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* Please note: times are approximate
Board of Trustees Agenda Memorandum

Item No: Attachment A

Meeting Date: 08.13.2019

TITLE: Accounts Payable

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Accounts Payable for 08.13.2019

DISCUSSION: The accounts payable include $10,360.00 to Secure Outcomes for a digital fingerprint machine. The payment of $50,090.97 for a new pump station and lateral lines on the Highway 133 irrigation expanded corridor to Rocky Mountain Custom Landscaping is included. The pass-through payment for Red Hill to Aspen Valley Land Trust of $200,000.00 is included in the accounts payable. The payment was received from Garfield County. Two new vehicles, that are replacing #302 and #311, will be paid for with the check to Glenwood Springs Ford for $97,819.48.

The payroll for 7.26.19 was $175,300.50. Tax liability for the town was $10,476.21. Pension and Retirement liability was $10,335.98.

If you have any questions concerning the Accounts Payable, please contact me.

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**TOWN OF CARBONDALE**

Payment Approval Report - by GL No


Aug 08, 2019 08 58AM
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MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
JULY 23, 2019

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on July 23, 2019, at 6:00 p.m. in the Town Hall meeting room.

ROLL CALL:

The following members were present for roll call:

Mayor
Dan Richardson

Trustees
Erica Sparhawk
Lani Kitching
Ben Bohmfalk
Marty Silverstein
Heather Henry

Arrived After Roll Call
Luis Yllanes

StaffPresent:

Town Manager
Jay Harrington

Town Clerk
Cathy Derby

Finance Director
Renae Gustine

Town Attorney
Tarn Udall

Manager Intern
Angie Sprang

CONSENT AGENDA

- Accounts Payable totaling: $283,408.52
- BOT 7/9/2019 Regular Meeting Minutes
- BOT 7/16/2019 Work Session Minutes
- Liquor License Renewal – Senor Taco
- Liquor License Renewal – El Pollo Rico
- Pickleball Construction Contract
- Colorado Communities for Climate Action 2019 Policy Statement Ratification

Trustee Bohmfalk made a motion to approve the Consent Agenda. Trustee Sparhawk seconded the motion and it passed with:

6 yes votes: Richardson, Bohmfalk, Silverstein, Sparhawk, Kitching, Henry
**PERSONS PRESENT NOT ON THE AGENDA**

Jeanette Whitcomb, Cowen Drive, stated that she is a volunteer with the Carbondale Garden Club. It is a pilot program that began with ten volunteers. They help maintain the town’s gardens since the Town doesn’t use pesticides. Thus far they have completed 46 hours of weeding. She said they are need of volunteers. Jeanette thanked Town staff for their help.

Trustee Yllanes arrived at the meeting.

**TRUSTEE COMMENTS**

Trustee Henry stated that the Regional Affordable Housing Steering Committee will be reconvening in the near future. They will be closing out the housing study contract.

Trustee Kitching stated that she attended the Ruedi Water and Power Authority (RWAPA) meeting. They discussed RWAPA’s support of municipalities who want to change their Bureau of Reclamation Ruedi water contracts. They also discussed the Frying Pan River Flow Management Study. Also, the Invasive Mussels Program has been successful; they have intercepted six contaminated boats. Elizabeth Brown will be giving a presentation on the Invasive Mussel Program. RWAPA continues to identify the carrying capacity of each municipality’s water supply. Trustee Silverstein thanked those doing the Mussel inspections.

Trustee Silverstein stated that Senior Matters is in need of volunteers at the rodeo. Trustee Silverstein announced that the Mountain Fair drum circle begins Friday at 4:00 p.m.

Mayor Richardson stated that he attended the RFTA Board meeting. He received a draft circulator bus survey created by Jerilyn Nieslanik which he forwarded to RFTA. The purpose of the survey is to identify the needs and desires for mobility at the Crystal Meadows senior housing property.

**ATTORNEY’S COMMENTS**

The Attorney did not have any comments.

**RECOGNITION OF RECEIVING BIKE FRIENDLY COMMUNITY GOLD LEVEL STATUS**

Darryl Fuller, former Chair of the Bike/Pedestrian/Trails (B/P/T) Commission, was present at the meeting.

Trustee Bohmfalk informed the Board that the B/P/T Commission applied for Bike Friendly Community status in 2010 and received bronze level. Then in 2014 they re-applied and received gold level. In 2019 the Town was re-certified at gold level. The application is a self-study because coming out of the process the Town receives
recommendations on ways to improve (planning, education, enforcement, etc.) Gold status is impressive because there are only 34 communities in the nation at that level.

Mayor Richardson and the Board thanked Darryl for his ten years of service on the Bike/Pedestrian/Trails Commission. His efforts were truly appreciated.

**DANDELION DAY DEBRIEF**

Trustee Henry told the Board that after Dandelion Day Natalie Fuller, the event coordinator, gave the Environmental Board recommendations for future Dandelion Days. Her recommendations include: creating a fundraising plan, obtaining a partner, and capping vendors at 85. The Board agreed that the 2019 Dandelion Day was a great event and they want it to continue. They believe that it’s currently not sustainable; what happens if Natalie leaves. The Board agreed that it would be beneficial to find a partner. Trustee Bohmfalk stated that if we can’t find a partner maybe the Town should take it on. Jay noted that the Town has already taken over One Town, One Table and Potato Day. We do not have enough staff to run Dandelion Day as well. The Board stated that they support some level of financial commitment. Dandelion Day needs to be on the path to sustainability, and it needs to be institutionalized.

**CLEER – 2019 SCOPE OF WORK FOR THE TOWN OF CARBONDALE**

Trustee Sparhawk, who works for CLEER, recused herself and left the meeting.

CLEER employees Katharine Rushton and Maisa Metcalf gave an update on CLEER’s 2019 scope of work for the Town of Carbondale. The 2019 scope includes four key areas: advance concept of net zero buildings and districts; Carbondale climate friendly transportation; Low Income Energy Efficiency Program; Sustainability Education System.

To achieve net zero on buildings and district they are focusing on Carbondale Town facilities, net zero construction and the Net Zero Energy District (2nd Street townhomes and the Third Street Center). CLEER is assessing the potential for an all-electric Town Hall which may be achieved thorough a DOLA grant.

To achieve net zero new construction they have been collecting information from builders, architects and building professionals about their perceptions of zero energy building codes. They have also been collaborating with CORE to develop a unified approach to Code Work. They are planning to provide a joint report with recommendations. CLEER is undertaking the following in the Net Zero Energy District: providing two free energy assessments; enrolling income qualified families in the CARE program; lining up contractors for bulk proposal/bulk purchase; working with the whole townhome complex on Second Street to move several energy efficiency projects forward.
Katharine stated that they did not apply for a grant so they have the potential to reallocate $7,500 (the grant match) to other programs. They asked the Board if they would like to use some of the funds for the 2019 electric vehicle sales event and the Battery Electric School Bus Workshop. The Board agreed to give $1,000 to each event.

For the Low Income Efficiency Program CLEER staff is currently reaching out to several income qualified multi-family properties and they are assisting the Crystal Meadows senior housing property with their energy efficiency upgrades.

Finally, CLEER is continuing its successful Sustainability Education Series.

**REVIEW OF JUNE TRASH OUTREACH EFFORTS**

Jay reviewed the trash marketing efforts made by staff, and the Public Relations firm PR Studio, in June.

Jay stated that using an outside PR firm was very helpful. Information was launched on a weekly basis rather than all at once. They used different media outlets and a combination of all of the tools worked well. They selectively used the variable sign and it generated some of the biggest response.

Trustee Bohmfalk asked how did the Spanish outreach work? Jay responded that all of the material was translated into Spanish. Overall it hard to tell how many people signed up – possibly 1/3 to 1/2 but some people are going to default to the 64 gallon container. Jay noted that it was fortunate that our trash program marketing took place at the same time as Pitkin County’s. He noted that seventy one people signed up for bear proof containers. Trustee Bohmfalk stated that maybe we should consider a line item in the budget for public relations work. Trustee Bohmfalk asked if bi-lingual people were present at the pop up events; Jay didn’t know. The Board agreed that increasing outreach to the Spanish speaking population will be a future goal. The Board asked the cost of the marketing campaign. Angie said it came in under the $10,000 budget.

**PLASTIC BAG BAN DISCUSSION**

Plastic expert John Waterman and Sandy Marlin and Patrick Hunter of the Environmental Board (Eboard) were present at the meeting.

John gave an overview on the problem with micro-plastics in the ocean. The problem with plastic is that you cannot see it; they are confetti like and are everywhere. The levels of plastic in the ocean are decreasing because it is sinking to the ocean floor. More people are becoming aware of the problem and over 200 municipalities have banned single use plastic.

The Eboard had been at a Board of Trustees meeting on May 24, 2019 where they asked the Board to consider expanding the plastic bag ban. The Board requested more information (hire a plastics consultant, etc.) and asked them to talk to the businesses that would be affected by the ban.
The Eboard is back tonight requesting the Board take action on four items: adopt a proclamation outlining the Town’s commitment to reduce single use plastic; for a commitment to join Recycle Colorado, who leads the effort to reduce waste in Colorado, expand the current bag ban ordinance, and hire a consultant to provide recommendations and actions toward a greater single use plastic reduction plan.

Discussion ensued.

Trustee Kitching asked if someone discussed the bag ban with the retailers. Yes, they went to the businesses who would be impacted.

Sandy explained that the ordinance would change the definition of retailer and increase the square footage limitation for a retailer to provide a disposable bag. They attempted to keep the revisions as simple as possible.

Trustee Bohmfalk asked if we are opening ourselves up to a legal challenge. John suggested the Board consider a voluntary opt in.

Mayor Richardson opened the meeting to public comment.

Fil Fillerman, Stagecoach Lane, stated that the publicity surrounding the store that is opposed to the plastic bag ban could be detrimental to their business. She likes the voluntary opt in choice.

Debbie Bruell, Euclid Ave., thanked the Eboard for their work. She hopes the Trustees accept their recommendations – it’s the spirit of Carbondale.

Frosty Merriott, Lakeside Dr., stated that he talked to Nanci Limbach at the Wildlife Foundation in Rifle and he asked her if she has seen any issues with animals ingesting plastic. She said she has nursed several sick bears and a mountain lion who swallowed plastic bags. Plastic has a local impact, it’s not just in the oceans. He noted that oil production for transportation is decreasing while production of petrochemicals to produce plastic are increasing.

No one else present desired to address the Board.

Trustee Kitching asked if the square footage is discriminatory. She prefers that the entire business community endorse the ban.

Mayor Richardson stated that he prefers that the proclamation not be date specific.

Trustee Yllanes made a motion to approve the proclamation with an amendment eliminating the date. Trustee Sparhawk seconded the motion and it passed with:

6 yes votes: Sparhawk, Bohmfalk, Kitching, Richardson, Henry, Yllanes
1 no vote: Silverstein
The Board agreed to join Recycle Colorado. The Board also directed staff to draft an ordinance amending Ordinance 11, Series of 2011 for consideration at a future meeting. The amendments include: a definition of retailer, and increasing the square footage limitation for a retailer to provide a disposable plastic bag from less than 3,500 square feet to less than 9,000 square feet.

**ADJOURNMENT**

The July 23, 2019, regular meeting adjourned at 9:10 p.m. The next scheduled meeting will be held on August 13, at 6:00 p.m.

**APPROVED AND ACCEPTED**

______________________________
Dan Richardson, Mayor

**ATTEST:**

______________________________
Cathy Derby, Town Clerk
MEMORANDUM

August 7, 2019

TO: Jay Harrington, Town of Carbondale
FROM: Tarn Udall, Holland & Hart LLP
RE: Ordinance Amending Municipal Code Regarding Smoking and Electronic Smoking Device Use in Public Places

During the 2019 regular session, the State Legislature approved HB 19-1076, which amends the Colorado Clean Indoor Air Act (the “Act”), C.R.S. §§ 25-14-201-209. The Act regulates smoking in most indoor areas open to the public, in public meetings, in food service establishments, and in places of employment. The amendments took effect on July 1, 2019.

The amendments include the following:

1. removing existing exceptions for certain places of business in which smoking may be permitted, such as airport smoking concessions, businesses with three or fewer employees, designated smoking rooms in hotels, and designated smoking areas in assisted living facilities;

2. adding a definition of “electronic smoking device” to include e-cigarettes and similar devices under the Act’s regulations;

3. repealing the ability of property owners and managers to designate smoking areas through the posting of signs; and

4. increasing the radius of an “entryway” (i.e. the area around the main doorway to a building where smoking is not permitted) from a minimum of 15 feet to a minimum of 25 feet.

The Act prohibits a local jurisdiction from adopting a local regulation of smoking that is less stringent than the Act. Accordingly, the draft ordinance amends the Town Municipal Code to be consistent with the Act.

Other communities are considering adopting more stringent requirements than those required by the Act to further public health and safety goals, including prohibiting smoking in outdoor areas frequented by the public. Additional public health measures could be considered by the Board of Trustees in the future.

CTU/

Holland & Hart LLP Attorneys at Law
Phone (970) 925-3476 Fax (970) 925-9387 www.hollandhart.com
600 East Main Street, Suite 104 Aspen CO 81611-1991
ORDINANCE NO. 11
Series of 2019

AN ORDINANCE OF THE TOWN OF CARBONDALE, COLORADO AMENDING CHAPTER 10, ARTICLE 11 OF THE MUNICIPAL CODE OF THE TOWN OF CARBONDALE REGARDING SMOKING AND ELECTRONIC SMOKING DEVICE USE IN PUBLIC PLACES.

WHEREAS, Governor Polis recently signed into law HB 19-1076, which amends the Colorado Clean Indoor Air Act (the “Act”), C.R.S. §§ 25-14-201-209, which regulates smoking in most indoor areas open to the public, in public meetings, in food service establishments, and in places of employment; and

WHEREAS, HB 19-1076 took effect on July 1, 2019; and

WHEREAS, the Act prohibits a local jurisdiction from adopting a local regulation of smoking that is less stringent than the Act; and

WHEREAS, the Town Municipal Code needs to be amended to be consistent with, and at least as stringent as, the Act; and

WHEREAS, according to the U.S. Surgeon General, there is no safe level of exposure to secondhand smoke and even brief exposure to secondhand smoke can be harmful to health; and

WHEREAS, when measured up to twenty-five (25) feet from a person actively smoking outdoors, toxicity levels can reach those similar to indoor smoking levels; and

WHEREAS, the aerosol or vapor from Electronic Smoking Devices (aka e-cigarettes) is not harmless water vapor and not as safe as clean air; and

WHEREAS, the Board of Trustees finds and determines that these regulations promote the health, safety, and welfare of the citizens of the Town of Carbondale.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO that the Town of Carbondale Municipal Code shall be amended as follows:

1. The foregoing recitals are hereby adopted as findings and determinations of the Board of Trustees.

2. Chapter 10, Article 11 shall be amended by deleting the language stricken and adding the language underlined to read as follows:
Sec. 10-11-10. Intent.

The Board of Trustees intends that the restrictions and limitations set forth in this Article be viewed as minimum standards and would not be construed as limiting, in any way, the authority of persons or entities in control of public places from prohibiting smoking within their establishments altogether will provide for the public health, safety, and welfare by discouraging the inherently dangerous behavior of smoking and electronic smoking device use in public places around non-users, especially children and protecting the public from exposure to secondhand smoke. This Article shall not be interpreted or construed to permit smoking where it is otherwise restricted by any other applicable law.

Sec. 10-11-20. Definitions.

*Auditorium* means the part of a public building where an audience gathers to attend a performance, and includes any corridors, hallways, or lobbies adjacent thereto.

... 

*Cigarette, tobacco product or nicotine product* means a product that contains tobacco or is derived from tobacco and is intended to be ingested or inhaled by or applied to the skin of an individual, or any device that can be used to deliver tobacco or nicotine to the person inhaling from the device, including an electronic cigarette, cigar, cigarillo or pipe.

*Electronic smoking device* means an electronic device that, when activated, emits a vapor, aerosol, fume, or smoke that may be inhaled or absorbed by the user, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen, e-hookah, and similar devices. Electronic smoking device includes any component, part, or accessory of such a device, whether or not sold separately, and includes any substance, with or without nicotine, intended to be aerosolized, vaporized, or which produces a fume or smoke during the use of the device intended for human consumption. Electronic smoking device does not include any product that has been approved or certified by the United States Food and Drug Administration for sale as a tobacco cessation product or for other medically approved or certified purposes.

... 

*Entryway* means the outside of the front or main doorway leading into a building or facility that is not exempted from this Article under Section 10-11-40. *Entryway* also includes the area of public or private property within a specified radius outside of the front or main doorway, which minimum radius is specified in C.R.S. § 25-14-203, as it may be amended from time to time.

*Food service establishment* means any indoor area or portion thereof in which the principal business is the sale of food for on-premises consumption. The term includes, without limitation, restaurants, cafeterias, coffee shops, diners, sandwich shops, and short-order cafes.
Indoor area means any enclosed area or portion thereof. The opening of windows or doors, or the temporary removal of wall panels, does not convert an indoor area into an outdoor area.

Marijuana has the same meaning as in section 16(2)(f) of article XVIII of the state constitution.

Motion picture theater and auditorium means any theater or auditorium engaged in the business of exhibiting motion pictures or presenting theatrical performances, lectures or similar entertainment.

Place of employment means any indoor area or portion thereof under the control of an employer in which employees of the employer perform services for, or on behalf of, the employer.

Public building means any building owned or operated by: (1) the state, including the legislative, executive, and judicial branches of state government; (2) any county, city and county, city, or town, or instrumentality thereof, or any other political subdivision of the state, a special district, an authority, a commission, or an agency; or (3) any other separate corporate instrumentality or unit of state or local government.

Retail tobacco business means a sole proprietorship, corporation, partnership, or other enterprise engaged primarily in the sale, manufacture, or promotion of tobacco, tobacco products, or smoking devices or accessories, including electronic smoking devices, either at wholesale or retail, and in which the sale, manufacture, or promotion of other products is merely incidental.

Secondhand smoke means the complex mixture formed from the escaping smoke and emissions of a burning tobacco, marijuana, or electronic smoking device product, also known as "environmental smoke" and "sidestream smoke."

Service line means any indoor line in which one or more persons is waiting for, purchasing or receiving goods or services.

Smoke-free work area means an area free of environmental tobacco secondhand smoke.

Smoking means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe or any other lighted or heated tobacco or plant product intended for inhalation, including marijuana, whether natural or synthetic, in any manner or in any form. Smoking also includes the use of an electronic smoking device the combustion of any cigar, cigarette, pipe or similar article, using any form of tobacco or other combustible substance in any form.
Theater means any theater engaged in the business of exhibiting motion pictures or presenting theatrical performances, lectures or similar entertainment and includes any corridors, hallways, or lobbies adjacent thereto.

Tobacco means cigarettes, cigars, cheroots, stogies, and periques; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff and snuff flour; cavendish; plug and twist tobacco; fine-cut and other chewing tobacco; shorts, refuse scraps, clippings, cuttings, and sweepings of tobacco; and other kinds and forms of tobacco, prepared in such manner as to be suitable for chewing or for smoking in a cigarette, pipe, or otherwise, or both for chewing and smoking. “Tobacco” also includes cloves and any other plant matter or product that is packaged for smoking.

Tobacco store means a business devoted primarily to the sale of tobacco and tobacco-related products and accessories and in which the sale of other products is only incidental.

Work area or work place means any area of a place of employment enclosed by floor-to-ceiling walls in which two or more employees are assigned to perform work for an employer.


No person shall smoke or carry any cigarette or other lighted smoking instrument for tobacco, marijuana as defined by Section 16(2) of Article XVIII of the Colorado Constitution or otherwise, into, or within 15 feet of, the following places, whether operated for profit or not:

Except as provided in Section 10-11-40, smoking shall not be permitted, and a person shall not smoke in any indoor area, including, but not limited to:

(1) Public meeting places; In any restroom while such restroom is available for public use.

(2) In any motion-picture theater and auditorium which is open to the public, whether or not payment is required for admission for any purpose except in areas not open to the public;

(3) In any place where smoking is prohibited by the Fire Chief;

(4) In any public place inside a grocery store;

(5) In any health care facility, including, but not limited to, hospitals, clinics, physical therapy facilities and medical and dental offices;

(6) In any area of a publicly-owned building, except as otherwise provided by this Article and which is properly posted, public buildings;
(7) Except as provided in this Article, in any area of a business frequented by the public which has been designated "nonsmoking" by the owner or person in charge of such establishment and clearly marked with one or more signs.

(7) In public areas of Auditoriums, aquariums, galleries, zoos, libraries, and museums when open to the public;

(8) In Elevators, elevator lobbies, stairwells, and escalators;

(9) In Restrooms, indoor public walkways, hallways, and lobbies, and other common areas in public and private buildings, condominiums, and other multiple-unit residential facilities;

(10) In any child care establishment (including home-based);

(11) In any public polling place;

(12) Gymnasiums;

(13) Taxicabs and limousines;

(14) Any place of employment that is not exempted whether or not open to the public and regardless of the number of employees. In the case of employers who own facilities otherwise exempted from this chapter, each such employer shall provide a smoke-free work area for each employee requesting not to have to breathe secondhand smoke. Every employee shall have a right to work in an area free of secondhand smoke;

(15) Common areas of retirement facilities, assisted living facilities, publicly owned housing facilities, and nursing homes, but not including any resident’s private residential quarters;

(16) Hotel and motel rooms;

(17) Food service establishments;

(18) Bars;

(19) To the extent not otherwise provided in C.R.S. § 25-14-103.5, public and nonpublic schools;

(20) Other educational and vocational institutions;

(21) Government-owned or -operated means of mass transportation, including but not limited to buses and vans;
(22) Retail stores and shops; and

(23) Entryways of all buildings and facilities listed in subsections (1) to (22) of this Section.

Sec. 10-11-40. - Smoking-in-places of employment. Exceptions to smoking restrictions.

This Article shall not apply to:

(1) Private homes, private residences, and private automobiles; except that this chapter shall apply if any such home, residence, or vehicle is being used for child care or day care or if a private vehicle is being used for the public transportation of children or as part of health care or day care transportation;

(2) Limousines under private hire;

(3) Retail tobacco businesses;

(4) Licensed marijuana tasting rooms;

(5) The outdoor area of any business, not including licensed premises in any public right-of-way, and not including outdoor areas within the smoke-free entryway radius as defined in C.R.S. § 25-14-203, as it may be amended from time to time;

(6) A private, nonresidential building on a farm or ranch, as defined in C.R.S. § 39-1-102, that has annual gross income of less than five hundred thousand dollars; or

(7) Facilities of a private or members-only organization which are never available for public use.

The following regulations shall apply to places of employment at a minimum, except for bars and tobacco stores:

(1) It shall be the responsibility of employers to provide smoke-free work areas for nonsmoking employees.

(2) Each employer having an indoor place of employment shall implement, make known and enforce a written smoking policy which shall contain at a minimum the following requirements:

a: Any employee shall have the right to work in a nonsmoking area. If the nonsmoking area does not sufficiently protect the employee from environmental tobacco smoke, the employer shall make additional accommodation by expanding the size of the nonsmoking work area or implementing other measures designed to eliminate the effects of smoke on the employee. In restaurants, employers shall make a reasonable
effort to accommodate an employee's desire to work in the non-smoking section of the restaurant.

b. Smoking shall be prohibited in enclosed areas in which two or more employees work, unless every person who works in that area agrees to allow smoking.

c. Smoking shall be prohibited in auditoriums, classrooms, conference and meeting rooms, elevators, elevator lobbies, stairwells, escalators, hallways, medical facilities and restrooms.

d. Smoking shall be prohibited in cafeterias, lunchrooms and employee lounges unless separate facilities are available to non-smokers. Such non-smoking areas shall consist of 75 percent of the total cafeteria, lunchroom or employee lounge space.

e. In any dispute arising under the smoking policy, the health, welfare and safety concerns of the non-smoker shall take precedence.

f. Employers shall designate a person or committee to receive complaints or grievances about the smoking policy and to respond to the complaint within ten working days.

Sec. 10-11-50. Posting of signs required.

To advise persons of the existence of "no smoking" or "smoking permitted" areas, signs with letters no less than one-half inch high or symbols no less than two inches high, shall be posted as follows:

(1) A person, employer or other entity that has legal or de facto control of an area where smoking and electronic smoking device use is prohibited by this Article shall post clear and conspicuous "No Smoking" or "Smoke-free" signs as follows:

(a) Signs shall be conspicuously posted no less than four feet and no more than six feet from the bottom of each public entrance. Additionally, no portion of the sign shall be more than 24 inches away from the outside edge of the doorway. All signs must be easily read from the outside of all public entrances.

(b) Signage shall include the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it).

(2) For purposes of this section, the Town Manager or his/her designee shall be responsible for the posting of signs in regulated facilities owned or leased in whole or in part by the Town.

(3) Notwithstanding this provision, the presence or absence of signs shall not be a defense to a charge of smoking and/or electronic smoking device use in violation of any other provision of this Article.
(1) In public places where the proprietor or person in charge prohibits smoking in the entire establishment, a sign using the words "No Smoking" and/or the international no-smoking symbol shall be conspicuously posted no less than four feet and no more than six feet from the bottom of the doorway. Additionally, no portion of the sign shall be more than 24 inches away from the outside edge of the doorway. All signs must be easily read from the outside of all public entrances.

(2) In public places where certain areas are designated as smoking areas, a sign stating "Smoking Permitted in Designated Areas Only" shall be conspicuously posted on or adjacent to all public entrances, no less than four feet and no more than six feet from the bottom of the doorway. Additionally, no portion of the sign shall be more than 24 inches away from the outside edge of the doorway. All signs must be easily read from the outside of all public entrances.

(3) In public places where smoking is permitted in the entire establishment, a sign using the words "Smoking Permitted" and/or the international symbol shall be conspicuously posted either on or adjacent to all public entrances, no less than four feet and no more than six feet from the bottom of the doorway. Additionally, no portion of the sign shall be more than 24 inches away from the outside edge of the doorway. All signs must be easily read from the outside of all public entrances.

Sec. 10-11-60. - Optional prohibitions.

Nothing in this Article prohibits any person, employer, or other entity with legal control over any property from prohibiting smoking and/or electronic smoking device use on any part of such property, even if smoking and/or electronic smoking device use is not otherwise prohibited in that area.

Sec. 10-11-670. Responsibilities of proprietors.

The proprietor or person in charge of any place where smoking is prohibited shall make reasonable efforts to obtain compliance with this Article by:

(1) Posting signs as required by this Article.

(2) Asking smokers to refrain from smoking if they are doing so in violation of any provision of this Article.

(3) Affirmatively directing smokers to outdoor areas of the business designated smoking-areas if there are any.

(4) Using existing physical barriers and ventilation systems to minimize the toxic effect of transient smoke in adjacent no-smoking areas.

(§ 4) Any other means which may be appropriate.
Sec. 10-11-780. - Structural modification not required.

Nothing in this Article shall require the owner, operator or manager of any existing business to incur any expense to make structural or other physical modifications, except the posting of signs required by this Article.

Sec. 10-11-80. Exceptions.

"No-Smoking" areas are not required in private areas, hotel, motel and lodge rooms rented to guests, rooms while in use for private social functions, the facilities of a private or members only organization, private hospital rooms, private nursing home rooms or stores that deal exclusively in tobacco products and accessories.

Sec. 10-11-90. Enforcement; violation.

(a) It is unlawful for a person to smoke in an area where smoking is prohibited pursuant to Section 10-11-30 of this Article.

(b) It is unlawful for a person who owns, manages, operates, or otherwise controls the use of a premises subject to this Article to violate any provision of this Article.

(c) The Town Manager shall be responsible for compliance with this Article when facilities owned by the Town are involved.

(d) The owner, operator or manager of any facility, business or agency shall post or cause to be posted all "no-smoking" or other signs required by this Article.

(e) Any person violating the provisions of this Article shall be subject to a penalty of $100.00 for a first offense, $250.00 for a second offense within a 12-month period following the first offense; and $500.00 for a third offense within the 12-month period following the first offense. Any person violating the provisions of this Article more than three times within the same 12-month period may be punished as set forth in Section 1-4-20 of this Code.

(e) The Town Manager or the Fire Chief shall enforce provisions of this Article by either or both of the following actions:

(1) Serving a notice requiring correction of any violation of this Article;
(2) If the violation is not corrected within 15 days of serving the notice, the Town may commence action in the Municipal Court or any other court of law having competent jurisdiction.

Sec. 10-11-100. Nonretaliation.

It is unlawful for an employer to retaliate against or discharge any employee for requesting a nonsmoking work area, filing a complaint or otherwise reporting a violation of this Article.

No person or employer shall intimidate, threaten any reprisal, or effect any reprisal for the purpose of retaliating against another person who seeks to attain compliance with this Article.

3. This Ordinance shall be effective upon posting and publication in accordance with the Carbondale Home Rule Charter.

INTRODUCED, READ AND PASSED THE ___ day of ________, 2019.

TOWN OF CARBONDALE, COLORADO
a Colorado home rule municipal corporation,

Dan Richardson, Mayor

ATTEST:

Cathy Derby, Town Clerk

POSTED: ______________
PUBLISHED: ______________
EFFECTIVE: ____________


To:      Mayor Dan Richardson and  
         Carbondale Board of Trustees

From:    Gene Schilling  
         Chief of Police, Carbondale Police Department

Ref.:    Liquor License Renewal Application for Carbondale Beer Works

Date:    July 19, 2019

I have completed the requested record checks for the following individual:

Patrice Fuller       Owner/Manager

I have found no liquor violation records that would cause me to recommend denial of this  
liquor license renewal for this establishment.

I recommend the approval for the liquor license renewal.
RETAIL LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

CARBONDALE BEER WORKS
647 MAIN STREET
CARBONDALE CO 81623-1934

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

Licensee Name
CARBONDALE BEER WORKS LLC

Liquor License #
15-76766-0000

Liquor License Type
Brew Pub (city)

Operating Manager
CELL

Date of Birth
T HOME ADDRESS

Manager Phone Number

Street Address
647 MAIN ST CARBONDALE CO 81623-1934

Mailing Address
647 MAIN STREET CARBONDALE CO 81623-1934

1. Do you have legal possession of the premises at the street address above? ☑ YES ☐ NO

Is the premises owned or rented? ☐ Owned ☑ Rented* “If rented, expiration date of lease”

① 12/20/20

3. Since the date of filing of the last application, there has been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☑ YES ☐ NO

NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.

3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☑ YES ☐ NO

4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. ☐ YES ☑ NO

5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☑ YES ☐ NO

AFFIRMATION & CONSENT
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business

Signature

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For

Signature

Title

Attest

Date

11/19/19
To: Mayor Dan Richardson and  
Carbondale Board of Trustees

From: Gene Schilling  
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal Application for Ming’s Cafe

Date: July 19, 2019

I have completed the requested record checks for the following individual:

Michael Zhang  
Owner/Manager

I have found no liquor violation records that would cause me to recommend denial of this liquor license renewal for this establishment.

I recommend the approval for the liquor license renewal.
RETAIL LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

MING'S CAFE
0934 HWY 133
CARBONDALE CO 81623

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

Licensee Name: NEW ERA FOOD INC
Liquor License #: 03-04847
License Type: Beer & Wine (city)
Expiration Date: 09/14/2019
Due Date: 07/31/2019
Sales Tax License #: MING'S CAFE

Operating Manager: Michael Zhang
Date of Birth: 
Home Address: 
Manager Phone Number: 
Email Address: 
Street Address: 0934 & 0940 HWY 133 CARBONDALE CO 81623
Mailing Address: 0934 HWY 133 CARBONDALE CO 81623

1. Do you have legal possession of the premises at the street address above? □ YES □ NO
   Is the premises owned or rented? □ Owned □ Rented* *If rented, expiration date of lease 12/31/2025

2. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. □ YES □ NO

NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.

3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. □ YES □ NO

4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. □ YES □ NO

5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. □ YES □ NO

AFFIRMATION & CONSENT
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business: Michael Zhang
Title: President
Signature: 
Date: 7/16/19

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

Local Licensing Authority For
Signature: 
Title: 
Date: 
Attent
To: Mayor Dan Richardson and 
Carbondale Board of Trustees

From: Gene Schilling 
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal for White House Pizza

Date: July 22, 2019

I have completed the requested record checks for the establishment and following individual:

Kurt Korn - Owner / Manager

I have found no liquor violation records that would cause me to recommend denial of this liquor license renewal.

I recommend the approval for the liquor license renewal.
# RETAIL LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

## Licensee Name
**PEPPERONI PIZZA KITCHEN INC**

### Liquor License 
07-97093-0000  
License Type: **Hotel & Restaurant (city)**

### Operating Manager
**Kurt Koen**  
Date of Birth: __________  
Home Address: Glenwood Springs CO 81641

### Manager Phone Number
__________

### Street Address
801 MAIN COURT CARBONDALE CO 81623-1851

### Mailing Address
801 MAIN COURT CARBONDALE CO 81623

---

### Licensee Name
**WHITE HOUSE PIZZA**

### Sales Tax License 
Expiration Date: 11/07/2019  
Due Date: 09/23/2019

### DBA
**WHITE HOUSE PIZZA**

### Email Address
Kurt@kkoen@gmail.com

### Phone Number
9707049400

---

1. **Do you have legal possession of the premises at the street address above?**
   - [ ] YES  [ ] NO
   
   - Is the premises owned or rented?  
     - [ ] Owned  
     - [ ] Rented  
     - *If rented, expiration date of lease__________

93. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)?
   - If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested.
   - [ ] YES  [ ] NO

**NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS:** If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.

3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime?
   - If yes, attach a detailed explanation.  
   - [ ] YES  [ ] NO

4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked?
   - If yes, attach a detailed explanation.
   - [ ] YES  [ ] NO

5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee?
   - If yes, attach a detailed explanation.
   - [ ] YES  [ ] NO

---

### AFFIRMATION & CONSENT
I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

**Type or Print Name of Applicant/Authorized Agent of Business:**

**[Signature]**

**Title:** Secretary/Treasurer  
**Date:** 7-17-19

---

### REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY
The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 12, Articles 46 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

**Local Licensing Authority For:**

**[Signature]**  
**Title**  
**Date**  
**Attest**
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal Application for The Black Nugget.

Date: August 5, 2019

I have completed the requested record checks for the following individuals:

Owner/ Manager Jan Balas

I recommend approval of the liquor license renewal application.
Submit to Local Licensing Authority

BLACK NUGGET
PO BOX 5377
Eagle CO 81631

Retail Liquor or Fermented Malt Beverage License Renewal Application

Please verify & update all information below

<table>
<thead>
<tr>
<th>Licensee Name</th>
<th>Doing Business As Name (DBA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>LEGERDEMAN INC</td>
<td>BLACK NUGGET</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Liquor License #</th>
<th>License Type</th>
<th>Sales Tax License #</th>
<th>Expiration Date</th>
<th>Due Date</th>
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<tbody>
<tr>
<td>03-10747</td>
<td>Tavern (cty)</td>
<td>41234936</td>
<td>11/12/2019</td>
<td>09/28/2019</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Address</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>403 MAIN STREET Carbondale CO 81623</td>
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<table>
<thead>
<tr>
<th>Mailing Address</th>
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<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO BOX 5377 Eagle CO 81631</td>
<td></td>
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<table>
<thead>
<tr>
<th>Operating Manager</th>
<th>Date of Birth</th>
<th>Home Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Balas</td>
<td>6-30-1983</td>
<td></td>
</tr>
</tbody>
</table>

| 1. Do you have legal possession of the premises at the street address above? | Yes ☐ No ☑ |
| Are the premises owned or rented? | Owned ☐ Rented ☑ If rented, expiration date of lease, June 30, 2022 |

| 2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. | Yes ☐ No ☑ |

| 3. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), directors, managing members, or general partners are materially interested. | Yes ☐ No ☑ |

| 4. Since the date of filing of the last application, has the applicant or any of its agents, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. | Yes ☐ No ☑ |

| 5. Since the date of filing of the last application, has the applicant or any of its agents, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. | Yes ☐ No ☑ |

| 6. Does the applicant or any of its agents, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. | Yes ☐ No ☑ |

Affirmation & Consent

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business: Jan Balas

Signature: ____________________________

Date: 7-30-19

Report & Approval of City or County Licensing Authority

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. Therefore this application is approved.

Local Licensing Authority For

Signature: ____________________________

Date: ____________________________

Title: ____________________________

Attest: ____________________________

Date: ____________________________
BOARD OF TRUSTEES AGENDA MEMORANDUM

TITLE: Carbondale Historic Preservation Commission
       New Member Application Review

SUBMITTING DEPARTMENT: Planning

BACKGROUND

On August 1, 2019, the Carbondale Historic Preservation Commission reviewed two new member applications submitted by Jess Perdersen and John Williams.

The commission motioned to recommend both for appointment to the Carbondale Historic Preservation Commission.

RECOMMENDATION

Town Staff recommends the Board of Trustees move to approve that Jess Perdersen and John Williams be appointed as regular voting members of the Carbondale Historic Preservation Commission.

Prepared by: John Leybourne
       CHPC Staff Liaison

__________________________________________
Town Manager
To: Mayor Dan Richardson and
   Carbondale Board of Trustee

From: Gene Schilling
      Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for Wilderness Workshop at Sopris Park

Date: July 11, 2019

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol at the Wilderness Workshop to be held on September 6, 2019 between 5:00 p.m. to 9:00 p.m., at Sopris Park.

Adam Zuehlke/Event Manager

I recommend approval of this liquor license.
# TOWN OF CARBONDALE
## APPLICATION FOR A SPECIAL EVENTS PERMIT

**IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NON-PROFIT**

**AND ONE OF THE FOLLOWING:**

- [x] SOCIAL
- [ ] FRATERNAL
- [ ] PATRIOTIC
- [ ] POLITICAL
- [ ] ATHLETIC
- [ ] CHARTERED BRANCH, LODGE OR CHAPTER
- [ ] OF A NATIONAL ORGANIZATION OR SOCIETY
- [ ] RELIGIOUS INSTITUTION
- [ ] PHILANTHROPIC INSTITUTION
- [ ] POLITICAL CANDIDATE
- [ ] MUNICIPALITY

## TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

- [x] MALT, VINOUS AND SPIRITUOUS LIQUOR  $50 PER DAY
- [ ] FEMENTED MALT BEVERAGE (3.2 BEER)  $10 PER DAY

### NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

- WILDERNESS - Workshop

### MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

- P.O. Box 1442
- CARBONDALE, CO 81623

### ADDRESS OF SPECIAL EVENT

- SOPRIS PARK, CARBONDALE

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATE OF BIRTH</th>
<th>EMAIL ADDRESS</th>
<th>PHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>WILL ROUSH</td>
<td></td>
<td>Workshop.org</td>
<td>970.963.3977</td>
</tr>
<tr>
<td>ADAM ZUEHLKE</td>
<td></td>
<td>Workshop.org</td>
<td>970.963.3977</td>
</tr>
</tbody>
</table>

### EVENT MANAGER

- WILL ROUSH

### HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?

- [x] NO
- [ ] YES

### IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?

- [x] NO
- [ ] YES

### DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?

- [x] YES
- [ ] NO

### LIST BELOW THE EXACT DATES(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours From</th>
<th>Hours To</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/16/2019</td>
<td>5:00 pm</td>
<td>9:00 pm</td>
</tr>
</tbody>
</table>

### OATH OF APPLICANT

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

**SIGNATURE**

**TITLE**

**DATE**

### REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended.

**THEREFORE, THIS APPLICATION IS APPROVED.**

**SIGNATURE**

**TITLE**

**DATE**

**LOCAL LICENSING AUTHORITY**

**ATTEST**
OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Wayne W. Williams, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

WILDERNESS WORKSHOP

is a Nonprofit Corporation

formed or registered on 11/30/1976 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871313735.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/09/2018 that have been posted, and by documents delivered to this office electronically through 03/12/2018 @ 14:26:25.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/12/2018 @ 14:26:25 in accordance with applicable law. This certificate is assigned Confirmation Number 10773757.

Secretary of State of the State of Colorado

*******************************************************************************
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/certificates/certificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site http://www.sos.state.co.us click "Businesses, trademarks, trade names" and select "Frequently Asked Questions".
*******************************************************************************
July 3, 2019

Town of Carbondale
Board of Trustees
511 Colorado Avenue
Carbondale, CO 81623

Ladies and Gentlemen of the Board:

I am writing on behalf of Wilderness Workshop. The Town of Carbondale Parks & Recreation Department has given them permission to use Sopris Park and the Gazebo for the *Wilderness Workshop Community Party* to be held Friday, Sept. 6, 2019. The hours for set-up, the festival and break down will be:

- **Friday, September 6, 2019**
  - Set-up 2 pm – 5 pm
  - Event time 5 pm -9 pm,
  - Break down 9-10:30 pm

Please contact the Town of Carbondale Parks & Recreation Department if you have any questions.

Sincerely,

[Signature]

Eric Brendlinger
Town of Carbondale
Parks & Recreation Department Director
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Transfer for Rhumba Girl Liquor

Date: July 3, 2019

I have completed the requested record check for the establishment and following individual:

Rodney Turner—Applicant

I have found no records that would cause me to recommend denial of this liquor license transfer of ownership application.

I recommend the approval for the liquor license transfer.
July 3, 2019

Street and park rental use agreements and special event management plan for the Wilderness Workshop Membership Party in Sopris Park

Friday, September 6, 2019

Special Event Liquor License BOT review on Tuesday, July 23, 2019  

August 13, 2019

Review, comments, concerns and signatures needed. After you sign please place in subsequent staff’s box.

If you have any pressing concerns about this event please contact me and contracts can be amended to address those concerns.

Eric Brendlinger    Carbondale Parks & Recreation Director

 ebrendlinger@carbondaleco.net

 www.carbondalerec.com

970-510-1277 (O)    970-319-2494 (cell)
TOWN OF CARBONDALE
PARK (OR) STREET RENTAL USE AGREEMENT/SPECIAL EVENT MANAGEMENT PLAN

Completing this Park (or) Street Rental Use Agreement and Special Event Management Plan is required for large special events that will impact the Carbondale community. The purpose is to assist the Event Organizer in planning their special event so that it meets the requirements established by the Town of Carbondale. This Rental Use Agreement Special Event Management Plan should be submitted 45-60 days prior to the event. After review by town staff, you will be notified if the event is approved, denied, or if additional information and/or a meeting with town staff is needed.

SECTION 1 - EVENT SUMMARY:

1. NAME OF EVENT: WILDERNESS WORKSHOP COMMUNITY PARTY

2. Primary Event Organizer: ADAM ZUEHLKE
   a. Cell Phone: 612.408.0199
   b. Email: ADAM@WILDERNESSWORKSHOP.ORG
   c. Address: 520 S. 3RD STREET CARBONDALE, CO 81623

3. Secondary Event Organizer: REBECCA MIRSKY
   a. Cell Phone: 917.822.3636
   b. Email: REBECCA@WILDERNESSWORKSHOP.ORG
   c. Address: 520 S. 3RD STREET CARBONDALE, CO 81623

4. EVENT LOCATION: Sopris Park, Carbondale

5. EVENT DATE(s): September 6, 2019

6. EVENT TIME(s): 5:00 p.m. - 9:00 p.m.

7. EVENT SET-UP TIME(s): 2:00 - 5:00 p.m.

8. EVENT BREAK-DOWN TIME(s): 9:00 - 10:30 p.m.
   Procedures must be in place to avoid neighborhood noise disturbance with event break-down.
   Breakdown within town parks must end at 10:30 pm; and Downtown breakdown at 11:30 pm

SECTION 2 - EVENT SUMMARY INFORMATION:

1. Approximate number of people expected to attend event: 200 - 250

2. Approximate Event Personnel Numbers:
   a) Event Staff Leaders/Committee Organizers in charge: 8
   b) Event Volunteers: 16
   c) Event Contractors: 2
   d) Event Security Personnel: 0
   e) Event Vendors: 1

3. Event training for personnel?
   Describe? Training will consist of monitoring entrance exit for alcohol
4. Fee charged to participants?  
   (Y) ☑ (N) ☒  
   If yes, how much?  

5. Amplified music at event?  
   (Y) ☒ (N) ☑  
   If yes, times music is played (including sound checks)  
   4:00 p.m. - 9:00 p.m.  
   Note: Amplified sound cannot exceed 90 decibels which event organizer is responsible to monitor. Amplified music must be approved by Board of Trustees; Music beyond 9 pm requires Trustee approval.

SECTION 3 – EVENT SITE PLAN (OR PARADE/RACE ROUTE) MAP:  
Please provide an accurate detailed drawing or map depicting physical layout of event that includes the following. Must initial each requirement or write N/A (Not Applicable).

1. Boundaries  
   o Delineate the boundary for the entire event venue, including the names of all streets or areas that are part of the venue and surrounding area:  
   o If the event involves a moving route of any kind, show the particular route, indicate the direction of travel, label street names, and identify any street closures:  
   o Locate fencing, barriers/barricades, points of ingress/egress, emergency access:  

2. Site Improvements  
   o Location of stage, tents, canopies, booths, bleachers, other temporary structures:  
   o Location of generators, electricity sources, speakers, soundboards, lighting:  
   o Location area for trailers, trucks, or other event vehicles:  
   o Identify start & finish area (if a race):  

3. Security, Medical and Safety  
   o Show security check points:  
   o Show placement of traffic control personnel:  
   o Locate first aid station, ambulance access point:  
   o Locate portable night lighting:  

4. Transportation and Parking  
   o Identify all parking areas (on/off site):  
   o Locate any drop-off/pick-up areas:  

5. Sanitation and Solid Waste  
   o Locate/identify restrooms/portable toilets and hand wash stations:  
   o Locate trash and recycle containers and dumpsters:  

6. Alcohol, Food Service, Vending Booth Areas  
   o Locate bar/beer garden area, with location of security fencing and entry/exit gates:  
   o Location of food service vendor booths:  
   o Location of merchandise vendor booths; information and/or demonstration booths:  

7. Smoking Area  
   o Public special events on town parks/streets are non-smoking, unless area is designated:  

SECTION 4 – SECURITY PLAN:  
Please describe your plan to provide a safe and secure environment (required if dispensing alcohol).

1. Have you hired a professional security company to manage event security?  
   (Y) ☑ (N) ☒  
   If Yes, please provide the following information:  
   o Name of Security Company:  
   o Person in charge at event:  
   o His Cell Phone contact at event:  

   (Y) ☑ (N) ☒
His Cell Phone Text email address at event: 

Number of security personnel assigned to event: 

Event times they will be in place: 

Describe duties & functions: 

2. Will Town of Carbondale Police Dept. enforcement services be requested? 
   (Y) (N) (X) 
   If Yes, please provide the following information: 
   - List purposes (security; traffic/parking control; event walk-thru): 
   - List # of officers & times when needed: 
   Town law enforcement services charged out at Town cost in an agreement with Chief of Police, who has right to place officers as deemed necessary in the best interest of public safety.

SECTION 5 – MEDICAL & EMERGENCY SERVICES PLAN: 
Please describe your medical and emergency services plan. 

1. Will emergency medical services be summoned through 911? 
   (Y) (N) (X) 
   If Yes, please provide the following information: 
   - Name & cell phone of on-site staff designated as medical point of contact: 

2. Will a licensed Emergency Medical Service provider or EMT be provided on-site? 
   (Y) (N) (X) 
   If Yes, please provide the following information: 
   - Name & cell phone of service provider or EMT: 
   - Aid Station location & hours: 

SECTION 6 – TRANSPORTATION & ROAD CLOSURE TRAFFIC MANAGEMENT CONTROL PLAN: 
Required of events involving a road closure. Main Street closure requests require 4-6 months notification to obtain approval. Event organizers must submit an aerial drawing or map, showing event location, along with the following information shown on the drawing or map. Must initial each section.

- Road and/or traffic lane closure request: 
  (Y) (N) (X) 
- Location of barricades and/or traffic cones: 
- Proposed traffic flow map around road closure: 
- Location of informational signage within road closure area: 
- Location of safety lighting bar (if needed) within road closure area: 
- Running or Bike Race route description (with start & finish line) if applicable: 
- Parade route description (with start & finish) if applicable: 

With this information the Public Works Director will determine a “traffic control plan” and will indicate the required road closure barricades and road detour signage needed for the event. If equipment is supplied by the Town, it will be provided at Town cost in covering staff expenses on delivery/pickup and setup/takedown. Deposit on Town equipment may be required. At the Town’s discretion, to save expenses, Event Organizer may be requested to set up/take down and safely secure the road closure barricades and signage before and after their event with instructions from the Town. Cost to the event organizer will be determined after review of your event road closure request. If a street must be posted “No Parking” by the Town, the cost is $5.00 per side of block. If it’s determined by the Public Works Director that the Town is unable to provide a “traffic control plan,” it may be required that the Event Organizer obtain a plan from a certified traffic control specialist. If the Public Works Director determines that the Town lacks the necessary barricades and signage due to scope and size of road closure (with limited inventory available), it may be required that Event Organizer contract all or a portion of their road closure traffic control management need services with a privately owned traffic control company.
SECTION 7 – REFUSE/TRASH PLAN:
Event organizer shall provide for the pickup and removal of all refuse/trash and recyclable materials, both on and off event site, which results from hosting the event. Throughout the duration of the event and immediately upon conclusion, the park and/or street area must be returned to a clean condition (no later than 10:00 am the next day following event). Event organizer may use Town trash receptacles available within the event area, but will need to provide additional containers at their expense, either by hiring a trash contractor who provides appropriate containers, providing their own containers, or provide a refuse removal plan that prevents the accumulation and overflow of refuse from containers provided by the Town.

Failure to perform adequate cleanup, or if damage occurs to public property due to event, and mitigation attempts fail, event organizers will be billed at full Town cost recovery rates for cleanup and repair. In addition, such failure may result in denial of future special event approval.

Event organizer is encouraged to consider a refuse/trash recycling plan for your event. Event organizer is further encouraged to consider creating a “Green” Event. These services can be provided for a fee by local companies. If using a contracted company please provide the following:

- Name of Service Provider: N/A
- Contact Person: 
- Mailing Address: 
- Cell Phone: 
- Email: 

SECTION 8 - PORTABLE RESTROOM PLAN:
Event organizer shall provide portable restroom facilities unless you can show the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event. Please make sure these facilities are shown on your site plan. Portable toilets shall be removed from event site by 11:00 am the next day following event. Event organizer is responsible for keeping both portable toilets and park bathrooms clean, unplugged, and stocked with toilet paper from beginning to end of event. Multiple day events may require portable toilets to be pumped out daily. Please use the formula below to figure out your event’s porta potty needs.

### Duration of Event and number of Portable Toilets needed

<table>
<thead>
<tr>
<th>Number Of Participants</th>
<th>1 hr</th>
<th>2 hr</th>
<th>3 hr</th>
<th>4 hr</th>
<th>5 hr</th>
<th>6 hr</th>
<th>7 hr</th>
<th>8 hr</th>
</tr>
</thead>
<tbody>
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Do you plan to provide portable restroom facilities at your event? [Y] [N] [X]

If yes, how many:

Number of ADA accessible portable toilets: 

Is portable handwashing station being provided? [Y] [N] [X]
If no, is there a sanitizer dispenser within toilet?  

(Y) ☐  (N) ☐  

ATTACHMENT I

Please provide the following information regarding event portable restroom provider:

- Name of Service Provider: ____________
- Contact Person: ____________________
- Mailing Address: ____________________
- Cell Phone: _________________________
- Email: _____________________________

SECTION 9 – ALCOHOL MITIGATION PLAN & PERMIT REQUIRED:

Responsible sale and/or distribution of alcohol is critical to a safe and successful event. A Town of Carbondale Liquor License Special Event permit application ($50.00 payable to: Town of Carbondale) must be obtained from the Town Clerk, and submitted and approved by the Board of Trustees to sell alcohol (beer & wine) at your event. Only an incorporated non-profit organization is eligible for obtaining a special event liquor permit. The special event permit you receive will prohibit the consumption of alcohol outside of a controlled area or beer garden. Liquor liability coverage with a $1,000,000 limit must be included on your certificate of insurance (also naming the Town as additionally insured). You must submit your special event liquor license application to the Town Clerk at least 30 days prior to your event. Applications submitted to the Town will require a hearing before the Town Trustees. Event Organizer must post a notice at event site 10-days prior to hearing before Town Trustees. Town Clerk will schedule hearing and provide notice board to be posted by event organizers.

If your event is going to involve the sale and/or distribution of alcoholic beverages, please provide following information:

- Hours of operation of event (include dates & times): ____________________
  FRIDAY, SEPTEMBER 6  2019  5 pm - 9 pm

- Alcohol service times:  5 pm - 8:30 pm  (required ending is 15 minutes prior to event shutdown, although 30 minutes prior is recommended)

- A designated fenced-in or secured area for the dispensation and consumption of alcoholic beverages is required. Show this area on your site plan and describe measures taken to secure the area: Consumption of alcohol will only be allowed within fenced perimeter. We’ll have designated monitors at all entrances/ exits.

- Must provide non-transferable ID bands/bracelets for persons 21 and over (Describe your process for identifying legal vs underage patrons): 
  ATTENDEES who plan to consume alcohol will be ID’d WHEN ENTERING EVENT AND PROVIDED A WRISTBAND

- Describe how TIPS trained servers will monitor alcohol consumption and intoxication: They will take note of people who have been served multiple drinks, look for signs of intoxication and refuse service to those who are intoxicated.
  (Note: Servers should not consume alcohol while working a shift, and should not return to shift if they consumed alcohol)

- Describe how Security staff and/or event server volunteers will provide friendly intervention to individuals who appear intoxicated: Refuse further alcohol service, offer to call a cab or give them a ride.

- Consider (but not required) designating a “family friendly” seating area. If included, describe the location and include on site plan:  N/A
o Will event provide alternative beverages to alcohol? If so, what? 
   SODA, TEA AND SPARKLING WATER
   YES:

o Will food be available at all times? If so, what? 
   YES. ITEMS FROM SLOW GROOVIN BBQ
   MENU: BARBECUE, TACOS, FRENCH FRIES, VEGETARIAN OPTIONS

o Is there a designated smoking area? If so, describe the location and show it on your site plan: N/A

How will you handle and mitigate an obviously intoxicated person who is drunk and may be driving home? SEE EARLIER RESPONSES IN THIS SECTION

SECTION 10 – FOOD PLAN & PERMIT:
These guidelines should assist you in developing plans for food handling, preparation, and distribution in the most responsible and legal manner. Garfield County Public Health Department paperwork process for Temporary and Special Food Service Events must be followed if you will be having any event in Garfield County where food will be sold to the public. (This includes, fairs, festivals, carnivals, farmers markets.) All vendors must obtain a retail food establishment license to serve open foods (including ice), and potentially hazardous foods that need to be temperature controlled. The event organizer is required to fill out a Garfield County Public Health Event Coordinator Plan Review (appendix A) and each vendor at your event must fill out and apply for an annual Garfield County Public Health Temporary Vendor Application (Appendix B) and a Garfield County Public Health Commissary Agreement (Appendix C) Temporary Vendor Permit Flow Chart (Appendix D). All food vendors at your event must have their original Colorado Retail Food Establishment license on premise at all times.

Please list food vendors at your event, name of vendor and product (s) served:
   SLOW GROOVIN BBQ
   THEY WILL SELL FOOD & NON-ALCOHOLIC BEVERAGES

Vendors Exempt from Licensing (Exempt foods include popcorn or kettle corn, raw agricultural commodities such as honeycomb and uncut produce, commercially pre-packaged products that do not require refrigeration and cottage foods such as pickled fruits and vegetables, spices, teas, dehydrated produce, nuts, seeds, honey, jams, jellies, preserves, fruit butter, flour and baked goods, including candies, fruit empanadas, tortillas and other similar products that do not require refrigeration for safety. Please list food vendors exempt from licensing at your event, name of vendor and product (s) served:
   N/A

SECTION 11 – SALES TAX LICENSE SUBMITTAL PLAN:
If goods and/or services (including the sale of alcohol and food) are to be sold at event, each vendor must obtain a Town of Carbondale Sales Tax License, which they must purchase and pay for at Carbondale Town Hall, 511 Colorado Avenue. Cost is $15.00 for a temporary one-day license; $25.00 for an annual license; and FREE for a governmental agency or charitable organization. Note: A governmental agency or charitable organization must still obtain a Sales Tax License, and if making taxable sales, they shall collect sales tax and consumers shall pay sales tax on such sales.

Event organizer is responsible for submitting a list of Vendors working event to the Town of Carbondale Recreation Dept. no later than one week prior to your event. Vendors who did not obtain a Sales Tax License, and who attempt to work the event, shall be shut down by Event Organizers and/or Town staff. Event Organizers are responsible to visually verify and make sure that each vendor has their license and that it is posted within booth.
SECTION 12 – LIABILITY INSURANCE:
Liability insurance coverage must be provided for special event. If your event includes alcohol, liquor liability coverage must also be included. At least one week prior to the event, a certificate of insurance must be submitted to the Town Clerk. The certificate shall name the Town of Carbondale as an additional insured (for example: “Town of Carbondale, its officers, employees, & agents”). This commercial general liability insurance certificate requires the following minimum amount of coverage. Please initial each section.

- $1,000,000 each occurrence; $2,000,000 aggregate: A7
- Host and general liquor liability insurance required in the same amounts listed above: A7

SECTION 13 – EVENT DEBRIEFING:
An event debriefing may be held following your event at Town of Carbondale staff discretion. You are encouraged to attend this debriefing to help offer insight into the success of your event. The purpose of the debriefing will be to identify areas of success, and also areas in need of improvement, should you decide to hold your event annually.

SECTION 14 – FEES AND DEPOSITS

PARK (OR) STREET RENTAL USER FEE:
- $100.00 User Fee per each day of use between 100 – 300 participants
- $200.00 User Fee per each day of use with over 300 participants

Paid Date: 7/2/2019

PARK (OR) STREET CLEANUP/DAMAGE DEPOSIT FEE:
- $200.00 Cleanup/Damage Deposit Fee for event with 100 – 300 participants
- $500.00 Cleanup/Damage Deposit Fee for events with over 300 participants

Paid Date: 7/2/2019

These amounts may be increased if it is deemed necessary for a particular event or activity.

Event Organizer shall submit two (2) checks payable to: TOWN OF CARBONDALE

One check designated for Rental User Fee of the Park/Street, and the other check designated for Park/Street Cleanup/Damage Deposit Fee. These fees must be submitted with your application and will be returned if denied. Please note that if the Town deems necessary, a portion of the cleanup/damage deposit fee may be utilized by the Town for the purpose of payment of unforeseen costs necessary to insure and protect public safety during the event, and to ensure the terms and conditions of this Rental Agreement are fulfilled. The deposit shall not limit Event Organizer from liability for such expenses in excess of the Cleanup/Damage Deposit Fee submitted. A refund check for deposit amount (minus any deductions if required) will be issued after the event.

Initial here: A7

SECTION 15 – LICENSES, PERMITS, AND FEES
Event Organizer shall adhere to all local and state requirements regarding business licenses, taxes, vending, and special event permits and policies.

Initial here: A7

SECTION 16 – INDEMNIFICATION:
Event Organizer agrees to indemnify the Town, its officers, agents and employees, and to hold them harmless as to any claim, liability or damages, including attorney fees and court costs, arising out of, or directly or indirectly resulting from the conduct of the event.
Certificates of insurance shall be provided to the Town Clerk at least one week prior to event.

SECTION 17 – CANCELLATION OF EVENT:
Event may be cancelled by the Carbondale Town Manager, or his designee, if a recommendation is made by the Parks & Recreation Director, Public Works Director, or Chief of Police that the terms of this Agreement and Event Management Plan are not substantially fulfilled in a timely manner, or in the event of an unforeseen catastrophic event or act of God. In the event of such cancellation, the Town shall remit to Event Organizer all rental fees and damage deposits minus any expenditures incurred by the Town. Neither party shall be liable to the other for any lost profits, lost revenues or consequential damages in the event of such cancellation.

SECTION 18 – RELEASE OF LIABILITY:
The Town assumes no responsibility whatsoever, for any non-municipal property used within the premises of Event, and the Town is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to any person or property of Event Organizer, its employees, agents and concessionaires, or of any performer or spectator that may be sustained by reason of the occupancy within the premises of event under this Agreement.

SECTION 19 – AUTHORITY TO CONTRACT:
The Town of Carbondale and Event Organizer represent that each has the power to enter into this Agreement, and grant or receive as the case may be, the license herein granted; each represents that it does not require the consent of any other person or entity (governmental or otherwise), and that this Agreement constitutes a valid and binding obligation of the Town of Carbondale and Event Organizer which is enforceable against the respective parties in accordance with the terms hereof.

SECTION 20 – ATTORNEY’S FEES:
In the event that suit is brought (or arbitration instituted) or any attorney is employed or retained by any party to this Agreement to enforce the terms of this Agreement, to collect any money due there under, or to collect any money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney’s fees and costs incurred in connection therewith, including the reasonable value of salaried attorney’s time.

Event Organizer Name (Please print): Adam Zuehlsdorff - Wilderness Workshop

Signature: Adam Zuehlsdorff

Date: July 2, 2019
SPECIAL EVENT MANAGEMENT PLAN STAFF REVIEW & RECOMMENDATION
(With Comments, Conditions, and/or Requirements for Event)

PARKS & RECREATION DIRECTOR:

If a fire pit will be used for the event, organizers must notify Fire Dept and Town Parks & Rec.
Police - no amplified music after 9 pm.

Approval: ✔ Approval Pending: (see above) Denial: 
Signature: [Signature] Date: 7/3/2019

PUBLIC WORKS DIRECTOR:


Approval: ✔ Approval Pending: (see above) Denial: 
Signature: [Signature] Date: 7-11-19

CHIEF OF POLICE:


Approval: ✗ Approval Pending: (see above) Denial: 
Signature: [Signature] Date: 

TOWN CLERK: (Liquor Licensing Approval)

Hearing is scheduled for August 13, 2019

Approval: ✔ Approval Pending: ✗ (see above) Denial: 
Signature: [Signature] Date: 7-15-19

TOWN MANAGER:


Approval: ✔ Approval Pending: (see above) Denial: 
Signature: [Signature] Date: 7/12/19
To: Mayor Dan Richardson
   Carbondale Board of Trustees

From: Gene Schilling
      Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for Colorado Animal Rescue for an event to be held on
      August 24, 2019 at the Orchard.

Date: July 23, 2019

I have found no records that would cause me to recommend denial of this liquor license
special event application to serve alcohol on August 24, 2019 at the Orchard from 5:00 p.m.—
10:00 p.m.

Roger Sheffield / President/Secretary
Wes Boyd / Event Manager

I recommend approval of this liquor license.
TOWN OF CARBONDALE
APPLICATION FOR A SPECIAL EVENTS PERMIT

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NON-PROFIT AND ONE OF THE FOLLOWING:

- SOCIAL
- FRATERNAL
- PATRIOTIC
- POLITICAL

- ATHLETIC
- CHARtered BRANCH, LODGE OR CHAPTER
- OF A NATIONAL ORGANIZATION OR SOCIETY
- RELIGIOUS INSTITUTION

PHILANTHROPIC INSTITUTION
POLITICAL CANDIDATE
MUNICIPALITY

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

☑ MALt, VINoUS AND SPIRITtUOUS LIQUOR $50 PER DAY

LIQUOR PERMIT NUMBER
STATE SALES TAX NUMBER (REQUIRED)

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
Colorado Animal Rescue

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY
3801 Count Rd 114
Glenwood Springs, CO 81601

3. ADDRESS OF SPECIAL EVENT
The Orchard
110 Snowmass Dr
Carbondale, CO 81623

NAME
DATE OF BIRTH
EMAIL ADDRESS
PHONE NUMBER

4. PRESS/SECY OF ORG. OR POLITICAL CANDIDATE
Roger Sheffield

5. EVENT MANAGER
Wes Boyd

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?

   ☑ NO
   ☑ YES
   HOW MANY DAYS?

7. IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?

   ☑ NO
   ☑ YES
   TO WHOM?

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?

   ☑ NO
   ☑ YES
   HOW MANY DAYS?

LIST BELOW THE EXACT DATES(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT

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OATH OF APPLICANT

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

SIGNATURE
Westby Boyd

TITLE
Director

DATE
7/22/19

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended

THEREFORE, THIS APPLICATION IS APPROVED.

SIGNATURE

TITLE

DATE

LOCAL LICENSING AUTHORITY

ATTEST
July 22, 2019

Mayor Dan Richardson and Carbondale Town Trustees,

Colorado Animal Rescue will be holding our Annual Fundraiser Dressed to the K9s on Saturday, August 24th 2019 at The Orchard in Carbondale. Doors to the event open at 5:00 p.m. and the event concludes at 10:00 p.m. During these hours, we will be selling and serving alcohol to guests over the age of 21. This is a ticketed, private event in which drink ticket bearers will be properly ID’d before being served a drink.

The evening will be filled with laughter, animals, and great entertainment. We’re especially pleased to announce the inaugural presentation of The Animalitarian of the Year award honoring the legacy of Jim Calaway and his love of shelter pets. In addition, we are thrilled to welcome back famed comedian and Veterinarian extraordinaire, Dr. Kevin Fitzgerald. We invite you all to celebrate the joy that pets bring to our lives! We’d love to see you there.

With gratitude,

Wes Boyd
Executive Director

Adoptable: Pumpkin Spice!
Our loveable Calico Domestic Shorthair
OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

COLORADO ANIMAL RESCUE, INC.

is a

Nonprofit Corporation

formed or registered on 06/30/1992 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19921065568.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/19/2019 that have been posted, and by documents delivered to this office electronically through 07/22/2019 @ 16:19:36.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/22/2019 @ 16:19:36 in accordance with applicable law. This certificate is assigned Confirmation Number 11697464.

End of Certificate

Notice: A certificate issued electronically from the Colorado Secretary of State’s Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State’s Web site, http://www.sos.state.co.us/ his/CertificateSearchCriteria.do entering the certificate’s confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click “Businesses, trademarks, trade names” and select “Frequently Asked Questions.”
FACILITY RENTAL AGREEMENT

August 24, 2019

Event: CARe Fundraiser
Number of People: 300+
Event Date: Saturday, August 24th, 2019
Event Start Time: 5 PM
Event End Time: 9:30 PM
Set-up Time: Friday, August 23rd, after 8 AM
Rooms: Full Building
Event Fee: $6000
Staff: Orchard Liaison/Laurie Sabo @ $25 (included in Event Fee)

Client Name: Wes Boyd
Address: 2108 County Road 114, Glenwood Springs, CO 81601
Phone: 970-947-9173
Email: wes@coloradoanimalrescue.org

1. Event Fee Payments & Building Use
A. At or before the time of execution of this contract, Renter shall pay to The Orchard the full fee for rental in the amount of $6000.00. This payment secures the Full Building on Friday, August 23rd, 8 AM – 9 PM and August 24th, from 8 AM – 9:30 PM.

RENTER MUST PROVIDE AN EVENT COORDINATOR FOR THE EVENT. THE ORCHARD WILL ONLY BE PROVIDING FACILITIES FOR THE EVENT. ALL OTHER REQUIREMENTS TO SET-UP, CONDUCT AND CLEAN-UP/RESTORE, CATER, SERVE BEVERAGES, ET AL WILL BE THE FULL RESPONSIBILITY OF THE RENTER.

B. The Gathering Center is a ministry of The Orchard. The Orchard can, at its discretion, deny anyone use of the facilities without explanation or reason. For events with outside vendor booths, Notice of participating Vendors must be received by The Orchard 30 days prior to the planned event. The Orchard reserves the right to refuse a vendor booth space for any reason including if their service or product can be interpreted as being contrary to our Core Beliefs. This includes but is not limited to: “adult” or pornographic products, “spiritual readings” i.e.: fortune tellers, psychics, tarot card, etc. This determination is at the sole discretion of the Lead Pastor and/or Elder Board.

C. Renter and its guests will occupy the premises for the purposes stated and will only occupy the space(s) leased as detailed in the attached Event Order identified. Renter will be provided with a specific time for set-up for its event. No set-up will be allowed outside of the time provided. Renter will respect the rights of others to use other portions of The Orchard’s facility during normal hours of operation, and will not permit any noise, nuisance or parked vehicles that might have a tendency to annoy, disturb or hinder any persons occupying other portions of the building.
D. Rental of The Orchard facilities does not include any services outside of rental of the facilities. The Orchard will provide a contact person to have the facilities open and ready, observe the event and assure that clean-up and closure take place per this agreement. Any items on this contract that The Orchard has to complete beyond the rental will be deducted from the security deposit. Should these items exceed the security deposit amount the Renter will be billed for the difference that will be due within 14 days of billing date.

E. The Orchard décor will change regularly and may be different than what you saw at the time of signing this contract. Artwork is not to be removed. Nothing is to be placed on the walls, ceilings or windows without prior written consent. Absolutely NO GLITTER OR CONFETTI of any kind. Absolutely no nails, staples or holes are allowed. Only blue painters tape is to be used to hang items on the walls. Any & all decoration must be approved and is limited to the rented space only.

F. All Decorations must be taken down and removed from The Orchard immediately per this contract following the Event. Decorations that must be removed by The Orchard staff or outside party will be charged against the security deposit based on actual costs.

G. Storage will not be provided for decorations, food, or other supplies prior to the Event unless arrangements have been made ahead of time.

H. No religious objects of The Orchard may be covered or removed. An exception is drawing the stage curtain before the altar. Sound equipment cannot be used without The Orchard’s approval and only with approved technicians. Any damage to The Orchard’s sound and visual equipment will be the sole responsibility of the Renter. Any moved furniture must be replaced in its pre-event position at the conclusion of the Event. Piano and Drums are not to be used.

I. The Orchard is a NONSMOKING facility. In accordance with Colorado law smoking is not allowed within 15 feet of any entrance or in any area where food is being served and/or consumed.

J. Renter is responsible for the conduct of guests and all damages incurred to The Orchard’s facilities.

K. The Orchard assumes no responsibility for the damage or loss of articles left on The Orchard’s premises prior to, during or following the Event.

M. The Orchard reserves the right to change the location(s) and/or room(s) of the event.

N. The Renter agrees to be responsible for the conduct of its guests. Renter agrees that at the request of The Orchard, it will remove from its premises any guest The Orchard and the Renter considers at their discretion exhibiting inappropriate conduct. In the event any state law or local ordinances are being violated, The Orchard will immediately terminate the Event at Renter’s expense.

O. Loading and Unloading of Supplies – Vehicles are not to be driven onto Orchard sidewalks or property. Event items must be carried or rolled on non-motorized carriers into The Orchard facilities. A minimum damage assessment of $500 above the security deposit will be charged for tire tracks left on Orchard property.

P. Sound Volume – For the safety and comfort of guests, performers, staff and volunteers, The Orchard reserves the right to control the volume of its events. Music is not to be played above a decibel of 100. Orchard staff will monitor this level and will ask a band/DJ to adjust their sound accordingly. Refusal to comply will result in an immediate termination of the event.
2. Event Exceeding Specified Time

If the duration of The Event exceeds the Event Duration specified above, Renter will pay The Orchard an additional fee of $1000 per each hour the actual duration of the Event exceeds the specified Event Duration (any minute into an hour will cause the entire hour to be charged).

**All Orchard Events must end at 10 PM. There are no exceptions to this.**

3. Cancellation Fees

If the Event is cancelled, the following cancellation fees payable on the date of cancellation apply:

Event cancelled 60 days or less before the Event Date: 50% of the Event Fee

4. Method of Payment

Payment may be made by cash, check, cashier’s check, Visa, or MasterCard (in the case of credit cards. The Orchard will add onto the rental charge any incurred credit card charges).

If Renter is a Tax-exempt Organization, a photocopy of the tax-exempt certificate must be on file in the before Renter will be set-up as tax-exempt. Any organization found using a false tax-exempt number will be charged back taxes in the total amount due.
5. Advertising

A. When advertising the event venue, please refer to us as The Orchard, The Gathering Center or The Gathering Center at The Orchard. Any questions relating to such use should be directed to The Orchard.

Client Initials

6. Alcohol

A. The Orchard does not provide, or sell alcoholic beverages.
B. Alcohol served at the Event is limited to beer and wine only unless special consideration approved by the Lead Pastor. Should approval be gained for such a special allowance the Renter agrees to provide additional security and control of any attendees abusing this beverage allowance.
C. Any beverage which contains alcohol must always be clearly labeled and/or in its original container.
D. Alcoholic beverages must be served by certified bartender(s). No self-serve is permitted. A copy of the bartender’s certification must be on file with The Orchard 1 week prior to the Event.
E. The certified bartender(s) must be willing to refuse service when they determine a person appears to be intoxicated. The Orchard’s staff and elders will support the decision if an issue arises from the decisions to refuse alcohol to a person. The bar will be attended the entire time alcohol is being served.
F. Alcohol will not be sold by The Orchard at functions held at The Orchard. Alcohol cannot be sold by Renter at the Event unless Renter has first obtained a Special Event Permit from the Town of Carbondale.
G. Food must be served at the Event if alcohol is being served.
H. Under no circumstances will alcohol be served to or consumed by any person under the age of 21 even when accompanied by their parents. If any person under the age of 21 is found consuming alcoholic beverages, The Orchard reserves the right to terminate the Event at the Renter’s expense.
I. Drinking alcohol will never be a social requirement. Whenever alcohol is served in any form, non-alcoholic alternatives must also be offered. Non-alcoholic beverages must be served with the same attractiveness and accessibility as those containing alcohol, so that those who choose not to drink alcoholic beverages need not feel any embarrassment, discomfort or inconvenience in exercising their preference.
J. All applicable Federal, State and Local laws and ordinances governing the use/distribution/sale of alcohol must be adhered to when serving alcoholic beverages including the requirement to obtain a Special Event Permit from the Town of Carbondale if alcohol will be sold at the Event.
K. Groups not affiliated with The Orchard shall have security on-site as deemed necessary by The Orchard.
L. During Events requiring a Special Event Permit from the Town of Carbondale, alcohol will be consumed only in areas specifically identified in the License. However, under no circumstances will alcohol be permitted in the parking lot.
M. Renter agrees to be responsible for the consumption of alcoholic beverages and other legal and illegal substances by all guests.
N. All licenses and permits required must be posted in a conspicuous place in the licensed area for the general public to observe. The licenses and permits required include, but are not limited to the following:
   a. Special Event Permit – State
   b. Special Event Permit – City
c. Minor Warning Sign – The Orchard has these signs on file and will provide to Renter for the Event upon request

d. State Sales Tax License – Even though these permits are issued to non-profit organizations, the retail sale of alcohol beverages to consumers is still subject to state and local sales taxes. Special Event Permit applicants should contact the Department of Revenue at (303) 258-7378 to determine the correct method or remitting the sales tax.

e. Other local licenses as required – Check with the local authority, Town of Carbondale

Q. Per the guidelines stipulated in the Special Event Permit Guide from the Colorado Department of Revenue Liquor Enforcement Division, donated beverages cannot be resold. Alcohol beverages received from other non-licensed or private sources may not be sold, served or consumed at Events requiring a Special Events Permit.

Client Initials

7. Additional Terms & Conditions

A. At the start of the Event will include a taped message from The Orchard leadership welcoming attendees, encouraging them to visit The Orchard and encouraging them to have a great time at their Event. For events where there is not a formal program, the event agrees to allow The Orchard to have marketing table tents on their tables.

B. Should the Kitchen be utilized for an event, it must be restored to its pre-event condition. Anything short of this will be restored by The Orchard and costs will be deducted from the security deposit.

C. Use of the fire pits requires adult supervision and special approval from The Orchard.

D. Youth groups must be supervised by adult sponsors in the following ratios: children 13 and younger require 1 adult per 10 children. Teens aged 14 and older require 1 adult per 15 teens.

E. Children 8 years old and younger MUST have constant supervision while their parents or guardians are using the facility.

O. During the time of the Event, the Renter and its guests shall obey all laws of the State of Colorado and ordinances of the Town of Carbondale.

P. Renter authorizes The Orchard to charge the credit card identified below for any fees set forth in this Agreement that have not been paid by Renter by the respective due dates. If the Renter does not wish to provide a valid credit card, a deposit of $2,500.00 cash deposit is required at time of facilities booking.

Q. In case any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein. Neither The Gathering Center/The Orchard nor the undersigned shall be required to perform any term, conditions, or covenant in this Agreement so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, or any other cause not reasonably within the control of The Gathering Center/The Orchard or Client and which by the exercise of due diligence of The Gathering Center/The Orchard or Client is unable, wholly or in part, to prevent or overcome. This Agreement and attachments embody the entire agreement and understanding of the parties relating to the subject matter hereof, is non-assignable, may not be amended except in writing signed by both parties, and supersedes any prior representations, agreements, and understandings, oral or written, if any, relating to such subject matter.

R. Renter agrees to indemnify The Orchard and save The Orchard harmless from any and all damages or losses The Orchard may suffer, including attorney's fees, as a result of claims, demands, costs, or judgments against it arising out of the use of The Orchard facility by
the renter. Renter agrees to provide The Orchard with a certificate of insurance prior to
the Event.

S. ANY MODIFICATIONS TO THIS AGREEMENT MUST BE APPROVED IN WRITING BY THE
LEAD PASTOR OF THE ORCHARD.

_______ Client Initials

The Renter and The Orchard through their authorized signatures below
agree to the terms and condition of this Facility Rental Agreement (ALL 6
PAGES) including all attachments thereto.

Renter: __________________________ The Orchard

By: /s/ Annie Jones

Title: Ministry Support – The Orchard

Date: 4/20/19

_________________________________________________
Authorized Signature of Renter

By my signature below, I authorize The Orchard to charge my credit card for any fees set forth
in this Agreement that have not been paid by Renter by the respective due dates.

________________________________________________________
Name as it appears on Credit Card

________________________________________________________
Visa or MasterCard #

________________________________________________________
Billing Address

________________________________________________________
Expiration Date

________________________________________________________
City, State, Zip

________________________________________________________
CVC

________________________________________________________
Authorized Signature

________________________________________________________
Today's Date
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for Carbondale Clay Center to be held on September 21, 2019

Date: July 19, 2019

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol on September 21, 2019 at the 135 Main Street from 4:00 pm—8:00 pm.

Angela Bruno / Event Manager

I recommend approval of this liquor license.
**TOWN OF CARBONDALE**

**APPLICATION FOR A SPECIAL EVENTS PERMIT**

**IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NON-PROFIT**

AND ONE OF THE FOLLOWING:

- [X] SOCIAL
- [ ] ATHLETIC
- [ ] FRATERNAL
- [ ] CHARITERED BRANCH, LODGE OR CHAPTER
- [ ] PATRIOTIC
- [ ] OF A NATIONAL ORGANIZATION OR SOCIETY
- [ ] POLITICAL
- [ ] RELIGIOUS INSTITUTION

**TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:**

- [X] MALT, VINOUS AND SPIRITUOUS LIQUOR $50 PER DAY
- [ ] FEMENTED MALT BEVERAGE (3.2 BEER) $10 PER DAY

**LIQUOR PERMIT NUMBER**

**STATE SALES TAX NUMBER (REQUIRED)**

1. **NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE**
   
   Carbondale Clay Center

2. **MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY**
   
   135 Main St.
   Carbondale, CO 81623

3. **ADDRESS OF SPECIAL EVENT**
   
   135 Main St.
   Carbondale, CO 81623

**NAME**

**DATE OF BIRTH**

**EMAIL ADDRESS**

**PHONE NUMBER**

4. **PRES/SECY OF ORG. OR POLITICAL CANDIDATE**

5. **EVENT MANAGER**
   
   Angela Bruno

6. **HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDARE YEAR?**
   
   [X] YES
   [ ] NO

   **HOW MANY DAYS?**

**STATE LIQUOR OR BEER CODE?**

[ ] NO
[X] YES

7. **IS PREMISES NOW LICENSED UNDER TO WHOM?**
   
   CO

8. **DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?**
   
   [X] YES
   [ ] NO

**LIST BELOW THE EXACT DATES(S) FOR WHICH APPLICATION IS BEING MADE FOR PERMIT**

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours From</th>
<th>Hours To</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/21/2019</td>
<td>4 p.m.</td>
<td>8 p.m.</td>
</tr>
</tbody>
</table>

**OATH OF APPLICANT**

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

**SIGNATURE**

**TITLE**

**DATE**

**REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY**

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the provisions of Title 12, Article 48, C.R.S., as amended

**THEREFORE, THIS APPLICATION IS APPROVED.**

**SIGNATURE**

**TITLE**

**DATE**

**LOCAL LICENSING AUTHORITY**

**ATTEST**
OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

CARBONDALE CLAY CENTER

is a

Nonprofit Corporation

formed or registered on 08/14/1997 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19971129392.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/15/2019 that have been posted, and by documents delivered to this office electronically through 07/16/2019 @ 11:17:35.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/16/2019 @ 11:17:35 in accordance with applicable law. This certificate is assigned Confirmation Number 11685924.

[Signature]
Secretary of State of the State of Colorado

End of Certificate

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."
100 Block of Main Street

- Open Space
- Seating
- Dancing

**Carbondale Clay Center**
LAWN AREA

**Carbondale Clay Center**
DRIVEWAY

**X** = MAIN EVENT ENTRY - Staffed
**X** = Alcohol only allowed within red border.
Trash Cans/Staffed Check Points. Entire Area Fenced.

**Silent Auction**

**Bar**

**Event Fencing**

**O** = Staffed - Event Entry/Exit
July 22, 2019

Street closure and use agreements and special event management plan for the

Tacos on Plates Carbondale Clay Center special event

on Saturday, September 21, 2019

Liquor License is scheduled for public meeting approval on August 13th by the Carbondale Clay Center.

Review, comments, concerns and signatures needed. After you sign please place in subsequent staff’s box.

If you have any pressing concerns about this event please contact me and contracts can be amended to address those concerns.

Eric Brendlinger  Carbondale Parks & Recreation Director

ebrendlinger@carbondaleco.net

www.carbondalerec.com

970-510-1277 (O)  970-319-2494 (cell)

Parks & Recreation Director

Public Works Director

Police Chief

Town Finance Director

Town Manager

Town Clerk
TOWN OF CARBONDALE
PARK (OR) STREET RENTAL USE AGREEMENT
&
SPECIAL EVENT MANAGEMENT PLAN

Completing this Park (or) Street Rental Use Agreement and Special Event Management Plan is required for large special events that will impact the Carbondale community. The purpose is to assist the Event Organizer in planning their special event so that it meets the requirements established by the Town of Carbondale. This Rental Use Agreement & Special Event Management Plan should be submitted 45-60 days prior to the event. After review by town staff, you will be notified if the event is approved, denied, or if additional information and/or a meeting with town staff is needed.

SECTION 1 - EVENT SUMMARY:

1. NAME OF EVENT: Tacos On Plates

2. Primary Event Organizer: Angela Bruno
   a. Cell Phone: 970-589-0499
   b. Email: director@carbondaleclay.org
   c. Address: 135 Main St. Carbondale, CO 81623

   a. Cell Phone: 870-404-8680
   b. Email: sjinvests@hotmail.com
   c. Address: Glenwood Springs, CO 81601

4. EVENT LOCATION: Carbondale Clay Center 135 Main St Carbondale, CO 81601

5. EVENT DATE(s): Saturday, September 21st 2019

6. EVENT TIME(s): 4-8:30pm

7. EVENT SET-UP TIME(s): (12pm Clay Center property only) & 1 PM Street Closed

8. EVENT BREAK-DOWN TIME(s): Event in the street will end at 8:00 PM so the street can be clear by 9 PM. Take-down at Clay Center will begin at 8:30 PM to be completed by 10 PM.
   Procedures must be in place to avoid neighborhood noise disturbance with event break-down. Breakdown within town parks must end at 10:30 pm; and Downtown breakdown at 11:30 pm

SECTION 2 - EVENT SUMMARY INFORMATION:

1. Approximate number of people expected to attend event: 250 Flow
2. **Approximate Event Personnel Numbers:**
   a) Event Staff Leaders/Committee Organizers in charge: ___5 Clay Center____
   b) Event Volunteers: ___20_____
   c) Event Contractors: ___N/A_____
   d) Event Security Personnel: ___2_____
   e) Event Vendors: ___N/A_____

3. Event training for personnel? **(Yes)** **(No)** Describe? ____All volunteers have worked with the CCC on previous events.

4. Fee charged to participants? **(Yes)** **(No)** If yes, how much? ____$65 Per Ticket____

5. Amplified music at event? **(Yes)** **(No)** If yes, times music is played (including sound checks)
   1. _____Live music w/ speaker (local DJ) from 4:30 -8:00 PM_____
   Note: Amplified sound cannot exceed 90 decibels which event organizer is responsible to monitor. Amplified music must be approved by Board of Trustees; Music beyond 9 pm requires Trustee approval.

**SECTION 3 – EVENT SITE PLAN (OR PARADE/RACE ROUTE) MAP:**
*Please provide an accurate detailed drawing or map depicting physical layout of event that includes the following. Must initial each requirement or write N/A (Not Applicable).*

1. **Boundaries**
   o Delineate the boundary for the entire event venue, including the names of all streets or areas that are part of the venue and surrounding area: ___AB____
   o If the event involves a moving route of any kind, show the particular route, indicate the direction of travel, label street names, and identify any street closures: ___AB____
   o Locate fencing, barriers/barricades, points of ingress/egress, emergency access: ___AB____

2. **Site Improvements**
   o Location of stage, tents, canopies, booths, bleachers, other temporary structures: ___AB____
   o Location of generators, electricity sources, speakers, soundboards, lighting: ___AB____
   o Location area for trailers, trucks, or other event vehicles: ___N/A____
   o Identify start & finish area (if a race): ___N/A____

3. **Security, Medical and Safety**
   o Show security check points: ___AB____
   o Show placement of traffic control personnel: ___N/A____
   o Locate first aid station, ambulance access point: ___N/A____
   o Locate portable night lighting: ___AB____

4. **Transportation and Parking**
   o Identify all parking areas (on/off site): ___N/A____
   o Locate any drop-off/pick-up areas: ___N/A____

5. **Sanitation and Solid Waste**
   o Locate/Identify restrooms/portable toilets and hand wash stations: ___AB____
   o Locate trash and recycle containers and dumpsters: ___AB____

6. **Alcohol, Food Service, Vending Booth Areas**
   o Locate bar/beer garden area, with location of security fencing and entry/exit gates: ___AB____
   o Location of food service vendor booths: ___AB____
   o Location of merchandise vendor booths; information and/or demonstration booths: ___N/A____
7. **Smoking Area**
   - Public special events on town parks/streets are non-smoking, unless area is designated: **N/A**

**SECTION 4 – SECURITY PLAN:**
Please describe your plan to provide a safe and secure environment (required if dispensing alcohol).

1. **Have you hired a professional security company to manage event security?**  
   - **(Yes)**  
   - **(No)**
   
   If Yes, please provide the following information:
   - Name of Security Company: **N/A** – private individuals with security experience are either volunteers are being hired to assist with this event
   - Person in charge at event: **N/A**
   - His Cell Phone contact at event: **N/A**
   - His Cell Phone Text email address at event: **N/A**
   - Number of security personnel assigned to event: **2**
   - Event times they will be in place: **4-8:30**
   - Describe duties & functions: Security personal will check ID’s, monitor entry and exit from event

2. **Will Town of Carbondale Police Dept. enforcement services be requested?**  
   - **(Yes)**  
   - **(No)**
   
   If Yes, please provide the following information:
   - List purposes (security; traffic/parking control; event walk-thru): **N/A**
   - List # of officers & times when needed: **N/A**

   Town law enforcement services charged out at Town cost in an agreement with Chief of Police, who has right to place officers as deemed necessary in the best interest of public safety.

**SECTION 5 – MEDICAL & EMERGENCY SERVICES PLAN:**
Please describe your medical and emergency services plan.

1. **Will emergency medical services be summoned through 911?**  
   - **(Yes)**  
   - **(No)**
   
   If Yes, please provide the following information:
   - Name & cell phone of on-site staff designated as medical point of contact: **Angela Bruno 970-589-0499**

2. **Will a licensed Emergency Medical Service provider or EMT be provided on-site?**  
   - **(Yes)**  
   - **(No)**
   
   If Yes, please provide the following information:
   - Name & cell phone of service provider or EMT: **N/A**
   - Aid Station location & hours: **N/A**

**SECTION 6 – TRANSPORTATION & ROAD CLOSURE TRAFFIC MANAGEMENT CONTROL PLAN:**
Required of events involving a road closure. Main Street closure requests require 4-6 months notification to obtain approval. Event organizers must submit an aerial drawing or map, showing event location, along with the following information shown on the drawing or map. Must initial each section.

- **Road and/or traffic lane closure request:**  
  - **(Yes)**  
  - **(No)**

- **Location of barricades and/or traffic cones:** East end of Main Street in front of the Clay Center, between Snowmass Dr. and 2nd St.

- **Proposed traffic flow map around road closure:** **N/A**
With this information the Public Works Director will determine a “traffic control plan” and will indicate the required road closure barricades and road detour signage needed for the event. If equipment is supplied by the Town, it will be provided at Town cost in covering staff expenses on delivery/pickup and setup/takedown. Deposit on Town equipment may be required. At the Town’s discretion, to save expenses, Event Organizer may be requested to set up/take down and safely secure the road closure barricades and signage before and after their event with instructions from the Town. Cost to the event organizer will be determined after review of your event road closure request. If a street must be posted “No Parking” by the Town, the cost is $5.00 per side of block.

If it’s determined by the Public Works Director that the Town is unable to provide a “traffic control plan,” it may be required that the Event Organizer obtain a plan from a certified traffic control specialist. If the Public Works Director determines that the Town lacks the necessary barricades and signage due to scope and size of road closure (with limited inventory available), it may be required that Event Organizer contract all or a portion of their road closure traffic control management need services with a privately owned traffic control company.

SECTION 7 – REFUSE/TRASH PLAN:
Event organizer shall provide for the pickup and removal of all refuse/trash and recyclable materials, both on and off event site, which results from hosting the event. Throughout the duration of the event and immediately upon conclusion, the park and/or street area must be returned to a clean condition (no later than 10:00 am the next day following event). Event organizer may use Town trash receptacles available within the event area, but will need to provide additional containers at their expense, either by hiring a trash contractor who provides appropriate containers, providing their own containers, or provide a refuse removal plan that prevents the accumulation and overflow of refuse from containers provided by the Town.

Failure to perform adequate cleanup, or if damage occurs to public property due to event, and mitigation attempts fail, event organizers will be billed at full Town cost recovery rates for cleanup and repair. In addition, such failure may result in denial of future special event approval.

Event organizer is encouraged to consider a refuse/trash recycling plan for your event. Event organizer is further encouraged to consider creating a “Green” Event. These services can be provided for a fee by local companies. If using a contracted company please provide the following:

- **Name of Service Provider:** Carbondale Clay Center via Mountain Waste & Recycling & Evergreen Zero Waste

  **Contact Person:** Angela Bruno

  **Mailing Address:** 135 Main St. Carbondale, CO 81623

  **Cell Phone:** 970-963-2529

  **Email:** director@carbondaleclay.org
SECTION 8 - PORTABLE RESTROOM PLAN:
Event organizer shall provide portable restroom facilities unless you can show the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event. Please make sure these facilities are shown on your site plan. Portable toilets shall be removed from event site by 11:00 am the next day following event. Event organizer is responsible for keeping both portable toilets and park bathrooms clean, unplugged, and stocked with toilet paper from beginning to end of event. Multiple day events may require portable toilets to be pumped out daily. Please use the formula below to figure out your event’s porta potty needs.

| Duration of Event and number of Portable Toilets needed |
|-----------------------------|------------------|------------------|-------------------|------------------|------------------|------------------|------------------|
| Number Of Participants     | 1 hr | 2 hr | 3 hr | 4 hr | 5 hr | 6 hr | 7 hr | 8 hr |
| 50                          | 1    | 1    | 1    | 2    | 2    | 2    | 2    |      |
| 100                         | 2    | 2    | 2    | 2    | 3    | 3    | 3    | 3    |
| 250                         | 3    | 3    | 3    | 4    | 4    | 4    | 5    | 5    |
| 500                         | 4    | 4    | 5    | 5    | 6    | 6    | 7    | 7    |
| 1,000                       | 6    | 7    | 8    | 8    | 9    | 9    | 10   | 10   |
| 2,000                       | 9    | 12   | 15   | 16   | 17   | 17   | 18   | 18   |

Do you plan to provide portable restroom facilities at your event? (Yes)  (No)  If yes, how many: 2
Number of ADA accessible portable toilets: 1
Is portable handwashing station being provided? (Yes)  (No)
If no, is there a sanitizer dispenser within toilet? (Yes)  (No)

Please provide the following information regarding event portable restroom provider:

- Name of Service Provider: Carbondale Clay Center via Mountain Roll Off
- Contact Person: N/A
- Mailing Address: N/A
- Cell Phone: 970-963-2529  Email: director@carbondaleclay.org

SECTION 9 – ALCOHOL MITIGATION PLAN & PERMIT REQUIRED:
Responsible sale and/or distribution of alcohol is critical to a safe and successful event. A Town of Carbondale Liquor License Special Event permit application ($50.00 payable to Town of Carbondale) must be obtained from the Town Clerk, and submitted and approved by the Board of Trustees to sell alcohol (beer & wine) at your event. Only an incorporated non-profit organization is eligible for obtaining a special event liquor permit. The special event permit you receive will prohibit the consumption of alcohol outside of a controlled area or beer garden. Liquor liability coverage with a $1,000,000 limit must be included on your certificate of insurance (also naming the Town as additionally insured). You must submit your special event liquor license application to the Town Clerk at least 30 days prior to your event. Applications submitted to the Town will require a hearing before the Town Trustees. Event Organizer must post a notice at event site 10-days prior to hearing before Town Trustees. Town Clerk will schedule hearing and provide notice board to be posted by event organizers.
If your event is going to involve the sale and/or distribution of alcoholic beverages, please provide the following information:

- **Hours of operation of event (include dates & times):** Saturday September 21st, 2019 4-8pm

- **Alcohol service times:** 4-7:30pm (required ending is 15 minutes prior to event shutdown, although 30 minutes prior is recommended)

- **A designated fenced-in or secured area for the dispensation and consumption of alcoholic beverages is required. Show this area on your site plan and describe measures taken to secure the area:** Will file a site plan with Carbondale Town Clerk

- **Must provide non-transferable ID bands/bracelets for persons 21 and over (Describe your process for identifying legal vs underage patrons):** All patrons will be ID’d at a designated check-point by event security

- **Describe how TIPS trained servers will monitor alcohol consumption and intoxication:** All alcohol service will be supervised by Clay Center Executive Director & Studio Manager, who are both Tips Trained

  (Note: Servers should not consume alcohol while working a shift, and should not return to shift if they consumed alcohol)

- **Describe how Security staff and/or event server volunteers will provide friendly intervention to individuals who appear Intoxicated:** All alcohol service will be provided by experienced servers. All event volunteers have experience working at events. All situations should be reported to event coordinators.

- **Consider (but not required) designating a “family friendly” seating area. If included, describe the location and include on site plan:** The entire event is designated “family friendly.” And includes lawn seating, live music and food buffet.

- **Will event provide alternative beverages to alcohol? If so, what?** Yes, we will provide non-alcoholic drinks and a water cooler will be available.

- **Will food be available at all times? If so, what?** Yes, food buffet will be on-site with a variety of options throughout the event.

- **Is there a designated smoking area? If so, describe the location and show it on your site plan:** No smoking will be allowed at the event.

- **How will you handle and mitigate an obviously intoxicated person who is drunk and may be driving home?** This event will encourage walking and biking to and from the event. Should there be an intoxicated individual(s) – event security will work to mitigate the situation and will call on local law enforcement should there be a need.
SECTION 10 – FOOD PLAN & PERMIT:
These guidelines should assist you in developing plans for food handling, preparation, and distribution in the most responsible and legal manner. Garfield County Public Health Department paperwork process for Temporary and Special Food Service Events must be followed if you will be having any event in Garfield County where food will be sold to the public. (This includes fairs, festivals, carnivals, farmers markets.) All vendors must obtain a retail food establishment license to serve open foods (including ice), and potentially hazardous foods that need to be temperature controlled. The event organizer is required to fill out a Garfield County Public Health Event Coordinator Plan Review (Appendix A) and each vendor at your event must fill out and apply for an annual Garfield County Public Health Temporary Vendor Application (Appendix B) and a Garfield County Public Health Commissary Agreement (Appendix C) Temporary Vendor Permit Flow Chart (Appendix D). All food vendors at your event must have their original Colorado Retail Food Establishment license on premise at all times.

- Please list food vendors at your event, name of vendor and product(s) served: All food will be prepared prior to event by local chefs and restaurants, and served buffet style at the event. The main course will be Tacos, with salads, rice & beans, chips & Salsa and desert.
- Vendors Exempt from Licensing (Exempt foods include popcorn or kettle corn, raw agricultural commodities such as honeycomb and uncut produce, commercially pre-packaged products that do not require refrigeration and cottage foods such as pickled fruits and vegetables, spices, teas, dehydrated produce, nuts, seeds, honey, jams, jellies, preserves, fruit butter, flour and baked goods, including candies, fruit empanadas, tortillas and other similar products that do not require refrigeration for safety. Please list food vendors exempt from licensing at your event, name of vendor and product(s) served: N/A

SECTION 11 – SALES TAX LICENSE SUBMITTAL PLAN:
If goods and/or services (including the sale of alcohol and food) are to be sold at event, each vendor must obtain a Town of Carbondale Sales Tax License, which they must purchase and pay for at Carbondale Town Hall, 511 Colorado Avenue. Cost is $15.00 for a temporary one-day license; $25.00 for an annual license; and FREE for a governmental agency or charitable organization. Note: A governmental agency or charitable organization must still obtain a Sales Tax License, and if making taxable sales, they shall collect sales tax and consumers shall pay sales tax on such sales.

Event organizer is responsible for submitting a list of Vendors working event to the Town of Carbondale Recreation Dept. no later than one week prior to your event. Vendors who did not obtain a Sales Tax License, and who attempt to work the event, shall be shut down by Event Organizers and/or Town staff. Event Organizers are responsible to visually verify and make sure that each vendor has their license and that it is posted within booth.
SECTION 12 – LIABILITY INSURANCE:
Liability insurance coverage must be provided for special event. If your event includes alcohol, liquor liability coverage must also be included. At least one week prior to the event, a certificate of insurance must be submitted to the Town Clerk. The certificate shall name the Town of Carbondale as an additional insured (for example: “Town of Carbondale, its officers, employees, & agents”). This commercial general liability insurance certificate requires the following minimum amount of coverage. Please initial each section.

- $1,000,000 each occurrence; $2,000,000 aggregate: _____AB_____
- Host and general liquor liability insurance required in the same amounts listed above: _____AB_____

SECTION 13 – EVENT DEBRIEFING:
An event debriefing may be held following your event at Town of Carbondale staff discretion. You are encouraged to attend this debriefing to help offer insight into the success of your event. The purpose of the debriefing will be to identify areas of success, and also areas in need of improvement, should you decide to hold your event annually.

SECTION 14 – FEES AND DEPOSITS

PARK (OR) STREET RENTAL USER FEE:
- $100.00 User Fee per each day of use between 100 – 300 participants
- $200.00 User Fee per each day of use with over 300 participants

PARK (OR) STREET CLEANUP/DAMAGE DEPOSIT FEE:
- $200.00 Cleanup/Damage Deposit Fee for event with 100 – 300 participants
- $500.00 Cleanup/Damage Deposit Fee for events with over 300 participants

These amounts may be increased if it is deemed necessary for a particular event or activity.

Event Organizer shall submit two (2) checks payable to: TOWN OF CARBONDALE

One check designated for Rental User Fee of the Park/Street, and the other check designated for Park/Street Cleanup/Damage Deposit Fee. These fees must be submitted with your application and will be returned if denied. Please note that if the Town deems necessary, a portion of the cleanup/damage deposit fee may be utilized by the Town for the purpose of payment of unforeseen costs necessary to insure and protect public safety during the event, and to ensure the terms and conditions of this Rental Agreement are fulfilled. The deposit shall not limit Event Organizer from liability for such expenses in excess of the Cleanup/Damage Deposit Fee submitted. A refund check for deposit amount (minus any deductions if required) will be issued after the event.

Initial here: _____AB_____
SECTION 15 – LICENSES, PERMITS, AND FEES
Event Organizer shall adhere to all local and state requirements regarding business licenses, taxes, vending, and special event permits and policies.

Initial here: _____AB_____ 

SECTION 16 – INDEMNIFICATION:
Event Organizer agrees to indemnify the Town, its officers, agents and employees, and to hold them harmless as to any claim, liability or damages, including attorney fees and court costs, arising out of, or directly or indirectly resulting from the conduct of the event.

Certificates of insurance shall be provided to the Town Clerk at least one week prior to event.

Initial here: _____AB_____  

SECTION 17 – CANCELLATION OF EVENT:
Event may be cancelled by the Carbondale Town Manager, or his designee, if a recommendation is made by the Parks & Recreation Director, Public Works Director, or Chief of Police that the terms of this Agreement and Event Management Plan are not substantially fulfilled in a timely manner, or in the event of an unforeseen catastrophic event or act of God. In the event of such cancellation, the Town shall remit to Event Organizer all rental fees and damage deposits minus any expenditures incurred by the Town. Neither party shall be liable to the other for any lost profits, lost revenues or consequential damages in the event of such cancellation.

Initial here: _____AB_____ 

SECTION 18 – RELEASE OF LIABILITY:
The Town assumes no responsibility whatsoever, for any non-municipal property used within the premises of Event, and the Town is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to any person or property of Event Organizer, its employees, agents and concessionaires, or of any performer or spectator that may be sustained by reason of the occupancy within the premises of event under this Agreement.

Initial here: _____AB_____  

SECTION 19 – AUTHORITY TO CONTRACT:
The Town of Carbondale and Event Organizer represent that each has the power to enter into this Agreement, and grant or receive as the case may be, the license herein granted; each represents that it does not require the consent of any other person or entity (govermental or otherwise), and that this Agreement constitutes a valid and binding obligation of the Town of Carbondale and Event Organizer which is enforceable against the respective parties in accordance with the terms hereof.

Initial here: _____AB_____ 

SECTION 20 – ATTORNEY’S FEES:
In the event that suit is brought (or arbitration instituted) or any attorney is employed or retained by any party to this Agreement to enforce the terms of this Agreement, to collect any money due there under, or to collect any money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorney’s fees and costs incurred in connection therewith, including the reasonable value of salaried attorney’s time.

Initial here: AB

Event Organizer Name (Please print): _________ Angela Bruno ______________________________

Signature: ___________________________ Date: 7/16/2019

SPECIAL EVENT MANAGEMENT PLAN STAFF REVIEW & RECOMMENDATION

(With Comments, Conditions, and/or Requirements for Event)

PARKS & RECREATION DIRECTOR:

Amplified music stays below 90db at private property lines, access to be opened by 9am or 8th.

Approval: _________ Approval Pending: _________ (see above) Denial: ______________

Signature: ___________________________ Date: 7/22/2019

PUBLIC WORKS DIRECTOR:

PW will stage traffic control. Event responsible for setting up and taking down.

Approval: _________ Approval Pending: _________ (see above) Denial: ______________

Signature: ___________________________ Date: 7-26-19

CHIEF OF POLICE:

__________________________________________________

Approval: _________ Approval Pending: _________ (see above) Denial: ______________

Signature: ___________________________ Date: 7-29-19

TOWN CLERK: (Liquor Licensing Approval)
Spec Event Liquor License Hearing 8/13

Approval: [Signature] Approval Pending: X (see above) Denial: __________

Signature: __________ Date: 7/31/19

TOWN MANAGER:

[Signature] Date: 7/31/19

Appendix A: If your event is selling food to guests the following 3 pages of paperwork must be submitted directly to Garfield County Public Health Department by the event coordinator.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFRS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
GIA Group, LLC
1803 Grand Avenue
Suite K
Glenwood Springs, CO 81601

CONTACT NUMBER
PHONE (970) 945-9161
FAX (970) 945-6027
EMAIL ADDRESS:

INSURED
Carbondale Clay Center
135 Main Street
Carbondale, CO 81623

INSURER(S) AFFORDING COVERAGE

22543
Secura Insurance Companies

524210
Pinnacol Assurance

38996
Great American Insurance Co.

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>A X</th>
<th>COMMERCIAL GENERAL LIABILITY</th>
<th>ADD SUB</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>OCCUR</td>
<td>CP3260998</td>
<td>12/1/2018</td>
<td>12/1/2019</td>
<td>EACH OCCURRENCE</td>
<td>$1,000,000</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED</td>
<td>$100,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJRY</td>
<td>$10,000</td>
</tr>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
<td>$2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMMODITY</td>
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</table>

<table>
<thead>
<tr>
<th>A X</th>
<th>LIQUOR LEGAL LIABILITY</th>
<th>ADD SUB</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>OCCUR</td>
<td>CP3260998</td>
<td>12/1/2018</td>
<td>12/1/2019</td>
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<tr>
<td></td>
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<td></td>
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<td></td>
<td>DAMAGE TO RENTED</td>
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<td>PERSONAL &amp; ADV INJRY</td>
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<td></td>
<td>GENERAL AGGREGATE</td>
<td>$2,000,000</td>
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<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMMODITY</td>
<td>$2,000,000</td>
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<table>
<thead>
<tr>
<th>B X</th>
<th>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</th>
<th>ADD SUB</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
<th>LIMITS</th>
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<tbody>
<tr>
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<td>12/1/2019</td>
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<tr>
<td></td>
<td>E.L. EACH ACCIDENT</td>
<td>EPP4920434</td>
<td>12/1/2018</td>
<td>12/1/2019</td>
<td>E.L. EACH ACCIDENT</td>
<td>$100,000</td>
</tr>
<tr>
<td></td>
<td>E.L. DISEASE, EA EMPLOYEE</td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE, EA EMPLOYEE</td>
<td>$100,000</td>
</tr>
<tr>
<td></td>
<td>E.L. DISEASE, POLICY LIMIT</td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE, POLICY LIMIT</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Certificate Holder is listed as additional insured in regards to the General Liability policy.

CERTIFICATE HOLDER

Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
To: Mayor Dan Richardson and  
Carbondale Board of Trustees

From: Gene Schilling  
Chief of Police, Carbondale Police Department

Ref.: Liquor License Transfer for Rhumba Girl Liquor

Date: July 3, 2019

I have completed the requested record check for the establishment and following individual:

Rodney Turner—Applicant

I have found no records that would cause me to recommend denial of this liquor license transfer of ownership application.

I recommend the approval for the liquor license transfer.
# Colorado Liquor Retail License Application

- All answers must be printed in black ink or typewritten
- Applicant must check the appropriate box(es)
- Applicant should obtain a copy of the Colorado Liquor and Beer Code: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor)

### 1. Applicant is applying as a/an
- □ Individual
- X Limited Liability Company
- □ Corporation
- □ Partnership (includes Limited Liability and Husband and Wife Partnerships)

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

### 3. Name of Establishment (DBA)
- State Sales Tax Number
- Business Telephone

### 3. Address of Premises (specify exact location of premises, include suite/unit numbers)
- City
- County
- State
- Zip Code

### 4. Mailing Address (Number and Street)
- City or Town
- State
- Zip Code

### 6. If the premises currently has a liquor or beer license, you must answer the following questions

<table>
<thead>
<tr>
<th>Present Trade Name of Establishment (DBA)</th>
<th>Present State License Number</th>
<th>Present Class of License</th>
<th>Present Expiration Date</th>
<th>Section B (Cont.)</th>
<th>Liquor License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>RHUMBA GIRL LIQUOR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- □ Application Fee for New License $1,100.00
- □ Application Fee for New License w/Concurrent Review $1,200.00
- □ Application Fee for Transfer $500.00

### Section B Nonrefundable Application Fees

- □ Add Optional Premises to H & R $100.00 X Total
- □ Add Related Facility to Resort Complex $75.00 X Total

### Section B Liquor License Fees

- □ Lodging & Entertainment - L&E (County) $500.00
- □ Manager Registration - H & R $75.00
- □ Manager Registration - Tavern $75.00
- □ Manager Registration - Lodging & Entertainment $75.00
- □ Manager Registration - Campus Liquor Complex $75.00

- □ Master File Location Fee $25.00 X Total
- □ Master File Background $250.00 X Total

- □ Optional Premises License (City) $500.00
- □ Optional Premises License (County) $500.00
- □ Racetrack License (City) $500.00
- □ Racetrack License (County) $500.00
- □ Resort Complex License (City) $500.00
- □ Resort Complex License (County) $500.00
- □ Related Facility - Campus Liquor Complex (City) $160.00
- □ Related Facility - Campus Liquor Complex (County) $160.00
- □ Retail Gaming Tavern License (City) $500.00
- □ Retail Gaming Tavern License (County) $500.00
- □ Retail Liquor Store License - Additional (City) $227.50
- □ Retail Liquor Store License - Additional (County) $312.50
- □ Retail Liquor Store (City) $227.50
- □ Retail Liquor Store (County) $312.50
- □ Tavern License (City) $500.00
- □ Tavern License (County) $500.00
- □ Vintners Restaurant License (City) $750.00
- □ Vintners Restaurant License (County) $750.00

Questions? Visit: [www.colorado.gov/enforcement/liquor](http://www.colorado.gov/enforcement/liquor) for more information

Do not write in this space - For Department of Revenue use only

<table>
<thead>
<tr>
<th>License Account Number</th>
<th>Liability Date</th>
<th>License Issued Through (Expiration Date)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

1
<table>
<thead>
<tr>
<th>Name</th>
<th>Type of License</th>
<th>License Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rhumba Girl Liquor</td>
<td>Retail License</td>
<td></td>
</tr>
</tbody>
</table>

7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years? [ ] Yes [X] No

8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):
   (a) Been denied an alcohol beverage license? [ ]
   (b) Had an alcohol beverage license suspended or revoked? [ ]
   (c) Had interest in another entity that had an alcohol beverage license suspended or revoked? [ ]

If you answered yes to 8a, b, or c, explain in detail on a separate sheet.

9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes," explain in detail.

10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary? [ ]

Waiver by local ordinance? [ ]

or [ ] Other:

11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (> 10,000)? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS?

[ ]

12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (< 10,000)? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS?

[ ]

13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?

[ ]

13b. Are you a Colorado resident? [ ]

14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager of a Limited Liability Company; or officers, stockholders or directors if a corporation)? If yes, identify the name of the business and list any current financial interest in said business including any loans to or from a licensee.

[ ]

15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement? [ ]

Ownership [ ]
Lease [ ]
Other (Explain in Detail) [ ]

a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease.

b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.

[ ]

c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".

16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies, etc.) will loan or give money, inventory, furniture, equipment or for or for use in this business; or who will receive money from this business? Attach a separate sheet if necessary.

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:

Has a local ordinance or resolution authorizing optional premises been adopted?

[ ]

Number of additional Optional Premise areas requested. (See license fee chart)

18. Liquor Licensed Drugstore (LLDS) applicants answer the following:

(a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?

If "yes" a copy of license must be attached.

[ ]

(b) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?

[ ]

(c) How long has the club been incorporated?

[ ]

(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?

[ ]

19. Club Liquor License applicants answer the following: Attach a copy of applicable documentation

(a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?

[ ]

(b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?

[ ]

(c) How long has the club been incorporated?

[ ]

(d) Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?

[ ]

20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:

(a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)

[ ]

(b) Has the applicant received or applied for a State Permit? (Copy of permit or application must be attached)

[ ]

(c) Has the applicant received or applied for a City Permit? (Copy of permit or application must be attached)

[ ]

(d) Has the applicant received or applied for a County Permit? (Copy of permit or application must be attached)

[ ]

(e) Has the applicant received or applied for a Local Permit? (Copy of permit or application must be attached)

[ ]
<table>
<thead>
<tr>
<th>Name</th>
<th>Home Address, City &amp; State</th>
<th>D.O.B.</th>
<th>Position</th>
<th>% Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rodney Turner</td>
<td>Home Address, City &amp; State</td>
<td>D.O.B.</td>
<td>Position</td>
<td>% Owned</td>
</tr>
<tr>
<td></td>
<td>Home Address, City &amp; State</td>
<td>D.O.B.</td>
<td>Position</td>
<td>% Owned</td>
</tr>
<tr>
<td></td>
<td>Home Address, City &amp; State</td>
<td>D.O.B.</td>
<td>Position</td>
<td>% Owned</td>
</tr>
<tr>
<td></td>
<td>Home Address, City &amp; State</td>
<td>D.O.B.</td>
<td>Position</td>
<td>% Owned</td>
</tr>
</tbody>
</table>

*If applicant is owned 100% by a parent company, please list the designated principal officer on above.

**Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)**

**If total ownership percentage disclosed here does not total 100%, applicant must check this box:**

Applicant affirms that no individual other than those disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.
### Report and Approval of Local Licensing Authority (City/County)

<table>
<thead>
<tr>
<th>Date application filed with local authority</th>
<th>Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>June 27, 2019</strong></td>
<td><strong>August 13, 2019</strong></td>
</tr>
</tbody>
</table>

The Local Licensing Authority hereby affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8006 (Manager Permit) has been:

- ☐ Fingerprinted
- ☐ Subject to background investigation, including NCIC/CCIC check for outstanding warrants

That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license.

(Choose one)
- ☐ Date of inspection or anticipated date
- ☐ Will conduct inspection upon approval of state licensing authority

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?  
- ☐ Yes  ☐ No

☐ Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?  
- ☐ Yes  ☐ No

**NOTE:** The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.

☐ Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?  
- ☐ Yes  ☐ No

The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 12, Articles 46 or 47, C.R.S., and Liquor Rules. Therefore, this application is approved.

<table>
<thead>
<tr>
<th>Local Licensing Authority for</th>
<th>Telephone Number</th>
<th>☐ Town, City</th>
<th>☐ County</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
<td>Print</td>
<td>Title</td>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

| Signature                   | Print            | Title       | Date    |
Individual History Record

To be completed by the following persons, as applicable: sole proprietors; general partners regardless of percentage ownership, and limited partners owning 10% or more of the partnership; all principal officers of a corporation, all directors of a corporation, and any stockholder of a corporation owning 10% or more of the outstanding stock; managing members or officers of a limited liability company, and members owning 10% or more of the company; and any intended registered manager of Hotel and Restaurant, Tavern and Lodging and Entertainment class of retail license.

Notice: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by “NIA.” Any deliberate misrepresentation or material omission may jeopardize the license application. (Please attach a separate sheet if necessary to enable you to answer questions completely.)

<table>
<thead>
<tr>
<th>1. Name of Business</th>
<th>Home Phone Number</th>
<th>Cellular Number</th>
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</thead>
<tbody>
<tr>
<td>RYDELL'S LIQUOR</td>
<td>970-309-2185</td>
<td>970-309-2185</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Your Full Name (last, first, middle)</th>
<th>3. List any other names you have used</th>
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</thead>
<tbody>
<tr>
<td>RODNEY ALLEN</td>
<td>None</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Mailing address (if different from residence)</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:RODNEY@yalintl.com">RODNEY@yalintl.com</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. List all of your addresses within the last five years. (Attach separate sheet if necessary)</th>
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</thead>
<tbody>
<tr>
<td>Current</td>
</tr>
<tr>
<td>CARRONDALE, CO 81623</td>
</tr>
<tr>
<td>From</td>
</tr>
<tr>
<td>To</td>
</tr>
<tr>
<td>Present</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Employer or Business</td>
</tr>
<tr>
<td>European Roofing</td>
</tr>
</tbody>
</table>

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.

<table>
<thead>
<tr>
<th>Name of Relative</th>
<th>Relationship to You</th>
<th>Position Held</th>
<th>Name of Licensee</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or inventory to any licensee? (If yes, answer in detail.)</th>
</tr>
</thead>
</table>

| Yes | No |

<table>
<thead>
<tr>
<th>9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? (If yes, explain in detail.)</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>
10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)
   - Yes ☐ No ☑

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)
   - Yes ☐ No ☑

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)
   - Yes ☐ No ☑

### Personal and Financial Information

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential. The personal information required in question #13 is solely for identification purposes.

<table>
<thead>
<tr>
<th>a. Date of Birth</th>
<th>b. Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>c. Place of Birth</th>
<th>d. U.S. Citizen</th>
</tr>
</thead>
<tbody>
<tr>
<td>USA</td>
<td>☑</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>e. If Naturalized, state where</th>
<th>f. When</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>g. Name of District Court</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>h. Naturalization Certificate Number</th>
<th>i. Date of Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>j. If Alien, Give Alien's Registration Card Number</th>
<th>k. Permanent Residence Card Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>l. Height</th>
<th>m. Weight</th>
<th>n. Hair Color</th>
<th>o. Eye Color</th>
<th>p. Gender</th>
<th>q. Race</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>M</td>
<td>WHITE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>r. Do you have a current driver's license? If so, give number and state</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
   - $249,000.00

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. $299,000.00
   - If corporate investment only please skip to and complete section (d)

   **Section b should reflect the total of sections c and e**

c. Provide details of the personal investment described in 14b. You must account for all of the sources of this investment. (Attach a separate sheet if needed)

<table>
<thead>
<tr>
<th>Type: Cash, Services or Equipment</th>
<th>Account Type</th>
<th>Bank Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CASH</td>
<td>MONEY MARKET</td>
<td>ANB BANK</td>
<td>$249,000.00</td>
</tr>
</tbody>
</table>

| d. Provide details of the corporate investment described in 14 (a). You must account for all of the sources of this investment. (Attach a separate sheet if needed)

<table>
<thead>
<tr>
<th>Type: Cash, Services or Equipment</th>
<th>Loans</th>
<th>Account Type</th>
<th>Bank Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| e. Loan Information (Attach copies of all notes or loans)

<table>
<thead>
<tr>
<th>Name of Lender</th>
<th>Address</th>
<th>Term</th>
<th>Security</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Oath of Applicant

I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature: Rodney J. Elk
Print Signature: RODNEY J. ELK
Title: OWNER
Date: 06-16-2019
Business Lease

This Lease is entered into by and between Grappa Investments, Inc., a Colorado corporation, and Crystal River Investors, LLC, this 26th day of June 2019.

The parties agree as follows:

1. Grappa Investments, Inc. ("Grappa") agrees to lease from and Crystal River Investors, LLC ("Crystal") agrees to Lease to Grappa the commercial premises located at 1310 Highway 133, Carbondale, Colorado for the purpose of running a retail liquor store.

2. Grappa shall pay Crystal rent at the rate of $4,000.00 per month on the first day of each month beginning July 1, 2019, and continuing on the first (1st) day of each month thereafter for twelve (12) consecutive months.

3. Grappa shall have the right of use and quiet possession so long as rent is paid according to the terms of this Lease.

4. This Lease shall be automatically renewable for an additional twelve (12) months upon terms mutually agreed upon by the parties.

5. This Lease shall be a gross lease.

Grappa Investments, Inc.

By its Secretary and authorized agent,
Julie Nan  June 27, 2019

Crystal River Investors, LLC

By its Managing Member and authorized agent
Julie Tran
Articles of Incorporation for a Profit Corporation
filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is
   Grappa Investment, Inc.

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the corporation’s initial principal office is

   Street address
   665 Callicotte Ranch Drive
   (Street number and name)

   Carbondale
   (City)

   CO 81623
   (State) (ZIP/Postal Code)

   Colorado
   (Province - if applicable)

   United States
   (Country)

   Mailing address
   (leave blank if same as street address)
   665 Callicotte Ranch Drive
   (Street number and name or Post Office Box information)

   Carbondale
   (City)

   CO 81623
   (State) (ZIP/Postal Code)

   Colorado
   (Province - if applicable)

   United States
   (Country)

3. The registered agent name and registered agent address of the corporation’s initial registered agent are

   Name
   (if an individual)
   Johnson
   Craig
   (Last) (First) (Middle) (Suffix)

   or

   (if an entity)
   (Caution: Do not provide both an individual and an entity name.)

   Street address
   8 Garden Center, Unit 2
   (Street number and name)

   Broomfield
   (City)

   CO 80020
   (State) (ZIP/Postal Code)

   Mailing address
   (leave blank if same as street address)
   (Street number and name or Post Office Box information)

   CO
   (State) (ZIP/Postal Code)
(The following statement is adopted by marking the box.)

X The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

<table>
<thead>
<tr>
<th>Name</th>
<th>Turner</th>
<th>Rodney</th>
</tr>
</thead>
<tbody>
<tr>
<td>(if an individual)</td>
<td>(Last)</td>
<td>(First)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>(Middle)</td>
</tr>
<tr>
<td>or</td>
<td></td>
<td>(Suffix)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing address</th>
<th>665 Callicotte Ranch Drive</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Street number and name or Post Office Box information)</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Carbondale</th>
<th>CO 81623</th>
</tr>
</thead>
<tbody>
<tr>
<td>(City)</td>
<td>(State)</td>
</tr>
<tr>
<td>Colorado</td>
<td>United States</td>
</tr>
<tr>
<td>(Province – if applicable)</td>
<td>(Country)</td>
</tr>
</tbody>
</table>

(Caution: Do not provide both an individual and an entity name.)

☐ The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

☐ The corporation is authorized to issue 100,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

☐ Information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

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

☐ This document contains additional information as provided by law.

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

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are (mm/dd/yyyy hour:minute am/pm).

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

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.
8. The true name and mailing address of the individual causing the document to be delivered for filing are

Johnson            Craig
(Last)                (First)                  (Middle)                  (Suffix)
8 Garden Center, Unit 2
(Street number and name or Post Office Box Information)

Broomfield       CO  80020
(City)                  (State)                (ZIP/Postal Code)
United States
(Country)

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

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

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

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Grappa Investment, Inc.

is a Corporation

formed or registered on 06/10/2019 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20191479752.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/19/2019 that have been posted, and by documents delivered to this office electronically through 06/21/2019 @ 09:18:21.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/21/2019 @ 09:18:21 in accordance with applicable law. This certificate is assigned Confirmation Number 11643565.

Secretary of State of the State of Colorado

**************************************************************************
Notice: A certificate issued electronically from the Colorado Secretary of State’s Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State’s Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate’s confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, http://www.sos.state.co.us/ click “Businesses, trademarks, trade names” and select “Frequently Asked Questions.”
PLAN TO ISSUE
SECTION 1244 STOCK

ARTICLE I

REQUIREMENTS OF §1244 OF THE INTERNAL REVENUE CODE

§1.1 Issuance of Stock. The Board of Directors of the Corporation, organized and existing under the laws of the State of Colorado, shall offer to sell, and shall issue pursuant to this Plan, for money or other property (other than stock or securities), shares of its no par stock pursuant to §1244 of the Internal Revenue Code ("Code") at such price or for such consideration not less than the stated value thereof as the Board of Directors may, from time to time, determine.

§1.2 Dollar Amount. §1244 of the Code requires that the aggregate amount of monies and other property received by the Corporation for shares of its stock, as a contribution to capital and as paid-in-surplus, does not exceed $1,000,000.00 and that such stock must be issued only for money or other property (other than stock or securities).

§1.3 Small Business Corporation. This Corporation qualifies as a small business corporation as defined in §1244 of the Code.

ARTICLE II

CORPORATE PLAN

§2.1 Effective Date. The Plan, upon its adoption by the Board of Directors of the Corporation, shall become effective as of __ of _________, 2019, and this plan shall remain in effect for a period of two years thereafter.

§2.2 Authorized Stock. The Corporation is authorized to offer and issue 100,000
shares of common stock, at no par.

§2.3 Maximum Consideration for Stock. The maximum amount to be received by the Corporation in consideration of the stock to be issued pursuant to this Plan, as a contribution to capital and as paid-in-surplus, shall be $1,000,000.00.

§2.4 Consideration for Stock. Such common stock shall be issued only for money and other property (other than stock or securities).

§2.5 Other Action. The Corporation shall take such other action as may be necessary to qualify the stock offered and issued under this Plan as §1244 stock.

______________________________
Rodney A. Turner, President

ATTEST:

______________________________
Rodney A. Turner, Secretary
MINUTES OF THE FIRST MEETING
OF THE SHAREHOLDERS AND BOARD OF DIRECTORS
OF
Grappa Investments, Inc.

The Shareholder and Director of Grappa Investments, Inc., a corporation created under the laws of the State of Colorado, duly met for their first meeting, the same being a special meeting, on the * day of *, 2019, at ________, pursuant to call, notice of such meeting and service thereof having been duly waived by all of the Shareholders and members of the Board of Directors. There were present at said meeting: Rodney Turner all being the Shareholders and Directors of the corporation.

The following business was transacted and approved unanimously:

1. The following officers and directors were duly elected, each to take office immediately:

   Director and President: Rodney Turner
   Secretary: Rodney Turner

2. The stock certificate form appearing at the end of these minutes was approved. Approval also provided that if a change in the capital structure of the corporation occurs, any changes in the stock certificate form may be made on the certificate itself or on a separate sheet attached to the certificate.

3. The seal imprinted at the end of these minutes was adopted as the seal of the corporation.

4. The President and Secretary were duly authorized to select a bank or banks where an account or accounts may be opened for the transaction of corporate business.
and, upon motion duly made and seconded, the following resolution was unanimously approved:

"RESOLVED, that the President and Secretary are hereby authorized to open a checking account or accounts in the name of the corporation at such bank or banks in the State of Colorado as may be selected by the Directors, and checks drawn on such account or accounts shall be signed by such officer or officers, as may be designated by the Directors."

5. Upon motion duly made and seconded, the following resolution was unanimously approved:

"RESOLVED, that all borrowing by the corporation be approved by the Board of Directors, and all notes or other evidences of indebtedness so approved and be signed by the President and co-signed by the Secretary."

6. The Articles of Incorporation e-filed with the Colorado Secretary of State. The Articles of Incorporation provide that the initial issue of the shares of the corporation shall be the total number of shares subscribed and paid for within [30] days following the date of said certificate which is * (______). The Director, Rodney Turner was informed that it was the wish of all persons interested in the formation of the corporation that stock of the corporation be issued to each of the Directors.

"RESOLVED, that the officers of the corporation are hereby authorized, empowered, and directed to issue and deliver to 5000 shares each at no par.

7. After discussion, it was unanimously determined that the Treasurer shall cause to be established and kept properly posted at the principal office of the corporation all proper books of account of the corporation. Said principal office of the corporation shall be located at 665 Callicotte Ranch Drive, Carbondale, CO 81623, or other such place as determined by the Directors.

8. After discussion, it was unanimously determined that the Secretary shall
cause to be established and kept properly posted at the principal office of the
corporation a stock ledger, and the stock certificates shall be issued only with the
signature of the President and the countersignature of the Secretary. It was
unanimously decided that until further vote by the Directors, the principal office of the
corporation shall be at 665 Callicotte Ranch Drive, Carbondale, CO 81623.

9. After discussion of the same and upon motion duly made and seconded, the
attached By-Laws were unanimously approved and adopted.

10. The President, Rodney Turner, presented to the Directors a plan, whereby
the investors in this company would be entitled to the benefits of Section 1244 of the
Internal Revenue Code of 1954, as amended in 1990 and 1996 or as otherwise
amended, and requested that the plan be adopted so that all common stock of this
company be issued in accordance with the requirements of said plan, in order that the
stock may qualify thereunder. Upon motion duly made and seconded, the following
resolution was unanimously adopted:

"RESOLVED, that this company adopt the plan presented to this meeting,
a copy of which is attached hereto and incorporated as a part of these
minutes, whereby the common stock of this company shall qualify as
Section 1244, and the investors of this company, including the above-
named directors, who are to be issued stock in accordance with the
minutes hereinafore, shall be entitled to the benefits of Section 1244 of
the Internal Revenue Code, as amended or as otherwise amended; and

BE IT FURTHER RESOLVED, that the common stock of this company be
issued in accordance with the requirements of said plan, in order that said
stock may qualify as Section 1244 Stock."

It was then suggested that it would be desirable to have the corporation take
such action as would be necessary to effect an election as to taxable status under
Subtitle A, Chapter 1 R, Subchapter S of the Internal Revenue Code of 1954, as
amended 1990 and 1996. All of the shareholders of the corporation were present and
indicated that such action would be in accord to such an election. After a full discussion of the matter and upon motion duly made, seconded and unanimously approved, it was:

"RESOLVED, that the appropriate officers of the Corporation be and they are hereby authorized, empowered and directed to take such action and execute such documents as may be necessary or appropriate with respect to the election by the Corporation as to taxable status under Subtitle A, Chapter 1 R, Subchapter S of the Internal Revenue Code of 1954, as amended, including the obtaining of appropriate consents thereto from the shareholders of the Corporation."

11. Discussion was then had concerning the acts and conduct of the promoters and incorporators of this corporation and upon motion duly made, seconded, and unanimously approved, it was resolved that all of the acts of the promoters and incorporators of this corporation made on behalf of them for the benefit of this corporation be and they are hereby approved, ratified, and adopted as the acts of this corporation in all respects.

12. Upon motion duly made and seconded and unanimously approved, it was resolved that the President be and is hereby authorized to pay all fees and expenses incident to and necessary for the organization of the corporation. It was further resolved that officers and other employees of the corporation shall be reimbursed for all proper expenses incurred by them in carrying on the business of the corporation.

13. After discussion and upon motion duly made and seconded and unanimously approved, the President and Secretary were authorized to execute any
and all deeds, leases, options, assignments, or other contracts or instruments on behalf of the corporation as they deem necessary and proper for carrying on the business of the corporation.

14. There being no further business to come before the meeting, the same was, upon motion duly made and seconded, unanimously adjourned.

Date: 03-06-69

Rodney Turner, Secretary

APPROVED:

Rodney Turner, President
BY-LAWS

OF

Grappa Investments, Inc.

ARTICLE I - OFFICES

The principal office and location of Grappa Investments, Inc. (hereinafter referred to as the "Corporation") in the State of Colorado shall be located at 665 Callicotte Ranch Drive, City of Carbondale and County of Garfield, State of Colorado. The Corporation may have such other offices, within the State of Colorado, as the Board of Directors may designate or as the business of the Corporation may from time to time require.

ARTICLE II - STOCKHOLDERS

1. ANNUAL MEETING. Unless otherwise determined by the Board of Directors, the annual meeting of the stockholders shall be held on a date selected by the Board of Directors during the month of June, each year beginning with the year 2019.

2. SPECIAL MEETINGS. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President or by the directors, and shall be called by the President at the request of the holders of not less than ten percent (10%) of all the outstanding shares of the Corporation entitled to vote at the meeting.

3. PLACE OF MEETING. The directors may designate any place, either within or without the State unless otherwise prescribed by statute, as the place of meeting for any annual meeting or for any special meeting properly called. A waiver of notice signed by all stockholders entitled to vote at a meeting may designate any place, either within or without the state unless otherwise prescribed by statute, as the place for holding such meetings. If no designation is made, or if a special meeting is otherwise called, the place of meeting shall be the principal office of the Corporation.

4. NOTICE OF MEETING. Written or printed notice stating the place, day and hour of the meeting and, in case of a special meeting or a meeting to amend the Articles of Incorporation, a restatement of the Articles of Incorporation, a plan of merger of share exchange, disposition of substantially all of the assets of the corporation, dissolution, or consent to dispose of property of another entity, the purpose or purposes for which the meeting was called, shall be delivered not less than ten (10) nor more than sixty (60) days before the day of the meeting, either personally, by email transmission, by facsimile transmission, or by mail, by or at the direction of the President, or the Secretary, or the officer or persons calling the meetings, to each stockholder of record entitled to vote at such meeting. If mailed or transmitted by email or by facsimile, such notice shall be deemed to be delivered when deposited in the United States mail, postage prepaid, addressed to the stockholder at his address as it appears on the stock transfer books of the Corporation or when transmitted to the stockholder at his designated email address or designated
facsimile number, as applicable. Any email transmission or facsimile transmission authorized herein shall be immediately followed by the mailing of a hard copy of such transmission to all as set forth in this paragraph, but the receipt of such hard copy shall not affect the validity or effect of the electronically transmitted notice. Notwithstanding any other language in this paragraph, if the meeting is to amend the Articles of Incorporation to increase the number of authorized shares, then such notice shall be delivered at least 30 days prior to the date of the meeting. If three successive notices are given by the Corporation, whether with respect to a shareholders' meeting or otherwise, to a shareholder and are returned as undeliverable, no further notices to such shareholder shall be necessary until another address for the shareholder is made known to the Corporation.

5. CLOSING OF TRANSFER BOOKS OR FIXING OF RECORD DATE. For the purpose of determining stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or stockholders entitled to receive payment of any dividend, or in order to make a determination of stockholders for any other proper purpose, the directors of the Corporation may provide that the stock transfer books shall be closed for a stated period but not less than ten (10) nor more than thirty (30) days prior to the meeting. If the stock transfer books are closed for the purpose of determining stockholders entitled to notice of or to vote at a meeting of stockholders, such books shall be closed for at least ten (10) days immediately preceding such meetings. In lieu of closing the stock transfer books, the directors may fix in advance a date as the record date for any such determination of stockholders, such date in any case to be not more than seventy (70) days prior to the meeting and, in case of a meeting of Stockholders, not less than seventy (70) days prior to the date on which the particular action requiring such determination of stockholders is to be taken. If the stock transfer books are not closed and no record date is filed for the determination of stockholders entitled to notice of or to vote at a meeting of stockholders, or stockholders entitled to receive payment of a dividend, the date on which notice of the meeting is mailed or the date on which the resolution of the directors declaring such dividends adopted shall be the record date for such determination of stockholders. When a determination of stockholders entitled to vote at any meeting of stockholders has been made as provided in this section, such determination shall apply to any adjournment or continuance thereof.

6. SHAREHOLDER DETERMINATION. A determination of shareholders entitled to be given notice or to vote at a shareholders' meeting is effective as of any adjournment of the meeting unless the board of directors fixes a new record date, which the board shall do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

7. RECORD DATE. If no record date is otherwise fixed, the record date of determining shareholders entitled to be given notice shall be determined as provided herein.

8. RECORD DATE FOR ASSENT. The record date for determining shareholders entitled to take action without a meeting is the date of writing upon which the action is taken is first received by the Corporation.
9. **VOTING LISTS.** The officer or agent having charge of the stock transfer books for shares of the Corporation shall make, at least ten (10) days before each meeting of stockholders, a complete list of the stockholders entitled to vote at such meeting, or any adjournment arranged in alphabetical order with the address of the number of shares held by each, which list, for a period of ten (10) days prior to such meeting, shall be kept on file at the principal office of the Corporation or at such other place specified in the notice of the meeting in the city in which the meeting will be held and shall be subject to inspection by any stockholder, or agent or attorney of stockholder, at any time during the usual business hours. Such list may also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any stockholder during the whole time of the meetings. The original stock transfer books shall be prima facie evidence as to those who are the stockholders entitled to examine such list or transfer books or to vote at the meeting of stockholders.

10. **QUORUM.** At any meeting of stockholders, a majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the stockholders. If less than a majority of the outstanding shares is so represented, they may adjourn the meeting from time to time without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The stockholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough stockholders to leave less than a quorum.

11. **PROXIES.**

   (a) At all meetings of stockholders, a stockholder may vote by proxy executed in writing by the stockholder or by his duly authorized attorney-in-fact. The original proxy shall be filed with the Secretary of the Corporation before or at the time of the meeting. No proxy shall be valid after eleven (11) months from the date of its execution.

   (b) The Corporation may accept or reject any appointment of a proxy, revocation of appointment of a proxy, vote, consent, waiver, or other writing purported signed by or for a shareholder, if such acceptance or rejection is in accordance with the provisions of Sections 7-107-203 and 7-107-205 of the Colorado Business Corporation Act, as amended.

12. **VOTING.** Each stockholder entitled to vote in accordance with the terms and provisions of the Certificate of Incorporation and these By-Laws shall be entitled to one (1) vote, in person or by proxy, for each share of stock entitled to vote held by such stockholder. Upon the demand of any stockholder, the vote for directors and upon any question before the meeting shall be by ballot. All elections for directors shall be decided by plurality vote. All other questions shall be decided by majority vote except as otherwise provided by the Articles of Incorporation, or the laws of the State of Colorado.
13. **WAIVER OF NOTICE.**

(a) A shareholder may waive any notice required by the Colorado Business Corporation Act, as amended, the Articles of Incorporation, which shall include the Articles of Incorporation e-filed with the Colorado Secretary of State and those accompanying these By-Laws, which are part of the corporation's ordinary business records or these bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion in the minutes or filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver.

(b) A shareholder's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or translating business at the meeting because of lack of notice or defective notice, and waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

14. **ORDER OF BUSINESS.** The order of business at all meetings of the stockholders, may, but is not required to be as follows:

a. Roll call.

b. Proof of notice of meeting or waiver of notice.

c. Reading of minutes of preceding meeting.

d. Reports of officers.

e. Reports of committees.

f. Election of directors.

g. Unfinished old business.

h. New business.

Roberts Rules of Order, parliamentary procedure, or other formal rules of procedure other than those established by the Board of Directors, if any, are not mandatory, unless instituted by resolution passed by a majority of the Board of Directors.

15. **ACTION BY SHAREHOLDERS WITHOUT A MEETING.** Any action required or permitted to be taken at a shareholders' meeting may be taken without a meeting if all of the shareholders entitled to vote therein consent to such action in writing. Action taken pursuant to this section shall be effective when the Corporation has received writings that describe
and consent to the action, signed by all of the shareholders entitled to vote thereon. Action taken pursuant to this section shall be effective as of the date the last writing necessary to effect the action is received by the Corporation, unless all of the writings are received by the Corporation. Such action shall have the same effect as action taken at a meeting of shareholders and may be described as such in any document. Any shareholder who has signed a writing describing and consenting to action pursuant to this section may revoke such consent by a writing signed by the shareholder describing the action and stating that the shareholder's prior consent thereto is revoked, if such writing is received by the Corporation before the effectiveness of the action.

16. MEETING BY TELECOMMUNICATIONS. Any or all of the shareholders may participate in an annual or special shareholders' meeting by, or the meeting may be conducted through the use of, any means of communication by which all persons' participation in the meeting may hear each other during the meeting. A shareholder participating in a meeting by this means is deemed to be present in person at the meeting.

ARTICLE III - BOARD OF DIRECTORS

1. GENERAL POWERS. The business and affairs of the Corporation shall be managed by its Board of Directors. The directors shall in all cases act as a board, and they may adopt such rules and regulations for the conduct of their meetings and the management of the Corporation, as they may deem proper, not inconsistent with these By-Laws and the laws of the State of Colorado.

2. NUMBER, TENURE, AND QUALIFICATIONS. The number of directors of the Corporation shall be no less than one (1) nor more than three (3). Each director shall hold office for a period of one year, and until the annual meeting of stockholders and until each respective director's successor has been duly elected and qualified.

3. REGULAR MEETINGS. A regular meeting of the directors shall be held without other notice than provided by these By-Laws immediately after, and at the same place as, the annual meeting of the stockholders. The directors may provide, by resolution, the time and place for holding of additional regular meetings without other notice than such resolution.

4. SPECIAL MEETINGS. Special meetings of the directors may be called by or at the request of the President or any two directors. The person or persons authorized to call special meetings of the directors may fix the time and place for holding any special meeting of the directors called by them.

5. NOTICE. Notice of any special meeting shall be given at least two (2) days prior thereto either by oral notice or by written notice delivered personally, by email, by facsimile, by telegram, or mailed to each director at his business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage prepaid. If transmitted by facsimile, email or telegram, then such transmission shall be made to each director's designated facsimile number, email address, or specified telegram recipient address followed by a mailing of a hard copy of the notice to each director as provided in this paragraph. The validity and effect of the electronic notice shall not be affected by the mailing of a hard copy.
of the notice. The attendance of a director at a meeting shall constitute a waiver of notice to such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called, convened or noticed according to these by-laws. Neither the business to be transacted, nor the purpose of, any regular or special meeting of the Board of Directors needs to be specified in the notice of waiver of notice for such meeting.

6. **QUORUM.** At any meeting of the directors, a majority of the entire board constitutes a quorum for the transaction of business, but if less than that number is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

7. **MANNER OF ACTING.** The acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the directors.

8. **NEWLY CREATED DIRECTORSHIPS AND VACANCIES.** Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the board for any reason except the removal of directors without cause may be filled by a vote of a majority of the directors then in office, although less than a quorum exists. Vacancies occurring by reason of the removal of directors without cause shall be filled by vote of the stockholders. A director elected to fill a vacancy caused by resignation, death or removal shall be elected to hold office for the unexpired term of his predecessor.

9. **REMOVAL OF DIRECTORS.** Any or all of the directors may be removed for cause by the vote of the stockholders or by action of the Board. Directors may be removed without cause only by vote of the stockholders.

10. **RESIGNATION.** A director may resign at any time by giving written notice to the Board, the President, or the Secretary of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board for such officer, and the acceptance of the resignation shall not be necessary to make it effective.

11. **COMPENSATION.** No compensation shall be paid to directors, as such, for their services unless otherwise established by the directors. By resolution of the Board a fixed sum for actual expenses for attendance for each regular or special meeting of the Board may be authorized at its option. Nothing herein contained shall be construed to preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

12. **PRESUMPTION OF ASSENT.** A director of the Corporation who is present at a meeting of the directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent is entered in the minutes of the meeting or unless he files his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or forwards such dissent by certified or registered mail, or by facsimile followed immediately with the mailing of the original dissent by certified or registered mail, to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

By-Laws - Page 6
13. EXECUTIVE AND OTHER COMMITTEES. The Board, by resolution, may designate from among its members an executive committee and other committees, each consisting of three or more directors. Each such committee shall serve at the pleasure of the Board.

14. ACTION BY DIRECTORS WITHOUT A MEETING. Any action required or permitted by law to be taken at a board of directors' meeting may be taken without a meeting if all members of the board consent to such action in writing. Action shall be deemed to have been so taken by the board at the time the last director signs a writing describing the action taken, unless, before such time, any director has revoked his or her consent by a writing signed by the director and received by the secretary or any other person authorized by the bylaws or the board of directors establish a different effective time or date. Such action has the same effect as action taken at a meeting of directors and may be described as such in any document.

ARTICLE IV - OFFICERS

1. NUMBER. The officers of the Corporation shall be a President and Secretary, and may have in addition Vice-President and Treasurer, each of whom shall be elected by the directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the directors.

2. ELECTION AND TERM OF OFFICE. The officers of the Corporation to be elected by the directors shall be elected annually at the first meeting of the directors held after each annual meeting of the stockholders. Each officer shall hold office until his successor has been duly elected and qualified, until his death, or until he resigns or has been removed in the manner hereinafter provided.

3. REMOVAL. Any officer or agent elected or appointed by the directors may be removed by the directors whenever in their judgment the best interests of the Corporation would be served thereby. Such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not of itself create contract rights.

4. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the directors for the unexpired portion of the term.

5. PRESIDENT. The President shall be the principal executive officer of the Corporation and, subject to the control of the directors, shall in general supervise and control all of the business and affairs of the Corporation. He shall, when present, preside at all meetings of the stockholders and of the directors. He may sign, with the Secretary or any other proper officer of the Corporation thereunto or authorized by the directors, certificates for shares of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments which the directors have authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the directors or by these By-Laws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed; and in general shall
perform all duties incident to the office of President and such other duties as may be prescribed by the directors from time to time.

6. VICE PRESIDENT. In the absence of the President or in the event of his death, inability or refusal to act, the Vice President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President shall perform such other duties as from time to time may be assigned to him by the President or by the directors.

7. SECRETARY. The Secretary shall keep the minutes of the stockholders' and directors' meetings in one or more books provided for that purpose, see that notices are duly given in accordance with the provisions of these By-Laws or as required, be custodian of the corporate records and of the seal of the Corporation and keep a register of the post office address of each stockholder which shall be furnished to the Secretary by such stockholder, have general charge of the stock transfer books of the Corporation and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the directors.

8. TREASURER. If required by the directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Corporation, receive and give receipts for monies due and payable to the Corporation from any source whatsoever, and deposit all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with these By-Laws and in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the directors.

9. COMPENSATION. Officers shall receive such compensation for their services as may be authorized or ratified by the board of directors. Election or appointment of an officer shall not of itself create a contractual right to compensation for services performed as such officer.

10. DELEGATION OF DUTIES. Whenever an officer is absent, or whenever, for any reason, the Board of directors may deem it desirable, the Board may delegate the powers and duties of an officer to any other officer or officers or to any director or directors.

ARTICLE V - CONTRACTS, LOANS, CHECKS, AND DEPOSITS

1. CONTRACTS. The Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

2. LOANS. No loan shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the directors. Such authority may be general or confined to specific instances.
3. CHECKS, DRAFTS, OTHER ORDERS FOR PAYMENT. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the directors.

4. DEPOSITS. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the directors may select.

ARTICLE VI - CERTIFICATES FOR SHARES AND THEIR TRANSFER

1. CERTIFICATES FOR SHARES. Certificates representing shares of the Corporation shall be in such form as shall be determined by the directors. Such certificates shall be signed by the President and by the Secretary or by such other officers authorized by law and by the directors. All certificates for shares shall be consecutively numbered or otherwise identified. The name and address of the stockholders, the numbers of the shares and date of issue, shall be entered on the stock transfer books of the Corporation. All certificates surrendered to the Corporation for transfer shall be cancelled, and no new certificates shall be issued until the former certificate for a like number of shares shall have been surrendered and cancelled, except that in case of a lost, destroyed or mutilated certificate, a new one may be issued therefor upon such terms and indemnity to the Corporation as the directors may prescribe. Any restriction upon the transfer of shares represented by a certificate issued by the Corporation, whether imposed by the Articles of Incorporation, these By-Laws or by separate agreement, shall be noted on each certificate subject to such restriction.

2. TRANSFERS OF SHARES.

(a) Upon surrender to the Corporation or the transfer agent of the Corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, and cancel the old certificate; every such transfer shall be entered on the transfer book of the Corporation which shall be kept at its principal office.

(b) The Corporation shall be entitled to treat the holder of record of any share as the holder in fact thereof, and, accordingly, shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any person whether or not it shall have express or other notice thereof, except as expressly provided by the laws of this State.

3. FACSIMILE SIGNATURES AND ELECTRONIC SIGNATURES. Where a certificate is signed by a registrar other than the Corporation or its employee, any or all of the officers' signatures on the certificate required by Section VI.1 may be facsimile or electronic signature in compliance with the federal Electronic Signatures Act, Tit. 15 U.S.C. Section 7001, et seq., as amended. If any officer, transfer agent or registrar who has signed, or whose facsimile signature or signatures have been place upon, any certificate, shall cease to be such officer, transfer
agent, or registrar, whether because of death, resignation, or otherwise, before the certificate is issued by the Corporation, it may nevertheless be issued by the Corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

4. SHARES HELD FOR ACCOUNT OF ANOTHER. The board of directors may adopt by resolution a procedure whereby a shareholder of the Corporation may certify in writing to the Corporation that all or a portion of the shares registered in the name of such shareholder are held for the account of a specified person or persons. The resolution shall set forth:

(a) The classification of shareholders who may certify;

(b) The purpose or purposes for which the certification may be made.

(c) The form of certification and information to be contained herein.

(d) If the certification is with respect to a record date or closing of the stock transfer books, the time after the record date or the closing of the stock transfer books within which the certification must be received by the Corporation; and

(e) Such other provisions with respect to the procedure as are deemed necessary or desirable. Upon receipt by the Corporation of a certification complying with the procedure, the persons specified in the certification shall be deemed, for the purpose or purposes set forth in the certification, to be the holders of record of the number of shares specified in place of the shareholder making the certification.

ARTICLE VII - FISCAL YEAR

The fiscal year of the Corporation shall be the calendar year unless otherwise determined by the Board of Directors.

ARTICLE VIII - DIVIDENDS

The directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law.

ARTICLE IX - SEAL

The directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the Corporation, and words "Corporate Seal."
ARTICLE X - WAIVER OF NOTICE

Unless otherwise provided by law, whenever any notice is required to be given to any stockholder or director of the Corporation under the provisions of these By-Laws or under the provisions of the Articles of Incorporation, a waiver to such notice bearing the signature of the appropriate stockholder or director, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XI - AMENDMENTS

These By-Laws may be altered, amended or repealed, and new By-Laws may be adopted by a vote of the stockholders representing a majority of the shares issued and outstanding, at any annual stockholders' meeting or at any special stockholders' meeting when the proposed amendment has been set out in the notice of the meeting.

ARTICLE XII - INDEMNIFICATION

1. DEFINITIONS. As used in this article.

   (a) "Corporation" includes any domestic or foreign entity that is a predecessor of the Corporation by reason of a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

   (b) "Director" means an individual who is or was a director of the Corporation or an individual who, while a director of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, fiduciary, or agent of another domestic or foreign corporation or other person or of an employee benefit plan. A director is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, the director to the plan or to participants in or beneficiaries of the plan. "Director" includes, unless the context requires otherwise, the estate or personal representative of a director.

   (c) "Expenses" includes legal counsel fees.

   (d) "Liability" means the obligation incurred with respect to an employee benefit plan, or reasonable expenses.

   (e) "Official capacity" means, when used with respect to a director, the office of director in the Corporation and, when used with respect to a person other than a director, the office in the Corporation held by the officer or the employment, fiduciary, or agency relationship undertaken by the employee, fiduciary, or agent on behalf of the Corporation. "Official capacity" does not include service for any other domestic or foreign corporation or other person or employee benefit plan.
(f) "Party" includes a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

(g) "Proceeding" means any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal.

2. **AUTHORITY TO INDEMNIFY DIRECTORS.**

(a) The Corporation may indemnify a person made a party to a proceeding because the person is or was a director against liability incurred in the proceeding if:

1. The person conducted himself or herself in good faith; and

2. The person reasonably believed:

   (A) In the case of conduct in an official capacity with the Corporation, that his or her conduct was in the corporation's best interest; and

   (B) In all other cases, that his or her conduct was at least not opposed to the Corporation's best interests; and

3. In the case of any criminal proceeding, the person had no reasonable cause to believe his or her conduct was unlawful.

(b) A director's conduct with respect to an employee benefit plan for a purpose the director reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies this section. A director's conduct with respect to an employee benefit plan for a purpose that the director did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy this section.

(c) The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described in this section.

(d) The Corporation may not indemnify a director under this section if:

1. In connection with a proceeding by or in the right of the Corporation in which the director was adjudged liable to the Corporation; or

2. In connection with any other proceeding charging that the director derived an improper personal benefit, whether or not involving action in an official capacity, in which proceeding the director was adjudged liable on the basis that he or she derived an improper personal benefit.
(e) Indemnification permitted under this section in connection with a proceeding by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the proceeding.

3. **MANDATORY INDEMNIFICATION OF DIRECTORS.** The Corporation shall indemnify a person who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a director, against reasonable expenses incurred by him or her in connection with the proceeding.

4. **ADVANCE OF EXPENSES TO DIRECTORS.**

   (a) The Corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if:

      (1) The director furnishes to the Corporation a written affirmation of the director's good faith belief that he or she has met the standard of conduct described in this section.

      (2) The director furnishes to the Corporation a written undertaking, executed personally or on the director's behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct; and

      (3) A determination is made that the facts then known to those making the determination would not preclude indemnification under this article.

   (b) The undertaking required by this section shall be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to make repayment.

   (c) Determinations and authorizations of payments under this section shall be made by the board of directors.

5. **COURT-ORDERED INDEMNIFICATION OF DIRECTORS.** A director who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice the court considers necessary, may order indemnification in the following manner:

   (a) If it determines that the director is entitled to mandatory indemnification, the court shall order indemnification, in which case the court shall also order the Corporation to pay the director’s reasonable expenses incurred to obtain court-ordered indemnification.
7. INDEMNIFICATION OF OFFICERS, EMPLOYEES, FIDUCIARIES, AND AGENTS.

(a) An officer is entitled to mandatory indemnification under Section XII.3. and is entitled to apply for court-ordered indemnification, in each case to the same extent as a director;

(b) The Corporation may indemnify and advance expenses to an officer, employee, fiduciary, or agent of the Corporation to the same extent as to a director; and

(c) The Corporation may also indemnify and advance expenses to an officer, employee, fiduciary, or agent who is not a director to a greater extent than is provided in these bylaws, if not inconsistent with public policy, and if provided for by general or specific action of its board of directors or shareholders or by contract.

8. INSURANCE. The Corporation may purchase and maintain insurance on behalf of a person who is or was a director, officer, employee, fiduciary, or agent of the Corporation, or who, while a director, officer, employee, fiduciary, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of another domestic or foreign corporation or other person or of an employee benefit plan, against liability asserted against or incurred by the person in that capacity or arising from his or her status as a director, officer, employee, fiduciary, or agent, whether or not the corporation would have power to indemnify the person against the same liability. Any such insurance may be procured from any insurance company designated by the board of directors, whether much insurance company is formed under the laws of this state or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Corporation has an equity or any other interest through stock ownership or otherwise.

9. NOTICE TO SHAREHOLDERS OF INDEMNIFICATION OF DIRECTOR. If the Corporation indemnifies or advances expenses to a director under this article in connection with a proceeding by or in right of the Corporation, the Corporation shall give written notice of the indemnification or advance to the shareholders with or before the notice of the next shareholders' meeting. If the next shareholder action is taken without a meeting at the instigation of the board of directors, such notice shall be given to the shareholders at or before the time the first shareholder signs a writing consenting to such action.

ARTICLE XIII - MISCELLANEOUS

1. GENDER. Whenever required by the context, the singular shall include the plural, the plural the singular, and one gender shall include all genders.

2. MEETINGS. All meetings referred to in these By-Laws may be held in person, by telephonic means, or a combination thereof, at the option of the participants. If a telephonic meeting is opted for, notice of such meeting shall be made as otherwise provided in these By-Laws.
3. INVALID PROVISION. The invalidity or unenforceability of any particular provision of these By-Laws shall not affect the other provisions herein, and these By-Laws shall be construed in all respects as if such invalid or unenforceable provision was omitted.

4. GOVERNING LAW. These By-Laws shall be governed by and construed in accordance with the law of the State of Colorado.

I, Rodney Turner, as Secretary of Grappa Investment, Inc., and we as members of the board of directors hereby certify that the foregoing By-laws were adopted by the Board of Directors of the Corporation effective this 26th day of December, 2019.

Rodney Turner, Secretary

Directors:

Rodney Turner
Wholesaler Affidavit of Compliance  
Section 12-47-303(1)(d), C.R.S.

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<tbody>
<tr>
<td>1310 highway 133</td>
<td>Carbondale</td>
<td>CO</td>
<td>81623</td>
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The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

- [x] Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.)

  *Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.*

- [ ] Not Paid in Full

Wholesaler:  

[Signature]  
Print: Kristy Van Veen  
Title: Credit Department  
Date: 06/26/19
Wholesaler Affidavit of Compliance

Section 12-47-303(1)(d), C.R.S.

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<th>Transferor Retailer Licensee Name</th>
<th>License Number</th>
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<tbody>
<tr>
<td>Rumba Girls Liquor</td>
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<thead>
<tr>
<th>Trade Name of Establishment/Doing Business As (DBA)</th>
<th>Phone Number</th>
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<tr>
<td>Rumba Girls Liquor</td>
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<tr>
<th>Physical Address</th>
<th>City</th>
<th>State</th>
<th>ZIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>1310 Highway 133</td>
<td>Carbondale</td>
<td>CO</td>
<td>81623</td>
</tr>
</tbody>
</table>

The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:

☑ Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.)

Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

☐ Not Paid in Full

Wholesaler: DTS DISTRIBUTING INC

Signature: GUSTAV MALL

Print: TRISHA MAJID

Title: Operations

Date: 6/12/19
Wholesaler Affidavit of Compliance  
Section 12-47-303(1)(d), C.R.S.

<table>
<thead>
<tr>
<th>Wholesaler Licensee Name (if an LLC; partnership; corporation or name of corporation)</th>
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<tbody>
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<th>Trade Name of Establishment/Doing Business As (DBA)</th>
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<tbody>
<tr>
<td>Breakthru Beverage Colorado</td>
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<table>
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<th>City</th>
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<th>ZIP</th>
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</thead>
<tbody>
<tr>
<td>3980 Central Park Blvd</td>
<td>Denver</td>
<td>CO</td>
<td>80238</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Email Address</th>
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<tbody>
<tr>
<td><a href="mailto:JJOHNSON@BREAKTHRUBEV.COM">JJOHNSON@BREAKTHRUBEV.COM</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transferor Retailer Licensee Name</th>
<th>License Number</th>
<th>Phone Number</th>
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</thead>
<tbody>
<tr>
<td>Jolly Manns LLC</td>
<td>03-02324</td>
<td>970-443-2355</td>
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<thead>
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<tbody>
<tr>
<td>Knobby Girl Liquors</td>
<td>1310 Hwy 133</td>
<td>Carbondale</td>
<td>CO</td>
<td>81623</td>
</tr>
</tbody>
</table>

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- Not Paid in Full

Wholesaler: 

Breakthru Beverage Colorado

<table>
<thead>
<tr>
<th>Signature</th>
<th>Print</th>
<th>Title</th>
<th>Date</th>
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<tbody>
<tr>
<td>Jaime J Johnson</td>
<td>Credit Associate III</td>
<td>12/26/19</td>
<td></td>
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</tbody>
</table>
### Wholesaler Affidavit of Compliance
#### Section 12-47-303(1)(d), C.R.S.

<table>
<thead>
<tr>
<th>Wholesaler Licensee Name (if an LLC, partnership, corporation or name of corporation)</th>
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<tbody>
<tr>
<td>DOMINICO DISTRIBUTION INC</td>
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<thead>
<tr>
<th>Trade Name of Establishment/Doing Business As (DBA)</th>
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<tbody>
<tr>
<td>SYNERGY FINE WINES</td>
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<table>
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<tr>
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<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Email Address</th>
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<tbody>
<tr>
<td><a href="mailto:tsevera@synergyfinewines.com">tsevera@synergyfinewines.com</a></td>
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<table>
<thead>
<tr>
<th>Transferor Retailer Licensees Name</th>
<th>License Number</th>
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<tbody>
<tr>
<td>Rhumba Girl</td>
<td>4702324</td>
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<tr>
<th>Trade Name of Establishment/Doing Business As (DBA)</th>
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  **Note:** If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

- [ ] Not Paid in Full

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<tr>
<th>Wholesaler:</th>
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<tr>
<td>SYNERGY FINE WINES</td>
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<tr>
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<tbody>
<tr>
<td>[Signature]</td>
<td>THERESA SEVERA</td>
<td>AR</td>
<td>8/25/2019</td>
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Wholesaler Affidavit of Compliance  
Section 12-47-303(1)(d), C.R.S.

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<th>Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation)</th>
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<tr>
<td>Mountain Beverage Co LLC</td>
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<tr>
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<tr>
<td>712 Spring Buck Road</td>
<td>Gypsum</td>
<td>CO</td>
<td>81637</td>
</tr>
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<table>
<thead>
<tr>
<th>Email Address</th>
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</thead>
<tbody>
<tr>
<td><a href="mailto:Cindy.hosman@mountainbeverage.com">Cindy.hosman@mountainbeverage.com</a></td>
</tr>
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<table>
<thead>
<tr>
<th>Transferor Retailer Licensee Name</th>
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<tr>
<td>Jolly Mauns LLC</td>
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<th>Trade Name of Establishment/Doing Business As (DBA)</th>
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<tr>
<td>Rhumba Girl Liquors</td>
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<tbody>
<tr>
<td>1310 HWY 133 Unit #1</td>
<td>Carbondale</td>
<td>CO</td>
<td>81623</td>
</tr>
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  **Note:** If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.

- [ ] Not Paid in Full

<table>
<thead>
<tr>
<th>Wholesaler</th>
<th>Mountain Beverage Co LLC</th>
</tr>
</thead>
</table>

**Signature:**

[Signature]

**Print:** Cindy Hosman

**Title:** Controller

**Date:** 06/26/19
TOWN OF CARBONDALE

AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee hereby states that all accounts for alcohol beverages sold to the Applicant are:

☑️ Paid in full. There are no outstanding accounts with any Colorado Wholesalers.

☐ Licensee hereby certifies that the following is a complete list of accounts for Alcohol beverages that are unpaid:

Licensee and Applicant agree that all accounts will be paid for from the proceeds
At closing by the: ☐ Licensee ☐ Applicant

☐ Licensee unavailable to certify disposition of accounts for alcohol beverages – Inventory list attached. Transfer by operation of law – Regulation 47-304.

☐ Applicant will assume full responsibility for payment of the outstanding accounts as listed above.

☐ No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity To be formed by the Applicant. Dated this 27 day of June, 2019.

Subscribed and Sworn to before me this 27 day of June, 2019.

Notary Public

My Commission Expires: 4-29-2021

SEAL

VERONICA WORLEY
Notary Public
State of Colorado
Notary ID # 19874224550
My Commission Expires 04-29-2021

Mathew M. Maun
Seller: Licensee & License Number
Rumb Chin Liquor
DBA Rhumb Girl Liquor
Trade Name

Signature
Member
Position
Matthew Maun
Print Name

Rodney Turner
Buyer: Applicant

Gregory Investments
Trade Name

Signature
President
Position
Rodney Turner
Print Name
Sales Agreement

Matthew Maun and Sara Elizabeth Maun, Trustees of The Maun Family Trust and members of Jolly Mauns LLC herein referred to as Sellers agree to sell the following properties and business to Rodney Turner, herein called Buyer.

Business:

Liquor store business, assets and inventory of business known as Rhumba Girl Liquors. Located at 1310 Hwy 133 Unit #1 Carbondale, CO. 81623

Seller offers to sell and Buyer accepts to purchase the business listed above and all assets and inventory for the selling price of $299,000.00, plus inventory. Cash on hand and cash accounts are excluded from the sale and will not transfer. Inventory will be verified prior to closing and inventory value will be paid at closing.

Seller will provide the property at closing free of all encumbrances. Seller will pay all business A/P in full due up to the closing date.

Buyer will take possession of the property upon closing.

Closing will be completed prior to July 10, 2019. Buyer will pay all appraisal fees, closing costs and normal expenses paid by seller as party of a business purchase.

Property #1

1310 Hwy 133 Carbondale, CO. 81623
RE#
Account
R083359
Parcel
23933430R001
Property Address
1310 133 HWY

Commercial Real Estate

Seller offers to sell and Buyer accepts to purchase the property listed above including all improvements and business fixtures for the selling price of $850,000.00.

Seller will provide the property at closing free of all encumbrances

Seller notifies the Buyer that there are 2 commercial leases in transferring with the sale
Buyer will take possession of the property upon closing.

Closing will be competed prior to July 10, 2019. Buyer will pay all appraisal fees, closing costs and normal expenses paid by seller as party of a property purchase.

**Property #2**

858 Sopris Ave Carbondale, CO. 81623

RE#

<table>
<thead>
<tr>
<th>Account</th>
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<tbody>
<tr>
<td>R083380</td>
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<tbody>
<tr>
<td>23933430R002</td>
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<table>
<thead>
<tr>
<th>Property Address</th>
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<tbody>
<tr>
<td>858 SOPRIS AVE</td>
<td></td>
</tr>
</tbody>
</table>

Residential Duplex

Seller offers to sell and buyer accepts to purchase the property listed above including all improvements for the selling price of $565,000.00.

Seller will provide the property at closing free of all encumbrances. Seller will complete all necessary work to finalize current building permit with the Town of Carbondale. Permit #

Buyer will take possession of the property upon closing.

Closing will be competed prior to July 10, 2019. Buyer will pay all appraisal fees, closing costs and normal expenses paid by seller as party of a property purchase.

Seller and buyer agree to provide each other any information required for the sale of the above listed business and property.

This agreement may not be assigned or transferred

________________________________________  ____________
Rodney Turner                                   date

Buyer
Matthew Maun  
Member, Jolly Mauns LLC  
Trustee, The Maun Family Trust  

Sara Elizabeth Maun  
Member, Jolly Mauns LLC  
Trustee, The Maun Family Trust
Property #2

858 Sopris Ave Carbondale, CO. 81623

RE#
Account  R082360
Parcel  Z3333430R002
Property Address  858 SOPRIS AVE

Residential Duplex

Seller offers to sell and Buyer accepts to purchase the property listed above including all improvements for the selling price of $565,000.00.

Seller will provide the property at closing free of all encumbrances
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Buyer will take possession of the property upon closing.

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---

Rodney Turner
Buyer

Matthew Maun
Member, Jolly Maun's LLC
Trustee, The Maun Family Trust

Sara Elizabeth Maun
Member, Jolly Mauns LLC
Trustee, The Maun Family Trust

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6-3-2019

6/4/19

6/4/19
Board of Trustees Agenda Memorandum

Item No: 10

Meeting Date: 08/13/19

TITLE: Ordinance 11, Series 2019 – Expanding the Plastic Bag Ban

SUBMITTING DEPARTMENT: Town Manager

ATTACHMENT: Ordinance 11, Series 2019

BACKGROUND:
At the July 23rd regular Town Board meeting the Board of Trustees directed staff to draft an ordinance expanding the current plastic bag ban. The existing ban applies to single-use plastic bags and imposes a mandatory fee on paper bags, it is limited to large grocers (over 3,500 sq ft) within the Town.

DISCUSSION:
As directed by the Board, the proposed ordinance expands the ban and paper bag fee to include retailers of 9,000 square feet or more.

The draft ordinance states that a grocer or retailer may retain 25 percent of each disposable paper bag fee collected up to a maximum amount of one thousand dollars ($1,000.00) per month within the first 12 months of the effective date of this ordinance, and a grocer or retailer may retain 25 percent of each disposable paper bag fee collected, up to a maximum amount of $100.00 per month, for all months after that. Town staff has received some feedback from retailers the bag fee may be difficult for to administer and create competitive issues with smaller retailers in Town.

The draft ordinance has an effective date of January 1, 2020.

RECOMMENDATION:
Staff recommends the Board receive public input on the draft ordinance. The Board may approve the ordinance or modify it prior to approval.

Prepared By: Jay Harrington

JH
Town Manager
ORDINANCE NO. 12  
Series of 2019

AN ORDINANCE OF THE TOWN OF CARBONDALE, COLORADO AMENDING CHAPTER 7, ARTICLE 7 OF THE MUNICIPAL CODE OF THE TOWN OF CARBONDALE REGARDING DISPOSABLE CARRYOUT BAG REGULATIONS

WHEREAS, the Board of Trustees has a duty to protect the public health, safety, and welfare, including the natural environment and the health of its citizens; and

WHEREAS, the Board of Trustees finds that the use of all single-use shopping bags (plastic and paper) has severe environmental impacts on a local and global scale, including greenhouse gas emissions, litter, harm to wildlife, atmospheric acidification, water consumption, and solid waste generation; and

WHEREAS, despite recycling and voluntary solutions to control pollution from disposable carryout bags, very few disposable carryout bags are recycled, and these bags last decades in the landfill, taking up valuable landfill space; and

WHEREAS, numerous studies have documented the prevalence of single-use plastic bags littering the environment, blocking storm drains, and endangering wildlife; and

WHEREAS, the Town of Carbondale’s taxpayers must bear the brunt of clean-up costs of this litter; and

WHEREAS, approximately two billion single-use bags are used annually in Colorado but less than five percent are recycled; and

WHEREAS, of all single-use bags, plastic bags have the greatest impact on litter and wildlife; and

WHEREAS, it is known and documented that disposable paper bags are not environmentally sound alternatives to plastic carryout bags because the production of these types of bags contributes to natural resource depletion, greenhouse gas emissions, and waterborne wastes; and

WHEREAS, the use of disposable paper bags results in greater greenhouse gas emissions, atmospheric acidification, water consumption, and ozone production than single-use plastic bags; and

WHEREAS, from an overall environmental and economic perspective, the best alternative to single-use plastic and paper bags is to shift to reusable bags for shopping; and

WHEREAS, there are several alternatives to single-use bags readily available in the Town of Carbondale; and
WHEREAS, the Board of Trustees aims to conserve resources, reduce greenhouse gas emissions, waste, and litter, and to protect the public health, safety and welfare, including wildlife, all of which increase the quality of life for the Town’s residents and visitors; and

WHEREAS, evidence indicates that a vast majority of single-use disposable bags are used for the bagging and carryout of products purchased from grocers and retailers; and

WHEREAS, studies document that banning plastic bags and placing a mandatory fee on paper bags reduce the use of both types of bags; and

WHEREAS, the Board of Trustees previously enacted a ban on single-use plastic bags and a mandatory fee on paper bags, which ban only applies to grocers within the Town; and

WHEREAS, the Town’s Environmental Board has addressed the Board of Trustees regarding the impact of the existing ordinance and presented the Environmental Board’s recommendations for revisions to and expansions of the ordinance; and

WHEREAS, the Board of Trustees has considered and discussed the Environmental Board’s recommendations; and

WHEREAS, the Board of Trustees desires to expand and revise the applicable Town code to ban single-use plastic bags and impose a mandatory fee on paper bags at all grocers and retailers that meet certain definitional requirements in order to deliver greater public health, safety, and welfare benefits; and

WHEREAS, the Board of Trustees believes that residents and visitors should use reusable carryout bags and that a fee on the distribution of paper bags by grocers and retailers is appropriate to fund the Town’s efforts to educate residents, business, and visitors about the impact of trash on the regional environmental health and to fund the use of reusable carryout bags, Town cleanup events, and infrastructure and programs that reduce waste in the community; and

WHEREAS, the Town’s Environmental Board commits to returning to the Board of Trustees within one year of the implementation date of this ordinance to discuss the successes of the ordinance and provide suggestions for future programs; and

WHEREAS, the Board of Trustees finds and determines that these regulations promote the health, safety, and welfare of the citizens and visitors of the Town of Carbondale.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO that the Town of Carbondale Municipal Code shall be amended as follows:
1. The foregoing recitals are hereby adopted as findings and determinations of the Board of Trustees.

2. Chapter 7, Article 7 shall be amended by deleting the language stricken and adding the language underlined to read as follows:

Sec. 7-7-10. - Definitions.

... 

Disposable paper bag means a bag made predominately of paper that is provided to a customer by a grocer or retailer at the point of sale for the purpose of transporting goods.

Disposable paper bag fee means a fee imposed by the Town and required to be paid by each consumer making a purchase from a grocer or retailer for each disposable paper bag used during the purchase.

Disposable plastic bag means any bag that is less than 2.25 millimeters thick and is made predominately of plastic derived from petroleum that is provided to a customer at the point of sale for the purpose of transporting goods. Disposable plastic bag does not mean:

(1) Bags used by consumers inside stores to:
   a. Package bulk items, such as fruit, vegetables, nuts, grains, candy or small hardware items or automotive parts, including but not limited to nails, nuts, screws, pressure gauges, keys, and lug nuts;
   b. Contain or wrap frozen foods, meat or fish;
   c. Contain or wrap flowers, potted plants or other items where dampness may be a problem;
   d. Contain unwrapped prepared foods or bakery goods; and

(2) A non-handled bag used to protect a purchased item from damaging or contaminating other purchased items when placed in a recyclable paper bag or reusable bag.

(3) Bags provided by pharmacists to contain prescription drugs;

(4) Newspaper bags, door-hanger bags, laundry-dry cleaning bags or bags sold in packages containing multiple bags intended for use as garbage, pet waste or yard waste bags; and

(5) Bags that are 100 percent biodegradable and compostable; and made from starch-based bioplastic polymers; and
(6) Bags used for loose small retail items, including but not limited to jewelry, buttons, supplies, cards, beads, ribbon, herbs and spices, medical or retail marijuana if sold by a licensed medical or retail marijuana establishment.

Grocer means a retail establishment or business located within the Town in a permanent building, operating year-round, that is a full-line, self-service market and which sells a line of staple foodstuffs, meats, produce, household supplies, dairy products or other perishable items. Grocer does not mean:

(1) A temporary vending establishment for fruits, vegetables, packaged meats and dairy;

(2) A vendor at farmer's markets, festivals, or other temporary events;

(3) A location where food items are not the majority of sales for that business; and or

(4) A location where the facility is less than 3,500 square feet.

Retailer means a retail establishment or business located within Carbondale Town limits in a permanent building, operating year-round, which sells goods to the public. Retailer does not mean:

(1) A vendor at farmer’s markets, festivals, or other temporary events; or

(2) A location where the facility is less than 9,000 square feet.

... 

Sec. 7-7-20. - Prohibitions.

(a) No grocer or retailer shall provide a disposable plastic bag to a customer at the point of sale.

(b) Nothing in this Section shall preclude persons, retailers, or grocers from making reusable bags available for sale or for no cost to customers.

Sec. 7-7-30. - Paper bag fee requirements.

(a) Grocers and retailers shall collect from customers, and customers shall pay at the time of purchase, a disposable paper bag fee as set forth in the Fee Schedule attached as Appendix A to this Code for each disposable paper bag provided to the customer.

(b) Grocers and retailers shall record the number of disposable paper bags provided and the total amount of the disposable paper bag fee charged on the customer's transaction receipt.

(c) A grocer or retailer shall not refund to the customer any part of the disposable paper bag fee, nor shall the grocer or retailer advertise or state to customers that any part of the disposable paper bag fee will be refunded to the customer.
(d) A grocer or retailer shall not exempt any customer from any part of the disposable paper bag fee for any reason except as stated in Section 7-7-70 of this Article.

Sec. 7-7-40. - Voluntary participation.

Any store or business with a Town business license may voluntarily opt in to the disposable carryout bag reduction program and apply the disposable plastic bag ban and disposable paper bag fee to its business by applying with the Finance Department.

Sec. 7-7-50. - Retention, remittance and transfer of disposable paper bag fee.

(a) A grocer or retailer may retain 25 percent of each disposable paper bag fee collected up to a maximum amount of one thousand dollars ($1,000.00) per month within the first 12 months of the effective date of this ordinance, and a grocer or retailer may retain 25 percent of each disposable paper bag fee collected, up to a maximum amount of $100.00 per month, for all months thereafter. Only grocers and retailers that will be regulated under this Article for the first time following adoption of this ordinance may retain up to $1,000.00 per month for the first 12 months.

(b) The retained percent is limited to allowable use for the grocer or retailer to:

(1) Provide educational information about the disposable paper bag fee to customers;

(2) Train staff in the implementation and administration of the fee; and

(3) Improve or alter infrastructure to allow for the implementation, collection and administration of the fee.

(c) The portion of the fees retained by a grocer or retailer pursuant to this Article shall not be classified as revenue for the purposes of calculating sales tax.

(d) The remaining portion of each disposable paper bag fee collected by a grocer or retailer shall be paid to the Finance Department and shall be deposited in the Disposable Bag Fee Fund.

(e) A grocer or retailer shall pay and the Town shall collect all disposable paper bag fees at the same time as the Town sales tax. The Town shall provide the necessary forms for grocers and retailers to file individual returns with the Town, separate from the required Town sales tax forms, to demonstrate compliance with the provisions of this Article. If payment of any amounts to the Town is not received on or before the applicable due date, penalty and interest charges shall be added to the amount due as described in Section 7-7-90 below.

... Sec. 7-7-60. - Required signage for grocers and retailers.
Every grocer and retailer subject to the collection of the disposable paper bag fee shall display a sign in a location outside or inside of the business, viewable by customers, alerting customers to the Town-imposed ban and fee.

Sec. 7-7-70. - Exemptions.

A grocer or retailer may provide a disposable paper bag to a customer at no charge to that customer if the customer provides evidence that he or she is a participant in a Colorado food assistance program.

Sec. 7-7-80. - Audits.

(a) Each grocer or retailer licensed pursuant to the provisions of this Article shall maintain accurate and complete records of the disposable paper bag fees collected, the number of disposable paper bags provided to customers, the form and recipients of any notice required pursuant to this Article, and any underlying records, including any books, accounts, invoices or other records necessary to verify the accuracy and completeness of such records. It shall be the duty of each grocer and retailer to keep and preserve all such documents and records, including any electronic information, for a period of three years from the end of the calendar year of such records.

(b) If requested, each grocer or retailer shall make its records available for audit by the Town Manager during regular business hours in order for the Town to verify compliance with the provisions of this Article. All such information shall be treated as confidential commercial documents to the extent authorized by the State's statutory open records laws.

Sec. 7-7-90. - Violations.

(a) Violation of any of the requirements of this Article shall subject a grocer or retailer to the penalties set forth in this Section.

(1) If it is determined that a violation has occurred, the Town shall issue a warning notice to the grocer or retailer for the initial violation.

(2) If it is determined that an additional violation of this Article has occurred within one year after a warning notice has been issued for an initial violation, the Town shall issue a notice of infraction and shall impose a penalty against the retail establishment.

(3) The penalty for each violation that occurs after the issuance of the warning notice shall be:

(a) No more than $50.00 for the first offense.

(b) No more than $100.00 for the second offense.
(c) For the third and all subsequent offenses, a mandatory court appearance and such penalty as may be determined by the court pursuant to Section 1-4-20 of this Code.

(4) No more than one penalty shall be imposed upon a grocer or retailer within a seven-calendar-day period.

(5) A grocer or retailer shall have 15 calendar days after the date that a notice of infraction is issued to pay the penalty.

(6) The penalty shall double after 15 calendar days if the grocer or retailer does not pay the penalty or fails to respond to a notice of infraction by either denying or objecting in writing to the infraction or penalty.

(b) If payment of any amounts of the disposable paper bag fee to the Town is not received on or before the applicable due date, penalty and interest charges shall be added to the amount due in the amount of:

(1) A penalty of five percent of the total due, not to exceed $10.00 each month.

(2) Interest charge of one percent of the total penalty per month.

3. This Ordinance shall be effective on January 1, 2020 after posting and publication in accordance with the Carbondale Home Rule Charter.

INTRODUCED, READ AND PASSED THIS ___ day of ________, 2019.

TOWN OF CARBONDALE, COLORADO
a Colorado home rule municipal corporation,

______________________________
Dan Richardson, Mayor

ATTEST:

______________________________
Cathy Derby, Town Clerk

POSTED: ________________
PUBLISHED: ________________
eFFECTIVE: ________________
Crystal River Project Update
Town of Carbondale Board of Trustees Meeting – Tuesday, August 13th

The project team developed two alternatives for the project area, including ditch takeout infrastructure, river channel and bank improvements, site amenities, and vegetative restoration. These alternatives were reviewed with the project partners, members of the public, and the town during the spring and early summer of 2019. From these meetings a preferred program was selected that included components of both concept alternatives. The intent of the preferred alternative is to focus efforts on a robust restoration of the river channel and banks, ditch takeout, and project area vegetation, while limiting the impacts of construction and human activity in the Park area. Providing access to the river and educational opportunities are identified as a priority and are focused near the entrance to the park with more formal gathering and river interaction areas. Additionally, creating an accessible route from the right-of-way to the park and gathering area is included in response to the Town of Carbondale’s commitment to providing more accessible recreational and education opportunities in Town Parks. South of the gathering area the path transitions to single track, and river access points become primitive. Zones identified for vegetative enhancement are either currently in poor condition or will be selectively planted to increase habitat and biodiversity. See exhibit 1 for a schematic of the preferred alternative.

Recent Project Activities associated with the Preferred Alternative Selection and Development:

- **Preferred Alternative Selection**
  - Project Open House at River Valley Ranch April 22, 2019
  - Project Open House at Carbondale Library April 24, 2019
  - Present Project to Parks Commission May 8, 2019
  - Visit Site with Roaring Fork Audubon Society May 24, 2019
  - Alternatives Discussion Mtg w/ Stakeholders May 31, 2019
- **60% Design Development of Preferred Alternative** June and July 2019

Brief bulleted description of the preferred alternative selected by the Stakeholder Group:

- **Project access**
  - Accessible walk / stair improvements from north side of Crystal Bridge Drive (see attached exhibit 2)
- **River Access** – create defined access point to the river to help protect restored bank areas
  - 2 Formal access near Crystal Bridge Drive
  - 3 Primitive access points with focus on wade fishing ingress and egress
- **Trails** – out and back in similar alignment as current trail. Earthen trail past gathering space at entrance to the park.
- **Meeting spaces** – minimize impacts to healthy areas of the park and focus improvements in degraded areas.
  - Outdoor classroom at entrance to the park with seating built using natural materials.
  - Maintain picnic tables in meadow area at south end of park.
- **Park entrance/trail head**.
  - Kiosk with interpretive signage
  - Split rail fence and gate for seasonal closure
- **Riparian Protection/Enhancement/Creation**
  - Focus on areas along bank and trail.
Crystal River Project Update  
Town of Carbondale Board of Trustees Meeting – Tuesday, August 13th

- Protect existing healthy areas with focus on preserving bird habitat
- Wetland Protection/Enhancement/Creation
- Focus on protection of existing wetland in the park.
- Small pockets of wetland creation in low lying degraded areas.
- In-channel Work
  - Weaver Headgate (see attached exhibit 3)
    - Complete re-work of boulder structure and concrete barrier "island"
    - Retrofit existing concrete structure with gate that can be automated in future
  - Low flow channel re-establishment
    - Focus on connectivity for fish
    - Mimic more functional stretches of river upstream and downstream of project reach.
    - Minimize haul off of river cobble excavated from low flow channel by re-establishing gravel bars and low-lying riparian areas.
  - Bank improvements
    - Repair degraded area with focus on revegetation and bank layback
    - Protect well vegetated
    - Incorporate primitive bank access into repairs in select areas
    - Incorporate in-channel habitat elements into repairs.

Upcoming Schedule:

- 60% Design Complete: Early September 2019
- Apply for USACE Permits: Late September 2019
- Fundraising Activities: Starting late August 2019
- Final Design and Bid: Winter/Spring 2020
- Construction Start (potentially phased): tentative Summer 2020 (dependent on fundraising)
Exhibit 2
Cathy Derby

From: Dan Richardson
Sent: Wednesday, July 17, 2019 7:39 AM
To: Trustees
Subject: Board priorities follow-up

All,
Thanks for several good discussions last night. For Ben and Luis, we discussed priorities but did not finalize anything. We will discuss again when you both are present. Ben will you be back for the 8/13 meeting?

Below is a laundry list of priorities mentioned:
- Ensuring police salaries are competitive
- Filling potential police leadership vacancies
- Identifying a comprehensive, long-term solution to workforce housing
- Financial resiliency in a potentially looming economic downturn
- Capital planning/funding, in general but also in a potentially looming economic downturn
- Water resiliency
- Mobility, especially for those with any level of disability
- Support for identifying Aquatics Center preferred alternative
- Solar partnerships
- Maintaining an awareness of surrounding communities
- Employee retention
- Downtown parking
- Assessing the carrying capacity of Carbondale

Dan Richardson,
Mayor of Carbondale
(970) 510-1345