplings shall be fully pressure rated and fully thrust restrained such that when installed in accordance with Manufacturer's recommendations, a longitudinal load applied to the mechanical coupling will cause the pipe to yield before the mechanical coupling disjoins. External joint restraints shall not be used in lieu of fully restrained mechanical couplings.

5. POLYETHYLENE PIPE BRANCH CONNECTIONS

Branch connections to the main shall be made with suitable tees.

R. PIPELINE TESTING AND ACCEPTANCE

1. CLEANING

Prior to acceptance of each sewer line, the Contractor shall remove all foreign material, which may cause interruption of flow. When excessive debris has entered or exists in the pipeline, the Engineer may require the Contractor to flush a pneumatic cleaning ball through sewers up to 24 inches in diameter. Larger sewers shall be cleaned by other appropriate methods approved by the Engineer. All dirt and debris shall be prevented from entering the active sewer system by means of watertight plugs or other approved methods.

2. TESTING

a. Infiltration and exfiltration tests shall be conducted on representative portions of the project at the expense of the Contractor. The allowable infiltration or exfiltration rate shall not exceed 50 gallons per inch of diameter per mile of pipe, per day to include manholes.

b. When allowed by the Engineer, the Contractor may perform air tests on the system. The Contractor shall perform tests in accordance with approved test methods and recommended Air Testing Requirements of pipe manufacture, with suitable equipment specifically designed for air testing sewers. A suitable gauge shall be used for readings not to exceed 15# maximum reading. The gauge shall be located at the surface.

c. Should any test on any section of pipeline fail, the Contractor shall at his own expense, locate and repair defective joints or pipe sections. After repairs are completed the lines shall be retested until leakage requirements are met.

d. The Engineer may require the Contractor to inspect by closed circuit television, all new public sewer lines for deficiencies prior to any

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service connections being made. The Contractor shall assist in or facilitate such inspections as may be requested by the Engineer.

4. METHOD OF MEASUREMENT

A. The work will be measured for payment per linear foot of sewer pipe installed, and accepted in place, as measured along its centerline with no deduction in length through the manholes.

5. BASIS OF PAYMENT

A. Sewer pipe will be paid for at the contract until price per linear foot installed and accepted for the size and type listed in the Bid Schedule.

B. Excavation, shoring, backfill, bedding, compaction, dewatering, joints, elbows, concrete collars, connection bands, accessories, testing, and water will not be paid for separately, but shall be included in the work.

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ITEM 11.01 WATER PIPE

1. DESCRIPTION

A. This works consists of furnishing and installing pressure rated pipe for water mains and other appurtenances in accordance with these specifications, the latest revision of the American Water Works Association (AWWA) standard, and American Society for Testing and Materials (ASTM) specification, and in conformity with the details, lines and grades shown on the plans or established.

B. Installation shall consist of excavation, shoring, laying, aligning, and joining pipe, bedding and backfill, flushing, disinfection and testing, and other related work.

C. This work also includes furnishing welded steel pipe used as a casing and not as a carrier pipe and installing it by jacking or other approved methods into place at the location and in conformity with the lines and grades shown on the plans.

2. MATERIALS

A. The Contractor shall install potable water pressure rated pipe of the type, diameter, pressure class, wall thickness and protective coating as shown on the plans and designated in the Bid Schedule. Where applicable, pipe shall be NSF certified for potable water use.

B. Water pipe and fittings shall meet and/or exceed all of the requirements of the latest published standard/specification, at the time of bid for the type of pipe and fittings used:

1. AWWA C151-96 “Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water or other Liquids.”

2. AWWA C150, “Thickness Design of Ductile Iron Pipe.” (Pipe diameters 12 inch and smaller shall be pressure class 350).

3. AWWA C104 “Cement Mortar Lining for Cast Iron and Ductile Iron Pipe and Fittings for Water.” (All Ductile Iron Pipe supplied shall be cement mortar lined).

4. AWWA C111 “Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings”

5. AWWA C900-89 “Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4 in. through 12 in., for Water Distribution.”

6. ASTM 2241 “Polyvinyl Chloride Pressure-Rated Pipe (SDR Series).”

7. ASTM 1785 “Polyvinyl Chloride Pipe (Schedule 80).”

8. AWWA M9, “Concrete Pressure Pipe.”

9. AWWA C200-91 “Standard for Steel Water Pipe 6 in. and Larger.”

10. AWWA C205, "Cement Mortar Protective Lining and Coating for Steel Water Pipe - 4 Inches and Larger - Shop Applied.

11. ASTM D 2239PE, "IPS Polyethylene".

12. AWWA C901, "Polyethylene (PE) Pressure Pipe and Tubing, ½ inch through 3 inch of Water Service".

13. AWWA C906, "Polyethylene (PE) Pressure Pipe and Fittings, 4 inch through 63 inch for Water Distribution"

14. ASTM D 2683, "Socket-Type Polyethylene (PE) Fittings for Outside Diameter-Controlled Polyethylene Pipe and Tubing.

15. ASTM D D3261, "Butt-Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene Plastic Pipe and Tubing".

16. ASTM D 3350, "Standard Specification for Polyethylene Plastics Pipe and Fittings Materials".

C. WELDED STEEL PIPE. Welded steel pipe shall be of the length, diameter and metal thickness shown on the plans and shall conform to the following:

1. Pipe shall conform to the applicable requirements of AWWA Standards C 200, Section 3, manufactured from steel sheets conforming to ASTM A 570/A 570/M, Grade 33 or 36, plates conforming to ASTM A 283/A283M Grade C or D, or ASTM A 572 Grade 290 (42); or it shall be manufactured to meet the requirements of ASTM A 53 Grade B or ASTM A 139 Grade B or C.

2. Surface Preparation and Coating. Inside and outside surfaces shall be blast cleaned with sand, steel grit, steel shot or a combination of steel grit and steel shot to remove mill scale and rust. Structural steel cleaning shall meet the requirements of the Steel Structures Painting Council Surface Preparation Specification No. 6 (SSPC-SP 6, Commercial Blast Cleaning).

3. Welded steel pipe, when used as a casing and not as a carrier pipe, will not require coatings. Sections of the casing shall be welded firmly together on the inside to prevent separation. Certification of the welder/operator will not be required

D. POLYETHYLENE PIPE. Polyethylene pipe shall be of the length, diameter and thickness shown on the plans and shall conform to the following:

1. The same manufacturer shall supply polyethylene pipe and fittings.

2. Polyethylene fabricated fittings shall be made by heat fusion joining specially machined shapes cut from pipe, polyethylene sheet stock, or molded fittings. Fabricated fittings shall be rated for internal pressure service at least equal to the full-service pressure rating of the mating pipe.

3. Flange adapters used with polyethylene pipe shall be made with sufficient through bore length to be clamped in a butt fusion-joining machine without the use of a sub-end holer. The sealing surface of the flange adapter shall be machined with a series of small V-shaped grooves to provide gasketless sealing or to restrain the gasket against blowout.

E. Pipe shall be furnished with integral bell gasketed joints. Standard laying lengths shall be used. Random lengths shall only be used where necessary to meet fitting and/or valve locations.

F. Unless otherwise specified, pipe joints shall be push on type.

G. Joints for fittings necessary for junctions, bends, outlets, connections, etc., to be used in the system shall be as specified in ITEM 11.02, Water Main Valves and Fittings

H. Contractor shall be reimbursed at cost for any dewatering required.

3. CONSTRUCTION REQUIREMENTS

A. Installation and testing shall conform to the latest published standard/specification of AWWA and ASTM, at the time of bid that relates to the type of pipe and fittings being installed.

1. ASTM D 2774, "Standard Recommended Practice for Underground Installation of Thermoplastic Pressure Piping."

2. AWWA M23, "Polyvinyl Chloride (PVC) Pipe Design and Installation."

3. UNI B3, "Recommended Standard for Installation of Polyvinyl Chloride (PVC) Pressure Pipe."

4. AWWA C600-93 "Standard for Installation of Ductile-Iron Water Mains and their Appurtenances.

5. AWWA C605-94, "Standard for Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water"

6. AWWA M11, "Steel Pipe Design and Installation"

7. ASTM A139, "Electric-Fusion (ARC) - Welded Steel Pipe (4 Inches and Over)."

8. AWWA C206, "Field Welding of Steel Water Pipe."

B. Before commencing work, the Contractor shall notify the proper representative of the pipe supplier or manufacturer as necessary for on-the-job instruction to the Contractor, his foreman, the Contractor's inspector, and personnel in the proper methods of installation. The Contractor shall assume all responsibility for strictly enforcing these methods unless otherwise specified or directed by the Engineer.

C. ONE INSPECTOR PER PIPE-LAYING CREW

D. ALIGNMENT AND GRADE

1. The Contract Drawings show the proposed line and grade and the location of appurtenances. The Contractor shall not deviate from the alignment unless prior approval is obtained from the Engineer. Any deviation not approved may result in the rejection of the pipeline work by the Engineer and re-installation by the Contractor at no additional cost to the project.

2. Whenever obstructions not shown on the Contract Drawings are encountered during the progress of the work and they interfere to such an extent that an alteration in the Contract Drawings is required, the Engineer shall have the authority to change the Contract Drawings. He may order a deviation from the line and grade or arrange with the owners of the structures for the removal, relocation, or reconstruction of the obstruction.

3. Where a modification in alignment or construction details causes no change in material quantities, additional labor, time or other associated changes, the modification is to be performed by the Contractor at no additional cost to the project.

E. HAULING AND DISTRIBUTION OF PIPE

1. Pipe, fittings, valves, hydrants, and accessories shall be loaded and unloaded by lifting with hoists or skidding so as to avoid shock or damage. Under no circumstances shall such materials be dropped. In distributing the material at the site of the work, each piece shall be unloaded opposite or near the place where it is to be laid in the trench. All pipe handling, storage and installation shall be in conformance with the manufacture's recommendations.

F. DEWATERING

1. The Contractor shall provide all necessary pumps, dams, drains, ditches, flumes, well points and other means for excluding and removing water from trenches, tunnels, and other parts of the work, and for preventing the slopes from sliding or caving. Dewatering shall not create a hazard or nuisance to the public or result in damage to public or private property. Any discharge to a natural stream may require a Discharge Permit from the Colorado Department of Health. Where necessary the Contractor shall obtain the permit and pay all costs associated with the permit. Contractor shall be reimbursed at cost for any dewatering required.

G. EXCAVATION AND BACKFILL

1. Trenches shall be excavated and backfilled in accordance with Item 2.06 "Excavation and Backfill for Structures." Trench width shall be sufficient to allow for proper jointing of the pipe and thorough compaction of the bedding and backfill material under and around the pipe.

H. LOWERING OF WATER MAIN MATERIAL INTO TRENCH

ITEM 11.01 WATER PIPE

1. Proper implements, tools, and facilities acceptable to the Engineer shall be provided and used by the Contractor for the safe and convenient performance of the work. All pipe materials shall be carefully lowered into the trench piece by piece by means of ropes, or other suitable tools or equipment, in such a manner as to prevent damage to water main materials, joints and protective coatings and linings. Under no circumstances shall water main materials be dropped or dumped in the trench.

2. If damage occurs to any pipe or water main accessories in handling, the damage shall be immediately brought to the Engineer's attention. The Engineer shall prescribe corrective repairs or rejection of the damaged items. Damaged materials shall be promptly removed from the job site.

I. INSPECTION BEFORE INSTALLATION

1. All pipe barrel, bells, spigots and connections shall be carefully examined for cracks and other defects while suspended above the trench immediately before installation in final position. Gasket materials shall be inspected for proper installation and lubrication.

2. In the event that a portion of a length of pipe is damaged, the damaged portion shall be cut off in an approved manner and discarded. Remaining sound portions may be used in cast iron fittings, or in the main with couplings. The Contractor shall be responsible for any and all damage to material and incur the expense of repairing or replacing same. All rubber gaskets shall be stored in as cool a place as practicable, preferably at 21°C (70°F) or less. Rubber gaskets shall not be exposed to the direct sun for more than 72 hours. The Engineer shall make the final determination of pipe materials quality.

3. Any pipe, coupling, sleeve or rubber rings found to be defective in workmanship or material or so damaged beyond repair shall be subject to rejection by the Engineer and shall be promptly removed from the job site.

J. CLEANING OF PIPE JOINTS

1. The outside of the spigot and the inside of the bell shall be wiped clean and dry before the joint lubricant is applied, and the pipe is laid. All dirt and debris shall be kept clear of the pipe joint during installation of the pipe. The Contractor shall cover the ends of the pipe during construction and at the end of each workday to protect the pipe joints and intrusion of dirt, debris, insects, and vermin.

K. PIPE INSTALLATION

1. Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the trench. If the pipe laying crew cannot install the pipe in place without intrusion of foreign material, the Engineer may require that a tightly woven canvas bag of suitable size be placed over each end until the connection is made to the adjacent pipe. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe.
2. As each length of pipe is placed in the trench, the spigot end shall be centered in the bell and the pipe forced home and brought to correct line and grade. Cut pipe shall be made

smooth with a suitable file. The pipe shall be secured in place with approved backfill material stamped under it except at the bells. Precautions shall be taken to prevent dirt from entering the joint space.

3. Where ground water is present and at times when pipe laying is not in progress, the open ends of pipe shall be kept plugged and watertight with rubber and metal pipe stoppers, or other means approved by the Engineer. The Contractor shall have two of each size required on the job. If water is in the trench, the seal shall remain in place until the trench is completely dry.

4. Where the new main is to be connected into an existing main, the Contractor shall make said connections. All connections shall be made with fittings, tools, and equipment suitable for the size and pipe material to be connected. All cutting, plugging and disconnection of water mains or other similar work shall be done by the Contractor at the Contractor's expense, unless otherwise specified.

5. Prior to the connection into an existing main, the Contractor shall coordinate the isolation of the water main section with the Owner to minimize disruption of service. The Contractor shall dig observation pits at all such connections to determine exact size, location, and condition of the existing main.

6. All service or testing taps into the main shall be made by the Contractor. A tapping saddle shall be installed at each tap and is to be compatible to the pipe material or as otherwise specified.

L. CUTTING OF PIPE

1. The cutting of pipe for inserting valves, fittings, or closure pieces shall be done to avoid damage to the pipe and in accordance with the pipe manufacturer recommendations utilizing the proper tools and equipment.

M. BELL ENDS TO FACE DIRECTION OF LAYING

1. Pipe shall be laid with bell ends facing in the direction of laying, unless otherwise directed by the Engineer. Where pipe is laid on a grade of 10 percent or greater, the laying shall start at the bottom and shall proceed upward with the bell ends of the pipe upgrade.

N. PERMISSIBLE DEFLECTION AT JOINTS

1. Wherever it is necessary to deflect the pipe alignment from a straight line in either the vertical or horizontal plane, the amount of deflection allowed shall not exceed the recommended limits for the type of joint and pipe size. Any deflection not specified on the plans, shall be approved by the Engineer. Maximum deflections shall not exceed the pipe manufacturer's recommendations for the type of joint used. The pipe barrel shall not be bent to achieve a deflection in the alignment.

O. PIPE JOINING

ITEM 11.01 WATER PIPE

1. PUSH-ON JOINT. The inside wall of the bell and the outside of the spigot end shall be thoroughly cleaned to remove oil, grit, and other foreign matter. A thin film of gasket lubricant as supplied by the pipe manufacturer shall be applied according to the pipe manufacturer's recommendations. The gasket material shall be properly installed and inspected prior to joining the pipe sections.

   The spigot end of the pipe shall be entered into the socket with care used to keep the joint from contacting the ground. The joint shall then be completed by forcing the plain end to the bottom of the socket with a forked tool or jack-type tool or other device approved by the Engineer. Pipe that is not furnished with a depth mark shall be marked before assembly to assure that the spigot end is inserted to the full depth of the joint.

   The Contractor shall protect the end of the pipe where force is applied during installation. Wood blocking or other suitable material shall be utilized as approved by the Engineer. Any pipe damaged during installation shall be subject to rejection by the Engineer.

   Field cut pipe lengths shall be filed or ground to resemble the spigot end of the pipe as manufactured. Complete assembly instructions are available from the pipe manufacturer.

2. POLYETHYLENE PIPE *Heat Fusion Joining*. Joints between plain end pipes and fittings shall be made by butt heat fusion, and joints between the main and saddle branch fittings shall be made using saddle fusion using only procedures that are recommended by the pipe and fitting Manufacturer. The Contractor shall ensure that persons making the heat fusion joints have received training in the Manufacturers recommended procedure. The Contractor shall maintain records of trained personnel and shall certify that training was received not more than 12 months before commencing construction. External and internal beads shall not be removed.

   Heat Fusion Training Services. Upon request, the Manufacturer shall provide training in the Manufacturer's recommended butt fusion and saddle fusion procedures to the Contractor's installation personnel and to inspectors representing the Project Manager.

   Butt Fusion of Unlike Wall Thickness. Butt fusion shall be performed between pipe ends, or pipe ends and fittings outlets of like outside diameter and wall thickness (SDR or DR). Butt fusion joining between like diameter but unlike wall thickness shall not be permitted. Transitions between unlike wall thicknesses shall be made with a transition nipple (anchor length of the heavier wall pipe with one end machined to the lighter wall) or by mechanical means.

3. POLYETHYLENE PIPE *Mechanical Joining.* If permission is obtained from the Engineer on an individual connection basis, polyethylene pipe and fittings may be joined together or to other materials by means of flanged connections (flange adapters and back-up rings) or mechanical couplings designed for joining polyethylene pipe to polyethylene pipe or to another material. Mechanical couplings shall be fully pressure rated and fully thrust restrained such that when installed in accordance with Manufacturer's recommendations, a longitudinal load applied to the mechanical coupling will cause the

pipe to yield before the mechanical coupling disjoins. External joint restraints shall not be used in lieu of fully restrained mechanical couplings.

4. POLYETHYLENE PIPE BRANCH CONNECTIONS

Branch connections to the main shall be made with suitable tees.

P. THRUST BLOCKS AND ANCHORS

1. At all locations along the pipeline subject to reactive forces while the pipeline is pressurized, poured in place concrete thrust blocks, formed with plywood and anchors shall be installed as detailed on the plans. These locations include but are not limited to bends, plugs, and caps, tees, reducers, valves, and hydrants. Concrete thrust blocks and anchors shall be of the minimum size and installed as detailed on the plans. Also reference ITEM 11.02 "Water Main Valves and Fittings" for construction requirements.

Q. JACKED PIPE

1. The term "jacking" as used herein shall mean jacking, directional boring, or other approved construction methods. Method of installing pipe other than jacking may be used only with written approval from the Engineer. Trenching, jetting, or any other method that may cause damage to the embankment, foundations, roadway area, or be hazardous to the traveling public will not be permitted. When jacking is specified, the pipe must be jacked without disrupting roadway traffic.

2. The sides of the jacking pit shall be supported in such a manner as to prevent any movement or slippage of the earth during the jacking operations.

3. A jacking frame shall be constructed of guide timbers or rails to the exact line and grade of the casing and shall be capable of maintaining the desired alignment and gradient throughout the jacking operation.

4. Depending upon the soil conditions, the excavation operation inside the pipe shall proceed approximately 1 foot ahead of the lead pipe. The excavation around the pipe shall be cut accurately to line and grade and as reasonably close to the outside diameter of the pipe as possible.

5. Each section of pipe in its final position shall be straight and true in alignment and grade. Deviation in alignment and grade from beginning to end of the jacked pipe shall not exceed plus or minus 0.3 foot per 100 feet of length.

R. PRESSURE AND LEAK TESTING

1. The Contractor shall fill and flush the pipeline prior to pressure and leakage testing and disinfection of the water system. The lines shall be filled by the Owner's representative or by the Contractor under the supervision of the Owner's representative.

2. The lines shall be filled slowly to prevent entrapping air. The lines shall then be flushed at blowoffs or at hydrants. Valves shall be opened and closed slowly to prevent excess surges while maintaining positive pressure in the system at all times. Disposal of the water flushed from the pipeline shall not cause erosion, a nuisance or disrupt traffic.

3. The Contractor will be required to perform a pressure and leakage test of the water mains, valves, and fittings in the system constructed (not service lines 2 inches in diameter or less). Where any section of main is provided with concrete thrust blocks, the test shall not be made until at least 5 days have elapsed after the concrete was placed. If high-early strength cement is used in the concrete thrust blocks, the test shall be made after 48 hours.

4. The Contractor shall utilize fire hydrants where available on the pipeline to conduct the tests. When necessary, additional taps into the pipeline may be required to perform the testing. The Contractor shall supply all required materials and equipment required for testing and additional tapping of the pipeline. The tests shall be conducted in the presence of the Engineer.

5. The pipeline segment to be tested (**NOT TO EXCEED 1000 FEET IN LENGTH)** shall be isolated and approved by the Engineer. The pipeline or segment shall be filled with water and subjected to a pressure and leakage test with water as set forth in AWWA Standard C605. Each separate lateral shall be tested. Any excessive leakage, as determined by the Engineer, shall be located and repairs made. Should the pipeline or segments tested exceed permissible leakage limits, the Contractor shall excavate and locate the source of leakage and make repairs. After the Contractor has notified the Engineer that repairs have been made, the test shall be repeated, at the Contractors expense, until the pipeline or segment test results are within the specified limits.

S. DISINFECTION

1. All mains, valves, hydrants, hydrant connections and other appurtenances installed under this Contract shall, upon completion of all water supply related construction, be disinfected in accordance with AWWA Standard C651 and any additional requirements of the Owner or Engineer. The water main shall be isolated from any existing in-service line to prevent any cross connections with the existing line.

2. The Contractor, under the supervision of the Engineer or Owner, shall take water samples and have the samples tested by an approved laboratory. The samples shall be prepared, taken, stored in containers, and handled by the methods required by the testing laboratory standards. If initial testing is unsatisfactory with the health department standards or as determined by the Engineer, the Contractor shall disinfect and retest the water main. This procedure shall be repeated until satisfactory results are obtained at the Contractor's expense. **NO PORTION OF THE WATER MAIN SHALL BE TAPPED FOR SERVICE UNTIL THE LINE HAS BEEN INSPECTED, DISINFECTED AND ACCEPTED**.

3. The Owner will furnish water to the Contractor at no cost for flushing, testing, and disinfecting the pipeline, if hydrants or other connections are convenient to the work. Otherwise, the Contractor shall be responsible for securing a water supply acceptable to

the Engineer at no additional cost to the Owner. The wasteful use of furnished water will not be allowed.

4. Mains shall be drained through hydrants, blowoffs, and air vents.

5. Hydrants or blowoffs shall not be connected to any sewer, submerged in any stream, or be installed in any other manner that will permit back siphonage into the distribution system. The discharge and disposal of water used for disinfection shall comply with all state and federal requirements.

4. METHOD OF MEASUREMENT

A. Water lines of the various types and sizes will be measured by the linear foot installed, and accepted in place, as measured along its centerline without deduction for valves, fittings, and special castings.

B. The quantity of encasement and jacked pipe will be measured by the linear foot complete in place and accepted.

5 BASIS OF PAYMENT

A. Water pipe and welded steel pipe used for encasements will be paid for at the contract unit price per linear foot installed and accepted for the size and type that appear in the Bid Schedule.

B. Excavation, shoring, backfill, bedding, compaction, dewatering, flushing, pressure testing, disinfect ion and water will not be paid for separately, but shall be included in the work.

C. All work incidental to installing encasement and jacked pipe will not be measured and paid for separately but shall be included in the work.

TOWN OF GRAND LAKE
BOARD OF TRUSTEES
RESOLUTION NO. 46 – 2024

A RESOLUTION OF THE BOARD OF TRUSTEES APPROVING THE IMPROVEMENTS AGREEMENT – LUCY LANE ROADWAY EXTENSION

WHEREAS, the Board of Trustees (the "Board") of the Town of Grand Lake, Colorado, pursuant to Colorado statute, is vested with the authority of administering the affairs of the Town of Grand Lake, Colorado (the "Town"); and

WHEREAS, the Town approved Ordinance 07-2023 annexing roughly nine (9) acres of undeveloped property (the "Property") owned by Genette Simpkins Revocable Living Trust (the "Developer") into the Town; and

WHEREAS, pursuant to the terms of the annexation Ordinance 07-2023, the Town was required to construct a basic roadway to an extremely minimal standard and the Developer was to install, *inter alia*, additional improvements such as water and waste water lines and related utilities; and

WHEREAS, the Town and Developer determined it was in the mutual best interest of each party to negotiate a single contract for both the Town roadway and the Developer required improvements with a single contractor to complete the entire project (the "Project"); and

WHEREAS, the Town published a properly notice solicitation of bids for the Project and selected a responsive bid for the Project from Evergreen Excavation (the "Excavator"); and

WHEREAS, the Town and Developer negotiated with the Excavator an Improvements Agreement for Lucy Lane Roadway Extension (the "Agreement"), attached hereto as Exhibit 1 and incorporated herein, for construction of a roadway, water and waste water and related utilities to be constructed on the Property; and

WHEREAS, the Agreement sets forth the cost of the Town Improvements for which the Town will be solely responsible as well as the Developer Improvements, for which the Developer will be solely responsible; and

WHEREAS, the Board of Trustees has reviewed the Agreement as well as the recommendation of staff and desires to enter into the Agreement.

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

1. The Board of Trustees hereby approve the Improvement Agreement – Lucy Lane Roadway Extension, inclusive of its attached exhibits, dated August __, 2024, attached hereto as **Exhibit 1** and incorporated herein.

2. The Mayor or his designee is authorized and directed to sign the Agreement and take any steps necessary to fulfill the requirements of the Agreement.

3. The Town shall only be responsible for the Town Improvements as explicitly set forth in the Agreement.

4. 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.

5. 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 BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 12TH DAY OF AUGUST, 2024.

(S E A L)

Votes Approving: __
Votes Opposed: __
Absent: __
Abstained: __

ATTEST:

_____
Alayna Carrell
Town Clerk

TOWN OF GRAND LAKE

Steve Kudron, Mayor

Request for Board Action

Meeting Date: 8/12/2024

Agenda Item No: 9F	Department: Administration	Presenter: Carrell

ITEM:

Approve/Deny a New Special Event Permit from the Town of Grand Lake for Their "CDT Camping" Event and Approval of Resolution 51-2024, Setting Certain Fees for the Town of Grand Lake's Special Event

BACKGROUND:

At the June 24, 2024, Board of Trustees workshop, the Board gave permission to allow camping for CDT hikers for the week of July 4th.

Per Town of Grand Lake Municipal Code, 7-6-15, Camping on Public Property Prohibited.

> It shall be unlawful for any person to camp or to sleep overnight in a vehicle on any public right-of-way or any property owned or leased by the Town unless such right-of-way or property has been specifically designated and posted by the Town for overnight camping. The Board of Trustees or Mayor may designate property to be used for temporary camping for events that have obtained a Special Use Permit for that event.

On July 30, 2024, staff was directed to complete a Special Use Permit and follow the Town of Grand Lake Municipal Code, 12-2-31, Special and Conditional Use Regulations. One of the requirements for a Special Use Permit is to go before the Planning Commission, by the time this requirement would have been completed, the event would have been close to being over.

On August 7, 2024, I received a Special Event Application to extend the CDT camping until Fall 2024. Staff was directed to proceed with the Special Event Permit Application and will provide education to staff so next year proper procedures are followed.

This is considered a "new event" with the Town of Grand Lake who is requesting the $250.00 "new event" fee to be waived by Resolution 51-2024.

SUGGESTED MOTIONS

I make a motion to approve/(deny) **a New Special Event Permit from the Town of Grand Lake for Their "CDT Camping" Event and Approval of Resolution 51-2024, Setting Certain Fees for the Town of Grand Lake's Special Event.**

Town Of Grand Lake
Special Event Permit (SEP) Application

For a one-day Special Event, this application must be submitted at least 30 days prior. If the special event is for more than one day or involves liquor, this application must be submitted at least 90 days prior. This application must be submitted in full, with all required supporting documentation, to be considered for approval.

A permit will not be issued if the applicant is delinquent on any accounts of the Town or any of its enterprise funds.

Contact Information

Contact Person Name: Katie Hearsum Phone Number: ,

Address: Grand Lake Center City: Grand Lake

State: CO Zip: 80447 Email: Khearsum@toglco.com

Organization or Entity Information

Organization: Town of Grand Lake Phone Number: (970) 627-3435

Address: 1026 Park Ave. City: Grand Lake

State: CO Zip: 80447 Email: Khearsum@toglco.com

Event Information

Event Name: CDT Camping Dates of Event: Summer/Fall 2024

Is this the first occurrence of the event? ☒ Yes ☐ No

During Event Contact: Grand Lake Center Phone Number: (970) 627-2415

Post Event Clean-up Contact: Same Phone Number: Same

Event Details

Document Check List

The following items must be submitted with the application. If no applicable, please note NA.

Documents	Included in Application	Received By Town
Site Plan – Including the following:		
Dimensions and Locations of Specific Activities	✓	
Delineation for Liquor Service & Consumption	—	
Ingress and Egress Points	✓	
Off-Street Parking and Track Circulation	—	
Location of Any Signage	✓	
Trash Can/Dumpster Location	—	
Restrooms/Porta-Potties Location	✓	
Copies of Colorado and Grand Lake Sales Tax Licenses	—	
Copy of Government or Non-Profit Status	—	
Copy of Grand Lake Business License and/or Peddler's Applications	—	
Copy of Liquor License Application or License	—	
Endorsed Liability Insurance - Town of Grand Lake Listed as Additional Insured	✓	
Fees Paid (New event fee $250.00 and/or $250.00 refundable damage deposit)	—	
Any Additional Information or Documents Which Pertain to the Event or this Application	—	

Event Details Continued

Please answer the following questions in detail. If more space is needed to adequately respond to the questions, please attach them to this application; note in the space given where to fine the response in the additional documentation.

What is the precise nature of the event: Assisting CDT recreationists with last-minute lodging option during busy tourism season

Detail the itinerary (dates & times) for event and clean-up: Public Works to remove fence & bear locker when hiking season ends

List all Town facilities or parks to be used for the event: Grand Lake Center (behind the building by the playground)

Please fill out the Facility Rental Application for each facility to be utilized

State the compatibility with the surrounding properties and how the event will impact the neighboring businesses. Comments from surrounding businesses may be requested. No impact expected

List exact dates, times, and locations of requested street closures or blocking of parking spaces: None

What is the anticipated impact to on-street parking: None

Detail planned signage for the event including dimensions of signs, locations, dates placed & removed: CDT Gateway Community banner placed on chain link fence on Center Dr. behind building by modular units

Detail trash and waste plan, including placement & removal or containers and post event clean up: A portable toilet placed directly behind building - billed monthly

List any special requests or services to be provided by the town such as electricity sprinkler shut-off, sound system use, marquee announcement, use of Town Park kiosk: Assistance from Public Works staff with fence & bear locker setup/teardown

By signing below the applicant acknowledges they have received, reviewed, and understands the requirements set forth in Municipal Code Chapter 11: Municipal Property Regulations, including the notes bellow*. The applicant further acknowledges the information contained on the application is true and correct and that submission of false information shall be cause for the SEP to be immediately revoked without notice or hearing. During the event, the SEP shall be available and presented upon demand at the location of the Special Event.

- Clean-up must be completed within 24 hours of the end of the event. If this is not accomplished the Town Staff will finish the clean-up resulting in a $50.00 per hour per staff member charge to the even organization and no refunding of the damage deposit.
- No stakes may be used in any town park
- No alcohol is allowed unless a Special Event Liquor Permit has been issued

Signature

8/7/2024
Date

For questions contact the town: Phone: 970-627-3435 Email: town@togjco.com

Grand Lake Area Historical Society
Grand County Water Information Network
PORTABLE TOILET
SIGN HERE
Grand Lake Center
Recently viewed
Community Church of the Rockies
Center Dr
Center Dr
Center Dr
Center Dr
Shadow Mountain Dr
Shadow Mountain Dr
611
615
619
621
625
Marina Dr
Marina Dr
Marina Dr
Marina Dr
Google

Request for Board Action

Meeting Date: 8/12/2024

Agenda Item No: 9G	Department: Administration	Presenter: Carrell

ITEM:

Approve/Deny a Concurrent Liquor License Transfer of a Hotel & Restaurant Liquor License from Frontier El Pacifico, LLC. to La Cucina Italiana Dello Chef Neil, LLC.

BACKGROUND:

On July 29, 2024, I received a partially completed Concurrent Liquor License Transfer of a Hotel & Restaurant Liquor License from Frontier El Pacifico, LLC. to La Cucina Italiana Dello Chef Neil, LLC at 920 Grand Avenue. Over the last few weeks, I have worked with the applicant to complete their packet. All items have been reviewed by the Town Attorney.

Requirement for the age of applicant was met.

Upon fingerprint results received from the Colorado Bureau of Investigation, there were no results found on the applicant.

The only factors the Local Liquor Licensing Authority permitted to consider in such a transfer are the following:

(1) the age of the applicant (ie. they are older than 21)
(2) the moral character of the applicant as described in C.R.S. § 44-3-307

SUGGESTED MOTIONS

I make a motion to approve/(deny) **a Concurrent Liquor License Transfer of a Hotel & Restaurant Liquor License from Frontier El Pacifico, LLC. to La Cucina Italiana Dello Chef Neil, LLC.**

DR 8404 (03/26/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

RECE
JUL 29 2024

Colorado Liquor Retail License Application

*** Note that the Division will not accept cash** ☐ **Paid by Check** ☐ **Paid Online** **Date Uploaded to MoveIt**

☐ **New License** ☐ **New-Concurrent** ☒ **Transfer of Ownership** ☐ **State Property Only** ☐ **Master file**

- **All answers must be printed in black ink or typewritten**
- **Applicant must check the appropriate box(es)**
- **Applicant should obtain a copy of the Colorado Liquor and Beer Code:** *SBG.Colorado.gov/Liquor*

Applicant is applying as a/an ☐ Individual ☑ Limited Liability Company ☐ Association or Other ☐ Corporation ☐ Partnership (includes Limited Liability and Husband and Wife Partnerships)

Applicant Name If an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation
LA Cucina Italiana Dello Chef Neil LLC

FEIN Number

State Sales Tax Number

Trade Name of Establishment (DBA)
La Cucina Italiana Dello Chef Neil

Business Telephone

Address of Premises (specify exact location of premises, include suite/unit numbers)
920 Grand Ave

City: Grand Lake | County: Grand | State: Co | ZIP Code: 80447

Mailing Address (Number and Street) | City or Town | State | ZIP Code

Email Address

If the premises currently has a liquor or beer license, you **must** answer the following questions.

Present Trade Name of Establishment (DBA)
Frontier el Pacifico

Present State License Number	Present Class of License	Present Expiration Date
03 194 62	Hotel / Rest-City	8.15.2024

Section A Nonrefundable application fees*

- ☐ Application Fee for New License $1,100.00
- ☒ Application Fee for New License with Concurrent Review $1,200.00
- ☒ Application Fee for Transfer $1,100.00

Section B Liquor License Fees*

- ☐ Add Optional Premises to H & R ..... $100.00 X [ ] Total [ ]
- ☐ Add Sidewalk Service Area $75.00
- ☐ Arts License (City) $308.75
- ☐ Arts License (County) $308.75
- ☐ Beer and Wine License (City) $351.25
- ☐ Beer and Wine License (County) $436.25
- ☐ Brew Pub License (City) $750.00
- ☐ Brew Pub License (County) $750.00
- ☐ Campus Liquor Complex (City) $500.00
- ☐ Campus Liquor Complex (County) $500.00
- ☐ Campus Liquor Complex (State) $500.00
- ☐ Club License (City) $308.75
- ☐ Club License (County) $308.75
- ☐ Distillery Pub License (City) $750.00
- ☐ Distillery Pub License (County) $750.00
- ☐ Hotel and Restaurant License (City) $500.00
- ☐ Hotel and Restaurant License (County) $500.00
- ☐ Hotel and Restaurant License with one optional premises (City) $600.00
- ☐ Hotel and Restaurant License with one optional premises (County) $600.00

Section B Liquor License Fees* (Continued)

☐ Liquor–Licensed Drugstore (City)	$227.50
☐ Liquor–Licensed Drugstore (County)	$312.50
☐ Lodging & Entertainment - L&E (City)	$500.00
☐ Lodging & Entertainment - L&E (County)	$500.00
☐ Manager Registration - H & R	$30.00
☐ Manager Registration - Tavern	$30.00
☐ Manager Registration - Lodging & Entertainment	$30.00
☐ Manager Registration - Campus Liquor Complex	$30.00
☐ Optional Premises License (City)	$500.00
☐ Optional Premises License (County)	$500.00
☐ Racetrack License (City)	$500.00
☐ Racetrack License (County)	$500.00
☐ Resort Complex License (City)	$500.00
☐ Resort Complex License (County)	$500.00
☐ Related Facility - Campus Liquor Complex (City)	$160.00
☐ Related Facility - Campus Liquor Complex (County)	$160.00
☐ Related Facility - Campus Liquor Complex (State)	$160.00
☐ Retail Gaming Tavern License (City)	$500.00
☐ Retail Gaming Tavern License (County)	$500.00
☐ Retail Liquor Store License - Additional (City)	$227.50
☐ Retail Liquor Store License - Additional (County)	$312.50
☐ Retail Liquor Store (City)	$227.50

Section B Liquor License Fees* (Continued)

- ☐ Retail Liquor Store (County) $312.50
- ☐ Tavern License (City) $500.00
- ☐ Tavern License (County) $500.00
- ☐ Vintners Restaurant License (City) $750.00
- ☐ Vintners Restaurant License (County) $750.00

Questions? Visit: SBG.Colorado.gov/Liquor for more information

Do not write in this space - For Department of Revenue use only

Liability Information

License Account Number

Liability Date

License Issued Through (Expiration Date)

Total

$

Application Documents Checklist and Worksheet

Instructions: This checklist should be utilized to assist applicants with filing all required documents for licensure. **All** documents must be properly signed and correspond with the name of the applicant exactly. **All** documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.
Questions? Visit: *SBG.Colorado.gov/Liquor* **for more information**

Items submitted, please check all appropriate boxes completed or documents submitted

I. Applicant information

- ☐ Applicant/Licensee identified
- ☐ State sales tax license number listed or applied for at time of application
- ☐ License type or other transaction identified
- ☐ Return originals to local authority (additional items may be required by the local licensing authority)
- ☐ All sections of the application need to be completed
- ☐ Master file applicants must include the Application for Master File form DR 8415 and applicable fees to this Retail License Application

II. Diagram of the premises

- ☐ No larger than 8½" X 11"
- ☐ Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)
- ☐ Separate diagram for each floor (if multiple levels)
- ☐ Return originals to local authority (additional items may be required by the local licensing authority)
- ☐ Kitchen - identified if Hotel and Restaurant
- ☐ Bold/Outlined Licensed Premises

III. Proof of property possession (One Year Needed)

- ☐ Deed in name of the applicant (or) (matching Applicant Name provided on page 1) date stamped / filed with County Clerk
- ☐ Lease in the name of the applicant (or) (matching Applicant Name provided on page 1)
- ☐ Lease assignment in the name of the applicant with proper consent from the landlord and acceptance by the applicant
- ☐ Other agreement if not deed or lease. (matching Applicant Name provided on page 1)

IV. Background information (DR 8404-I) and financial documents

☐ Complete DR 8404-I for each principal (individuals with more than 10% ownership, officers, directors, partners, members)

☐ Fingerprints taken and submitted to the appropriate Local Licensing Authority through an approved State Vendor. Master File applicants submit results to the State

Do not complete fingerprint cards prior to submitting your application.

The Vendors are as follows:

IdentoGO

Appointment Scheduling Website: *https://uenroll.identogo.com/workflows/25YQHT*

Phone: 844-539-5539 (toll-free)

IdentoGO FAQs: *https://www.colorado.gov/pacific/cbi/identification-faqs*

State Liquor Code for IdentoGO: 25YQHT

Colorado Fingerprinting

Appointment Scheduling Website: *http://www.coloradofingerprinting.com/cabs/*

Phone: 720-292-2722 833-224-2227 (toll free)

State Liquor Code for Colorado Fingerprinting: C030LIQI

☐ Purchase agreement, stock transfer agreement, and/or authorization to transfer license

☐ List of all notes and loans (Copies to also be attached)

V. Sole proprietor/husband and wife partnership (if applicable)

☐ Form DR 4679 Lawful Presence Affidavit

☐ Copy of State issued Driver's License or Colorado Identification Card for each applicant

VI. Corporate applicant information (if applicable)

☐ Certificate of Incorporation

☐ Certificate of Good Standing

☐ Certificate of Authorization if foreign corporation (out of state applicants only)

VII. Partnership applicant information (if applicable)

☐ Partnership Agreement (general or limited).

☐ Certificate of Good Standing

VIII. Limited Liability Company applicant information (if applicable)

☐ Copy of articles of organization

☐ Certificate of Good Standing

☐ Copy of Operating Agreement (if applicable)

☐ Certificate of Authority if foreign LLC (out of state applicants only)

IX. Manager registration for Hotel and Restaurant, Tavern, Lodging & Entertainment, and Campus Liquor Complex licenses when included with this application

☐ $30.00 fee

☐ If owner is managing, no fee required

1. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?..... ○ Yes ⊘ No

2. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):

   a. Been denied an alcohol beverage license?..... ○ Yes ⊘ No

   b. Had an alcohol beverage license suspended or revoked?..... ○ Yes ⊘ No

   c. Had interest in another entity that had an alcohol beverage license suspended or revoked?..... ○ Yes ⊘ No

   If you answered yes to a, b or c above, explain in detail on a separate sheet.

3. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years?..... ○ Yes ⊘ No

If "yes", explain in detail.

4. Are the premises to be licensed within 500 feet, of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?..... ○ Yes ⊘ No

or

Waiver by local ordinance? ○ Yes ⊘ No

Other

5. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... ○ Yes ⊘ No

6. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,0000? **NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS..... ○ Yes ⊗ No

For additional Retail Liquor Store only.

a. Was your Retail Liquor Store License issued on or before January 1, 2016?.... ○ Yes ⊗ No

b. Are you a Colorado resident?..... ⊗ Yes ○ No

7. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any **current** financial interest in said business including any loans to or from a licensee..... ○ Yes ⊗ No

8. Does the applicant, as listed on line 2 of this application, **have legal possession of the premises by ownership**, lease or other arrangement?..... ⊗ Yes ○ No

○ Ownership ⊗ Lease ○ Other (Explain in detail)

a. If leased, list name of landlord and tenant, and date of expiration, **exactly** as they appear on the lease:

Landlord	Tenant	Expires
Jesus Varela	Joseph Bernardo	6.13.2029

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question on page 9..... ○ Yes ⊗ No

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8½" X 11".

9. Who, besides the owners listed in this application (including persons, firms, partnerships, corp limited liability companies) will loan or give money, inventory, furniture or equipment to or for us business; or who will receive money from this business? Attach a separate sheet if necessary.

Last Name	First Name	
Date of Birth (MM/DD/YY)	**FEIN or SSN Number**	**Interest/Percentage**
Last Name	**First Name**	
Date of Birth (MM/DD/YY)	**FEIN or SSN Number**	**Interest/Percentage**
Last Name	**First Name**	
Date of Birth (MM/DD/YY)	**FEIN or SSN Number**	**Interest/Percentage**

Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.

10. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:
Has a local ordinance or resolution authorizing optional premises been adopted?.... ○ Yes ⊘ No

Number of additional Optional Premise areas requested. (See license fee chart)

For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.

11. Liquor Licensed Drugstore (LLDS) applicants, answer the following:

a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?..... ○ Yes ⊘ No

If "yes" a copy of license must be attached.

12. Club Liquor License applicants answer the following: **Attach a copy of applicable docum**

a. Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?..... ○ Yes ⊗ No

b. Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?..... ○ Yes ⊗ No

c. How long has the club been incorporated?.....

d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?..... ○ Yes ⊗ No

13. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

a. Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)..... ○ Yes ⊗ No

14. Campus Liquor Complex applicants answer the following:

a. Is the applicant an institution of higher education?..... ○ Yes ⊗ No

b. Is the applicant a person who contracts with the institution of higher education to provide food services?..... ○ Yes ⊗ No

If "yes" please provide a copy of the contract with the institution of higher education to provide food services.

15. For all on-premises applicants.

a. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application - DR 8000 and fingerprints.

Last Name of Manager

First Name of Manager

16. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number..... ○ Yes ⊗ No

Name

Type of License

Account Number

17. Related Facility - Campus Liquor Complex applicants answer the following:

a. Is the related facility located within the boundaries of the Campus Liquor Complex?..... ○ Yes ☒ No

If yes, please provide a map of the geographical location within the Campus Liquor Complex.

If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.

b. Designated Manager for Related Facility - Campus Liquor Complex

Last Name of Manager	First Name of Manager

18. Tax Information.

a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?..... ○ Yes ☒ No

b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?..... ○ Yes ☒ No

If applicant is a corporation, partnership, association or limited liability company, applicant must list all **Officers, Directors, General Partners, and Managing Members**. In addition, applicant must list any stockholders, partners, or members with **ownership of 10% or more in the applicant. All persons listed below** must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.

Name | Date of Birth (MM/DD/YY)

Street Address

City | State | ZIP Code | Position | %Owned

Name | Date of Birth (MM/DD/YY)

Street Address

City | State | ZIP Code | Position | %Owned

Name | Date of Birth (MM/DD/YY)

Street Address

City | State | ZIP Code | Position | %Owned

Name | Date of Birth (MM/DD/YY)

Street Address

City | State | ZIP Code | Position | %Owned

Name | Date of Birth (MM/DD/YY)

Street Address

City | State | ZIP Code | Position | %Owned

Name | Date of Birth (MM/DD/YY)

Street Address

City | State | ZIP Code | Position | %Owned

** If applicant is owned 100% by a parent company, please list the designated principal officer on above.

** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)

** If total ownership percentage disclosed here does not total 100%, applicant must check this box:

☐ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.

Oath Of Applicant

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Colorado Liquor or Beer and Wine Code which affect my license.

Printed Name	Title
Joseph Bammel	Owner

Authorized Signature	Date (MM/DD/YY)
Joseph Bammel	7.29.2024

Report and Approval of Local Licensing Authority (City/County)

Date application filed with local authority	Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)
July 29, 2024	August 12, 2024

For Transfer Applications Only - Is the license being transferred valid?..... ☒ Yes ○ No

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

☑ Fingerprinted

☑ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license
(Check One)

○ Date of inspection or anticipated date _____

☒ Will conduct inspection upon approval of state licensing authority

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,0000? ..... ○ Yes ○ No

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,0000? ..... ○ Yes ○ No

NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period? ..... ○ Yes ○ No

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. **Therefore, this application is approved.**

Local Licensing Authority for

Telephone Number

○ Town, City
○ County

Printed Name

Title

Signature

Date (MM/DD/YY)

Printed Name

Title

Signature

Date (MM/DD/YY)

DR 8495 (02/16/24)
COLORADO DEPARTMENT OF REVENUE
Liquor Enforcement Division
PO BOX 17087
Denver CO 80217-0087
(303) 205-2300

Tax Check Authorization, Waiver, and Request to Release Information

I, Joseph Barruada.

am signing this Tax Check Authorization, Waiver and Request to Release Information (hereinafter "Waiver") on behalf of

(the "Applicant/Licensee")

Joseph Barruada / LA Cucina Italiana Deli-check

to permit the Colorado Department of Revenue and any other state or local taxing authority to release information and documentation that may otherwise be confidential, as provided below. If I am signing this Waiver for someone other than myself, including on behalf of a business entity, I certify that I have the authority to execute this Waiver on behalf of the Applicant/Licensee.

The Executive Director of the Colorado Department of Revenue is the State Licensing Authority, and oversees the Colorado Liquor Enforcement Division as his or her agents, clerks, and employees. The information and documentation obtained pursuant to this Waiver may be used in connection with the Applicant/Licensee's liquor license application and ongoing licensure by the state and local licensing authorities. The Colorado Liquor Code, section 44-3-101. et seq. ("Liquor Code"), and the Colorado Liquor Rules, 1 CCR 203-2 ("Liquor Rules"), require compliance with certain tax obligations, and set forth the investigative, disciplinary and licensure actions the state and local licensing authorities may take for violations of the Liquor Code and Liquor Rules, including failure to meet tax reporting and payment obligations.

The Waiver is made pursuant to section 39-21-113(4), C.R.S., and any other law, regulation, resolution or ordinance concerning the confidentiality of tax information, or any document, report or return filed in connection with state or local taxes. This Waiver shall be valid until the expiration or revocation of a license, or until both the state and local licensing authorities take final action to approve or deny any application(s) for the renewal of the license, whichever is later. Applicant/Licensee agrees to execute a new waiver for each subsequent licensing period in connection with the renewal of any license, if requested.

By signing below, Applicant/Licensee requests that the Colorado Department of Revenue and any other state or local taxing authority or agency in the possession of tax documents or information, release information and documentation to the Colorado Liquor Enforcement Division, and is duly authorized employees, to act as the Applicant's/Licensee's duly authorized representative under section 39-21-113(4), C.R.S., solely to allow the state and local licensing authorities, and their duly authorized employees, to investigate compliance with the Liquor Code and Liquor Rules. Applicant/Licensee authorizes the state and local licensing authorities, their duly authorized employees, and their legal representatives, to use the information and documentation obtained using this Waiver in any administrative or judicial action regarding the application or license.

Name (Individual/Business)

Joseph Barracuda / Cucina Italiana dello Chef Deli

Social Security Number/Tax Identification Number

Home Phone Number

Business/Work Phone Number

Street Address

920 Grand Ave

City

Grand Lake

State

CO

ZIP Code

80447

Printed name of person signing on behalf of the Applicant/Licensee

Joseph Barracuda - Applicant.

Applicant/Licensee's Signature (Signature authorizing the disclosure of confidential tax information)

Date Signed

7.29.24

Privacy Act Statement

Providing your Social Security Number is voluntary and no right, benefit or privilege provided by law will be denied as a result of refusal to disclose it. § 7 of Privacy Act, 5 USCS § 552a (note).

TOWN OF GRAND LAKE
BOARD OF TRUSTEES
ORDINANCE NO. 06-2024

AN ORDINANCE AMENDING SECTIONS 2-8-1, 2-9-1, AND 2-10-1 OF THE GRAND LAKE TOWN CODE TO ADDRESS SUPERVISION OF THE TOWN CLERK, TOWN CLERK PRO TEM, AND TOWN TREASURER

WHEREAS, the Board of Trustees of the Town of Grand Lake, Colorado, pursuant to Colorado Statute and the Grand Lake Town Code is vested with the authority of administering the affairs of the Town of Grand Lake, Colorado; and

WHEREAS, Sections 2-8-1, 2-9-1, and 2-10-1 authorize the Board of Trustees to appoint the Town Clerk, Town Clerk Pro Tem, and Town Treasurer, respectively; and

WHEREAS, by virtue of the Board of Trustees' authority to appoint the Town Clerk, Town Clerk Pro Tem, and Town Treasurer, the Board of Trustees also has the implicit authority to terminate such appointed officers of the Town; and

WHEREAS, the Grand Lake Town Code does not expressly address who has the authority to supervise the Town Clerk, Town Clerk Pro Tem, and Town Treasurer; and

WHEREAS, the Board of Trustees has hired a Town Manager, sometimes referred to in the Town Code as the Town Administrator, to, among other things, be responsible to the Board for the efficient administration of all administrative departments of the Town government; and

WHEREAS, while the Board of Trustees deems it appropriate for the Board to retain the authority to hire and fire the Town Clerk, Town Clerk Pro Tem, and Town Treasurer, as provided by Colorado statute and Grand Lake Town Code, the Board finds that it is appropriate to vest all other supervisory control and authority over the Town Clerk, Town Clerk Pro Tem, and Town Treasurer, in the Town Manager, as part of the Manager's responsibility for efficient administration of the administrative departments of the Town; and

WHEREAS, to ensure the uninterrupted operation of the administration of the Town and avoid any confusion as to the supervisory control and authority over the Town Clerk, Town Clerk Pro Tem, and Town Treasurer, the Board of Trustees finds that this Ordinance should be adopted as an emergency ordinance as set forth below to take effect immediately.

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE AS FOLLOWS:

1. Section 2-8-1 of the Grand Lake Town Code is hereby amended by adding the underlined language to read in its entirety as follows:

2-8-1 Appointment

The Board of Trustees, at its first meeting after each regular election, shall appoint some qualified person as Town Clerk. The Town Clerk shall be subject to the supervision of the Town Manager, including imposition of discipline up to but not including termination, which is reserved to the Board of Trustees. In case a vacancy should occur in the office of Clerk, the Board shall appoint a Clerk for the unexpired term.

2. Section 2-9-1 of the Grand Lake Town Code is hereby amended by adding the underlined language to read in its entirety as follows:

2-9-1 Appointment

The Board of Trustees, at its first meeting after each regular election, shall appoint some qualified person as Town Clerk Pro Tem. The Town Clerk Pro Tem shall be subject to the supervision of the Town Manager, including imposition of discipline up to but not including termination, which is reserved to the Board of Trustees. In case a vacancy should occur in the office of Clerk Pro Tem, the Board shall appoint a Clerk Pro Tem for the unexpired term.

3. Section 2-10-1 of the Grand Lake Town Code is hereby amended by adding the underlined language to read in its entirety as follows:

2-10-1 Appointment

The Board of Trustees, at its first meeting after each regular election, shall appoint some qualified person as Town Treasurer. The Town Treasurer shall be subject to the supervision of the Town Manager, including imposition of discipline up to but not including termination, which is reserved to the Board of Trustees. In case a vacancy should occur in the office of Treasurer, the Board shall appoint a Treasurer for the unexpired term.

4. Validity. If any part of this ordinance is held to be unconstitutional or invalid for any reason such decision shall not affect the validity or constitutionality of the remaining portions of this ordinance. The Board of Trustees hereby declares that it would have approved this ordinance and each part or parts thereof irrespective of the fact that any one or more parts be declared unconstitutional or invalid.

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

6. DECLARATION OF EMERGENCY, Publication and Effective Date. To insure the uninterrupted operation of the Town's administrative departments, including the Town Clerk, Town Clerk Pro Tem, and Town Treasurer, this Ordinance is declared to be necessary for the immediate protection and preservation of the safety, and welfare of the citizens of the Town of Grand Lake for the reasons described above, and therefore, shall become effective immediately as an emergency ordinance upon adoption by the Grand Lake Board of Trustees.

INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE AND SIGNED THIS 12th DAY OF AUGUST, 2024.

Votes Approving: _____
Votes Opposed: _____
Absent: _____
Abstained: _____

ATTEST:

_____
Alayna Carrell
Town Clerk

BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO

By: _____
Steve Kudron
Mayor