



# GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING AGENDA

Monday, March 27, 2023 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/87892445043>

**You can also dial in using your phone.**

United States: 719 359 4580

Access Code: 878 9244 5043

## **WORK SESSION 4:30 PM**

1. Call to Order
2. Roll Call
3. Conflicts of Interest
4. Items of Discussion
  - A. Discussion of Grand Lake Estates Marina Dredge
  - B. Marijuana Ordinance Discussion

## **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)
8. Consideration to Approve Meeting Minutes
  - A. March 13, 2023
9. Consideration to Approve Accounts Payable
  - A. March 27, 2023
10. Items of Discussion
  - A. Consideration of Ordinance 02-2023, Amending Grand Lake Municipal Code 12-2-6, Definition of Accessory Dwelling Unit
  - B. Consideration of Approval of Bid for Mini Skid Steer & Accessories
  - C. Consideration of Approval of MOU with Aerolab for Civic Rec Use
  - D. Consideration of Waiver of Opioid Settlement Funds
11. Future Items for Consideration
12. Mayor's Report
13. Adjourn Meeting

# 2023 SEDIMENT REMOVAL AND MARINA RESTORATION PLAN

## GRAND LAKE ESTATES HOMEOWNERS ASSOCIATION

Prepared for the Town of Grand Lake

March 27, 2023

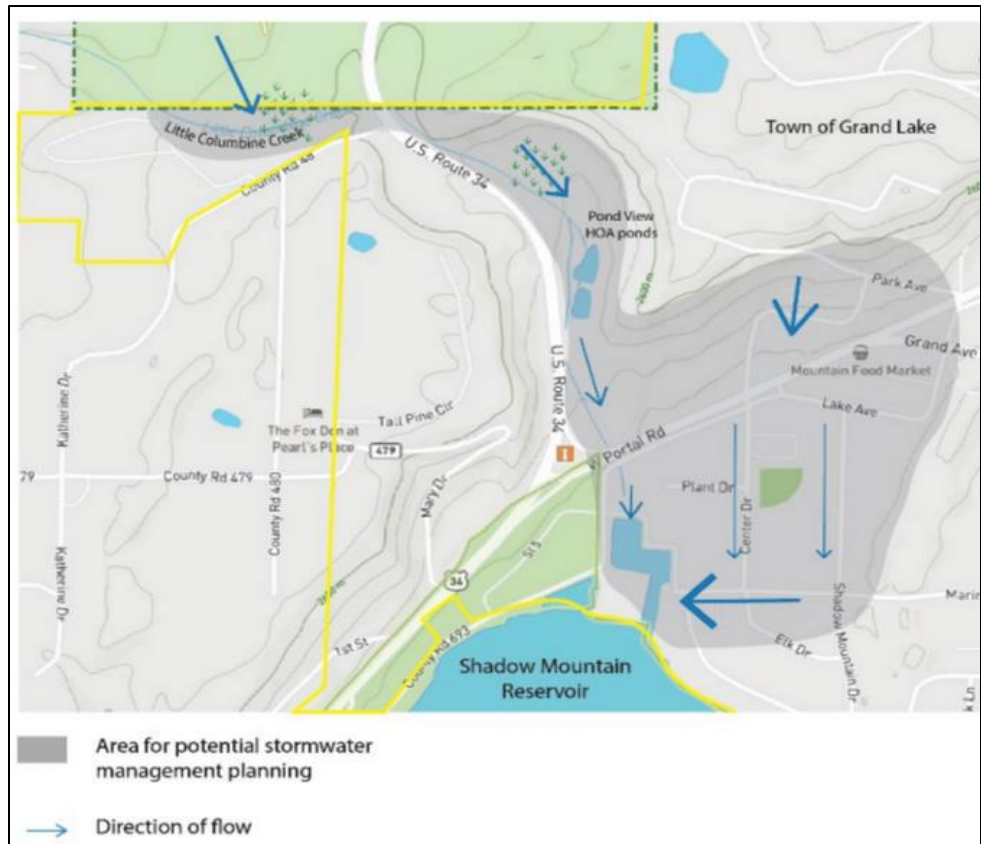


### 1.0 Purpose and Need

The Grand Lake Estates Homeowners Association (GLEHOA) owns, operates and maintains a private marina for its residents located immediately south of the Grand Lake Fire Station. The marina operates pursuant to a Special Use Permit with the U.S. Forest Service as a facility to be used solely by HOA resident members. Approximately 45-50 slips are currently occupied in the marina.

Significant volumes of storm water and snowmelt runoff from areas above the marina and within Town of Grand Lake, are discharged into the marina basin as an on-going occurrence (Figure 1). Several illustrations of the storm water runoff from the Town into the marina are shown in Attachment 1. The uncontrolled storm water drainage into the marina has resulted in significant sediment buildup within the marina basin. The sediment deposition has resulted in seriously compromised water depths and areas of the marina becoming unusable due to very shallow water adversely impacting the safe operation of the facility. Docks and areas around the perimeter and along the shore of the marina basin are most affected by the sedimentation. Slips in the northern portion of the marina are not currently accessible and many other slips in the marina are also adversely affected by the sediment deposition.

Figure 1. Storm Water Flow Into Marina Basin



The marina was last dredged in about 2006. The GLEHOA plans to again remove accumulated sediment from the marina in the summer of 2023, in order to enhance the safe operation of the facility. We understand that the Town of Grand Lake is currently developing a storm water management plan for areas that discharge into the marina (Figure 1). In conjunction with this plan, we believe it is critical that the Town direct its efforts to those areas that produce excessive storm water inflow to the GLEHOA marina. The construction of drainage improvements which permanently mitigate the sediment inflow to the marina are important, and will allow the GLEHOA to minimize ongoing dredging and sediment removal.

## 2.0 Alternatives for Sediment Removal

Three alternatives for marina basin restoration have been evaluated and have been determined to be technically feasible:

Alternative 1 (Proposed) – Suction Sediment from Marina Basin. This “vacuum” method would remove material with a gasoline powered suction pump. A suction line would be hand operated by a work crew (wearing wetsuits) stationed in the water. No heavy equipment would be used below the water line and existing docks would remain in place. The suction line would pump sediment and organic material to enclosed filter bags. *The GLEHOA property adjacent to the marina is not of sufficient size to accommodate the sediment containers.* Accordingly, the sediment containers would be temporarily situated on Town of Grand Lake property that is exclusively deeded for the future development of a park (Winter’s Park site). The filter bags would retain all sediment and organic material. Water from the filter bags would drain by gravity back to the marina. Once the filter bags have drained the material in the bags would be available for on-site landscaping to facilitate future development of the park site, or would be removed from Town property. It is estimated that up to 400 cubic yards of material will remain after the filter containers have drained.

Alternative 2 – Dredge Marina Basin and Immediately Haul Material Off-Site. Under this alternative, a long-reach backhoe would operate from Sailboat Lane and Lakefront Road to excavate the marina bed. Existing docks would be temporarily removed. Dredged material would be discharged into haul trucks and removed from the site. The volume of the material to be hauled from the site will be substantial (approximately 2,500 cubic yards) given the initial high water content of the dredged material. Haul truck traffic will be significant. The cost of this alternative would likely exceed the currently available funds of the HOA and dredging would be postponed until a future date when adequate funds are available.

Alternative 3 – Dredge Shoreline Areas Only With a Boat-Based Backhoe and Temporarily Store Material on HOA Property along the Shoreline. In this option, a smaller area of the marina basin would be physically dredged by a small backhoe that is situated on a modified pontoon boat. The dredged material would be placed in piles on the HOA Property which lies between the water line and the perimeter roads (Sailboat Lane and Lakefront Road). Once the dredged material has adequately drained, the shoreline areas of the marina would be regraded and excess sediment would be hauled off-site. Existing docks would be temporarily removed prior to excavation and would not be replaced until after the sediment has drained and the shorelines are re-graded. The marina will not be operable for a significant portion of the boating season.

The GLEHOA has previously secured approval from the U.S. Forest Service and the U.S. Army Corps of Engineers that will accommodate our proceeding with any of the above three

alternatives (Attachment 2). Additionally, we have discussed our dredging and marina cleanup plan with Three Lakes Watershed Association and Northern Water and both have indicated their support to dredge the marina via the suction method outlined above. We will continue to communicate and coordinate with these two groups during the remediation project to ensure ongoing adequate water quality control measures are employed.

Following discussions with various professionals and contractors, GLEHOA has concluded that the suction method (Alternative 1) is the most viable and effective for the following reasons:

- **Water Quality.** No sediment or organic material would be stored or handled along the shore of the marina. This minimizes the possibility of inadvertent discharges back to the water. All sediment and organic material would be stored in filter bags until disposal occurs. No dock removal would be required.
- **Reduced Transport Impacts.** Once material in the filter bags have dried it can be removed from the site. This would substantially reduce the volume of material that must be hauled, and will significantly reduce local truck traffic.
- **Creates Local Source of Landscaping Material.** If desired, the suctioned material can be used for landscape purposes in near-by areas.
- **Reduced Impact to Marina.** The marina would remain open during the suction activities as the divers can suction around boats and docks. Docks will not need to be removed.  
**Reduced Impact to Sailboat Lane.** All portions of Sailboat Lane will remain accessible throughout the project. Through-traffic would be curtailed for about a two to three week period during the suction work when drainage from the filter bags is being routed across Sailboat Lane via an above grade drainage pipe, or via a temporary 8' foot wide swale across the road. The Fire Department boat, the nearby storage units, and the future site of Winter's Park will be accessible at all times from either the East or West entrance to Sailboat Lane.

### 3.0 Detailed Description of Proposed Action

#### Suction Method

A shore-based gas powered suction pump will be used to remove sediment and organic material. The suction line from the pump will extend from the marina to the future site of Winter's Park. The suction line will be manually operated by a crew in wetsuits working from the marina basin bed. Pumping will only occur during daylight hours.

The crews will work the suction line around boats and under existing docks in segments of multiple boats at a time. Sediment curtains will surround each segment while the suction work occurs. Once a section of the marina has been treated, the sediment curtains will be relocated and vacuuming of a different section will occur.

#### Water Quality Controls / Silt Curtains

The goal of GLEHOA is to minimize any temporary degradation in water clarity that may occur during restoration / maintenance activities. The temporary installation of silt "curtain" and sedimentation control devices between construction activities in the marina and Shadow Mountain Lake will be in place at all times.

As previously noted, we have discussed our dredging and marina cleanup plan with Three Lakes Watershed Association and Northern Water and both have indicated their support to dredge the marina via the suction method outlined above. We will continue to communicate and coordinate with these two groups during the remediation project to ensure ongoing adequate water quality control measures are employed.

#### Temporary Storage of Sediment and Organic Material

The suction line will discharge the vacuumed material to a temporary storage location on Town of Grand Lake Property (the future site of Winter's Park). The conceptual area impacted by the temporary use of the Town property is shown on Figure 2.

Two 45' by 110' sediment container bags will be used to temporarily store the sediment and organic material. The site for the filter bags will be 92' x 110' size. A berm approximately 16" in height will be placed around the perimeter of the containers. The berm will keep the containers in place as they are filled with water and sediment. A preliminary location for the silt containers is shown in Figure 2. A cross-section layout, and a depiction of the container bags and required berm is in Attachment 3. The actual location of the containers can vary in

accordance with direction from the Town. It is possible that the removal or relocation of several small existing trees on the northern end of the site may be required.

Figure 2. Potential Location of Temporary Sediment Containers and Drainage Routes



Initially, the site area will be graded to a nearly flat slope. The GLEHOA contractor will then place plastic sheeting on the site followed by the placement of the empty sediment containers. The sheeting will ensure that all drainage from the containers is directed to a single controlled outlet at the south east corner of the sediment containers.

It is estimated that the suction activities will take two to three weeks to complete. While the container bags are being filled, clean water drainage will occur from the bags back to the marina. This drainage will be routed across Sailboat Lane via an above ground pipe temporarily placed across the road. In the alternative, a 6 to 8 foot wide swale could be constructed across Sailboat Lane to rout the drainage into the marina. After 3 to 4 weeks the amount of drainage will significantly decrease, the road can be opened to through traffic, and Sailboat Lane will be restored to its prior condition.

The sediment containers will continue to drain at a slow rate. The contractor estimates that the material in the bags will be ready for re-grading or removal in late Fall. If weather conditions do not allow, the material could be moved in early spring of 2024. It is estimated that about 400 cubic yards of material will remain in the container bags after they have drained. This material can be used for local landscaping purposes or hauled off-site. This volume of material would cover a ½ acre site with approximately 6” of material.

In conjunction with the initial approval and development of the Grand Lake Estates subdivision, the “Winter’s Park” property was deeded to the Town of Grand Lake. Deed restrictions for the property require that this area be solely used as a park. Currently, this Town property is largely devoid of topsoil and vegetation. The sediment and organic material temporarily stored on the site could possibly be spread at the “Winter’s Park” site to facilitate future parkland development.

Schedule and Timing

The GLEHOA contractor proposes to start the vacuuming process on July 31, 2023. A conceptual timeline of potential activities is outlined below:

Prior to July 31:

- Level site prior to placement of container bags
- Place above ground drainage pipe across Sailboat Lane, or construct a swale across Sailboat Lane
- Place temporary access barriers / signage at edges of the drainage across Sailboat Lane
- Allow continual access to Sailboat Lane from either East or West entrances

July 31 to August 31:

- Place plastic sheeting over site of container bags
- Vacuum marina and fill container bags

Early September:

- Regrade Sailboat Lane to specifications directed by Town Late Fall (prior to snow cover):
- Cut top off container bags
- Move material from bags to offsite location or spread material over Winter’s Park site, as directed by Town
- Remove bags and plastic sheeting as needed
- Reclaim Town property as needed and as allowed by weather conditions (revegetation, tree mitigation if needed, etc.)

Early Spring 2024:

- Complete any site reclamation that was not possible in the Fall of 2023 (grading, revegetation, etc.)

Concurrent Use of the Town Property

Access will be continually available to allow entrance to the future site of Winter’s Park. The area temporarily occupied by the container bags will not be available for public use, however, it does not appear that any improvements or public uses occur at this location at this time.

One infrequently used picnic table is located in the southwest corner of the Town property adjacent to Sailboat Lane. This area of the site should not be materially affected during this project and should be accessible throughout the marina basin restoration program.

#### **4.0 Areas of Coordination, Understanding and Agreement with the Town of Grand Lake and GLEHOA**

1. Generally work with and coordinate with the Town of Grand Lake to develop a mutually workable and financially feasible plan to dredge the GLEHOA marina during the summer of 2023. The plan will be aimed at addressing the significant sediment buildup that has occurred from unmanaged storm water drainage from Town property
2. Coordinate with the Town’s Public Works Department Manager to specifically locate and define the preferred footprint for the temporary placement of the sediment containers
3. Following adequate drainage from container bags, regrade Town Property or remove accumulated sediment as agreed with the Public Works Department
4. Provide for temporary drainage across Sailboat Lane (above ground pipe or swale) consistent with agreed specifications with the Town
5. If necessary, at the appropriate time reseed any vegetated areas that may be disturbed
6. Obtain all required permits from the Town of Grand Lake

## Attachment 1 – Examples of Storm Water Runoff Into Marina Basin





## Attachment 2 - USFS Approval of Basin Restoration Plan

Appendix B  
Grand Lake Estates HOA  
Operating and Maintenance Plan  
Private Marina Basin Restoration and Dock Reconfiguration  
for  
Special Use Permit SUL450

August 12, 2022

1. This operating plan is prepared in compliance with **Clause II. Improvements B. Plans C. Construction & Clause III. Operations C. Operating Plan** of Special Use Permit #SUL450 issued to Grand Lake Estates HOA (GLEHOA).
2. The goal of GLEHOA is to minimize or preclude any temporary degradation in water clarity that may occur during maintenance activities. GLEHOA will consider the Grand Lake Clarity Program and the recent Stakeholders Memorandum of Understanding for this program. GLEHOA will coordinate with the Clarity Program Adaptive Management Committee in advance of any activities that may disturb the lake bed during the Clarity Operations Season of July 1 through September 11.
3. All work shall be in accordance with the description of work provided to the US Forest Service on May 9, 2022 (Basin Restoration Summary and Conceptual Slip Configuration).
4. Scope of work: Temporary installation of silt “curtain” and sedimentation control devices between construction activities in the marina and Shadow Mountain Lake. The following two alternative basin restoration methods, or a combination of these methods, may be used in the areas described in the SF-299 application. (A) Suction / vacuum devices will be used to remove accumulated silt and organic material. The suction/vacuum devices may be operated from either a floating boat that delivers the dredged material to the adjacent shoreline, or from a land-based location adjacent the boat basin. (B) Use of a “long-reach” backhoe for basin restoration working 50’ – 60’ from the shoreline. Placement of removed materials into appropriate haul truck and proper offsite disposal will occur with either restoration method. Dock removal, replacement, and reconfiguration is not to exceed (96) slips. Docks will meet Arapahoe National Recreation Area (ANRA) standards. It is recognized that dock improvements and maintenance may be completed over several construction seasons. If any substantial additions and/or changes to the project on National Forest Lands are contemplated, they will be presented in writing to the U.S. Forest Service as a proposed amendment to the operation and maintenance plan.

5. Construction access shall be limited to Grand Lake Estates HOA property boundary or authorized public right-of-ways.
6. During construction, trash and construction debris will be removed from NFS lands on a daily basis.
7. No equipment maintenance or refueling shall occur on NFS lands.
8. Hazardous Material Spill Plan shall be provided to the US Forest Service, and shall include the following stipulations: install silt fence in location approved by the US Forest Service; provide absorbent pads on site to be used if a spill occurs; dig-up and remove any hazardous material spilled on NFS lands.
9. All construction material and equipment will be removed from NFS lands upon project completion.
10. All work shall be in accordance with US Army Corps of Engineers, application no.33CFR325, ENG Form 4325 (if applicable).
11. All other applicable Local/State/Federal authorizations or permits must be obtained prior to construction activities.

Plan reviewed by: \_\_\_\_\_  
Permittee

Date: \_\_\_\_\_

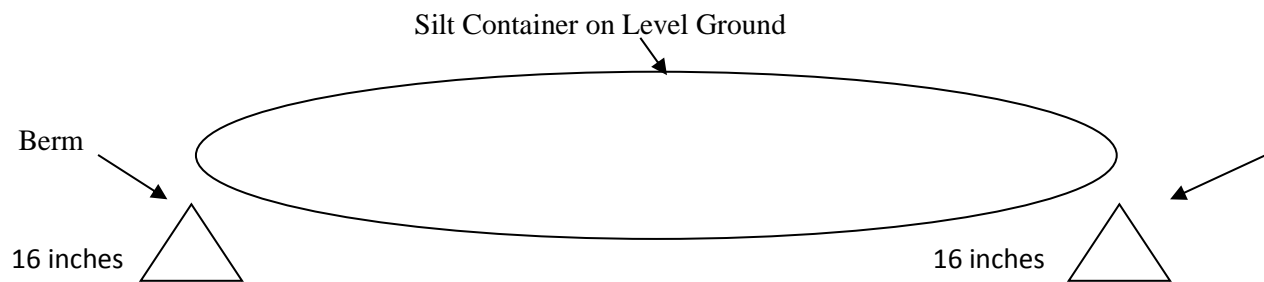
Plan approved by: \_\_\_\_\_  
District Ranger

Date: \_\_\_\_\_

### Attachment 3 – Cross Section and Illustration of Sediment Container Bags

# Silt Container Grades and Pictures by Organic Sediment Removal Systems © 2002

Silt containers are liquid filled so they are very susceptible to rolling down hill or lower areas of the property. To prevent this, they must be placed in very level areas and a berm constructed along the sides to hold the container in place. All you are doing is creating a cradel to support the sides of the container from rolling.



Depiction of Sediment Containers Prior to Fill



Sediment Containers After Fill, and Before Drainage



This is what the sediments should look like after the top of the container is cut off. It is real easy now that the material is hard dried, to spread out the material and seed over or haul off site.



**ARTICLE 5 ~~Retail Regulated~~ Marijuana Businesses**

On November 8, 2022 the voters of Grand Lake approved Town of Grand Lake 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 the Article 5 of Chapter 7 and Article 11 of Chapter 7, or other section of the Grand Lake Municipal Code, to the extent they are inconsistent with such authorization[.]” The Town of Grand Lake Board of Trustees hereby finds, determines, and declares that it has the power to adopt this Article 5 of Chapter 6 of the Grand Lake Municipal Code pursuant to Chapter XVIII, section 16 of the Colorado Constitution; Colorado Revised Statutes section 44-10-104(3); Chapter XX of the Colorado Constitution; the Town of Grand Lake Home Rule Charter; and the Local Government Land Use Control Enabling Act, Chapter 20 of title 29, Colorado Revised Statutes. (Ord. 559, Series of 2021).

**Sec. 6-5-1. Definitions.**

Unless defined in this Section, or if the context clearly requires otherwise, capitalized terms within this Article shall have the meaning attributed to them in the Code of Colorado Regulations – Colorado Marijuana Rules – 1 CCR 212-3(1-115), adopted by the Colorado Marijuana Enforcement Division, Department of Revenue, as of the effective date hereof.

- (a) *Applicant* means any Person applying to the Town for a License, including without limitation any Entity and/or any Person who qualifies as a Controlling Beneficial Owner.
- (b) *Article* means Article 5 of Chapter 6 of the Grand Lake Municipal Code.
- (c) *Board* means the Town of Grand Lake Board of Trustees.
- (d) *License* means a license issued by the Town to operate a Medical Marijuana Store and a Retail Marijuana Store at one location within the Town.
  - 1. A Licensee shall ~~have the option to operate either a Retail Marijuana Store or a Medical Marijuana Store, or operate both, be required to operate as a Retail Marijuana Store, and shall have the option to also operate as a Medical Marijuana Store.~~
- (e) *Licensee* means a Person who has been issued a License by the Town.
- (f) *Lottery* means the lottery selection process under Section 6-5-7(i) of this Article.
- (g) *MED* means the Colorado, Department of Revenue, Marijuana Enforcement Division.
- (h) *Regulated Marijuana Business* means Medical Marijuana Businesses and Retail Marijuana Businesses.
- (i) *Colorado Marijuana Code* means Colorado Revised Statutes Title 44, Article 10, Section 101 *et seq.*, and the Colorado Marijuana Rules promulgated pursuant thereto at 1 CCR §212-3.
- (j) *Regulated Marijuana Store* means a Medical Marijuana Store or Retail Marijuana Store.
- (k) *State* means the State of Colorado.

- (l) *Town* means the Town of Grand Lake, Colorado.
- (m) *Town Code* means the Grand Lake Municipal Code.

**Sec. 6-5-2. License Types Permitted.**

Regulated Marijuana Stores shall be the only Regulated Marijuana Business license type permitted in the Town. All other Regulated Marijuana Business license types shall remain prohibited. It shall furthermore be unlawful for any Person to own or operate a Regulated Marijuana Store without first obtaining all necessary permits, licenses, and approvals to operate such a business from the Town pursuant to this Article and from the State pursuant to the Colorado Marijuana Code.

**Sec. 6-5-3. Local Licensing Authority.**

- (a) The Board is hereby designated the Local Licensing Authority with all powers granted thereto by the provisions of the Colorado Marijuana Code. Any decision made by the Board to (i) grant or deny a License, (ii) revoke or suspend a License, (iii) renew or not renew a License, (iv) fine a Licensee, or (v) place a License on probationary conditions, shall be a final decision and may be appealed to district court pursuant to Rule 106(a)(4) of the Colorado Rules of Civil Procedure.
- (b) In case of an application resubmitted directly to the Town pursuant to Section 16(5)(h) of Article XVIII of the Colorado Constitution, due to the failure of the state licensing authority to act upon an application within ninety (90) days, the Board shall act as the licensing authority thereunder and all requirements of this Article shall apply to such application. In addition to compliance with this Article, the Applicant shall demonstrate compliance with all applicable requirements of the Colorado Marijuana Code and shall pay to the Town the full amount of the application fee if not forwarded by the State. The Board shall approve or deny such application within ninety (90) days after receipt of the resubmitted application.
- (c) The Town Clerk, or their designee, shall assist the Board by receiving all applications, coordinating with other Town officers and departments when relevant, scheduling required public hearings and providing notice in accordance with this Article, the Town Code, and the Colorado Marijuana Code. The Town Clerk, or their designee, shall also act as the local point-of-contact with the MED on all marijuana regulatory matters.

**Sec. 6-5-4. Limitation on Number of Licenses.**

- (a) The Board shall have the authority to initially grant and issue one (1) License pursuant to this Article and the Colorado Marijuana Code. This one (1) License shall be awarded pursuant to the application and Lottery selection process as set forth in this Article.
- (1) One (1) year from the date the first Licensee opens for sales to the public, the issuance of the first License, or upon motion by the Board, the Board ~~shall~~ review (i) the results and impacts of marijuana legalization in the Town, and (ii) the operation and implementation of the provisions and procedures in this Article. If upon such review the Board determines it is in the best interest of the Town, the Board shall have the

discretionary authority to grant and issue one (1) additional License. This second License shall be awarded pursuant to a new application and Lottery selection process as set forth in this Article, or pursuant to an alternative process as the Board shall provide by resolution.

(b) In the event that a previously granted and issued License is revoked, not renewed, surrendered, or terminated, resulting in the permanent loss of that License by a Licensee, and therefore fewer than two (2) Licenses are issued and active within the Town, the Board may, at the Board's discretion, approve and issue additional License(s) pursuant to a new application and Lottery selection process as set forth in this Article, or pursuant to an alternative process as the Board shall provide by resolution.

(c) At no time shall there be more than two (2) Licenses issued and active within the Town.

**Sec. 6-5-5. Limitations and Requirements Applicable to Regulated Marijuana Stores.**

(a) *State requirements.* Regulated Marijuana Stores must at all times comply with the regulations and requirements contained in the Colorado Marijuana Code. The Local Licensing Authority may revoke or otherwise penalize a Licensee pursuant to Section 6-5-14 of this Article.

(b) *Location.* Regulated Marijuana Stores shall only be located on property within the Commercial Zoning District or a planned development district; but shall not be permitted on any parcel Grand Avenue east of Broadway Street. Regulated Marijuana Stores are not permitted within any other zoning district or within any building that contains a residential dwelling or lodging unit. Regulated Marijuana Stores shall not be permitted to operate as "home occupations."

(c) *Separation requirements.*

(1) No License shall be approved if, at the time of the initial application for such License, the proposed location is within three hundred (300) feet of:

- i. Any established and conspicuously identified elementary or secondary school educational institution or school, either public or private;
- ii. Existing licensed child care facility; or
- iii. Any existing Regulated Marijuana Store.

(2) The distances set forth in this Subsection shall be computed by direct measurement in a straight line from the nearest property line of the land used for the purposes stated above, respectively, to the nearest portion of the building in which the Regulated Marijuana Store is located. The locational criteria contained in this Section shall apply to all proposed changes in the location of an existing License.

(3) The Board may waive the distance requirements set forth in this Subsection for a specified location if an Applicant demonstrates that granting such a waiver will not negatively impact the health, safety, or welfare of the Town.

(d) *Co-location & Retail Marijuana Store.* Any License issued by the Town shall allow for both a Medical Marijuana Store and a Retail Marijuana Store to operate on the same Licensed Premises under one License.

**Commented [BB1]:** This is the same language as is used in MED regulation 1 CCR 212-3( 3-735(C)).

(1) Each Licensee shall be required to operate as a Retail Marijuana Store, and shall have the option to also operate as a Medical Marijuana Store.

(e) *Signage & Advertisements.* Advertisements, signs, displays or promotional material depicting marijuana, marijuana plants, or any other pictures or symbols commonly understood to refer to marijuana, shall not be shown or exhibited on the exterior of a Licensed Premises or in any other location within the Town where visible from a public right-of-way. No signage associated with a Regulated Marijuana Store shall use the word "marijuana," "cannabis," or any other word or phrase commonly understood to refer to marijuana. All exterior signage associated with a Regulated Marijuana Store must comply with the Town Sign Code at Chapter 6 of Article 2 of the Town Code and must receive a sign permit pursuant thereto. Existing exemptions in the Town Sign Code shall not apply to exterior signage associated with the Regulated Marijuana Store.

(1) Notwithstanding the foregoing, and so long as in compliance with all other applicable signage and advertisement requirements, a Licensee's exterior signage shall be permitted to use:

i. The words "Recreational" and "Dispensary" one (1) time each, the text of which shall be no larger than [enter maximum size];

ii. One (1) green cross symbol no larger than [enter maximum size];

iii. If the Licensee also operates as a Medical Marijuana Store, the word "Medical" one (1) time, the text of which shall be no larger than [enter maximum size].

(f) *Indoor Operation.* All Regulated Marijuana Store operations (except transportation) shall be conducted indoors, and shall not be visible from the exterior of the building.

(g) *Inspection of Licensed Premises.* During all business hours and other times of apparent activity, the Licensed Premises and the property associated with a License shall be subject to inspection by Town personnel, or commissioned police officers of the Town, for the purpose of investigating and determining compliance with the provisions of this Article, the Colorado Marijuana Code, and any other applicable state or local law or regulation. Such inspection may include, without limitation, the inspection of books, records and inventory. Where any part of the Licensed Premises or property consists of a locked area, such area shall be made available for inspection, without unreasonable delay, upon request.

(h) *Additional Requirements.* ~~Regulated~~ Marijuana Stores shall be subject to the following additional requirements:

(1) A Regulated Marijuana Store may only be open to the public during the hours of 8:00 a.m. to 10:00 p.m. unless the Board authorizes extended hours of operation as a provision of the License, but in no event shall such authorization extend past 12:00 a.m. The Board may only authorize such extension after making a determination that such hours of operation are appropriate for the neighborhood.

(2) No on-site consumption of marijuana is allowed.

(3) A Town business license and sales tax license shall be required.

(4) No mobile structure may be used to operate a Regulated Marijuana Store.

(5) No alcohol sales or consumption shall be permitted on the Licensed Premises.

**Formatted:** Indent: First line: 0.5", Tab stops: 1.25", Left

**Commented [BB2]:** Per 3/13 workshop, staff will make recommendations to the Board for size max, to be inserted here as well as the two below provisions.

**Formatted:** Indent: First line: 0.5", Tab stops: 1.25", Left

- (6) A Licensee shall not permit persons who do not possess a valid identification or other appropriate proof of age to enter or loiter on or about the Licensed Premises.
- (7) All Regulated Marijuana Stores, and their owners, officers, employees, and agents must comply at all times with all other applicable provisions of the Town Code.
- (8) Whenever the provisions of the Colorado Marijuana Code require a Licensee to submit licensing, operational, investigative, or incident documentation to the MED or other governmental entities, the Licensee shall provide copies of all such submissions to the Town Clerk.
- (9) All Regulated Marijuana Stores shall post conspicuous signage at each Point of Sale, and at each customer point of egress from the Licensed Premises, 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**

- (i) *Proper Ventilation.* All Regulated Marijuana Stores shall be equipped with a proper ventilation system that filters out the odor of marijuana so that the odor is not capable of being detected by a person with a normal sense of smell at the exterior of Licensed Premises or any adjoining business, parcel, or tract of real property. All Applicants for a new License shall submit a ventilation and odor mitigation plan with their Application, which shall be subject to review and approval by the Board prior to issuance of a new License. The lack of an approved ventilation and odor mitigation plan shall be grounds for denial of a new License or renewal of an existing License. Failure to install or maintain the ventilation system required by an approved ventilation and odor mitigation plan shall constitute a violation of this Article and shall be grounds for suspension or revocation of a License pursuant to Section 6-5-14 of this Article.

**Sec. 6-5-6. Retail Marijuana Sales Tax**

(a) A retail marijuana sales tax is imposed upon all retail sales of retail marijuana and retail marijuana products sold within the Town by Retail Marijuana Stores at the rate of five percent (5%) of the gross price paid by the purchaser, rounded off to the nearest penny. The tax imposed by this Section is in addition to, and not in lieu of, the general sales tax owed to the Town and all taxes owed to the State in connection with the sale of retail marijuana and retail marijuana products. The Board may, by resolution, raise the retail marijuana sales tax under this Section to no higher than fifteen percent (15%). Where possible, retail marijuana sales tax revenues shall be collected pursuant to Section 4-3-8 of the Town Code. The Town Manager may adopt administrative rules and regulations specifying additional or alternative procedures for the collection and enforcement of the retail marijuana sales tax imposed by this Section.

(b) Medical Marijuana sales shall not be subject to any Town marijuana sales tax, but shall be subject to the general sales tax owed to the Town.

**Formatted:** Font: (Default) Times New Roman, 12 pt, Font color: Black

**Formatted:** Font: (Default) Times New Roman, 12 pt, Font color: Black

**Formatted:** Font: (Default) Times New Roman, 12 pt, Font color: Black

**Commented [3]:** This would mean 5% mj sales tax to start, on top of 5% general GL sales tax, on top of state 15% mj sales tax (state general sales tax of 2.9% is waived) – for a total of 25% sales tax. This Section allows for as high as a 15% local mj sales tax (which is consistent with Ballot Measure 2A), but starts the tax at the lower rate of 5%. The Board can then review legalization financials (say, annually) and decide if it should raise the local mj sales tax. 25% overall mj sales tax (local and state) is near the highest in the state.

**Formatted:** Font: (Default) Times New Roman, 12 pt, Font color: Black

**Formatted:** Font: (Default) Times New Roman, 12 pt

**Formatted:** Font: (Default) Times New Roman, 12 pt, Font color: Black

**Formatted:** Font: (Default) Times New Roman, 12 pt, Font color: Black

**Formatted:** Font: (Default) Times New Roman, 12 pt, Font color: Black

**Formatted:** Font: (Default) Times New Roman, 12 pt

**Formatted:** Font: (Default) Times New Roman, 12 pt, Font color: Black

**Formatted:** Font: (Default) Times New Roman, 12 pt, Font color: Black

**Formatted:** Indent: Left: 0.58", No bullets or numbering

**Formatted:** List Paragraph, Numbered + Level: 1 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.33" + Indent at: 0.58"

**Formatted:** Font: (Default) Times New Roman, 12 pt, Font color: Black

**Sec. 6-5-7. Lottery Phase Application Requirements**

- (a) The Town hereby establishes a two-phase License application process. The Lottery Phase shall consist of application submissions for the purpose of entry into the Lottery to be conducted by the Town pursuant to this Section. The Licensing Phase shall consist of a separate application submitted by the Applicant selected in the Lottery for the purpose of licensing approval and issuance by the Board pursuant to Sections 6-5-8, 6-5-9, and 6-5-10 of this Article.
- (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.
- (c) *Lottery Phase Applications.* An Applicant shall submit a Lottery Phase application to the Town on forms provided by the Town Clerk and posted on the Town website. As part of the Lottery Phase applications, all Applicants, including all Controlling Beneficial Owners associated therewith, shall submit to the Town Clerk, without limitation:
  - 1. A copy of a form of identification issued by the government of the United States, the government of any state within the United States, or the government of a United States Territory.
    - i. Such identification shall not be expired and shall include name, address, and date of birth.
  - 2. Evidence of lawful presence or residence in the United States.
  - 3. Completion of criminal and moral character disclosure form.
  - 4. Proof of submission to the MED, for all Controlling Beneficial Owners, of an application for Findings of Suitability
    - i. The Applicant must also submit to the Town copies of all such MED applications.
  - 5. Curriculum vitae for the Applicant, each Controlling Beneficial Owner, and any managers ~~or employees~~ associated with the Applicant.
  - 6. If the Applicant is a business entity, information regarding the entity, including without limitation:
    - i. The name and address of the entity;
    - ii. Identification of all Controlling Beneficial Owners of the entity;
    - iii. Certificate of good standing from the Colorado Secretary of State;
    - iv. An organizational chart;
    - v. If a corporation: Articles of Incorporation, Shareholders Agreement, and Bylaws;
    - vi. If a limited liability company: Articles of Organization, and Operating Agreement; and

~~iv-vii.~~ Other business entity documentation as may be requested by the Town Clerk.

7. Proof of access to adequate funding to cover start-up expenses of not less than \$150,000.
  - i. If the Applicant cannot document proof of access to adequate funding at the time of submission of a Lottery Phase application, the Applicant must submit a written Funding Plan for the purpose of obtaining adequate funding to cover start-up expenses of not less than \$150,000.
8. A copy of any deed, lease, letter of intent, or other contract reflecting the right, or the right conditioned on License approval, of the Applicant to possess and operate a Regulated Marijuana Store at a location permitted by this Article.

i. If the property of the proposed Regulated Marijuana Store is located within an owners association, or a Planned Development under 12-2-25 of the Town Code, the applicant shall provide proof that the proposed Regulated Marijuana Store use complies with all applicable covenants and required approvals thereunder.

~~i-ii.~~ If the Applicant cannot provide documentation satisfying this Subsection at the time of submission of a Lottery Phase application, the Applicant must submit a written plan for securing a right to possess and operate a Regulated Marijuana Store at a location permitted by this Article.

9. Executive Summaries of Applicant's:
  - i. Business Plan;
  - ii. Operations Plan;
  - iii. Compliance Plan;
  - iv. Security Plan, including without limitation:
    - A. Complying with MED security regulations;
    - B. Theft and diversion prevention; and
    - C. Other locational and community-specific security concerns
  - v. Staffing Plan;
  - vi. Community Engagement Plan, including without limitation, Applicant's history of community service;
  - vii. Odor Mitigation and Ventilation Plan;
  - viii. Personnel Experience, including without limitation:
    - A. Operating a licensed marijuana business in Colorado or another state; or
    - B. Operating a business in a highly regulated industry.

(d) *Bonus Weight Criteria.* ~~An Applicant shall be awarded fifteen percent (15%) bonus weight in the Lottery selection process if the Applicant submits proof of the following:~~

1. An Applicant shall be awarded fifteen percent (15%) bonus weight in the Lottery selection process if the Applicant submits proof that ~~At~~ no less than fifty-one percent (51%) of all Controlling Beneficial Owners associated with the Applicant ~~must~~ have continuously resided full-time in the Town, or in Grand County, Colorado, for no less than one (1) full year immediately preceding the date of submission of Applicant's Lottery Phase application.

2. An Applicant shall be awarded ten percent (10%) bonus weight in the Lottery selection process if the Applicant submits proof that the Applicant is a Social Equity Licensee under the Colorado Marijuana Code.

2.3. Bonus weight under this subsection shall not be cumulative. The maximum bonus weight an Applicant can receive, even if the Applicant qualifies under both bonus criteria, is fifteen percent (15%).

(e) *Lottery Phase Application Fees.* Along with the Lottery Phase application, all Applicants must submit a Lottery Phase application fee to the Town to cover costs associated with processing, investigating and administering the Lottery Phase application process. The Lottery Phase application fee shall be established by the Town by resolution.

(f) *Common Control Prohibition.* No Person or Entity may apply on behalf of another Person or Entity. Multiple Lottery Phase application submissions by the same Person or Entity, or applications by multiple entities with substantially the same ownership or who are Affiliated Entities (as defined below), are prohibited and will be rejected. No Applicant shall provide, rely on, or include in their Funding Plan under Section 6-5-7(C)(7), any funding which is shared, or in any way associated with, another Applicant's source or plan for funding. All Controlling Beneficial Owners associated with an Applicant shall be required to attest, subject to criminal penalties for perjury, that they are not affiliated with any other Applicant, and that they do not share common control or funding with any other Applicant as set forth in this Subsection. Submission of a Lottery Phase application in violation of this Subsection shall result in the rejection of all Lottery Phase applications associated with such violation.

1. For purposes of this Subsection, "substantially the same ownership" and "Affiliated Entities" are defined as follows:

i. "Substantially the same ownership" means that entities share any Controlling Beneficial Owners in common.

ii. "Affiliated Entities" means:

A. A Person having ownership or any level of control in common with an entity, in whole or in part, including, without limitation, an entity's parent corporation, franchisor, licensor, and any subsidiaries or affiliates of such parent corporations; or

B. A Person who has a direct business or an immediate familial relationship with another person or a person or entity using the same trade name as another person or entity.

2. Applicants may not transfer an Application to a third party at any time during any stage of the Lottery Phase or Licensing Phase of the application process.

3. To ensure compliance with the prohibitions of this Subsection, during the first two years following the License issuance date, the Licensee shall not transfer its License, ~~or alter its ownership or~~ ownership structure as it pertains to Controlling Beneficial Owners, or change its name, or trade name.

i. The Board may waive this requirement if good cause is shown, and if such waiver will neither undermine the purpose of this Section nor negatively impact the health, safety, or welfare of the Town.

4. The Board may promulgate rules and regulations as needed to carry out the intent of this Section to ensure and confirm that each Applicant is a wholly separate business owned, operated, funded, and controlled by a wholly separate Person or Entity, with no affiliation to any other Applicant.

(g) *Completeness Review.* The Town Clerk, or their designee, shall review Lottery Phase applications for completeness as they are received. If a Lottery Phase application is found to be incomplete, the Town Clerk, or their designee, shall notify the Applicant in writing, via email and U.S. mail, of the Application's deficiencies, and the Applicant shall have fifteen (15) days from the date of the deficiency notice to remedy the deficiency(ies). If the Applicant fails to remedy the deficiency(ies) within the specified period, the Town Clerk, or their designee, shall deny the Application and notify the Applicant of the denial.

1. Denial of an Application at the completeness review stage under this Subsection is appealable to the Town Manager by filing an appeal with the Town within ten (10) days of the date the notification of the denial was mailed. The Town Manager shall schedule a hearing within twenty (20) days of the filing of the appeal. The Town shall provide at least seven (7) days' notice to the appellant of the hearing. The Town Manager shall make a determination of the appeal within ten (10) days of the hearing and shall notify the appellant of the decision in writing.

(h) *Board Review.* At the end of the completeness review period under this Section, including the appeals process thereunder, if any, the Town Clerk, or their designee, shall submit to the Board all Lottery Phase applications determined to be complete. At its next regular public hearing, the Board shall review each complete Lottery Phase application to determine qualification, pursuant to this Section, for entry into the lottery. The Board shall make such determinations and notify each Applicant, in writing, no later than thirty (30) days from such public hearing. Applicants shall qualify for entry into the lottery by demonstrating, through the Lottery Phase application materials submitted to the Town, that the Applicant possesses sufficient:

1. Knowledge of applicable state and local laws and regulations,
2. Knowledge of the legal marijuana industry and/or competence in operating a business in another highly regulated industry, and

3. Professionalism in business plans, operational plans, and other submitted materials.

(i) *Lottery Selection.* Upon final determination by the Board of all Lottery Phase applications that qualify for entry into the Lottery, the Town shall conduct a random Lottery, subject to Subsection (d) of this Section, to select which Applicant shall proceed with the License Application process under Section 6-5-8.

1. The Town may adopt administrative rules and regulations specifying the policies and procedures for conducting the Lottery.

**Sec. 6-5-8. License Phase Application Requirements**

(a) *License Phase Application.* No later than sixty (60) days from the date of the Lottery, the Applicant selected in the Lottery shall submit a License Phase application to the Town on forms provided by the Town Clerk and posted on the Town website.

(b) As part of the License Phase application, the Applicant shall submit, without limitation:

2. A copy of any deed, lease, or contract reflecting the right, or the right conditioned on License approval, of the Applicant to possess and operate a Regulated Marijuana Store at the location specified in the License Phase application.

3. 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).

4. Proof of Findings of Suitability issued by the MED for all Licensee Controlling Beneficial Owners.

5. Proof of submission to MED of a Regulated Marijuana Business License Application.

i. The Applicant must also submit to the Town copies of such MED application(s).

6. Town Sales Tax License

7. Town Business License

8. Proof of submission to the Town of a Conditional Use Permit Application pursuant to Town Code 12-2-31(B).

9. If any information about the Applicant has changed since the submission of the Lottery Phase application, the Applicant shall disclose and submit all such updated information with the License Phase application.

10. Any additional information or documentation that the Board determines to be reasonably related to investigating the Applicant's plans, qualifications, and fitness for operating a Regulated Marijuana Store at the location specified in the License Phase application.

(c) *License Phase Application Fees.* Along with the License Phase application, the Applicant must submit a License Phase application fee to the Town to cover costs associated with

---

processing, investigating and administering the License Phase application process. The Licensing Phase application fee shall be established by the Town by resolution.

(d) *Completeness Review.* Within fifteen (15) days of receiving a timely submitted License Phase application, the Town Clerk, or their designee, shall review such application for completeness. If a License Phase application is deemed incomplete, the Town Clerk, or their designee, shall notify the Applicant in writing, via email and U.S. mail, of the application's deficiencies, and the Applicant shall have forty-five (45) days from the date of the deficiency notice to remedy the deficiency(ies). If the Applicant fails to remedy the deficiency(ies) within the specified period, the Town Clerk shall deny the application and notify the Applicant of the denial.

1. Denial of an Application at the completeness review stage under this Subsection is appealable to the Town Manager by filing an appeal with the Town within ten (10) days of the date the notification of the denial was mailed. The Town Manager shall schedule a hearing within twenty (20) days of the filing of the appeal. The Town shall provide at least seven (7) days' notice to the appellant of the hearing. The Town Manager shall make a determination of the appeal within ten (10) days of the hearing and shall notify the appellant of the decision in writing.
2. If a License Phase application is denied under this Section, the Town shall, within forty-five (45) days of such denial, conduct another Lottery under Section 6-5-7(i) to select another Applicant to proceed with the License Application process under this Section 6-5-8.
  - i. If any information about an Applicant has changed since the submission of their initial Lottery Phase application, the Applicant shall disclose and submit all such updated information prior to entering into the Lottery under this Subsection.

(e) *Staff Review.* Upon receipt of a completed License Phase application, the Town Clerk, or their designee, shall transmit copies of the application to all Town agencies and staff who the Board determines should participate in the review and investigation of the application.

1. Town staff, or other governmental agencies authorized by the Town, may visit and inspect the property and Licensed Premises of the proposed Regulated Marijuana Store.
2. In investigating the fitness of the Applicant, the Town may obtain criminal history record information furnished by a criminal justice agency subject to any restrictions imposed by such agency. In the event the Town takes into consideration information concerning the Applicant's criminal history record, the Town shall also consider any information provided by the Applicant regarding such criminal history record, including without limitation, evidence of rehabilitation, community service, character references and educational achievements, especially those items pertaining to the period of time between the Applicant's last criminal conviction and the consideration of the License Phase Application.

- 
3. Not more than thirty (30) days from the date the Town Clerk has deemed a License Phase application to be complete, and not less than fourteen (14) days prior to a public hearing held pursuant to Section 6-5-9, the Town Clerk shall report to the Board and the Applicant any findings or recommendations made on the License Phase application as a result of the investigation and review conducted pursuant to this Section.

**Sec. 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 public 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.

**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.
  4. The testimony and evidence presented by the Applicant at the public hearing under Section 6-5-9, including any written or oral public comments submitted in conjunction therewith.
  5. 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:
    - i. The Applicant has knowingly submitted false information, made willful misrepresentations, knowingly committed fraudulent acts, or omitted material facts;

- 
- ii. The Applicant has a criminal history of crimes of moral turpitude, which may include without limitation murder, burglary, robbery, arson, kidnapping, or sexual assaults;
  - iii. The Applicant has had a professional license, including without limitation a government-issued marijuana license, denied or revoked as a result of violations of law, rule, or regulation, or a finding of bad moral character by a government entity;
  - iv. 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 that approving the License will adversely affects 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 application.
  - (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 Licensee has obtained all other required licenses and permits related to the operation of the Regulated Marijuana Store,
    - 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.
  - (f) After approval of a License, the Board, or its designee, shall notify the MED of such approval.

**Sec. 6-5-11. License Renewal**

- (a) A License issued pursuant to this Article shall be valid for a period of one (1) year from the date of issuance and shall be renewed pursuant to this Section. An application for renewal shall be made to the Town Clerk not less than thirty (30) days prior to the date of expiration. The renewal application shall be accompanied by the annual operating fees for the renewal term.
- (b) A public hearing shall be conducted by the Board on the first renewal application of the License.
  - 1. The Board has the authority to refuse to renew a License for good cause, including without limitation, making findings as set forth in Section 6-5-10(b), or as follows:
    - i. A continuing pattern of disorderly conduct or drug-related criminal conduct upon or in the immediate vicinity of the Licensed Premises;

- ii. A continuing pattern of criminal conduct directly related to or arising from the operation of the Regulated Marijuana Store;
  - iii. An ongoing nuisance condition emanating from or caused by the Regulated Marijuana Store; or
  - iv. The Applicant has failed to comply with any special terms or conditions of the License.
- (c) For all subsequent renewal applications timely filed, the License may be administratively renewed by the Town Clerk; *provided, however,* the Board shall have the discretionary authority to require a renewal hearing.

**Sec. 6-5-12. Contents and Display of License.**

The Licensee shall post the License in a conspicuous location at the Regulated Marijuana Store. A License shall contain at minimum the following information:

- (a) The name and any tradename of the Licensee;
- (b) The date of issuance of the License;
- (c) The street address of the Regulated Marijuana Store;
- (b) Any conditions of approval imposed upon the License by the Board;
- (c) The date of expiration of the License; and
- (d) The signatures of the Licensee and Town Clerk.

**Sec. 6-5-13. Transfer of Ownership & Change in Ownership Structure.**

~~(a) For two (2) years from the date of License issuance, a Licensee shall not transfer ownership of the License, except that the Board may waive this requirement if good cause is shown and such waiver will not negatively impact the health, safety, or welfare of the Town.~~

~~(b) For one (1) year from the date of License issuance, a Licensee shall not add any new Controlling Beneficial Owner(s) to its License, except that the Board may waive this requirement if good cause is shown and such waiver will not negatively impact the health, safety, or welfare of the Town.~~

~~(e)(a)~~ In determining whether to permit a transfer of ownership or a change in ownership structure under this Section, the Board shall consider ~~only~~ the requirements of this Article and the Colorado Marijuana Code. The Board ~~may shall~~ hold a hearing on the application for a transfer of ownership pursuant to the procedures, requirements, and standards as set forth in Sections 6-5-9 and 6-5-10 of this Article; ~~provided, however, that the Board shall not hold a hearing pursuant to this Section until a notice of hearing has been posted as set forth in Section 6-5-9 of this Article on the Licensed Premises for a period of fourteen (14) days, and notice of the hearing has been provided to the Applicant at least fourteen (14) days prior to the hearing.~~ An application fee shall accompany each application for a transfer of ownership, in such amount as is established from time to time by resolution of the Board.

**Commented [BB4]:** Already addressed in Section 6-5-7(f)(3) above.

**Formatted:** Indent: Left: 0", Tab stops: 0.5", Left

**Commented [BB5]:** This is covered in Section 6-5-9, which this provision incorporates by reference

**Sec. 6-5-14. Suspension or revocation.**

- (a) The Board may revoke or elect not to renew any License if it determines that the Licensed Premises has been inactive, without good cause, for at least one (1) year.
- (b) The Board has the authority to impose reasonable sanctions on a License and/or Licensee for violation by the Licensee, or any of its owners, agents, operators, employees, or contractor's, of the provisions of this Article, the Town Code, the Colorado Marijuana Code, or of any of the terms, conditions or provisions of the License.
  - 1. Sanctions may include, without limitation:
    - a. Suspension,
    - b. Fine,
    - c. Revocation, and/or
    - d. Probation.
  - 2. Prior to imposing any sanction under this Subsection, the Board shall conduct an investigation into the alleged violation and hold a public hearing at which the Licensee shall be afforded an opportunity to be heard.
  - 3. The Board has the power to administer oaths and issue subpoenas to require the presence of persons and the production of papers, books and records necessary to conduct a public hearing pursuant to this Subsection.
  - 4. Any License may be summarily suspended by the Board without notice pending a prosecution, investigation or public hearing pursuant to the Summary Suspension provisions of the Colorado Marijuana Code, 1 CCR §212-3(8-210(A)).
- (c) Whenever a decision of the Board suspending a license for fourteen (14) days or less becomes final, the Licensee may, before the operative date of the suspension, petition for permission to pay a fine in lieu of suspension for all or part of the suspension period. Upon the receipt of the petition, the Board may, in its sole discretion, stay the proposed suspension and cause any investigation to be made which it deems desirable and may, in its sole discretion, grant the petition if the Board is satisfied that such a grant will not negatively impact the health, safety, or welfare of the Town, and that the payment of the fine will achieve the desired disciplinary purpose(s).

**Sec. 6-5-15. Penalty.**

Failure to comply with the provisions of this Article shall constitute a violation of the Town Code, and, in addition to being grounds for denial, suspension, revocation, fine, probation, or other License sanction pursuant to Section 6-5-14, such violation may be punished by a civil penalty in an amount not exceeding the maximum fine provided in Section 1-4-10 of the Town Code. Proceedings for the determination of such civil liability and imposition of such civil penalty shall be conducted in the Town Municipal Court in the same manner as proceedings relating to noncriminal traffic infractions, in accordance with the provisions of Article 1 of Chapter 8 of the Town Code. In no case shall any defendant found guilty of any violation of this Article be punished by imprisonment for such violation.

---

**Sec. 6-5-16. Incorporation of state law.**

The provisions of the Colorado Marijuana Code, and any rules and regulations promulgated thereunder, are incorporated herein by reference, except to the extent that more restrictive or additional regulations are set forth in this Article.

**Sec. 6-5-17. Licensee Acknowledgements.**

Before issuing a License, the Board shall obtain written confirmation from the Licensee that the Licensee acknowledges, understands, and agrees to the following:

- (a) As of the date of the adoption of this Article, the cultivation, sale, possession, distribution and use of marijuana remains a violation of federal law, and this Article does not provide Licensee, or Licensee’s owners, agents, operators, employees, customers or clients, with any protection from criminal prosecution or civil liability under such federal law. Licensees and their owners, operators, employees, customers and clients assume any and all risk and liability under federal law arising or resulting from the operation of the Regulated Marijuana Store.
- (b) The Town has no liability to a Licensee or any other Person for injuries, damages or liabilities of any kind, under any legal theory, arising out of the enforcement or application of any federal laws.
- (c) To the greatest extent permitted by law, any action taken under the provisions of this Article by any public officers, elected or appointed officials, employees, attorneys and agents of the Town, is not a personal liability of such person or of the Town.
- (d) Any documents and records submitted to the Town in regards to an application or License under this Article may be subject to disclosure pursuant to the Colorado Open Records Act.



# GRAND LAKE BOARD OF TRUSTEES WORKSHOP AND MEETING MINUTES

Monday, March 13, 2023, at 6:00 PM

Town Hall Board Room – 1026 Park Avenue

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

## A. Call to Order

The regular meeting of the Board of Trustees was called to order by Mayor Kudron at 6:32 P.M. in the Town Hall Board Room.

## B. Pledge of Allegiance

Mayor Kudron led everyone in reciting the Pledge of Allegiance.

## C. Announcements

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

## D. Roll Call

Mayor Kudron, Mayor Pro-Tem Bjorkman, Trustees Arntson, Packer, Strachan, and Sobon were present. Town Clerk Carrell and Town Manager Crone.

Trustee Sobon made a motion to excuse Trustee Bergquist’s absence from the workshop and evening meeting. Trustee Packet seconded the motion. Town Clerk Carrell called the vote:

|                        |        |
|------------------------|--------|
| Mayor Kudron           | Aye    |
| Mayor Pro-Tem Bjorkman | Aye    |
| Trustee Bergquist      | Absent |
| Trustee Arntson        | Aye    |
| Trustee Strachan       | Aye    |
| Trustee Packer         | Aye    |
| Trustee Sobon          | Aye    |

## E. Conflicts of Interest

None.

## F. Manager's Report

### Wildlife Issues

We still have some winter left, so that means that there are still moose wandering around Town. Please make sure to give our wildlife a wide berth and keep your dogs away. Every year, moose kill people, we don't need that to happen to our people.

We will see bears coming out pretty soon. Remember, trash kills bears. Keep your trash secured. The Town will be ticketing those people and businesses that don't properly secure trash.

### Snow Plowing

March and April can still be big snow months. Please be careful when driving around our workers and please keep an eye out for pedestrians. We are also entering our true melt/freeze cycles. This means that roads can be very slick in the mornings and evenings. As we enter this season, Public Works will be scraping the roads down to asphalt to avoid the slush buildup. Just be careful.

As a reminder, the plow drivers cannot avoid creating berms across driveways and walkways. It is the responsibility of the homeowners to shovel this snow.

Upcoming Events

It truly is off season in Grand Lake. We do not have any BIG events coming up in the next month or so. However, the library and many of our local businesses will continue to host events, and the Rotary is hosting Soup and Bingo on March 25.

Spring Considerations

The ice rink is probably on its last legs. We are keeping an eye on conditions and ice thickness and will strive to keep it open as long as possible.

It is also almost time to address the Christmas lights. We would like the Board’s input on what we want to keep up all year and what we want to take down.

Audit

Our auditor, Dazio and Associates, will be coming up the third week in March to conduct the audit of our 2022 finances. Given the high level of our Treasurer’s work over the past year, we do not anticipate any problems with this year’s audit. We are also having an audit done of our IT security at the same time.

Ride the Rockies

The Town has begun planning for Ride the Rockies which will be coming into town on Tuesday, June 13. This year’s route will bring the riders over Trail Ridge Road from Estes Park into Grand Lake. After spending the night here, the riders will continue to Winter Park. We will be organizing community meetings about the event over the next couple of months.

Possible Countywide Ballot Issues

The BOCC is considering putting two ballot issues on the November ballot: the OLRT tax and the Tourism tax. We will address both of these proposed issues in an upcoming workshop. Neither issue has been solidified and the BOCC has not made any decisions regarding putting the issues on the ballot.

Next Meeting

The next scheduled meeting will be held in two weeks. It is scheduled on March 27, 2023. At that meeting we will be discussing the Town logo and the proposed dredging project at Grand Lake Estates marina. We will also be considering an amendment to our ADU code.

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

Carrie Barnes, 604 Marina Drive, had questions regarding the status of the Zamboni.

**H. Consideration to Approve Meeting Minutes**

**2. February 27, 2023**

Trustee Arntson made a motion to approve the meeting minutes for February 27, 2023. Trustee Strachan seconded the motion. Town Clerk Carrell called the vote:

|                        |        |
|------------------------|--------|
| Mayor Kudron           | Aye    |
| Mayor Pro-Tem Bjorkman | Aye    |
| Trustee Bergquist      | Absent |
| Trustee Arntson        | Aye    |
| Trustee Strachan       | Aye    |
| Trustee Packer         | Aye    |
| Trustee Sobon          | Aye    |

**I. Consideration to Approve Accounts Payable**

**3. March 13, 2023**

Mayor Pro-Tem Bjorkman made a motion to approve accounts payable for March 13, 2023. Trustee Strachan seconded the motion. Town Clerk Carrell called the vote:

|                        |        |
|------------------------|--------|
| Mayor Kudron           | Aye    |
| Mayor Pro-Tem Bjorkman | Aye    |
| Trustee Bergquist      | Absent |
| Trustee Arntson        | Aye    |
| Trustee Strachan       | Aye    |
| Trustee Packer         | Aye    |
| Trustee Sobon          | Aye    |

**J. Financial Review**

**4. February Financials**

Presented by Town Treasurer Wilson.

**K. Items of Discussion**

**1. Quasi-Judicial (Public Hearing): Consideration of Resolution 08-2023, Daven Haven Planned Development Amendment #3, Continued from 02-13-2023.**

Mayor Kudron opened the public hearing.

Presented by Town Community Developer White.

Carrie Barnes, 604 Marina Drive- Mrs. Barnes wanted to address two issues, the first being a complaint a neighbor had made concerning the constant traffic flow from guests using the public right of way. She assured the board there is no steady flow of traffic that uses the public right of way. They do have occasions where people may bring a boat and they maneuver and park them in a certain area, and by them using the public right of way that is the best way to exit the property. Currently there is a sign that says "Guest Exit", they are happy to take that down and put an "Emergency Exit" sign as a replacement. The amount of usage going that way is extremely minimal. Mrs. Barnes doesn't agree with any public access becoming someone's private driveway as that's essentially, she believes what would happen.

Number two, they had been approved to put a dumpster in the designated space if they poured a concrete slab. The slab was poured, but they never came back to finish all the paperwork. They would like to be able to keep the concrete slab with the minimal encroachment, but agree they should put some fencing around the dumpster. Doesn't believe the encroachment is problematic for the town.

Jennifer Kepper, 807 Tallaqua, is a neighbor to Daven Haven and doesn't believe it should be a private drive. They have never had a problem with traffic or people coming and going. Supports the Barnes request.

Mayor Kudron closed the public hearing.

Mayor Pro-Tem Bjorkman made a motion to approve Resolution 08-2023, Daven Haven planned development amendment #3, with the conditions of proof of lean holder consent is received prior to the Mayors signature and recording of the plat , that the amended and updated declarations are received and reviewed by staff prior to the mayors signature and recording of those amended and updated declarations, removing the emergency exit designation of the alley exit from the plat, and that staff be directed to draft an encroachment agreement for the

dumpster concrete pad and for it to be screened in. Trustee Sobon seconded the motion. Town Clerk Carrell called the vote:

|                               |               |
|-------------------------------|---------------|
| <b>Mayor Kudron</b>           | <b>Aye</b>    |
| <b>Mayor Pro-Tem Bjorkman</b> | <b>Aye</b>    |
| <b>Trustee Bergquist</b>      | <b>Absent</b> |
| <b>Trustee Arntson</b>        | <b>Aye</b>    |
| <b>Trustee Strachan</b>       | <b>Aye</b>    |
| <b>Trustee Packer</b>         | <b>Aye</b>    |
| <b>Trustee Sobon</b>          | <b>Aye</b>    |

**2. Consideration of MOU with Rocky Mountain Folk School**

Presented by Town Treasurer Wilson.

Mayor Pro-Tem Bjorkman made a motion to approve the MOU with Rocky Mountain Folk School. Trustee Arntson seconded the motion. Town Clerk Carrell called the vote:

|                               |               |
|-------------------------------|---------------|
| <b>Mayor Kudron</b>           | <b>Aye</b>    |
| <b>Mayor Pro-Tem Bjorkman</b> | <b>Aye</b>    |
| <b>Trustee Bergquist</b>      | <b>Absent</b> |
| <b>Trustee Arntson</b>        | <b>Aye</b>    |
| <b>Trustee Strachan</b>       | <b>Aye</b>    |
| <b>Trustee Packer</b>         | <b>Aye</b>    |
| <b>Trustee Sobon</b>          | <b>Aye</b>    |

**3. Consideration of Resolution 09-2023, Setting Fees for Headwaters Marina**

Trustee Arntson made a motion to approve Resolution 09-2023, setting fees for Headwaters Marina. Mayor Pro-Tem Bjorkman seconded the motion. Town Clerk Carrell called the vote:

|                               |               |
|-------------------------------|---------------|
| <b>Mayor Kudron</b>           | <b>Aye</b>    |
| <b>Mayor Pro-Tem Bjorkman</b> | <b>Aye</b>    |
| <b>Trustee Bergquist</b>      | <b>Absent</b> |
| <b>Trustee Arntson</b>        | <b>Aye</b>    |
| <b>Trustee Strachan</b>       | <b>Aye</b>    |
| <b>Trustee Packer</b>         | <b>Aye</b>    |
| <b>Trustee Sobon</b>          | <b>Aye</b>    |

**L. Future Items for Consideration**

- Encroachment
- Resolution Fees for Marijuana License

**M. Mayor's Report**

Mayor Kudron asked the Trustee’s opinion on the Creative District possibly using Matthews Property’s barn to hold a wood working class. He believes there is a time for it, but doesn’t believe we are ready for classes, as it’s a huge commitment to resources.

Trustee Packer believes these are the programs that need to be brought to town to start building the Creative District and put money in the bank. They don’t want to be considered a local craft center as they want to bring bigger talent to Grand Lake.

Trustee Arntson believes they need to start locally with artists and build resources to reach their goal.

The Trustees suggested the Creative District put together a proposal so they can better understand their events and bring it to the Board for review.

**N. Adjourn Meeting**

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

|                               |               |
|-------------------------------|---------------|
| <b>Mayor Kudron</b>           | <b>Aye</b>    |
| <b>Mayor Pro-Tem Bjorkman</b> | <b>Aye</b>    |
| <b>Trustee Bergquist</b>      | <b>Absent</b> |
| <b>Trustee Arntson</b>        | <b>Aye</b>    |
| <b>Trustee Strachan</b>       | <b>Aye</b>    |
| <b>Trustee Packer</b>         | <b>Aye</b>    |
| <b>Trustee Sobon</b>          | <b>Aye</b>    |

This meeting of the Board of Trustees was adjourned at 8:19 PM.

**(Attest)**

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

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



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

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



# Grand Lake Board of Trustees

## ADU Definition to Include Detached Structures in Municipal Code 12-2-6

TO: Mayor Kudron and the Trustees  
 FROM: Kimberly White, Planning Department  
 DATE: 03/27/2023  
 RE: Ordinance 02-2023; Consideration to Amend Grand Lake Municipal Code 12-2-6, Definition of Accessory Dwelling Unit

**Purpose:**

Town staff has been directed to draft a new definition for accessory dwelling units (ADU’s) to include detached units. Current Definition reads: One (1) additional dwelling unit within, and not legally subdivided from, the principal structure. The dwelling unit must be in a continuous enclosure. The entire dwelling unit must function as a unit without any permanent physical separation such as wall or floor with no means of connection.

**Background:**

At the 5/18/2022 planning commission meeting, the commissioners asked that a discussion be scheduled for ADU’s and the rules surrounding them.

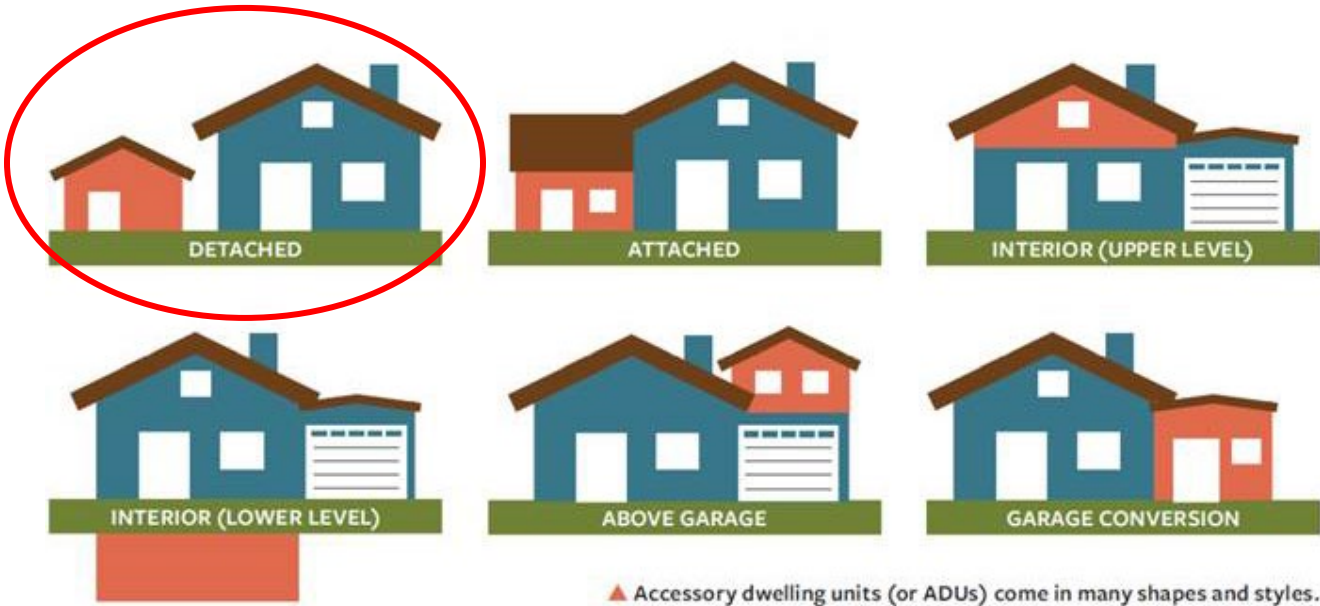
The Planning commission discussed ADU’s at the following meetings:

- 06/01/22 ([minutes](#)):
- 09/21/22 ([minutes](#)).
- 11/2/22 ([minutes](#))
- 02/01/2023 ([minutes](#))
- 03/15/2023

**ToGL Municipal Code (exhibit A):**

- The code does not discuss any required spacing between structures on a single property (it is referenced in with Fire code IBC 2015).
- The code makes exceptions for 2 contiguous water using units (10-1-6-B)
- The code identifies parking requirements for additional units (12-2-28).
- The code states that nightly rentals are not permitted in ADU’s in most districts.
- The code states minimum and maximum square footage of ADU’s in residential districts.
- The Town code currently allows attached ADU’s and has set regulations for density, and sizing for each zone.
- The code defines driveway as location to gain access to property, serving no more than 1 SFR or 2 upon permission.

The Town currently allows all of the types of ADU's below except for detached (circled). Changing the definition would allow all the types of ADU's seen below:



Source: The ABCs of ADUs, a guide to accessory dwelling units and how to expand housing options for people of all ages, AARP

4

**Motion:**

The Board of Trustees moves to adopt Ordinance 02-2023 updating the definition of Accessory Dwelling Units.

Or

The Board of Trustees moves to adopt Ordinance 02-2023 updating the definition of Accessory Dwelling Units with conditions: \_\_\_\_\_.

Or

Move to Deny the Ordinance 02-2023

**TOWN OF GRAND LAKE  
BOARD OF TRUSTEES  
RESOLUTION NO. 02-2023**

**A RESOLUTION AMENDING GRAND LAKE MUNICIPAL CODE SECTION 12-2-6  
REGARDING THE DEFINITION OF ACCESSORY DWELLING UNIT**

**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; and

**WHEREAS**, the Planning Commission of the Town of Grand Lake (the “Commission”), pursuant to Colorado Revised Statutes and the Town of Grand Lake Municipal Code (“The Code”), is vested with the authority to perform such duties as are conferred upon them, including making recommendations to the Board; and,

**WHEREAS**, the Town of Grand Lake Municipal Code Title 12, Article 2 was adopted to establish regulations and restrictions in accordance with a land use plan to, among other things, provide comprehensive regulations restricting the erection, construction, reconstruction, alteration, repair and use of building, structures, and land within the Town of Grand Lake; and

**WHEREAS**, the Town Code Municipal Code Title 12, Article 2, Section 6 provides definitions of certain terms in order to facilitate understanding of subsequent sections of the Town Code; and

**WHEREAS**, the Planning Commission of the Town of Grand Lake has determined the definition of “Accessory Dwelling Unit (ADU)” should be amended to permit both attached and detached Accessory Dwelling Units within the Town of Grand Lake; and

**WHEREAS**, the Planning Commission of the Town of Grand Lake has determined that certain terms defined in the Town Code lack clarity and, therefore, are difficult to apply when making land-use decisions; and

**WHEREAS**, the Planning Commission of the Town of Grand Lake reviewed the definition of ADU and unanimously approved Planning Commission Resolution 03-2023 at its regular meeting March 15, 2023, recommending revisions to the same; and

**WHEREAS**, the Board has determined that it is in the interest of the Town to amend the definition of ADU located in Chapter 12, Article 2 of the Code in conformance with the recommendations of the Planning Commission.

**NOW THEREFORE BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO AS FOLLOWS:**

1. The Board of Trustees hereby amends Section 12-2-6 of the Municipal Code of the Town of Grand Lake by amending the definition of “Accessory Dwelling Unit (ADU)” with the removal of the ~~striketrough language~~ and the addition of the **bold underlined language** to read in its entirety as follows:

**Accessory Dwelling Unit (ADU).** One (1) additional dwelling unit within **or in addition to,** and not legally subdivided from, the principal structure. ~~The dwelling unit must be in a continuous enclosure. The entire dwelling unit~~ **Accessory Dwelling Unit** must function as a **Dwelling Unit** ~~unit~~ without any permanent physical separation such as wall or floor with no means of connection **and may be attached to or detached from the principal structure.**

2. **Severability:** If any Article, Section, paragraph, sentence, clause, or phrase of this Ordinance is held to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of this Ordinance. The Board of Trustees declares that it would have passed this Ordinance and each part or parts thereof irrespective of the fact that any one part or parts be declared unconstitutional or invalid.

3. **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 the prosecution or punishment of any person for any act done or committed in violation of any Ordinance hereby repealed prior to the taking effect of this Ordinance.

**INTRODUCED, PASSED AND ADOPTED AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF THE TOWN OF GRAND LAKE, COLORADO, THIS 27TH DAY OF MARCH, 2023.**

Votes Approving: \_\_\_\_\_  
Votes Opposed: \_\_\_\_\_  
Absent: \_\_\_\_\_  
Abstained: \_\_\_\_\_

**ATTEST:**

**TOWN OF GRAND LAKE**

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

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



# Grand Lake Planning Commission

## Municipal Code Items- Exhibit A

Definition:  
MC 12-2-26

Accessory Dwelling Unit (ADU) – One additional dwelling unit within, and not legally subdivided from, the principal structure. The dwelling unit must be in a continuous enclosure. The entire dwelling unit must function as a unit without any permanent physical separation such as wall or floor with no means of connection.

Accessory Uses and Structures - A use naturally and normally incidental to a use by a right, and complying with all of the following conditions:

- (a) Clearly incidental and customary to and commonly associated with the operation on the use by right;
- (b) Is operated and maintained under the same ownership as the use by right;
- (c) Includes only those structures or structural features consistent with the use by right;
- (d) The gross land area utilized by all accessory uses of all uses by right on the same property shall not exceed ten percent (10%) of the Building Area of the property and the gross land area utilized by all accessory uses of all uses by right shall not exceed the gross land area utilized by all uses by right;
- (e) May include home occupations, as defined by this Article or;
- (f) Overnight camping on private residential property, by the owner or guest, for a period not exceeding seven (7) consecutive days.

Dwelling Unit - Any room or group of rooms in a multi-family building designed for or used as a dwelling by one family as an independent housekeeping unit including toilet and kitchen facilities, but not including hotels, motels, clubs, boarding houses, or any institution such as an asylum, hospital, or jail where human beings are housed by reason of illness or under legal restraint. The term dwelling unit shall also include a modular or manufactured home which has been attached to a permanent foundation; and which has been added to the ad valorem tax rolls to be considered as a taxable property. The arrangement of rooms in each dwelling unit shall be such as to prohibit the division of one dwelling unit into two or more dwelling units.

Nightly Rental – A structure, dwelling or dwelling unit that is rented for periods of time of less than thirty (30) consecutive days. The term “Nightly rental” shall not include hotel, motel, or bed and breakfast establishments.

One example of a zone:  
12-2-12 Regulations for Single Family Residential – High Density – RSH  
The regulations set forth in this Section, or set forth elsewhere in this Article, when referred to in this Section, are the District Regulations in the RSH - Single Family Residential District - High Density.

(A) Uses Permitted by Right

1. Single Family and Accessory Dwelling Units (ADUs).
2. Home occupations
3. Domestic animals, provided such animals are household pets and that kennels are not maintained.
4. Fences, hedges, and walls, provided such uses are located where they will not obstruct motorists' vision at street intersections.
5. Accessory buildings and uses customarily incident to the uses permitted in this district.
6. Nightly Rentals in the Single Family Residence only. Nightly Rentals will not be permitted in Accessory Dwelling Units (ADUs).
7. Historic structures.

(B) Conditional Uses

1. Public Utilities.
2. Fire stations, police stations and telephone exchanges.
3. Water reservoirs, water storage tanks, water pumping stations, sewer lift stations and wireless towers.
4. The Commission may in addition prescribe any additional conditions regarding intensity or limitation of use, appearance, hours of operation, setbacks or required open space, or other such conditions which may be deemed necessary by the Planning Commission.
5. Nightly Rentals will be treated as a conditional use when an objection has been raised as to the use by right. See 12-2-31(B)4 Nightly Rental Conditional Use Permits.
6. Bed and Breakfasts

(C) Zoning Standards: Except as provided in Section 12-2-27, the area regulations are as follows:

| Standard Type               | Measurement  |  |                 |
|-----------------------------|--|--|-----------------|
| <b>Minimum Lot Area</b>     | <i>5,000 sq. ft. per single family home</i>                              | <i>5,000 sq. ft. for all conditional uses</i>  |                 |
| <b>Minimum Lot Frontage</b> | <i>50'</i>   |  |                 |
| <b>Minimum Floor Area</b>   | <i>800 sq. ft per single family home</i>                                 | <i>500 sq. ft. per accessory dwelling unit</i> |                 |
| <b>Maximum Floor Area</b>   | Governed by zoning standards   | <i>800 sq. ft. per accessory dwelling unit</i> |                 |
| <b>Minimum Setback</b>      | <i>Front 25'</i>   | <i>Side 10'</i>                                | <i>Rear 10'</i> |
| <b>Maximum Height</b>       | <i>32'</i>   |  |                 |
| <b>Density</b>              | <i>One single family home and one accessory dwelling unit per parcel</i> |  |                 |

10-1-6 Service Line:

(B) Separate Service Lines Required

Each water using unit shall have a separate 3/4 inch (minimum) service line to the water system, a meter and a curb stop. No connection with the water system shall be made by extending the service line from one water using unit to another. When two or more water using units are contiguous and owned by the same person, the Town may authorize an exception.

10-1-7 Meters

(A) Meters Required

Each and every water using unit connected to the water system shall be required to have a meter of a type, size and configuration designated by the Town. All meters will be furnished to the customer by the Town. Each water meter shall be installed with service valves both upstream and downstream from the meter. The purchase and installation costs for meters will be borne by the customer, but in all cases, the meter shall be owned by the Town. Meters shall be installed either by Town personnel or by a plumber licensed by the State of Colorado. All meters shall be installed in accordance with applicable governmental and plumbing codes and such additional specifications as may be approved by the Town Board of Trustees.



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

**Date:** March 23, 2023  
**To:** Mayor Kudron and the Board of Trustees  
**From:** Matthew Reed, Director of Public Works  
**Re:** Approval of a Bid for a Mini Skid Steer

**Background**

The Town of Grand Lake operates 2 small tractors for the boardwalks-sidewalks. One of these machines is 11 years old and getting worn out. The town budgeted for a 1ton truck in the 2023 budget at \$80,000.00. We do not see a need for this truck and would like to use some of these funds that are in the capital equipment line to purchase this small skid steer.

With the completion of Park Ave adding about another 3<sup>rd</sup> of the boardwalk to maintain I would like to see us step up to a little more of a machine with more uses. This would be replacing one of the little John Deer tractors.

We looked at 3 different machines from 3 different vendors and all have come to conclusion that his ASV RT40 would be the best fit for our needs. The area dealer for ASV is Hardline Equipment the machine itself is \$55,895.00 plus attachments. We would like to get the snowblower, Skeleton bucket, Angle Broom, pallet forks, dirt bucket with bolt on cutting edge, snow bucket, and the Universal Attachment Adapter. The total after the ASV \$3000.00 rebate and the \$500.00 delivery fee is \$76,649.00.

**Motion**

If the Board of Trustees desires to accept the bid from Hardline Equipment for the new ASV RT40, then it may do so by approving the following motion:

*I move to accept the bid from Hardline Equipment for an 2023 ASV RT40 and accessories for a total cost of \$76,649.00.*



Po Box 39  
Henderson, Co. 80640

Section 10, Item B.

# Proposal

Phone: 303-288-8989  
Fax: 303-288-8787  
www.hardlineequipment.com

|          |      |
|----------|------|
| Date     | No.  |
| 2/9/2023 | 3251 |

|  |
|--|
| <b>Name / Address</b>  |
| Town of Grand Lake<br>Attn: Matt Reed<br>PO Box 99<br>Grand Lake, CO 80447 |

|  |
|--|
| <b>Ship To</b>                           |
| 1026 Park Avenue<br>Grand Lake, CO 80447 |

| P.O. No. |     | Rep | VIN #  | Body S/N # | Body Model # |
|----------|-----|-----|--|------------|--------------|
|          |     | GK  |  |            | RT40 AWCP    |
| Item     | Qty | U/M | Description  | Rate       | Amount       |
| ASV      |     |     | New 2023 ASV RT40 AWCP<br>- Details: AWC, With: Suspension seat, roof panel, rear window, cab, heat & A/C, sound insulation & attachment control kit<br><br>Operator Station<br>-ROPS<br>-Loader Control: Right- hand pilot hydraulic joystick controls loader lift/tilt, with intermittent control of auxiliary hydraulics<br>- Drive Control: Left-hand pilot hydraulic joystick controls<br>- Hand Rotary Engine Speed Control<br>- Multifunctional Display/Indicator: Fuel level, Engine Oil Pressure, Hour Meter, Battery Voltage, Hydraulic Oil Temperature, Trip Meter<br>Tachometer, Engine Coolant Temperature, Multiple Languages<br>- ROPS: ISO 3471<br>- Restraint-ISO 6683, SAE J2292, Cal OSHA 1596<br>- FOPS: ISO 3449 Level 1<br>- Illumination: 2 fixed Forward Facing Lights 1 Rear Facing Light<br>- Horn<br>- Backup Alarm<br><br>Auxiliary Hydraulic System:<br>- Maximum System Pressure: 3000 psi<br>- Pilot Hydraulic Joystick Control<br>- Flat Faced Couplers: 1/2"<br>- Auxiliary Pump Flow: 13.3 gpm | 55,895.00  | 55,895.00    |

Proposal Valid For 30 Days From Proposal Date

|              |
|--------------|
| <b>Total</b> |
|--------------|



Po Box 39  
Henderson, Co. 80640

Section 10, Item B.

# Proposal

Phone: 303-288-8989  
Fax: 303-288-8787  
www.hardlineequipment.com

| Date     | No.  |
|----------|------|
| 2/9/2023 | 3251 |

| Name / Address   |
|--|
| Town of Grand Lake<br>Attn: Matt Reed<br>PO Box 99<br>Grand Lake, CO 80447 |

| Ship To                                  |
|--|
| 1026 Park Avenue<br>Grand Lake, CO 80447 |

| P.O. No. | Rep | VIN # | Body S/N #   | Body Model # |        |
|----------|-----|-------|--|--------------|--------|
|          | GK  |       |  | RT40 AWCP    |        |
| Item     | Qty | U/M   | Description  | Rate         | Amount |
|          |     |       | <ul style="list-style-type: none"> <li>- Manual Quick Attach</li> <li>- AttachmentControl Kit</li> <li>- Variable Auxiliary Flow</li> </ul> <p>Engine Specifications</p> <ul style="list-style-type: none"> <li>- Diesel 3-cylinder</li> <li>- Yanmar 3TNV86CT-MASV</li> <li>- Displacement: 95.8 in3</li> <li>- Gross Horsepower: 38.2 hp</li> <li>- Torque Peak: 91.5 ft-lb</li> <li>- Engine-Driven Fan</li> <li>- Anti-Freeze Filled Radiator Cooling System</li> <li>- Dual Stage Intake Air Cleaner</li> <li>- Engine Block Heater</li> <li>- Meets All U.S EPA Tier 4 Final Standards</li> </ul> <p>Service Capacity</p> <ul style="list-style-type: none"> <li>- Fuel Tank: 13 gal</li> <li>- Hydraulic Tank: 3.4 gal</li> <li>- Engine Coolant: 1.8 gal</li> <li>- Engine Oil (Including Filter): 6 quarts</li> </ul> <p>Drive Train</p> <ul style="list-style-type: none"> <li>- Dual Hydraulic Drive Motors</li> <li>- Track Width: 11"</li> <li>- Length of Track on the Ground: 55"</li> <li>- 2 Independent Torsion Axle Suspension</li> <li>- Ground Contact Area: 1210 in<sup>2</sup></li> <li>- Roller wheels: 24 high density polyurethane</li> <li>- Roller Wheel Diameter: 10" Metal Face Seals</li> </ul> <p>Front &amp; Rear</p> |              |        |

Proposal Valid For 30 Days From Proposal Date

|              |
|--------------|
| <b>Total</b> |
|--------------|



Po Box 39  
Henderson, Co. 80640

Section 10, Item B.

# Proposal

Phone: 303-288-8989  
Fax: 303-288-8787  
www.hardlineequipment.com

| Date     | No.  |
|----------|------|
| 2/9/2023 | 3251 |

| Name / Address   |
|--|
| Town of Grand Lake<br>Attn: Matt Reed<br>PO Box 99<br>Grand Lake, CO 80447 |

| Ship To                                  |
|--|
| 1026 Park Avenue<br>Grand Lake, CO 80447 |

| P.O. No. | Rep | VIN # | Body S/N #  | Body Model # |        |
|----------|-----|-------|---|--------------|--------|
|          | GK  |       |   | RT40 AWCP    |        |
| Item     | Qty | U/M   | Description   | Rate         | Amount |
|          |     |       | <ul style="list-style-type: none"> <li>- Metal Face Seals Front &amp; Rear</li> <li>Electrical System</li> <li>-Upgradeable Wiring Harness</li> <li>-Normal Charge: 12V</li> <li>-Battery: 590 CCA</li> <li>-Alternator Charging System: 80 Amp</li> <li>- (1) 12v port inside operators station</li> <li>Operating Specifications</li> <li>- Radial Loader Arms</li> <li>- Operating Weight: 4005 lbs</li> <li>- Tipping Load: 2660 lbs</li> <li>- Operating Capacity: 931 lbs</li> <li>- Max. Travel Speed: 7.1 mph</li> <li>- Height to Bucket Pin: 101"</li> <li>- Maximum Dump Angle at Full Height: 41°</li> <li>- Rear Angle of Departure: 46°</li> <li>- Bucket Roll Back at Ground Level: 18°</li> <li>- Ground Clearance: Unloaded 10.8"</li> <li>- Overall Length with Bucket: 112"</li> </ul> |              |        |

Proposal Valid For 30 Days From Proposal Date

|              |
|--------------|
| <b>Total</b> |
|--------------|



Po Box 39  
Henderson, Co. 80640

Section 10, Item B.

# Proposal

Phone: 303-288-8989  
Fax: 303-288-8787  
www.hardlineequipment.com

| Date     | No.  |
|----------|------|
| 2/9/2023 | 3251 |

| Name / Address   |
|--|
| Town of Grand Lake<br>Attn: Matt Reed<br>PO Box 99<br>Grand Lake, CO 80447 |

| Ship To                                  |
|--|
| 1026 Park Avenue<br>Grand Lake, CO 80447 |

| P.O. No.           | Rep | VIN # | Body S/N #  | Body Model #    |                |
|--------------------|-----|-------|---|-----------------|----------------|
|                    | GK  |       |   | RT40 AWCP       |                |
| Item               | Qty | U/M   | Description   | Rate            | Amount         |
| ASV Rebate         |     |       | ASV Rebate (NOT APPLICABLE WITH ASV LOW INTEREST SALES PROMOTION) | -3,000.00       | -3,000.00      |
| ASV                |     |       | Rear vision Camera  | 1,030.00        | 1,030.00       |
| ASV                |     |       | 48" Dirt Bucket with bolt on cutting edge                         | 1,135.00        | 1,135.00       |
| ASV                |     |       | 0405-282 Snow Blower 48"  | 8,975.00        | 8,975.00       |
| ASV                |     |       | V20 MINI SKID STEER SNOW BUCKET                                   | 1,515.00        | 1,515.00       |
| ASV                |     |       | V20 MINI SKID STEER SKELETON Rock Bucket                          | 1,360.00        | 1,360.00       |
| ASV                |     |       | 0402-581 Universal Attachment Adapter                             | 1,074.00        | 1,074.00       |
| ASV                |     |       | V20 MINI SKID STEER ANGLE BROOM                                   | 6,240.00        | 6,240.00       |
| ASV                |     |       | Virnig 48" Forks 5,500 Rated Capacity                             | 1,175.00        | 1,175.00       |
| Freight and Han... |     |       | Freight from Grand Rapids, MN to Commerce City, CO                | 750.00          | 750.00         |
| Freight and Han... |     |       | Freight Commerce City to Grand Lake, CO Municipal CO              | 500.00<br>0.00% | 500.00<br>0.00 |

Proposal Valid For 30 Days From Proposal Date

|              |             |
|--------------|-------------|
| <b>Total</b> | \$76,649.00 |
|--------------|-------------|

Thank you for your business. Sales Tax Notice: Hardline Equipment LLC will be collecting all Sales Taxes due unless Buyer provides exemption documentation acceptable to your jurisdiction. This includes, but not limited to, all affiliated Nexus interstate Sales Taxes for your specific state and jurisdiction. This is subject to change. If Sales Tax is not presented on this document Hardline Equipment reserves the right to collect and remit sales taxes to comply with your state and jurisdiction regulations. By receiving this document, you agree to the collection of Sales Taxes.

# RT-40

Section 10, Item B.

## A NEW ENGINE MEETS UNMATCHED ENGINEERING.



Introducing the new RT-40 powered by YANMAR—our workhorse just got even stronger. With YANMAR power, confidence comes standard. As does access to world-class serviceability and the benchmark performance of the RT-40 that so many have come to trust in the field. This small-frame workhorse features a variety of comfort, visibility and performance upgrades that make it even easier to own and operate.

// COMPACT PERFORMANCE / UNRIVALED VERSATILITY / PREMIUM COMFORT

**asv**

Powered by **YANMAR**

55

R

# RT-40 COMPACT TRACK LOADER

Section 10, Item B.

## OPERATING SPECIFICATIONS

|  |                        |
|--|------------------------|
| LOADER ARMS                                    | Radial                 |
| OPERATING WEIGHT                               | 4,005 lbs ( 1,817 kg ) |
| SHIPPING WEIGHT                                | 3,587 lbs ( 1,627 kg ) |
| GROUND PRESSURE AT OPERATING WEIGHT            | 3.3 psi ( 22.7 kPa )   |
| RATED OPERATING CAPACITY (35% of tipping load) | 931 lbs ( 422 kg )     |
| OPERATING CAPACITY (50% of tipping load)       | 1,330 lbs ( 603 kg )   |
| TIPPING LOAD                                   | 2,660 lbs ( 1,206 kg ) |
| TRAVEL SPEED, MAXIMUM                          | 7.1 mph ( 11.4 kph )   |

## ENGINE

|                    |                                   |
|--------------------|-----------------------------------|
| TYPE               | Diesel, 3-cylinder, turbo charged |
| MODEL              | YANMAR 3TNV86CT                   |
| DISPLACEMENT       | 95.7 in <sup>3</sup> ( 1.6 L )    |
| GROSS POWER RATING | 38.2 hp ( 28.5 kW )               |
| TORQUE, PEAK       | 93.6 ft-lb ( 126.9 Nm )           |

## UNDERCARRIAGE

TRACK TYPE: General purpose track constructed of rubber compound with embedded co-polymer cords and all-purpose treads. Single row of track drive lugs molded in. Turf track with smooth tread available as an option

|                           |  |
|---------------------------|--|
| TRACK WIDTH               | 11 in. ( 279 mm )  |
| LENGTH OF TRACK ON GROUND | 55 in. ( 1,397 mm )  |
| GROUND CONTACT AREA       | 1,210 in. <sup>2</sup> ( .78 m <sup>2</sup> )  |
| DRIVE SYSTEM              | Two hydrostatic direct drive sprockets controlled by a single joystick                   |
| TRACK DRIVE SPROCKET      | Elevated with low friction, replaceable sprocket rollers                                 |
| UNDERCARRIAGE SUSPENSION  | 2 independent torsion axles per undercarriage  |
| ROLLER WHEELS             | 12 high-density polyurethane and rubber wheels per track. Wheels include sealed bearings |
| ROLLER WHEEL DIAMETER     | 10 in. ( 254 mm )  |

## AUXILIARY HYDRAULIC SYSTEM

|                       |   |
|-----------------------|---|
| PUMP CAPACITY         | 13.3 gpm ( 50.4 lpm )   |
| SYSTEM PRESSURE, MAX. | 3,000 psi ( 20,684 kPa )  |
| CONTROLS              | Variable flow via joystick button or continuous via console switch, mode selectable via dash-mounted switch |
| COUPLERS              | Push to connect quick couplers mounted on manifold block. Pressure relief valve on block.                   |
| COOLING SYSTEM        | High efficiency oil cooler beside engine radiator, not stacked  |
| STANDARD FEATURES     | Manual quick-attach   |

## ELECTRICAL SYSTEM

|                   |   |
|-------------------|---|
| NOMINAL CHARGE    | 12 V  |
| BATTERY           | 590 CCA   |
| CHARGING SYSTEM   | 80 amp alternator                               |
| OUTLETS           | 1-12 V port inside operator station             |
| WIRING            | Pre-wired for all factory-available accessories |
| STANDARD FEATURES | Engine block heater                             |

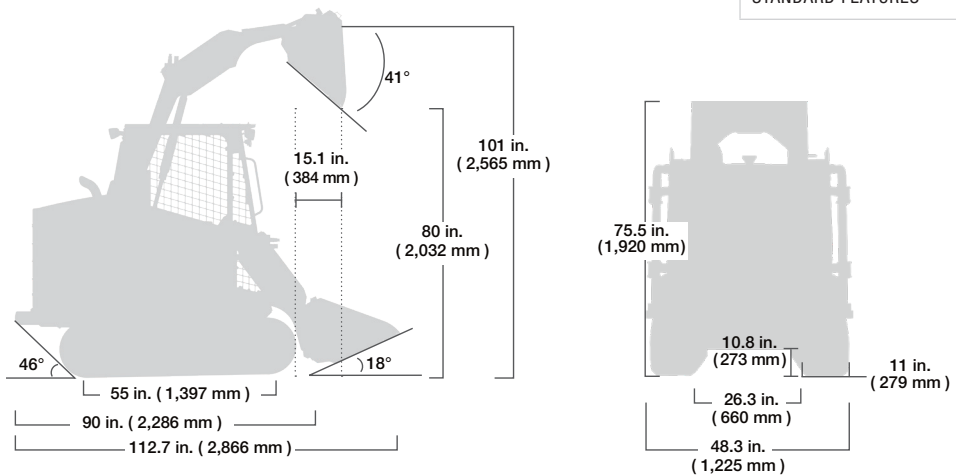
## OPERATOR STATION

SEAT: Adjustable contour vinyl seat with built-in operator presence switch, lap bar and 2 in. ( 51 mm ) wide seat belt

LOADER CONTROL: Right-hand pilot hydraulic joystick controls loader lift, lower and tilt, plus intermittent control of auxiliary hydraulic.

DRIVE CONTROL: Left-hand pilot hydraulic joystick controls machine speed and direction.

|  |  |
|--|--|
| ENGINE SPEED                                       | Hand-operated rotary throttle  |
| PARKING BRAKE                                      | Actuated by dash-mounted switch  |
| MULTI-FUNCTIONAL COLOR 4.3 INCH DISPLAY/INDICATOR: | Engine RPM, Engine Coolant Temperature, Engine Oil Pressure, Hydraulic Oil Temperature, Battery Voltage, Hour Meter, Fuel Level, Trip Meter, Engine Diagnostics, System Monitoring, Fault Logging and More |
| ROPS   | Meets ISO 3471   |
| FOPS   | Meets ISO 3449   |
| OPERATOR RESTRAINT ANCHORAGE                       | Meets ISO 6683<br>CAL OSHA 1596  |
| ILLUMINATION                                       | 2 - Fixed forward-facing LED lights<br>1 - Adjustable rear-facing LED light<br>1 - Interior light<br>2 - Red LED tail lights   |
| CONVENIENCE  | 1 - 12 V power ports   |
| STANDARD FEATURES                                  | Horn, backup alarm, rear window  |





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

To: Mayor Kudron and the Grand Lake Board of Trustees  
From: John Crone, Town Manager  
Re: Entering into an MOU with Colorado Aerolab for Use of CivicRec  
Date: March 27, 2023

**Background**

Colorado Aerolab is the nonprofit company that runs the Town’s Summer Day Camp and our Afterschool Program out of the Grand Lake Center. Civic Rec is the new scheduling and payment portal that the Town has acquired. Aerolab would like to enter into an MOU with the Town that is similar to the MOU that the Town entered into last meeting with the Rocky Mountain Folk School.

When the Town subscribed to CivicRec, it was anticipated that the platform would also be used by some of our local nonprofits that have a close, trusted relationship with the Town. The Board’s decision at the March 13 meeting to enter into an MOU with the Folk School demonstrated how this platform can be beneficial to the citizens and guests of Grand Lake.

The proposed MOU with Aerolab is identical to the one that our Town Attorney drafted for use with the Folk School. It will protect the Town from unforeseen complications with the platform’s use, while, at the same time, providing Aerolab with an easy way to register children for its programs.

**Motion**

If the Board of Trustees desires enter into an MOU with Aerolab for use of the CivicRec platform, it may do so by approving the following motion.

*I move to instruct the Manager to sign the MOU with Colorado Aerolab for the use of the Town’s CivicRec platform.*

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN  
THE TOWN OF GRAND LAKE AND AEROLAB**

**THIS AGREEMENT** (“Agreement”) made this \_\_\_ day of \_\_\_\_\_, 2023, by, between the Town of Grand Lake, a Colorado municipal corporation (hereinafter, the “Town”), and Colorado Aerolab (hereinafter “Aerolab”), and hereinafter referred to jointly as “the Parties”; and

**WHEREAS**, the Town desires to hire Aerolab to provide certain services described herein (the “Programs”) as an independent contractor; and

**WHEREAS**, Aerolab desires to provide the Programs for the benefit of the Town; and

**WHEREAS**, the Town also wishes to contract with Aerolab to make available certain services and equipment that would permit Aerolab to operate more effectively and efficiently to provide the Programs; and

**WHEREAS**, the Town possesses certain services and equipment that would allow online booking and payment (the “Services and Equipment”) for the Programs.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and the recitals as set forth above, the Parties hereby agree as follows:

1. **PURPOSE.** Aerolab will provide Programs for the benefit of the Town as an Independent Contractor, and not as an employee. The Parties agree to permit Aerolab to utilize the Town’s online platform to allow people to make reservations for services offered by Aerolab. Additionally, the Town will permit Aerolab to use the Town’s online platform to receive payment electronically for services offered Aerolab. In consideration for providing the Programs, the Town will make available the funds actually received to Aerolab on a monthly basis. Aerolab may surcharge such online reservations and payments in accordance with C.R.S. § 5-2-212 and the Visa Mastercard and credit card processor guidelines.
2. **COOPERATION.** The Parties agree to work together and cooperate in providing further information or taking other actions as may be requested or required by the State or Federal Government or in order to satisfy the requirements of the Agreement.
3. **OPERATIONS.** The Parties agree that the Services and Equipment shall be used to provide the Programs and in accordance with all Federal, State, County, Grand Lake, website host and/or credit card processing laws, rules, regulations and guidelines. The Programs will be held at times and locations determined by Aerolab. Aerolab will determine the content of the Programs, however, the Town reserves the right to terminate this Agreement if, in the sole discretion of the Town, the Programs are detrimental, injurious to, or not in the best interest of the health, safety and welfare of the residents of the Town.

4. **HOLD HARMLESS.** To the fullest extent permitted by applicable law, the Parties shall indemnify, defend and hold harmless the Town, its employees, Board members, and agents, against any and all claims or actions based upon or arising out of damages or injury to persons or property caused by or sustained in connection with the use of the Facility.

5. **MISCELLANEOUS PROVISIONS**

- a. The Town will work cooperatively with Aerolab to create, establish, and implement all necessary initial set up, programing, and software to fulfill the purposes of this Agreement (the “Set Up”).
- b. After the initial Set Up, Aerolab shall be responsible for the administration of their programs through the online platform. Town may, but is not required to, periodically inspect the Set Up as well as its Services and Equipment to ensure it is being used properly and in compliance with this Agreement to provide the Programs.
- c. As compensation for providing the Programs, the Town shall make available to Aerolab all monies actually received for the Programs on at least a monthly basis.
- d. Under no circumstance shall the Town be liable for any charge or fee imposed for the processing of electronic payment for benefit of Aerolab.
- e. Aerolab shall be solely responsible for repayment, resolution, and negotiations involving any disputed charges, chargebacks, or similar disputes.
- f. In the event the Town overpays Aerolab, any such overpayment will be immediately returned to the Town upon demand, including electronic or telephonic notice of overpayment.

6. **TERMINATION.**

- a. This Agreement shall terminate December 31, 2023 unless extended by the Parties.
- b. Either Party may terminate its obligations under this Agreement without cause upon delivery of prior written notice to the other Parties at least thirty days before the effective date of such withdrawal.
- c. Either Party may immediately terminate their obligations under this Agreement upon written notice to the other Parties if circumstances arise that make it impossible for the terminating Party to carry out its responsibilities under this Agreement.
- d. Either Party may immediately terminate their obligations under this Agreement upon written notice to the other Parties if all Emergency Declarations having jurisdiction over the Facility’s location are withdrawn.
- e. This Agreement may terminate at the discretion of the Town if the Services and Equipment or any part thereof is used by Aerolab for any purpose other than those approved by the Town. Such determination as to Non-Permitted Uses which will be at the sole discretion of the Town’s Mayor or his designee.
- f. Upon termination of this Agreement, the Town shall make available all outstanding amounts received and due to Aerolab within one month.

7. **NOTICE.** Any notice required by this Agreement shall be given, in writing. Any such notice shall be deemed given (a) on the date of delivery, if personally delivered (if a signed receipt is obtained); (b) by electronic transmission, provided electronic or other written confirmation of delivery is obtained; or (c) on the third business day following mailing by registered or certified mail, return receipt requested, provided proper postage was prepaid

and the mail was addressed to the address set forth immediately below or such new address that is given to the other Party in accordance with this Section 4.

**A. Town of Grand Lake:**  
John Crone  
1026 Park Avenue  
Grand Lake, Colorado 80447  
(970) 627-3435

**B. Colorado Aerolab:**  
Elaine Minardi  
PO Box 220  
Grand Lake, Colorado 80447  
(307) 258-0552

8. **INDEPENDENT CONTRACTOR.** Aerolab is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Aerolab to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Independent Contractor for all purposes. Aerolab shall make no representation that it is the employee of the Town for any purposes.

Disclosure: Aerolab is not entitled to workers' compensation benefits, unemployment insurance benefits unless unemployment compensation coverage is provided by Aerolab or some other entity, and Aerolab is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.

9. **APPLICABLE LAW.** The Parties agree to comply with applicable federal, state and local statutes, charter provisions, ordinances, rules, regulations and standards as are in effect at the time this Agreement is executed and as they may change from time to time. Any disputes arising under this Agreement shall be brought exclusively in Grand County District Court in the State of Colorado.
10. **NON-WAIVER.** The Parties shall not be excused from complying with any provisions of this Agreement by the failure or delay of any Party to insist upon or seek compliance with such provisions.
11. **SEVERABILITY.** Should any provision(s) of this Agreement be determined to be illegal or unenforceable, such provision shall be modified to make it legal and enforceable to the fullest extent of the law. In the event modification would not make the provision legal and enforceable, such provision shall be deleted from this Agreement and all remaining provisions of this Agreement shall remain fully enforceable. Provided, however, with respect to the deleted provision, the Parties shall forthwith enter into good faith negotiations

and proceed with due diligence to draft a term that will achieve the original intent of the Parties hereunder.

12. **AMENDMENT.** This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement executed by all of the Parties hereto.
13. **ASSIGNABILITY.** The Parties shall not assign its rights or delegate its duties under this Agreement without the prior written consent of all other Parties.
14. **HEADINGS FOR CONVENIENCE.** Headings and titles contained herein are intended for the convenience and reference of the Parties only and are not intended to combine, limit, or describe the scope or intent of any provision of this Agreement.
15. **GOVERNMENTAL IMMUNITY.** The Parties hereto understand and agree that the Parties and their commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Sections 24-10-101 to 120, C.R.S., or otherwise available to the Parties.
16. **EXECUTION.** This Agreement may be executed in counterparts.

**THEREFORE, IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement the day and year first above written.

**TOWN OF GRAND LAKE, COLORADO:**

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Name: Steve Kudron  
Title: Mayor

**COLORADO AEROLAB:**

**BY:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Name: Elaine Minardi  
Title: Executive Director, Colorado Aerolab



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

To: Mayor Kudron and the Grand Lake Board of Trustees  
From: John Crone, Town Manager  
Re: Opting into New Opioid Settlements  
Date: March 27, 2023

**Background**

The federal government and the various states have entered into a settlement agreement with several pharmaceutical companies over the impacts of opioid abuse. These settlements will eventually provide over \$200,000,000 in funds to the State of Colorado to be used to address opioid addiction problems. Grand Lake is in Region 1 which will receive \$2,085,632.32 over the course of 14 years. The Town of Grand Lake will likely receive less than \$5000 total in the settlement.

This is the second settlement that the State has negotiated. In October of 2021, the Town opted into a similar settlement (with other companies) at the recommendation of our Town Attorney. When the Town opted into the previous settlement, we also entered into a regional agreement wherein we waived our claim to the funds and allowed the money to go the Region 1 Opioid Abatement Council. This allowed our money to be pooled with other communities in the region to provide a more comprehensive and informed response. This agreement will remain in effect for the new funds.

The settlement agreements will only go into effect if 95% of the local governments in Colorado enter into the agreements. The only practical reason to not enter into the settlements would be if the Town wanted to pursue its own claims against the companies. This is not practical given the relatively small amount of damages that could be proven when compared to the astronomical cost of suing these companies individually.

**Motion**

If the Board of Trustees desires to approve the opioid settlement agreements, it may do so by approving the following motion.

*I move to instruct the Town Manager to sign the: the Teva Opioid Settlement Participation Form, the Allergan Opioid Settlement Participation Form, the CVS Opioid Settlement Participation Form, the Walgreens Opioid Settlement Participation Form, and the Walmart Opioid Settlement Participation Form.*



Colorado Opioid Settlement Distribution Funds -  
Teva, Allergan, CVS, Walgreens, & Walmart Settlements

Estimated Allocation to Regions for maximum Local Government Participation

| Account                    | Total New Regional Allocations | Teva Regional Total (13 years) | Allergan Regional Total (7 years) | CVS Regional Total (10 years) | Walgreens Regional Total (14 years) | Walmart Regional Total (6 years) |
|----------------------------|--------------------------------|--------------------------------|-----------------------------------|-------------------------------|-------------------------------------|----------------------------------|
| Region 1- Northwest        | \$ 2,085,632.32                | \$ 408,470.42                  | \$ 243,347.22                     | \$ 540,311.87                 | \$ 587,532.57                       | \$ 305,970.24                    |
| Region 2- Larimer          | \$ 11,406,887.39               | \$ 2,234,035.19                | \$ 1,330,931.83                   | \$ 2,955,111.76               | \$ 3,213,374.58                     | \$ 1,673,434.03                  |
| Region 3- Weld             | \$ 7,046,017.27                | \$ 1,379,960.20                | \$ 822,114.60                     | \$ 1,825,368.11               | \$ 1,984,896.66                     | \$ 1,033,677.70                  |
| Region 4- Northeast        | \$ 3,563,677.51                | \$ 697,945.09                  | \$ 415,802.47                     | \$ 923,219.88                 | \$ 1,003,904.95                     | \$ 522,805.12                    |
| Region 5- I-70 Mountain    | \$ 3,806,377.72                | \$ 745,477.83                  | \$ 444,120.21                     | \$ 986,094.74                 | \$ 1,072,274.76                     | \$ 558,410.18                    |
| Region 6- Boulder          | \$ 13,313,880.96               | \$ 2,607,519.25                | \$ 1,553,435.86                   | \$ 3,449,144.80               | \$ 3,750,583.77                     | \$ 1,953,197.28                  |
| Region 7- Broomfield       | \$ 1,745,785.73                | \$ 341,911.57                  | \$ 203,694.64                     | \$ 452,269.91                 | \$ 491,796.16                       | \$ 256,113.45                    |
| Region 8- Adams            | \$ 20,147,580.66               | \$ 3,945,897.12                | \$ 2,350,777.69                   | \$ 5,219,509.11               | \$ 5,675,669.56                     | \$ 2,955,727.18                  |
| Region 9- Arapahoe         | \$ 21,779,095.73               | \$ 4,265,428.82                | \$ 2,541,139.46                   | \$ 5,642,175.62               | \$ 6,135,275.14                     | \$ 3,195,076.69                  |
| Region 10- GROC            | \$ 18,794,619.32               | \$ 3,680,920.08                | \$ 2,192,916.98                   | \$ 4,869,005.78               | \$ 5,294,533.90                     | \$ 2,757,242.58                  |
| Region 11- Denver          | \$ 26,157,497.56               | \$ 5,122,937.40                | \$ 3,052,002.25                   | \$ 6,776,461.11               | \$ 7,368,691.81                     | \$ 3,837,404.99                  |
| Region 12- Douglas         | \$ 8,428,267.93                | \$ 1,650,673.54                | \$ 983,392.72                     | \$ 2,183,459.24               | \$ 2,374,283.27                     | \$ 1,236,459.16                  |
| Region 13- Mesa            | \$ 5,667,938.87                | \$ 1,110,063.99                | \$ 661,323.28                     | \$ 1,468,357.87               | \$ 1,596,685.41                     | \$ 831,508.32                    |
| Region 14- SWCORC          | \$ 3,188,916.40                | \$ 624,548.24                  | \$ 372,076.11                     | \$ 826,132.84                 | \$ 898,332.96                       | \$ 467,826.25                    |
| Region 15- Central Region  | \$ 2,818,547.64                | \$ 552,011.64                  | \$ 328,862.26                     | \$ 730,183.71                 | \$ 793,998.31                       | \$ 413,491.72                    |
| Region 16- El Paso/Teller  | \$ 28,919,171.73               | \$ 5,663,810.38                | \$ 3,374,228.63                   | \$ 7,491,910.95               | \$ 8,146,668.60                     | \$ 4,242,553.17                  |
| Region 17- SWORD           | \$ 3,303,420.85                | \$ 646,973.90                  | \$ 385,436.26                     | \$ 855,796.80                 | \$ 930,589.41                       | \$ 484,624.48                    |
| Region 18- San Luis Valley | \$ 2,521,400.74                | \$ 493,815.51                  | \$ 294,191.77                     | \$ 653,203.69                 | \$ 710,290.63                       | \$ 369,899.14                    |
| Region 19- Southeast       | \$ 15,589,254.70               | \$ 3,053,150.49                | \$ 1,818,921.69                   | \$ 4,038,611.78               | \$ 4,391,567.41                     | \$ 2,287,003.33                  |
| <b>Total</b>               | \$ 200,283,971.03              | \$ 39,225,550.66               | \$ 23,368,715.93                  | \$ 51,886,329.57              | \$ 56,420,949.86                    | \$ 29,382,425.01                 |

## **Colorado Local Government Opioid Participation Forms:**

Please review, complete & sign **the five** Participation Forms and either:

- 1) **Upload with this Google Form**  
<https://forms.gle/2qVN2xxkVXsg3mvi7>
- 2) **Or send to [Opioids@coag.gov](mailto:Opioids@coag.gov)**

**Participation Forms are due by no later than April 7th, 2023**

Attachment A: Teva Settlement Participation Form

Attachment B: Allergan Settlement Participation Form

Attachment C: Walmart Settlement Participation Form

Attachment D: CVS Settlement Participation Form

Attachment E: Walgreens Settlement Participation Form

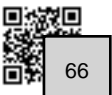
Please reach out to [Opioids@coag.gov](mailto:Opioids@coag.gov) if you have any questions or need assistance.

**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

|                       |        |
|-----------------------|--------|
| Governmental Entity:  | State: |
| Authorized Signatory: |        |
| Address 1:            |        |
| Address 2:            |        |
| City, State, Zip:     |        |
| Phone:                |        |
| Email:                |        |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

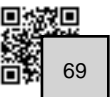
Date: \_\_\_\_\_

**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

|                       |        |
|-----------------------|--------|
| Governmental Entity:  | State: |
| Authorized Signatory: |        |
| Address 1:            |        |
| Address 2:            |        |
| City, State, Zip:     |        |
| Phone:                |        |
| Email:                |        |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.

I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT K**

**Subdivision Participation Form**

|                      |        |
|----------------------|--------|
| Governmental Entity: | State: |
| Authorized Official: |        |
| Address 1:           |        |
| Address 2:           |        |
| City, State, Zip:    |        |
| Phone:               |        |
| Email:               |        |

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT K**

**Subdivision Participation and Release Form**

|                       |        |
|-----------------------|--------|
| Governmental Entity:  | State: |
| Authorized Signatory: |        |
| Address 1:            |        |
| Address 2:            |        |
| City, State, Zip:     |        |
| Phone:                |        |
| Email:                |        |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.

11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT K**

**Subdivision Participation and Release Form**

|                       |        |
|-----------------------|--------|
| Governmental Entity:  | State: |
| Authorized Signatory: |        |
| Address 1:            |        |
| Address 2:            |        |
| City, State, Zip:     |        |
| Phone:                |        |
| Email:                |        |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.

6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.

11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_