# CARBONDALE BOARD OF TRUSTEES
## REGULAR MEETING
### APRIL 11, 2017
#### CARBONDALE TOWN HALL
#### 511 COLORADO AVENUE
#### 6:00 P.M.

**STUDENT OF THE MONTH AWARD**

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<tr>
<th>TIME*</th>
<th>ITEM</th>
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<tr>
<td>6:10</td>
<td>1.</td>
<td>Roll Call</td>
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<td>6:10</td>
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<td></td>
<td>a.</td>
<td>Accounts Payable</td>
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<td>b.</td>
<td>BOT 3/14/17 Regular Meeting Minutes</td>
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<td>c.</td>
<td>BOT 3/21/17 Work Session Minutes</td>
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<td>d.</td>
<td>BOT 3/28/17 Regular Meeting Minutes</td>
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<td>Award of Crystal Well Bid &amp; Contract</td>
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<td>f.</td>
<td>Memorandum of Understanding – Town and Mt. Sopris Historical Society Re: Grant Management</td>
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<td>g.</td>
<td>Architectural Contract – Thompson House</td>
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<td>Liquor License Renewal – River Valley Ranch Master Association</td>
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<td>Liquor License Renewal – Beijin-Tokyo</td>
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<td>j.</td>
<td>Resolution No. 4, Series of 2017 - Adoption of Salary Survey</td>
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<td>k.</td>
<td>Environmental Board – Recommendation for Appointment</td>
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<td>Special Counsel Comments – Thompson Divide</td>
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<td>8. Special Event Liquor License – KDNK Dandelion Day</td>
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<td>9. Modification of Premises/Revocable License Agreement - Phat Thai</td>
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<td>6:50</td>
<td>10. Modification of Premises/Revocable License Agreement – Senior Taco Show</td>
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<td>6:55</td>
<td>11. <strong>Public Hearing</strong> - Retail Marijuana Store – Transfer of Ownership Applicant: Daniel Griffin Location: 259 Main Street</td>
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<td>12. <strong>Public Hearing</strong> – Retail Marijuana Store – Transfer of Location Applicant: Daniel Griffin Location: 304 Highway 133</td>
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<td>13. Administrative Reports/Correspondence</td>
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<td></td>
<td>a. Environmental Board 2/27/17 Minutes</td>
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<td>b. Community Grant Thank You Letters</td>
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<td>c. Revolving Loan Fund – 1st Quarter Report</td>
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<td>14. Adjourn Regular Meeting</td>
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<td>15. Good Governance Training Department of Local Affairs Room 2</td>
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* Please note: times are approximate
Board of Trustees Agenda Memorandum

Item No: Attachment A

Meeting Date: 04.11.17

TITLE: Accounts Payable

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Accounts Payable for 04.11.17

DISCUSSION: The accounts payable include 55 new parking stops for the Town Hall parking lot for $5,362.50. Payment for the beginning of the project on the 3rd Street Construction project to Johnson Construction for $65,246.71 is included. The new police car radar for $3,012.50 is being paid and the new car should be in service next week. A new water bottle filling station has been installed at the Recreation Center costing $3,950.00.

The payroll for 4.7.17 was $135,202.41. Tax liability for the town was $7,640.30. Pension and Retirement liability was $9,270.89.

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

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| 41-4336-3410 | UTILITIES                | 92495      | BLACK HILLS ENERGY WATER GARAGE | 3/10/17    | 9653  | 03/10/2017   | 74.20    |
| 41-4336-3410 | UTILITIES                | 92495      | BLACK HILLS ENERGY UTIL ADMIN (1/2) 171 HWY 133 | 3/10/17    | 9653  | 03/10/2017   | 48.93    |
| 41-4336-3410 | UTILITIES                | 10802      | CENTURYLINK 1662 RFWTP | 1403946560 | 9668  | 03/11/2017   | 7.39     |
| 41-4338-3410 | UTILITIES                | 25760      | HOLY CROSS ENERGY UTIL ADMIN 1/2 | 3/20/17    | 9665  | 03/20/2017   | 84.05    |
| 41-4338-3410 | UTILITIES                | 54500      | VERIZON WIRELESS CELL PHONE WATER | 9782165486 | 9669  | 03/15/2017   | 104.58   |
| 41-4338-3410 | UTILITIES                | 57786      | XCEL ENERGY 350 CR 101 | 3/15/17    | 9656  | 03/15/2017   | 13.45    |
| 41-4338-3410 | UTILITIES                | 57786      | XCEL ENERGY HOLLAND RVR PUMP | 3/15/17    | 9656  | 03/15/2017   | 10.54    |
| 41-4338-3410 | UTILITIES                | 57786      | XCEL ENERGY RFWTP | 3/15/17    | 9656  | 03/15/2017   | 273.69   |
| 41-4338-3410 | UTILITIES                | 57786      | XCEL ENERGY CRYSTAL WELL | 3/15/17    | 9656  | 03/15/2017   | 256.72   |
| 41-4338-3410 | UTILITIES                | 57786      | XCEL ENERGY NC PRV | 3/15/17    | 9656  | 03/15/2017   | 49.01    |
| 41-4338-3410 | UTILITIES                | 57786      | XCEL ENERGY SEBREE RVR PUMP | 3/15/17    | 9656  | 03/15/2017   | 302.41   |
| 41-4338-3410 | UTILITIES                | 57786      | XCEL ENERGY WIRELESS TOWER | 3/15/17    | 9656  | 03/15/2017   | 57.97    |
| 41-4338-3410 | UTILITIES                | 57786      | XCEL ENERGY RVR WATER TANK | 3/15/17    | 9656  | 03/15/2017   | 27.46    |

**Total WATER DEPT:** 1,613.92

| 75-4550-3410 UTILITIES (ELECTRIC) | 57780 | XCEL ENERGY | REC CENTER | 3/15/17 | 9656  | 03/15/2017 | 1,093.50 |

**Total RECREATION CENTER:** 1,093.50

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**Total RECREATION CENTER:**

| 75-4512-3410 | UTILITIES | 10665 | CEDAR NETWORKS                  | 241215     | 9693    | 04/03/2017   | 50.00   |

**Total MUNICIPAL POOL DEPT:**

| 75-4800-0366 | RIDING ARENA | 38420 | PACIFIC SHEET METAL             | 26751      | 1016154 | 04/03/2017   | 2,865.00 |
| 75-4800-0366 | RIDING ARENA | 41700 | R & A ENTERPRISES               | 37558      | 1016155 | 03/20/2017   | 4,211.60 |
| 75-4800-0366 | RIDING ARENA | 54020 | VALLEY LUMBER                   | 1514011525 | 1016156 | 03/21/2017   | 2,227.69 |
| 75-4800-0366 | RIDING ARENA | 54020 | VALLEY LUMBER                   | 1514011525 | 1016156 | 03/21/2017   | 19.14   |

**Total RECREATION SALES & USE TAX:**

| 77-4500-5320 | MERCHANT FEE | 76333 | MUNIRevs                        | 494        | 9672    | 03/25/2017   | 175.08  |

**Total:**

| Grand Totals |          |          |                                   |            |        |              | 165,976.92 |

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*Payment Approval Report - by GL No*


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Apr 05, 2017 04:18PM
MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
MARCH 14, 2017

STUDENT OF THE MONTH

Students from Carbondale Middle School and Carbondale Community School were in attendance to receive the “Student of the Month” award. The following students were awarded a Certificate of Achievement from Mayor Dan Richardson:

Hayden Everett          Hazel Jenkins
Daniel Cortes Lopez     Dayanna Gomez

CALL TO ORDER:

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on March 14, 2016 at 6:10 p.m. in the Town Hall meeting room.

ROLL CALL:

The following members were present for roll call:

Mayor                     Dan Richardson
Trustee                   Heather Henry
                          Ben Bohmfalk
                          Katrina Byars
                          Marty Silverstein
                          Erica Sparhawk
Absent
    Trustee               Frosty Merriott

Staff Present:

    Town Manager           Jay Harrington
    Town Clerk             Cathy Derby
    Town Attorney          Mark Hamilton
    Public Works Director  Kevin Schorzman

CONSENT AGENDA

• Accounts Payable totaling $201,939.19
• BOT 2/21/17 Work Session Minutes
• BOT 2/28/17 Regular Meeting Minutes
• Nettle Creek Fire Mitigation Bid
Trustee Meeting Minutes
March 14, 2017

- Letter of Support – Stream Gauge Special Permit Application – Nettle Creek
- Liquor License Renewal Application – Pop’s Liquor
- Liquor License Renewal Application – Pour House
- Environmental Board – Waste Diversion Day; Expenditure of Funds – Ad in Fashion Show Brochure
- Bike, Pedestrian & Trails Commission – Recommendations for Reappointment

CONSENT AGENDA

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

6 yes votes: Bohmfalk, Silverstein, Sparhawk, Richardson, Henry, Byars

PERSONS PRESENT NOT ON THE AGENDA

There was no one present who wished to address the Board.

TRUSTEE COMMENTS

Trustee Byars stated that she attended the Garfield County Clean Energy Board meeting where they discussed the final outcomes on their planning effort. They talked about goals which include clean energy - 20% reduction in consumption and a 20-50% increase in renewable energy.

Trustee Silverstein informed the Board that the American Legion is hosting a St. Patrick’s Day Party on Friday; the cost is $10.

Trustee Henry told the Board that she received an update from Bill Lamont on the progress of the Regional Affordable Housing Authority. They are waiting to set official meetings with Pitkin County, Aspen and Basalt.

Mayor Richardson stated that he attended an event sponsored by the Valley Settlement Project. He said it’s inspiring to see what they are doing to engage the community. He also toured el busito (mobile classroom). In addition, Mayor Richardson attended the Garfield County Clean Energy Board meeting. Mayor Richardson also attended the RFTA Board meeting; the Access Control Plan, which is close to being adopted, was discussed. At the April meeting they will be discussing the proposed regional transportation center. Mayor Richardson attended the Chamber luncheon as well. They discussed demographic information/trends and what is driving economic development.
Mayor Richardson announced that the Colorado Municipal League will be hosting a symposium in Glenwood Springs on April 26th and he encouraged the Board to attend.

Mayor Richardson thanked the Garfield County District Attorney’s office for their handling of the recent armed robbery.

Mayor Richardson stated that the Third Street improvements project will be starting on Monday, March 20th. The street will be closed and updates will be available on the Town’s website.

Mayor Richardson stated that his family is doing a trash experiment. They have switched haulers, they now have composting pick-up service, they are sharing recycling and they are diverting more waste at a reduced cost. He said there are a lot of good options to choose from.

**ATTORNEY’S REPORT**

The attorney did not have a report.

**SPECIAL EVENT LIQUOR LICENSE – ROARING FORK OUTDOOR VOLUNTEERS**

Roaring Fork Outdoor Volunteers has applied for a Special Event Liquor License for an event to be held at the Third Street Center. All fees have been paid, and the Police Department has reported no problems with the applicant or the premises.

Trustee Silverstein made a motion to approve Roaring Fork Outdoor Volunteers’ Special Event Liquor License Application. Trustee Henry seconded the motion and it passed with:

* 6 yes votes: Byars, Sparhawk, Richardson, Silverstein, Bohmfalk, Henry

**SPECIAL EVENT LIQUOR LICENSE – BLUE LAKE PRESCHOOL**

Blue Lake Preschool has applied for a Special Event Liquor License for their annual fundraiser to be held at the Orchard. All fees have been paid and the Police Department has reported no problems with the applicant or the premises.

Trustee Henry made a motion to approve Blue Lake Preschool’s Special Event Liquor License Application. Trustee Sparhawk seconded the motion and it passed with:

* 6 yes votes: Henry, Richardson, Silverstein, Sparhawk, Byars, Bohmfalk
BIKE/PEDESTRIAN/TRAILS COMMISSION (BPT) – PRIORITY CORRIDORS AND PRIORITY AFTER DARK CORRIDORS

Darryl Fuller of the BPT was present at the meeting. Darryl explained that the BPT held two (2) public meetings to address nighttime safety. Darryl noted that the majority of the attendees stated that they don’t use the Rio Grande Trail at night because they don’t feel it is safe and there are safer options. Trustee Byars stated that it is a priority to her to make the Rio Grande Trail safe at night.

The Board reviewed the map and agreed with the proposed priority corridors and nighttime priority routes. It was agreed that the map should be included in our capital planning, it should be placed on the Town’s website, possibly in a GIS format, and it should be included in the next update to the Parks and Recreation Master Plan. The BPT will work with Think Colorado.com to incorporate the multi-modal priority (safety) maps in their Carbondale map.

Discussion ensued on the BPT’s proposed infrastructure improvements to improve the multi-modal network and the following points were made:

- We need to focus on where to spend very limited funds – we need to fill in the gaps.
- The green bike routes signs need to be taken down - they are confusing.
- The Colorado Rocky Mountain School connectivity is not a high priority.
- Explore lighting the Rio Grande Trail (longer-term priority)
- Investigate getting the priority map in to Google Maps, identify where we have lights

It was noted that the police will give anyone a ride home – this information should be posted at the Park-n-Ride lot and around Town. The self-defense course being offered by the Town should be advertised.

NEO FIBER STUDY

Diane Kruse of Neo Connect was present at the meeting. She told the Board that Neo Connect was hired by Garfield and Mesa Counties to do a co-county broadband study. Diane stated that installing broadband is expensive but it can be accomplished at a lesser cost by undertaking the following steps:

1. Municipalities can establish broadband friendly policies and ordinances (dig once policy, shadow conduit), offer tax incentives and permit use of existing assets.
2. Encourage smart conduit construction to gain assets and attract partners.
3. Connect community anchor institutions (health care institutions, schools, fire departments, etc.)
4. Lastly, connect fiber to homes and businesses.
It was noted that most of Carbondale’s citizens have access to cable and wireless technology.

**CLEER AND CORE – PRIORITY ENERGY PROJECTS**

Trustee Sparhawk, a CLEER employee, recused herself and left the meeting.

At a previous meeting the Trustees asked CLEER AND CORE to provide a scope of services to help Carbondale achieve its climate goals. CLEER presented the following (proposed) list of services:

- Low-income Program ($15,000) – Includes home energy site visits, leveraging grant funding from the utility companies.
- Implement Plan for getting Town facilities on the path to being carbon-free ($6,000).
- Business Energy Efficiency Campaign ($10,000) – leverage financing to provide upgrades, provide bonus rebates, increase awareness of the value of energy efficiency, develop case studies
- Finalize the Climate Action Plan and Conduct Community Outreach ($8,000) – develop an Executive Summary, provide presentations to local organizations.
- Carbondale Climate-Friendly Transportation ($3,000) - support Carbondale Bike Week efforts, offer seed funding for a small workshop on climate-friendly transportation.
- Free Energy Assessment for New Home Buyers ($5,000) – offer up to 20 homebuyers free Energy Smart home energy assessments.

CORE presented the following Scope of Services for 2017:

- Continue to Provide Support to the Environmental Board - attend monthly meetings, provide technical support and guidance.
- Explore Anaerobic Digestion Opportunities & Costs – assess how regional municipal solid waste can use anaerobic technology to generate biogas
- Permit Research for Nettle Creek Hydroelectric – pursue necessary permits to help with the development of a hydroelectric facility at Nettle Creek.

Discussion ensued.

Trustee Byars stated that she was hoping that CLEER and CORE would propose renewable energy projects. Mona Newton of CORE stated that CORE will continue to offer rebates and they will search for grants.

The Board encouraged CLEER and CORE to simplify the Climate Action Plan and to focus on marketing it.
The Board asked CLEER and CORE to delay the Climate-Friendly Transportation project until after the April Work Session when the Board will be discussing mobility.

Trustee Byars made a motion to approve CLEER and CORE’s Scope of Services for 2017. Trustee Silverstein seconded the motion and it passed with:

5 yes votes: Byars, Henry, Bohmfalk, Richardson, Silverstein

Trustee Sparhawk returned to the meeting.

**HOLY CROSS UNDERGROUNDING PROJECT**

Kevin Schorzman explained that Holy Cross approached the Town with a proposal to underground a portion of their electrical line that cuts through Miner’s Park. The new alignment will work better with the use of Miner’s Park as it will move the underground line more towards the northern edge of the park and not under the portion that is used for soccer. Staff is supportive of Holy Cross’ plan to underground this section of their system. If approved, the Town would contribute a total of $32,500 to offset a portion of the cost of the project. The money would be taken from the Community Enhancement Fund.

The Board unanimously supported the Holy Cross Undergrounding project.

**RFTA LONG TERM PLANNING PROCESS UPDATE**

Joe Krakum, of Parsons, and Laura Kirk of DHM, were present at the meeting.

Joe explained that Parsons and DHM are conducting a study for RFTA on how to optimize transit to meet their future transportation demands. Joe gave an overview of the study.

Discussion ensued and the following points were made:

- Trustee Byars stated that she wants accessibility to senior housing to be a top priority for Carbondale.
- Trustee Silverstein stated that communities need to pay their fair share for bus services.
- Trustee Silverstein stated that since inception of the BRT there has been inadequate parking in Carbondale; RFTA needs to plan accordingly.
Mayor Richardson stated that regional connectivity should be a priority as should planning for micro transit solutions.

**ADJOURNMENT**

The March 14, 2017, regular meeting adjourned at 9:00 p.m. The next regularly scheduled meeting will be held on March 28, 2017 at 6:00 p.m.

**APPROVED AND ACCEPTED**

________________________
Dan Richardson, Mayor

**ATTEST:**

________________________
Cathy Derby, Town Clerk
MINUTES
CARBONDALE BOARD OF TRUSTEES
WORK SESSION
MARCH 21, 2017

CALL TO ORDER:

Mayor Dan Richardson called the Board of Trustees Work Session to order on February 21, 2017 at 6:02 p.m. in the Town Hall meeting room.

The following members were present:

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<td>Kevin Schorzman</td>
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ENVIRONMENTAL CHARTER STRATEGIC PLANNING

The Board met with Scott Mills and Patrick Hunter, members of the Carbondale Environmental Commission and discussed environmental charter strategic planning.

The board plans to expand on the idea of creating an environmental charter, and plans create a set of “environmental guiding principles” that will impact more than just environmentally related decisions or serve as just an ecological mission. The board would like the environmental guiding principles to impact financial, social, and environmental decisions of the Town and serve as a guide impacting all decisions. The principals will be referenced in the Town’s mission statement.

This item is reserved for further discussion, from which guiding principles are to be created.

BUDGET DISCUSSION

The Board met with Renae Gustine, Finance Director, regarding the annual budget.

The board would like the budget to tell a story of the town, not just in numbers. The evolutionary budget process takes 6 months of the year, and audits take place the other 6 months of the year. During the budget building process the Finance Director provides budget updates to the board. The budget is a complex, with many funds, and
Trustee Meeting Minutes  
January 17, 2017

It can be difficult for the lay person to understand. The audits are looking for opportunities to consolidate funds this year.

Per the board request Renae Gustine, Finance Director, will provide some educational materials to the board to help them better understand the budget process and the Town budget.

**WATER RATES & TAP FEES**

The Board met with Kevin Schorzman, Public Works Director, and Mark O'Meara, Utilities Director, to discuss water rates and tap fees.

The following points were made:

- $34 million invested in water, including 3 treatment plants & 40 miles of pipe, which needs to be properly maintained. With the current rate and tap fee structure, the funds will not be available when needed.
- Carbondale needs to grow capital funds for upcoming replacements.
- There are fixed costs regardless of use, and the present rating and tap fee structure doesn't cover fixed costs. Funds are being depleted.
- An enterprise versus tax model was discussed, and the consensus was that an enterprise system meets Carbondale’s needs better than a tax model.
- The board is open to financing plant replacement, but would like to steer away from any financing of repairs and maintenance.
- The board recognizes a need to increase the rates.
- The board would like a fee assistance program for low income families in Carbondale, such as Holy Cross or Lift Up.

This item is reserved for later discussion at the May 23, 2017 board meeting. Kevin Schorzman and Mark O'Meara will continue research and return to the board with a proposed fee structure. Jay Harrington will explore options for a low income fee assistance program.

**ADJOURNMENT**

The March 21, 2017 work session adjourned at 8:47 p.m. The next regular scheduled meeting will be held on March 28, 2017, at 6:00 p.m.

APPROVED AND ACCEPTED

_________________________
Dan Richardson, Mayor

ATTEST:

_________________________
Angie Sprang, Clerk Assistant
MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
MARCH 28, 2017

CALL TO ORDER:

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on March 28, 2017, 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             Ben Bohmfalk
                      Marty Silverstein
                      Erica Sparhawk
                      Heather Henry

Arrived After Roll Call:
Trustee              Frosty Merriott

Absent:
Trustee              Katrina Byars

Staff Present:
Town Manager         Jay Harrington
Town Clerk           Cathy Derby
Town Attorney        Mark Hamilton
Planning Director    Janet Buck
Planner              John Leybourne
Finance Director     Renae Gustine

CONSENT AGENDA

- Accounts Payable totaling $270,745.48
- Liquor License Renewal – Thunder River Theatre
- Garfield County Grant in Lieu of Road & Bridge Mill Levy

CONSENT AGENDA

Trustee Bohmfalk asked if this is the last year we will receive the Garfield County Grant. Jay responded that Garfield County has not made a commitment, but it will be one of the items scheduled for discussion at the BOT/Commissioner annual meeting.
Trustee Henry made a motion to approve the Consent Agenda. Trustee Silverstein seconded the motion and it passed with:

5 yes votes: Henry, Bohmfalk, Silverstein, Richardson, Sparhawk

PERSONS PRESENT NOT ON THE AGENDA

There was no one present who wished to address the Board.

TRUSTEE COMMENTS

Trustee Silverstein announced that KDNK recently raised $70,000. He also mentioned that Roaring Fork High School Project Graduation, a party for seniors on graduation night, is accepting donations.

Trustee Silverstein stated that the Carbondale Homeless Coalition provides a free lunch on the first and third Saturday of the month - usually 30 people show up. The Coalition has set up an account at Misers; you can donate clothing, etc. and apply it to their account.

Trustee Henry stated that she attended the Environmental Board meeting last night. The Roaring Fork Conservancy Director gave an update on their Watershed Plan. They would like to make the same presentation to the Trustees.

Trustee Henry informed the Board that Waste Diversion Day has been scheduled for April 29th; they are looking for volunteers. Trustee Henry also announced that Dandelion Day is May 13th; they are looking for sponsors.

Trustee Sparhawk announced that a coffee shop is opening in the Third Street Center. Also, the Third Street Center gym is undergoing a huge renovation and fundraising is underway to offset the costs.

Trustee Merriott arrived at the meeting.

Mayor Richardson stated that he will be attending the CORE Board retreat tomorrow.

Mayor Richardson informed the Board that the Public Hearing for 1st Bank Final Subdivision Plat has been postponed due to non-compliance of public noticing requirements.

ATTORNEY’S REPORT

The attorney did not have a report.
MODIFICATION OF PREMISES – ALLEGRIA

Staff explained that the restaurants on Main Street that erect a deck for outdoor dining in the summer must annually apply for a modification of premises, and must sign a Revocable License Agreement. No complaints have been received pertaining to Allegria’s outdoor dining and staff recommends approval.

Trustee Bohmfalk commented that the outdoor decking adds vibrancy to the downtown core and he loves the concept.

Trustee Bohmfalk made a motion to approve the Modification of Premises Application for Allegria and to authorize the Town Manager to sign the Revocable License Agreement. Trustee Silverstein seconded the motion and it passed with:

6 yes votes: Silverstein, Sparhawk, Bohmfalk, Merriott, Richardson, Henry

SPECIAL EVENT LIQUOR LICENSE – CARBONDALE PUBLIC ARTS COMMISSION

The Carbondale Public Arts Commission (CPAC) has applied for a Special Event Liquor License for an artist’s reception at the Launchpad. All fees have been paid and the Police Department has reported no problems with the applicant or the premises.

Trustee Silverstein made a motion to approve The Carbondale Public Arts Commission’s Special Event Liquor License Application. Trustee Sparhawk seconded the motion and it passed with:

6 yes votes: Bohmfalk, Richardson, Silverstein, Sparhawk, Henry, Merriott

SPECIAL EVENT LIQUOR LICENSE(S) – 5 POINT FILM FESTIVAL

5 Point Film Festival has applied for 6 Special Event Liquor Licenses for their annual film festival. All fees have been paid and the Police Department has reported no problems with the applicant or the premises.

Trustee Sparhawk made a motion to approve 5 Point Film Festival’s Special Event Liquor License Application for 567 Colorado Avenue. Trustee Silverstein seconded the motion and it passed with:

6 yes votes: Bohmfalk, Richardson, Silverstein, Sparhawk, Henry, Merriott

Trustee Sparhawk made a motion to approve 5 Point Film Festival’s Special Event Liquor License Application for 76 S. 4th Street. Trustee Silverstein seconded the motion and it passed with:

6 yes votes: Richardson, Silverstein, Sparhawk, Henry, Merriott, Bohmfalk
Trustee Sparhawk made a motion to approve 5 Point Film Festival’s Special Event Liquor License Application for 19 N. 4th Street. Trustee Silverstein seconded the motion and it passed with:

6 yes votes: Silverstein, Sparhawk, Henry, Merriott, Bohmfalk, Richardson

Trustee Sparhawk made a motion to approve 5 Point Film Festival’s Special Event Liquor License Application for 201 Main Street, Unit 101A. Trustee Silverstein seconded the motion and it passed with:

6 yes votes: Sparhawk, Henry, Merriott, Bohmfalk, Richardson, Silverstein

Trustee Sparhawk made a motion to approve 5 Point Film Festival’s Special Event Liquor License Application for 400, 567 & 598 Colorado Avenue. Trustee Silverstein seconded the motion and it passed with:

6 yes votes: Henry, Merriott, Bohmfalk, Richardson, Silverstein, Sparhawk

Trustee Silverstein made a motion to approve 5 Point Film Festival’s Special Event Liquor License Application for Thunder River Theatre Parking Lot Colorado Avenue. Trustee Silverstein seconded the motion and it passed with:

6 yes votes: Merriott, Bohmfalk, Richardson, Silverstein, Sparhawk, Henry

**PUBLIC HEARING – 1st BANK FINAL SUBDIVISION PLAT**

This item was postponed due to non-compliance of public noticing requirements.

**PUBLIC HEARING – HERITAGE STORAGE ANNEXATION**

Applicant: Dr. Ron Stein, Huntington, LP
Location: N. of Xcel Substation, Highway 133

John Leybourne state that a petition for annexation of a 2.602 acre parcel located to the north of the Xcel substation along Highway 133 has been submitted to the Town. The proposal is to zone the parcel Commercial/Retail/Wholesale (R/W) in order to construct a self-storage facility. The applicant did not submit an application for Rezoning and Site Plan Review. The applicant has suggested that the Board consider a “Pre-Development Agreement” to work through issues that are related to the annexation. This is not customarily done by the Town. Staff recommends the public hearing be continued to May 23, 2017 to allow time for the land use application to catch up with the process.

The applicant’s planner Mark Chain, and architect Bruce Jordan, asked the Board to provide feedback (concerns, wish lists, etc.) on the project at tonight’s meeting.
Discussion ensued, and the following questions were asked, or points made:

- How many storage units are proposed: 600.
- What are the benefits/impacts: traffic will be light in comparison to retail – 2.4 trips per day per 1,000 sq. ft., and little police/fire presence will be required
- What are the fiscal impacts: more property taxes, small sales revenue. The Board asked if the applicant would consider a rental fee dedicated to the Town which would be allocated to the Affordable Housing Fund. The applicant stated that their real estate taxes will be $80,000/yr. They offered to improve the landscaping on Highway 133 (screen the substation)
- The Board stated it would be zoned commercial – the Town needs to consider the revenue it would generate. The applicant stated it will be awhile before it is profitable due to competition, and they want to keep their overall expenses down as much as possible.
- The Board asked if they would consider building some housing units on the land. The applicant responded that they don’t know – this isn’t a housing development.
- The Board talked about trail connectivity - is it possible for the trail to stay on Highway 133.
- What is the plan for signage: they don’t know, it is still in the conceptual stage.
- The Board stated that there are very limited undeveloped parcels left in Town. Members of the Board felt the project doesn’t meet annexation criteria (going above and beyond).
- Members of the Board are concerned about the size/scale of the building.
- Members of the Board don’t see the financial benefits of the project and they don’t feel that the community will be excited about the project.

Mayor Richardson opened the meeting to public comment. No one present wished to address the Board so Mayor Richardson closed the public comment.

- Members of the Board appreciate the aesthetics and that they are re-defining self-storage, but it’s 500 linear feet – this will be astonishing to people considering City Market is 300 linear feet.
- Members of the Board believe that trees will not screen the substation.
- Members of the Board want other options that mix uses.
- Members of the Board believe that the benefits don’t outweigh the impacts. It is not generating revenue, we are not gaining housing, it’s a gateway property so the aesthetics matter, it is out of place, the scale is daunting.
- A member of the Board stated he looks at it as an investment to the community. If the apartments are built near the proposed new City Market the storage units will become more valuable – he is open to conversation.

Trustee Henry made a motion to continue the public hearing to May 23, 2017. Trustee Silverstein seconded the motion and it passed with:

6 yes votes: Henry, Bohmfalk, Merriott, Richardson, Sparhawk, Silverstein
RESOLUTION NO. 4, SERIES OF 2016 – MSEC UPDATED SALARY SURVEY

Jay Harrington told the Board that the last salary survey was done in 2014. The Board approved an update to the survey be done in 2017 due to changing economics in the State.

Candy Siderius, of Mountain States Employment Council, who conducted the survey, gave a presentation on the methodology, study overview, and proposed ranges. A resolution to adopt the 2017 Salary Survey was provided in the packet.

Discussion ensued.

The majority of the Board was not comfortable with the clause “the Town hereby approves that any wage below the minimum for the position’s salary grade is brought up to minimum for the year 2017.” They would like to add a clause that states the Town strives to reach mid-point of the average of each salary grade when applicable.

The Board also directed staff to add a clause stating that a salary survey will be done every three years.

The Board directed staff to place the amended Resolution No. 4, Series of 2017, on the April 11th Consent Agenda for consideration of approval.

ADJOURNMENT

The March 28, 2017, regular meeting adjourned at 8:45 p.m. The next regularly scheduled meeting will be held on April 11, 2017 at 6:00 p.m.

APPROVED AND ACCEPTED

____________________________
Dan Richardson, Mayor

ATTEST:

____________________________
Cathy Derby, Town Clerk
Board of Trustees Agenda Memorandum

Item No: 2
Attachment: E
Meeting Date: April 11, 2017

TITLE: Award of Bid for Crystal Well Treatment Plant Upgrades

SUBMITTING DEPARTMENT: Utilities

ATTACHMENTS: Proposal comparison
Water Quality Control Division Evaluation of Source Classification Requirements for Reclassification to Ground Water Under Direct Influence of Surface Water
SGM estimated costs
Construction contract

BACKGROUND:
In order to comply with the EPA Ground Water Rule enacted in 2006, and Water Quality Control Division Evaluation of Source Classification guidelines dated March 25, 2015 the Crystal Well was determined to be Ground Water Under The Direct Influence of Surface Water. The Water Quality Control Division required the Town to have a study performed over the course of several months to determine the changes in water quality parameters of the nearest surface water and the well.

The study required by the regulation involved testing the water from the Crystal well and the closest active surface water source for specific parameters over a period of time. The samples were analyzed for bacteriological, temperature, pH, microscopic particulates, and specific conductance.

The results of the study were compiled and sent to the State for their evaluation and determination of the well classification. The State evaluation was received January 22, 2016 stating that the Crystal Well classification was changed from Ground Water to Ground Water Under The Direct Influence Of Surface Water. Compliance for this
classification requires a filtration system and proper clear well contact time for log 4 reduction of viruses and Giardia. Immediate compliance requirements were initiated with monthly reporting the same as the Nettle Creek and the Roaring Fork treatment plants.

**DISCUSSION:**

In response to the reclassification, the Crystal well was taken out of service only to be placed in service as an emergency supply. The design and engineering for the filtration system has been completed by SGM. An Authorization of Construction application was sent to the State based on SGM’s design. Due to the timing for this project, staff assessed the risk of pre-purchasing the equipment with the possibility that the design may need to be adjusted to meet State requirements. This was deemed to have minimal impact to the materials ordered. Due to the low probability of changes to the design, the Town has pre-purchased the long lead time items including pumps, filter system, pump controllers, telemetry and control system, and instrumentation for compliance monitoring.

Based on discussions with the State on April 5, 2017, we anticipate initial review comments from the State the week of April 10, 2017. Since all of the pre-purchased items are scheduled to be delivered by May 12th, staff anticipates State approval to align with pre-purchased material delivery.

Advertisement for proposals and bids for the demolition, construction, and installation of the treatment system occurred in March 2017. A pre bid meeting was held for this project on March 21st with bids due on April 4th. Three bids were received. The bids ranged from $98,998 to $187,761. The low bid received was from Mueller Construction Services Inc. out of Glenwood Springs.

**FISCAL ANALYSIS**

To date, the cost for the pre-purchased items amounts to $218,380. This includes proposals for the control and electrical work which were provided by our control contractor and electrician separately. Including the low bid for the project, the total cost for this project is expected to be $317,378. The 2017 adopted budget includes funding for this project.

**RECOMMENDATION**

Staff requests the Town Trustees to approve the low bid and authorize the Mayor to enter into a contract with Mueller Const. Services, Inc. for the construction and installation of equipment in the Crystal Well treatment plant.

Prepared By: Mark O’Meara, Utility Director

---

Town Manager
## Town of Carbondale

**Crystal Wellhouse Improvements Project Bid Opening**  
**April 4, 2017, 10:00 AM**  
**As-Read Bids:**

<table>
<thead>
<tr>
<th>Company</th>
<th>Pre Bid?</th>
<th>Ack. Add #1</th>
<th>Ack. Add #2</th>
<th>Bid Bond Incl.?</th>
<th>Subcont. List?</th>
<th>Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Con Sy Inc.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>$163,100.00</td>
</tr>
<tr>
<td>Mueller Const. Services, Inc.</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>$98,998.00</td>
</tr>
<tr>
<td>Velocity Construction</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>$187,761.00</td>
</tr>
</tbody>
</table>
March 25, 2015

RE: Water Quality Control Division Evaluation of Source Classification

Dear Mr. O’MEARA:

The Water Quality Control Division (the “Division”) has begun an evaluation of the classification of your drinking water sources. This evaluation is necessary to determine whether your sources may be under the direct influence of surface water. The following wells have been classified as groundwater requiring performance monitoring:

- Crystal River No. 2 Well (WL008)

Pursuant to Drinking Water Program Policy 3, Evaluation of Ground Water Sources to Determine Direct Influence of Surface Water and in accordance with Safe Drinking Water Program policy and practice regarding the evaluation of ground water sources to determine direct influence of surface water, the Division formally requests additional water quality monitoring data from CARBONDALE TOWN OF (the “System”). For each location, the following water quality data must be collected:

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Location</th>
<th>Frequency</th>
<th>Sampling Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conductivity and Temperature</td>
<td>WL008 and Irrigation Ditch</td>
<td>2X per 7-day week</td>
<td>April 2015 through October 2015</td>
</tr>
<tr>
<td>Raw water total coliform (w/E. coli)</td>
<td>WL008</td>
<td>1X month</td>
<td>April 2015 through October 2015</td>
</tr>
<tr>
<td>Microscopic Particulate Analysis (MPA)</td>
<td>WL008</td>
<td>3X as specified</td>
<td>1st in April/May 2015, 2nd in June/July 2015, 3rd in August/Sept. 2015</td>
</tr>
<tr>
<td>Aerobic Spores</td>
<td>WL008 and Irrigation Ditch</td>
<td>3X as specified</td>
<td>1st in April/May 2015, 2nd in June/July 2015, 3rd in August/Sept. 2015 Concurrent with MPA</td>
</tr>
</tbody>
</table>

All data from the wells shall be collected after the wells have been producing water for at least five (5) minutes in duration. The water quality data should be collected beginning April 1, 2015 and ending October 31, 2015. Please do not start-up a well for sampling only. If a well has not been operating or will not be operating during the month, please send correspondence indicating that the well was not active.

The three MPA sampling events should include the sample and analysis of total aerobic spores from both the surface water and the water well and/or wells (prior to any treatment, filtration, or chlorination). If a
surface water sample is not possible due to dry conditions, do not take a total aerobic spore sample from the well and make a note to the Division that a sample was not possible for that sampling event.

MPA and Total aerobic spore analyses are commercially available. The following are two laboratories that have demonstrated appropriate analytical methods for detecting bioindicative particulates and counting total aerobic spores:

- **CH Diagnostic, Berthoud, CO, www.chdiagnostic.com, 970-532-2078**
- **Microsearch Laboratory, Grand Junction, CO, www.mslabs.com, 970-241-1446**

The data should be submitted to the Division on a monthly basis and arrive no later than the 10th of the month following the month in which the monitoring occurred. Blank monitoring reporting forms are enclosed for your use. Please make copies of this form as needed. Please send all reports by email to bryan.pickle@state.co.us, by fax to 303-758-1398 or by U.S. Mail to:

**CDPHE - WQCD - B2**
**ATTN: DWCAS-Bryan Pickle**
**4300 Cherry Creek Drive South**
**Denver, CO 80246-1530**

When all data are compiled, the Division will review the water quality data and make a classification determination.

Please be advised that the System may waive the additional monitoring requirements by accepting a classification of “groundwater under the direct influence of surface water” (GWUDI). Any drinking water source determined to be GWUDI must meet the filtration and disinfection requirements of the Surface Water Treatment Rule including daily turbidity and disinfectant residual monitoring.

Please note, the System must perform the sampling during the required schedule in order to be considered for further evaluation as groundwater. The System is required to submit a written response to the Division stating whether the System will conduct the performance monitoring or accept a reclassification in lieu of performance monitoring. This response must be submitted by April 1, 2015.

If you would like assistance in performing the required water quality monitoring and sampling, the Local Assistance Unit of the Division offers free training to prepare you for this data collection process. Proper sampling technique is critical in obtaining representative sample results which will prevent your source from being reclassified due to sampling error, saving you significant time and money. The one-hour training is presented onsite at your system and is designed to provide you with an understanding of the interactions between surface and ground water, an explanation of the regulatory requirements if the determination confirms the reclassification, and a hands-on demonstration of how to sample and measure the required parameters. In addition, the Local Assistance Unit has ten conductivity and temperature meters available for loan during the data collection process. These meters are available on a first come basis. This training is available to all water system personnel, and has been approved for 0.1 training units (TUs) to certified operators.

Please contact David Dani at 303-692-3605 or cdphe.wqdwtraining@state.co.us to request assistance with the data collection process. Requesting assistance does not negate or delay any sampling requirements above.
If you have questions about these requirements, need technical assistance, or would like the electronic version of the enclosed form please call me at 303-692-3527 or email to: bryan.pickle@state.co.us.

Sincerely,

Bryan Pickle, Groundwater Evaluation Specialist
Safe Drinking Water Compliance Assurance Section
Water Quality Control Division

cc: Drinking Water File, PWSID No. CO0123167
January 22, 2016

MARK O’MEARA
CARBONDALE TOWN OF - PWSID CO0123167
511 COLORADO AVE
CARBONDALE CO 81623

Requirements for Reclassification to Ground Water Under Direct Influence of Surface Water

Dear MARK O’MEARA:

The Colorado Department of Public Health and Environment ("Department") notified CARBONDALE TOWN OF ("Supplier") that Crystal River No.2 Well (008) has been reclassified to ground water under the direct influence of surface water (GWUDI). Listed below are the specific regulatory requirements associated with the reclassification.

Treatment

11.8(1)(b)(iv) of the Colorado Primary Drinking Water Regulations 5 CCR 1002-11 ("Regulation 11") requires any ground water source determined to be GWUDI to provide adequate surface water treatment for the source within eighteen (18) months of receiving notification from the Department. Adequate surface water treatment is considered to be a treatment system that is designed and operated to:

1. Achieve at least 99.99 percent (4-log) inactivation and/or removal of viruses and at least 99.9 percent (3-log) inactivation and/or removal of Giardia lamblia cysts. The inactivation of viruses and Giardia lamblia is primarily accomplished by disinfection with chlorine.
2. Achieve at least 99 percent (2-log) removal of Cryptosporidium. Cryptosporidium cyst removal is achieved by filtration.
3. Additionally, the outcome of a source water risk assessment required by the Long Term 2 Enhanced Surface Water Treatment Rule may require additional treatment that is capable of removing/inactivating up to 99.9997 percent (5.5-log) of Cryptosporidium.

Section 11.8 of Regulation 11 requires additional daily turbidity and chlorine residual monitoring. The Supplier should consider the costs and benefits of adding/upgrading treatment to all water sources and the potential for other and future sources to be classified as GWUDI. The Supplier must install adequate surface water treatment by August 1, 2017. Alternatively, the Supplier may discontinue use by physically disconnecting GWUDI sources.
Waterworks Plan and Specification Approval

Section 11.4(1) of Regulation 11 requires plans and specifications associated with the construction or modifications of any waterworks to be submitted to the Department for review and approval. This includes, but is not limited to:

2. Making improvements to or modifying any existing treatment.
3. Initiating the use of a new source.

Approval, for any changes, must be obtained prior to installation/operation. For community water systems, all plans and specifications must be prepared by a Professional Engineer registered in the State of Colorado.

A copy of the design criteria and information regarding plan reviews, including all forms and guidance, can be obtained from the Department’s website at wqcdcompliance.com/eng. If you have technical questions regarding plans and specifications submittal and review or questions about the approval process, please contact the Engineering Section at 303-692-6298.

Interim Measures

The Supplier is required to implement interim measures until full surface water treatment is installed and operational. In order to protect public health and to comply with Regulation 11, all reclassified sources are evaluated by the Department to determine the degree of interim measures that are appropriate until adequate treatment is approved and installed. Until adequate surface water treatment is approved, installed and operational, the following interim measures are required for all reclassified GWUDI systems:

1. A minimum entry point chemical disinfectant residual level of 2.0 mg/L must be maintained at all times unless a Department approved alternative minimum residual level is requested and obtained. Technical questions regarding alternative level approval should be directed to the Engineering Section.
2. If the Supplier would like to request a reduction of the required disinfectant residual, the Supplier must contact the Department by February 21, 2016.

The disinfection residual must be measured, recorded and reported in accordance with the requirements in Sections 11.8(3)(c) and 11.8(3)(f) of Regulation 11, respectively. If additional interim measures are required in the future, the Department will notify the Supplier in writing.

The Supplier must begin maintaining 2.0 mg/L disinfection residual at the entry point served by Crystal River No.2 Well (008) by April 1, 2016. On April 1, 2016, the Supplier must begin daily monitoring and reporting at the entry point. The first monthly operating report (MOR) must be submitted by May 10, 2016 and monthly thereafter. Please visit wqcdcompliance.com/mors for reporting forms and additional reporting instructions.
Monitoring Schedule

As a result of the source water reclassification the Supplier’s monitoring requirements have changed. Please visit wqcdcompliance.com/schedules to access the Supplier’s monitoring schedule and regularly check the website as schedules are updated on a weekly basis. If you have any problems accessing the schedule, or if you do not have computer access, please call 303-692-3556.

If there are any questions regarding the contents of this letter and/or requirements for the Supplier, please contact Lauren Worley by phone at 303.692.3547 or by email at lauren.worley@state.co.us.

File: CO0123167, GARFIELD COUNTY, Community - Surface Water
# ENGINEER’S OPINION OF PROBABLE COST (EOPC)

**PROJECT:** Crystal Wellhouse Improvements  
**SGM NO.:** 2002-169-098  
**DATE:** 16-Mar-17  
**EOPC LEVEL:** 100% Level  
**PREPARED BY:** Ryan Loebach

<table>
<thead>
<tr>
<th>CONSTRUCTION ITEMS</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
<th>% OF (b)</th>
</tr>
</thead>
<tbody>
<tr>
<td>60 hp vertical pump (lumish)</td>
<td>2</td>
<td>ea</td>
<td>$26,683</td>
<td>$53,366</td>
<td>15.2%</td>
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<tr>
<td>Concrete (installed)</td>
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<td>Is</td>
<td>$2,500</td>
<td>$2,500</td>
<td>0.7%</td>
</tr>
<tr>
<td>Baffles (installed)</td>
<td>667.5</td>
<td>ea</td>
<td>$40</td>
<td>$26,700</td>
<td>7.6%</td>
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<tr>
<td>Electrical Scope (lumish and install)</td>
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<td>Is</td>
<td>$20,000</td>
<td>$20,000</td>
<td>5.7%</td>
</tr>
<tr>
<td>Instrumentation/Controls Scope (lumish and install)</td>
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<td>Is</td>
<td>$37,500</td>
<td>$37,500</td>
<td>10.7%</td>
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<tr>
<td>Demolition</td>
<td>1</td>
<td>s</td>
<td>$15,000</td>
<td>$15,000</td>
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<tr>
<td>Piping and supports (lumish)</td>
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<td>Is</td>
<td>$22,500</td>
<td>$22,500</td>
<td>6.4%</td>
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<tr>
<td>Cartridge Filters (lumish)</td>
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<td>Is</td>
<td>$66,200</td>
<td>$66,200</td>
<td>18.9%</td>
</tr>
<tr>
<td>VFD (lumish)</td>
<td>2</td>
<td>ea</td>
<td>$4,250</td>
<td>$8,500</td>
<td>2.4%</td>
</tr>
<tr>
<td>VFD, pump, filters, and all other equipment install</td>
<td>1</td>
<td>ea</td>
<td>$85,000</td>
<td>$85,000</td>
<td>24.3%</td>
</tr>
<tr>
<td>Hatch sco &amp; supply (lumish)</td>
<td>1</td>
<td>Is</td>
<td>$13,000</td>
<td>$13,000</td>
<td>3.7%</td>
</tr>
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**SUBTOTAL OF CONSTRUCTION ITEMS:** $350,266 (a)

<table>
<thead>
<tr>
<th>OTHER CONSTRUCTION COSTS</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>ESTIMATED COST</th>
<th>% OF (c)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bonds/insurance</td>
<td>%</td>
<td>3.0%</td>
<td>$ -</td>
<td>-</td>
<td>0.0%</td>
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<tr>
<td>Management/Superintendent</td>
<td>%</td>
<td>5.0%</td>
<td>$ -</td>
<td>-</td>
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</tr>
<tr>
<td>Labor -Misc., General</td>
<td>%</td>
<td>7.5%</td>
<td>$ -</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Mobilization</td>
<td>%</td>
<td>5.0%</td>
<td>$ -</td>
<td>-</td>
<td>0.0%</td>
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<tr>
<td>Permits/TOV Coordination</td>
<td>%</td>
<td>1.0%</td>
<td>$ -</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Traffic Control</td>
<td>%</td>
<td>0.0%</td>
<td>$ -</td>
<td>-</td>
<td>0.0%</td>
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<tr>
<td>Construction Surveying</td>
<td>%</td>
<td>0.0%</td>
<td>$ -</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Overhead and Profit</td>
<td>%</td>
<td>10.0%</td>
<td>$ -</td>
<td>-</td>
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<tr>
<td>Subsistence</td>
<td>%</td>
<td>0.0%</td>
<td>$ -</td>
<td>-</td>
<td>0.0%</td>
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<tr>
<td>Crane Hoisting/Allowance</td>
<td>%</td>
<td>0.0%</td>
<td>$ -</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Contingencies</td>
<td>%</td>
<td>30.0%</td>
<td>$ -</td>
<td>-</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

**SUBTOTAL OF OTHER CONSTRUCTION COSTS:** $ - (b)

**ENGINEER’S OPINION OF TOTAL CONSTRUCTION COSTS (a) + (b) = (c)** $350,266

**NOTES:**

1. Unit prices used in developing this EOPC were based on vendor quotes, prices from USA Blattrook marked up a percentage to account for installation, and SGM’s database of similar projects.

2. Unit prices and total costs are based on Present Value dollars. Adjustments should be made for years beyond the present year if actual construction occurs in a future year.

3. This EOPC was prepared on the basis of SGM’s experience and qualifications and represents SGM’s judgment as a professional generally familiar with the industry. However, since SGM has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractor’s methods of determining prices, or over competitive bidding or market conditions, SGM cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from SGM’s EOPC.
SECTION 00500

STANDARD AGREEMENT

THIS AGREEMENT, made this _______ day of March ________, 2017, by and between Town of Carbondale, hereinafter called "OWNER", and____________________ doing business as (a Corporation) (an Individual) or (a Partnership), hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of Town of Carbondale Crystal Wellhouse Improvements.

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other service necessary for the construction and completion of the WORK described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 15 calendar days after the date of the NOTICE TO PROCEED and will substantially complete the same by May 31, 2017 unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The Contractor agrees to perform all of the Work described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of $__________________________ US Dollars, as shown on the BID SCHEDULE.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

A. ADVERTISEMENT FOR BID
B. INSTRUCTIONS TO BIDDERS
C. BID
D. BID SECURITY
E. STANDARD AGREEMENT
F. GENERAL CONDITIONS
G. SUPPLEMENTARY GENERAL CONDITIONS
H. PAYMENT BOND
I. PERFORMANCE BOND
J. NOTICE OF AWARD
K. NOTICE TO PROCEED
L. CHANGE ORDER
N. SPECIFICATIONS prepared and issued by SGM, dated 3/3/2017
O. ADDENDA:
   No.____, dated_______________     ___
   ______                        ______

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.
7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in triplicate, each of which shall be deemed an original on the date first above written.

OWNER: ________________________
       Town of Carbondale

BY: ____________________________

NAME: __________________________

(SEAL)

TITLE: __________________________

ATTEST:

_____________________________
(Please Type)

NAME: __________________________

TITLE: __________________________
CONTRACTOR: __________________________

BY: __________________________

NAME: __________________________

ADDRESS: __________________________

(SEAL)

ATTEST:

________________________________

(Please Type)

NAME: __________________________

TITLE: __________________________

END OF SECTION
Board of Trustees Agenda Memorandum

Item No: 2
Attachment: F
Meeting Date: 4/11/17

TITLE: MOU – Town and Mount Sopris Historical Society on Grant Management

SUBMITTING DEPARTMENT: Town Manager

ATTACHMENTS: MOU between the Town and MSHS

BACKGROUND:
The Town of Carbondale and the Mount Sopris Historical Society entered into a contract with History Colorado (Project #2017-01-020) to make various improvements to the Holland Thompson House on 11/29/16. The proposed MOU outlines the roles and responsibilities of each entity in the administration of the grant.

DISCUSSION:
The Town of Carbondale is acting as the fiscal agent for the project. Suzannah Reid is acting as both the Architect and Project Manager for the scope of services as stated in the grant. MSHS is a partner in the project and will be assisting in overseeing the work and selecting the subcontractors for the project.

RECOMMENDATION:
Staff recommends approval of the MOU between the Town and the MSHS.

Prepared By: Jay Harrington

Jay Harrington
Town Manager
April 11, 2017

Beth White
Executive Director
Mt. Sopris Historical Society
P.O. Box 2
Carbondale, CO 81623

Re: Letter of Understanding; Reference- History Colorado Grant Contract #2017-01-020 (the "Contract") Interior and Exterior Preservation (Holland-Thompson House).

Dear Beth:

In accordance with the requirements of the above-referenced Contract, this letter outlines the understanding between the Mount Sopris Historical Society (MSHS) and the Town of Carbondale (Town) and the rehabilitation work to be accomplished in the future to the Holland Thompson House, according to the attached Scope of Work ("SOW").

NOW THEREFORE, IT IS AGREED:


That the Holland-Thompson House is to be the focus of the intended work, as described in the SOW.

That the Town and the MSHS have jointly entered into the attached contract with Suzannah Reid to act as the architect and project manager as per the Contract.

That the Town will act as the fiscal agent for the work to be performed as per the SOW and will process all project payments as per the contract after being approved by Suzannah Reid.

That the MSHS has the permission of the Town to complete the work described in the SOW, and that MSHS will review all pay requests prior to the Town processing payments.
That all expenses and costs associated with the work to be accomplished under the
SOW, as well as those incurred as a result of administering the provisions of the Contract, or in
supervising subcontractors, shall be aligned with the Contract budget.

That the MSHS, of which the undersigned is the authorized representative, and the
MSHS Project Manager, Suzannah Reid, shall have full authority and responsibility to
administer, oversee and supervise the work described in the SOW, as well as the
performance of all consultants and subcontractors, in accordance with and as outlined and
required by the Contract. The Town will assist the MSHS in the recruitment, vetting and hiring
of any and all subcontractors, and provide other assistance as MSHS deems appropriate
and/or necessary.

SIGNED BY THE PARTIES THIS 11th OF APRIL 2017.

Beth White
Executive Director, MSHS

Dan Richardson
Mayor, Town of Carbondale

Attachments:
Legal Description
Contract with Suzannah Reid
Scope of Work (from contract)
Board of Trustees Agenda Memorandum

Item No: 2
Attachment: G
Meeting Date: 4/11/17

TITLE: Architectural Contract – Thompson House

SUBMITTING DEPARTMENT: Town Manager

ATTACHMENTS: Agreement between Town, MSHS and Reid Architects

BACKGROUND:
The Town of Carbondale and the Mount Sopris Historical Society entered into a contract with History Colorado (Project #2017-01-020) to make various improvements to the Holland Thompson House on 11/29/16. The scope of work for the project is an exhibit to the agreement and is attached.

DISCUSSION:
The agreement with Reid Architects is tied to the specific duties outlined in the scope of work for the grant. The costs associated with the contact are included in the grant. The Town of Carbondale is acting as the fiscal agent for the project.

RECOMMENDATION:
Staff recommends approval of the agreement with Reid Architects.

Prepared By: Jay Harrington

Jay Harrington
Town Manager
REID • ARCHITECTS, inc

Beth White, Director
Mount Sopris Historical Society
499 West Blvd
Carbondale CO 81623

Jay Harrington, Town Manager
Town of Carbondale
511 Colorado Ave
Carbondale CO 81623

Via email: behwhitephotography@gmail.com
jharrington@carbondaleco.net

March 31, 2017

Dear Beth and Jay,

Reid Architects is pleased to submit this letter, which will serve as our Proposal and, when signed by you on the Agreement Acceptance line below and returned to our office, shall also represent the Agreement between the parties. The parties to this agreement are the Town of Carbondale and the Mount Sopris Historical Society, hereinafter called the “owner” or “you”, and Reid Architects hereinafter called the “architect” or “I”, for the architectural, historic preservation, and grant administration services stipulated below.

SECTION I - Scope of Services:

Reid Architects will provide architectural services for the Interior and Exterior Restoration - Holland Thompson House Project as defined in the State Historic Fund (SHF) project #2017-01-020. The start date of the contract will be February 1, 2017 and the end date will be December 2, 2018. All work will be performed within the dates stated, any work outside of these dates will not be included under this contract. Architectural scope includes:

1. Startup meetings with the SHF, Town of Carbondale, contractors and subcontractors, and any others required for the proper course of the work and compliance with the grant requirements;
2. The preparation of construction documents for submittal to the SHF, permit drawings as required by the Town of Carbondale, construction drawings and specifications as may be required for the proper execution of the various scopes of work;
3. The preparation of bid packages and assistance with contractor selection and contracting;
4. Coordination of the structural and archæological components of the scope;
5. Preparation of periodic reports and applicable deliverables to be provided to the SHF;
6. Coordination of individual contractors and subcontractors as required to complete the scope of work;
7. Scope shall include any other services as may be defined by or needed for the successful completion of the scope and grant administration.

All work performed will meet the Secretary of the Interior’s Standards for the Treatment of Historic Properties.
SECTION II - Fees and Billing Rates

Compensation for architectural services shall be billed monthly on an hourly basis, in accordance with the progress of the work. The total fee is $16,530 as defined by the State Historic Fund Grant contract. The structural and archeological subconsultants are included under this contract. In the event that the scope of work changes due to site circumstances or other project parameters, the architect shall have the ability to apply for contingency funds as may be available and in accordance with State Historic Fund policies.

Payment is due within 30 days of receipt of invoice. Fees do not include reimbursable expenses.

SECTION III - Reimbursable Expenses

The following items shall be considered reimbursable expenses in addition to the fee above. All expenses shall be billed directly with no additional mark up:

- Direct expenses for the reproduction of drawings, documents, specifications, etc. Postage and Express Mail Services. Photography directly related to the design or presentation of the project.
- Any fees paid to authorities having jurisdiction over the construction of the project.
- Other fees paid to consultants beyond those listed above and as requested by the Owner.

The following expenses will be billed to the client at cost plus 10%:
- Direct expenses for materials, miscellaneous services and equipment as may be required by the scope of work. Any materials, service or equipment will be ordered only with the approval of the owner.

SECTION IV - CONTRACTUAL TERMS

STANDARD OF CARE: Services performed by Reid Architects, Inc., referred to as RA under this agreement will be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the architectural profession practicing under similar circumstances at the same time. RA makes no express warranty, under this agreement or otherwise, in connection with our services.

INVOICING: RA will submit invoices to the Client on a monthly basis. Invoices for work shall contain a calculation used to determine value of work or reference bid documents containing calculation used to determine value of work. Payment is due upon presentation of invoice and is past due thirty (30) days from the invoice date. Client agrees to pay a finance charge of one and one half percent (1 1/2 %) per month on past due accounts. If an invoice becomes more than 60 days overdue the architect may choose to suspend work on the project until payment of all outstanding invoices is received. This would include withholding any work product required for the progress of the Work. Notification, by mail, will be made if work is to be suspended. Client also agrees to pay all costs and expenses, including reasonable attorney's fees incurred by RA relating to collection procedures on overdue accounts.

EXCLUSIONS: The following services are not included in RA's scope of work: land surveying, civil, geotechnical, electrical, mechanical, heating ventilating and air conditioning, or acoustical engineering. Additional subconsultants will be engaged on an as-needed basis for these services and with approval of the Client.

EXTRA SERVICES: The following are not included in basic services provided by RA, but may be provided with specific written authorization by the client paid on an hourly rate and reimbursable expense basis: changes in project scope or magnitude, changes or substitutions proposed by the contractor, changes due to undiscovered conditions, changes in government requirements, changes necessary because of construction cost overruns, revisions that are inconsistent with prior instructions, preparation of materials for and appearance at governmental review committee meetings, homeowners association meetings and any other meetings as needed for the approval of the Client.

PROBABLE CONSTRUCTION COST: The architect does not guarantee or warrant the accuracy of any statement or estimate of probable construction cost.
OWNERSHIP OF DOCUMENTS: All drawings, specifications, reports, calculations and electronic files used as Instruments of Service shall remain the property of Reid Architects, inc, whether the project is executed or not. The Client shall retain the right to use all materials produced in connection with the Project.

LIMITATION OF LIABILITY: The Client agrees to limit RA and its employees', directors', officers', and subconsultants' liability to the client and all construction contractors and subcontractors on the Project, due to RA’s negligent acts, errors, or omissions, such that the total aggregate liability of RA to all those named shall not exceed an amount equal to the limits of RA’s insurance.

TERMINATION: This Agreement may be terminated by either party by seven (7) days written notice. In the event of termination, the Architect shall be compensated for all services performed to termination date, together with all subconsultant expenses and reimbursable expenses incurred to date.

DISPUTE RESOLUTION: All claims, disputes and other matters in controversy between RA and Client arising out of or in any way related to this Agreement will be submitted to mediation with a mutually acceptable mediator in Colorado before and as a condition precedent to other remedies provided by law.

SUCCESSORS AND ASSIGNS: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Client and RA respectively and its successors, assigns, and legal representatives. Neither the Client nor RA shall have the right to assign, transfer, or sublet their interest or obligations hereunder without written consent of the other party.

EXTENT OF AGREEMENT: This Agreement represents the entire and integrated agreement between Client and RA and supersedes all prior negotiation, representations, or agreements, either written or oral. This Agreement may be amended only in written form signed by both Client and RA.

JOBSITE OBSERVATIONS: Site visits made by RA during construction are intended to observe the quality and progress of the construction work and to ascertain whether the work is generally in conformance with the requirements contained in the construction drawings and specifications. RA is not responsible for guaranteeing, directing, or superintending the contractor's work or work methods, safety in, on or near the work site, timeliness in performance of the work, nor any other aspect of construction for which the contractor has responsibility.

CERTIFICATION REGARDING ILLEGAL ALIENS: I certify that RA shall not knowingly employ or contract with an illegal alien to perform work for the State or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien. RA shall verify that it does not employ any illegal aliens, through participation in available verification programs which shall comply with the requirements of HB-06-1343 and or HB06S-1023.

ATTACHMENTS:
  • SHF grant #2017-01-020 Scope of Work and Budget
  • Proof of Insurance – Sample Certificate
REID • ARCHITECTS, inc

I look forward to working on this project with you. Please contact me if you have any questions regarding the extent of our services or our compensation methods.

Sincerely,

Accepted by Mount Sopris Historical Society

Suzannah Reid
Reid Architects, inc.

Date:

Mailing Address:

Email:

Accepted by Town of Carbondale

Date:

Mailing Address:

Email:
SCOPE OF WORK

I. Purpose: The purpose of this project is the preservation of the Holland Thompson House, Carbondale, Colorado.

II. The Scope of Work is as follows:

A. Preservation Activities

1. Architectural & Engineering Services
   a. Provide structural analysis and construction supervision.
   b. Prepare of construction drawings.
   c. Provide archeological services
      1. Monitor all excavation and ground disturbance
      2. Prepare OAHIP site forms and report, as necessary

2. Asbestos Abatement and Bat Remediation
   a. Abate boiler blanket, heat shield paper, and deteriorated pipe insulation in the crawl space.
   b. Provide bat remediation and chemical seal - includes disposal, permits for work and final testing

3. Structural
   a. Install supplemental structural elements and connectors.
   b. Make some repairs and improvements to the existing main level floor framing and roof framing.

4. Masonry
   a. South wall repair and stabilization
   b. Repair and re-point areas as identified in the report and in the field, including removal of previous inappropriate repairs
   c. Repair areas of re-pointing and patching on the foundation wall.

5. Windows
   a. Repair (2) settled windows.
      1. Remove from masonry openings with glass intact
      2. Square to match repaired opening
      3. Repair as needed and return to original opening
   b. Repair (5) windows with deteriorated wood sills and frames
      1. Repair windows in place.

6. Paint
   a. Clean existing paint surfaces and prep for new paint using appropriate methods.
   b. Repair holes and other damaged woodwork
   c. Repair glazing where needed
   d. Apply new high quality paint to all exterior woodwork exclusive of south and north porch enclosures.
7. Install New Boiler
   a. Install new high efficiency boiler in mechanical room.
   b. Reuse existing radiator system.
# PROJECT BUDGET

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<tr>
<td>1. Architectural &amp; Engineering Fees (includes Archaeology)</td>
<td>$16,530</td>
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<td>2. Asbestos Abatement and Bat Remediation</td>
<td>$14,934</td>
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<tr>
<td>3. Structural Improvements</td>
<td>$19,140</td>
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<td>4. Masonry Repairs</td>
<td>$14,505</td>
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<td>5. Window Repair</td>
<td>$3,025</td>
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<td>6. Paint</td>
<td>$17,000</td>
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<td>7. Install New Boiler</td>
<td>$24,294</td>
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<td>8. General Conditions (Permits, Bonding)</td>
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**PROJECT SUBTOTAL***  

$114,928  

* Contingency†   

$11,493  

**PROJECT TOTAL**  

$126,421  

- Grant payments will be based off Project Subtotal amount. Total payments will be the Grant Award percentage of Project Subtotal up to a maximum of the Grant Award Amount.  

† Contingency - Must receive written approval from SHF Staff prior to use.

\[
\begin{align*}
&< 10\% \\
&10\% \text{ to } 25\% \quad \text{Approval} \\
&\geq 25\% \quad \text{Contract Amendment}
\end{align*}
\]
# Certificate of Liability Insurance

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY 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 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**

PUI Agency of Colorado, Inc  
PO Box 3412  
Littleton, CO 80161-3412  
Cindy L. King

**INSURED**

Reid Architects  
Suzannah Reid  
P.O. Box 1303  
Aspen, CO 81611

**CONTACT**

Cindy L. King  
PHONE: 720-485-8116  
FAX: 248-553-8305  
E-MAIL:  
ADDRESS:  

**INSURER(S) AFFORDING COVERAGE**

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**COVERAGE**

**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 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 HEREBIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

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**CERTIFICATE HOLDER**

**SPECIME**

**CANCELLATION**

**SPECIMEN COPY**

**AUTHORIZED REPRESENTATIVE**

© 1988-2014 ACORD CORPORATION. All rights reserved.  
ACORD 25 (2014/01) 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 Renewal for River Valley Ranch Master Association

Date: March 30, 2017

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

Susan Matthews / 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.
RIVER VALLEY RANCH MASTER ASSOCIATION
444 RIVER VALLEY RANCH DR
CARBONDALE CO 81623

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RIVER VALLEY RANCH MASTER ASSOCIATION

Liquor License #

License Type

Club License (city)

Operating Manager

Date of Birth

Home Address

Manager Phone Number

Email Address

Street Address

Mailing Address

444 RIVER VALLEY RANCH DR 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

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), 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

SUSAN CAROL MATTHEWS

Title

FINANCE DIRECTOR

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

3/6/17
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal for Beijin-Tokyo located at 1194 Hwy. 133

Date: March 30, 2017

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

Xiao Liu - Applicant

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

**BEIJIN TOKYO**  
PO BOX 1931  
GLENWOOD SPRINGS CO 81602-1931

## PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

<table>
<thead>
<tr>
<th>Licensee Name</th>
<th>L-SONG INC</th>
<th>DBA</th>
<th>BEIJIN TOKYO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor License #</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>License Type</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Xiao Liu</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Manager Phone Number</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(970) 309-1304</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Home Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Carbondale, CO 81623</td>
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<tr>
<td>Sales Tax License #</td>
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<tr>
<td>Expiration Date</td>
<td>06/12/2017</td>
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</tr>
<tr>
<td>Due Date</td>
<td>04/28/2017</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Street Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1194 HWY 133 CARBONDALE CO 81623-1838</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mailing Address</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PO BOX 1931 GLENWOOD SPRINGS CO 81602-1931</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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: November 30, 2026

153. 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**  
Xiao Liu

**Signature**

**Title**

**Date**  
3/7/2017

## 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 45 and 47, C.R.S. THEREFORE THIS APPLICATION IS APPROVED.

**Local Licensing Authority For**

**Signature**

**Title**

**Date**

**Attest**
RESOLUTION NO. 4
Series of 2017

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO APPROVING THE 2017 TOWN OF CARBONDALE SALARY SURVEY UPDATE

WHEREAS, the Board of Trustees of the Town of Carbondale, Colorado has reviewed and considered the 2017 Salary Survey Update presented by Mountain States Employers Council, a copy of which is attached hereto as Exhibit “A” and

WHEREAS, the Board of Trustees finds and determines that the 2017 Town of Carbondale Salary Survey Update should be implemented as of January 1, 2017, and

WHEREAS, the Board of Trustees desires a competitive compensation package for Town of Carbondale employees.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Town of Carbondale, Colorado hereby approves the 2017 Town of Carbondale Salary Survey Update and directs that it be implemented effective as of January 1, 2017.

BE IT FURTHER RESOLVED that the Board of Trustees of the Town of Carbondale, Colorado hereby adopts a three (3) year cycle for Salary Survey updates.

INTRODUCED, READ AND POSTED this 11th day of April, 2017.

Town of Carbondale, Colorado

By: _________________________________
    Dan Richardson, Mayor

ATTEST:

_______________________________
Cathy Derby, Town Clerk
## Town of Carbondale Proposed Ranges Using Discounted Rates
February 2017 - DRAFT

<table>
<thead>
<tr>
<th>Salary Grade</th>
<th>Percent Between Midpoints</th>
<th>Range Minimum</th>
<th>Range Midpoint</th>
<th>Range Maximum</th>
<th>Range Spread</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>10%</td>
<td>$32,800</td>
<td>$38,500</td>
<td>$44,200</td>
<td>35%</td>
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<td></td>
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<td>$15.77</td>
<td>$18.51</td>
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<td></td>
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<td>$17.40</td>
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<td>$23.46</td>
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<tr>
<td>20</td>
<td>7%</td>
<td>$37,900</td>
<td>$45,500</td>
<td>$53,100</td>
<td>40%</td>
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<td></td>
<td></td>
<td>$18.22</td>
<td>$21.68</td>
<td>$25.53</td>
<td></td>
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<tr>
<td>25</td>
<td>8%</td>
<td>$40,800</td>
<td>$49,000</td>
<td>$57,200</td>
<td>40%</td>
</tr>
<tr>
<td>30</td>
<td>11%</td>
<td>$44,400</td>
<td>$54,400</td>
<td>$64,400</td>
<td>45%</td>
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<tr>
<td>35</td>
<td>7%</td>
<td>$47,300</td>
<td>$58,000</td>
<td>$68,700</td>
<td>45%</td>
</tr>
<tr>
<td>40</td>
<td>8%</td>
<td>$50,000</td>
<td>$62,500</td>
<td>$75,000</td>
<td>50%</td>
</tr>
<tr>
<td>45</td>
<td>13%</td>
<td>$56,300</td>
<td>$70,400</td>
<td>$84,500</td>
<td>50%</td>
</tr>
</tbody>
</table>

### Market Data Discounted by 10%

<table>
<thead>
<tr>
<th>Salary Grade</th>
<th>Percent Between Midpoints</th>
<th>Range Minimum</th>
<th>Range Midpoint</th>
<th>Range Maximum</th>
<th>Range Spread</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td>9%</td>
<td>$61,600</td>
<td>$77,000</td>
<td>$92,400</td>
<td>50%</td>
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### Market Data Discounted by 5 or 10%

<table>
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<th>Salary Grade</th>
<th>Percent Between Midpoints</th>
<th>Range Minimum</th>
<th>Range Midpoint</th>
<th>Range Maximum</th>
<th>Range Spread</th>
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</thead>
<tbody>
<tr>
<td>55</td>
<td>8%</td>
<td>$66,400</td>
<td>$83,000</td>
<td>$99,600</td>
<td>50%</td>
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### Market Data Discounted by 10%

<table>
<thead>
<tr>
<th>Salary Grade</th>
<th>Percent Between Midpoints</th>
<th>Range Minimum</th>
<th>Range Midpoint</th>
<th>Range Maximum</th>
<th>Range Spread</th>
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<tbody>
<tr>
<td>60</td>
<td>15%</td>
<td>$76,300</td>
<td>$95,350</td>
<td>$114,400</td>
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<tr>
<td>65</td>
<td>21%</td>
<td>$92,400</td>
<td>$115,550</td>
<td>$138,700</td>
<td>50%</td>
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<tr>
<td>70</td>
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<td>$114,500</td>
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<td>$177,500</td>
<td>55%</td>
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<tr>
<td>Grade 10</td>
<td>Administration</td>
<td>Planning</td>
<td>Finance</td>
<td>Public Works/Utilities</td>
<td>Police</td>
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<tr>
<td>---------</td>
<td>----------------</td>
<td>----------</td>
<td>---------</td>
<td>------------------------</td>
<td>--------</td>
</tr>
<tr>
<td></td>
<td>Custodian</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 15</td>
<td></td>
<td></td>
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<tr>
<td>Grade 20</td>
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<td></td>
</tr>
<tr>
<td>Grade 25</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 30</td>
<td>Administrative Technician</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Grade 35</td>
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<td>Grade 40</td>
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<td>Grade 65</td>
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</tr>
<tr>
<td>Grade 70</td>
<td></td>
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<td></td>
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</tr>
</tbody>
</table>

Town of Carbondale SALARY GRID (February 2017) - DRAFT -

Prepared by Mountain States Employers Council, Inc.

2017 Town of Carbondale Market Analysis Presentation.xlsx 04/06/2017
BOARD OF TRUSTEES AGENDA MEMORANDUM

TITLE: Environmental Board Member Application Review

SUBMITTING DEPARTMENT: Boards and Commissions

ATTACHMENTS: Environmental Board membership applications from February 27, 2017 meeting

BACKGROUND

On February 27, 2017, the Environmental Board reviewed membership applications submitted by Colin Quinn. The commission moved to recommend the applicant for a full time membership appointment to the Carbondale Environmental Board.

RECOMMENDATION

Town Staff recommends the applicant for a full time membership appointment to the Carbondale Environmental Board.

Prepared by: Angie Sprang
Boards and Commissions Clerk

Town Manager
TOWN OF CARBONDALE

APPLICATION FOR APPOINTMENT OR REAPPOINTMENT
TO TOWN ADVISORY BOARDS AND COMMISSIONS

THIS IS AN APPLICATION FOR APPOINTMENT ___ REAPPOINTMENT ___

NAME OF APPLICANT: Colin Quinn
MAILING ADDRESS: 239 Crystal Rd, Carbondale, CO 81623
STREET ADDRESS OF RESIDENCE:
TELEPHONE (Work) (525) 567-8071 (Home) (525) 567-9014
OTHER PHONE: E-MAIL: colin.quinn152@gmail.com

INDICATE WHERE YOU WOULD LIKE YOUR AGENDAS AND INFORMATIONAL MATERIALS DELIVERED:
Email: colin.quinn152@gmail.com

(If you are seeking reappointment, it is only necessary to fill in your name and those informational items which have changed since you were last appointed.)

BOARD OR COMMISSION FOR WHICH (RE) APPOINTMENT IS SOUGHT:

Environmental Board

NEW APPOINTMENT ONLY:

Describe any special knowledge, abilities, background or interests which you feel will provide a positive contribution to the goals and purposes of the board or commission for which you are seeking appointment. (Attach resume if desired or use an extra sheet of paper if necessary.)

Please see attached

[Signature]

2/2/17

Date

CONGRATULATIONS! The _________________________________ has appointed you to the _________________________________ by official action taken on ______________. Your term will expire _________________________________.

We greatly appreciate your interest and participation in the municipal government process.

Mayor and Board of Trustees
Town of Carbondale
NEW APPOINTMENT ONLY:
Describe any special knowledge, abilities, background or interests which you feel will provide a positive contribution to the goals and purposes of the board or commission for which you are seeking appointment. (Attach resume if desired or use an extra sheet of paper if necessary).

I have a strong professional background in environmental issues, which I briefly describe below. However, I believe my commitment to serving Carbondale and our community members by responsibly addressing environmental issues is equally as important for my consideration for the Environmental Board. After many years of visiting family in the Roaring Fork Valley, my family and I decided to move to Carbondale, from Mozambique, in 2016. We are ecstatic to be living in town and look forward to becoming part of this special community.

I have a PhD in Plant Ecology from Colorado State University. For the last 7 years I have been working in the climate change policy and international development fields for both the National Oceanic and Atmospheric Administration (NOAA) and the United States Agency for International Development (USAID). I attached my CV as a reference for my professional background. I also have volunteered for both Clean Water Action, in Denver, and The Texas Campaign for the Environment, in Austin, to further environmental related causes. I look forward to the opportunity to use the knowledge I have gained professionally to contribute to the Environmental Board by providing the Board of Trustees with information and recommendations to make well informed environment related decisions that impact our community.
# Colin Quinn

**CURRICULUM VITAE**

**CAREER FOCUS**

I am an ecologist who is dedicated to addressing society’s most pressing climate change challenges by linking science to policies and decision making. My technical expertise includes international development and climate change, urban adaptation, climate change resiliency, ecosystem services, conservation, and ecological research.

Languages: English (fluent), Portuguese (advanced), Spanish (intermediate)

Relevant country experience: Mozambique, Senegal, South Africa, St. Vincent, Grenada, Panama.

<table>
<thead>
<tr>
<th>PROFESSIONAL EXPERIENCE</th>
<th>Independent Climate Change Consultant</th>
<th>2016 - Present</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Institutional Support for Climate Change to USAID (ZemiTek International)</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Key accomplishments:</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Co-led an analysis of how climate change will impact the agricultural value chain in Mozambique.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Led training for implementing the U.S. Executive Order on Climate Resilient International Development, including implementation of a Climate Risk Screening Tool, for USAID.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Participated in strategic planning and project design for various climate change activities and projects in Africa.</td>
<td></td>
</tr>
</tbody>
</table>

- Climate Change Advisor for the UNDP and Government of Japan Caribbean Climate Change Project (Cadmus Group)

  *Key accomplishments:*

  - Participated on a team to develop an Inception Report for UNDP that provided analysis of climate change work in Grenada, St. Vincent, St. Lucia, and Dominica.
  - Led the development of a Baseline Assessment of progress made in Grenada toward various strategic climate change documents, including the National Adaptation Plan (NAP) and the National Appropriate Mitigation Action (NAMA)

**United States Agency for International Development (USAID)**

**Climate Change Advisor**

**Maputo, Mozambique**

- Led the Climate Change Portfolio for USAID Mozambique.

  *Key accomplishments:*

  - Developed a groundbreaking urban climate change program to decrease the vulnerability and increase the resiliency of coastal cities and ecosystems throughout Mozambique.
  - Served as a member of the UNDP led Mozambique Climate Change Working Group to better link the Government of Mozambique’s climate change priorities to international policies such as Mozambique’s UNFCCC Intended National Determined Contribution, National Adaptation Programme of Action and contribution to the 21st Conference of Parties (COP) in Paris, France.
  - Led the development of a project that investigates the risks of climate change to human health in Mozambique and how USAID can best mitigate these risks.
  - Integrated climate change into biodiversity and agriculture projects to decrease Mozambique’s vulnerability to climate change.

- Served as the Contracting Officer Representative (COR), Activity Manager and Technical Lead for the five-year, $15 million, Mozambican Coastal City Adaptation Project.

  *Key accomplishments:*

  - Successfully used green infrastructure, such as mangrove forest restoration, to improve Mozambican cities’ resilience to climate change.
- Created climate change vulnerability maps that Mozambican cities are using to decide where to build houses and businesses.
- Established a ‘climate smart housing’ project that improved local communities houses in the face of extreme weather events.
- Developed, with the Mozambican Government, a nationwide early warning and response system for extreme weather.

**National Oceanic and Atmospheric Administration (NOAA) 2011 - 2013**
Climate Change and Science Policy Advisor to the NOAA Administrator
AAAS Science and Technology Policy Fellow
Washington, DC

**Key accomplishments:**
- Developed and implemented a strategy to communicate NOAA’s cross cutting climate science with Congress and other external stakeholders.
- Provided technical climate change advice to the NOAA Administrator and other senior staff, which had a direct impact on climate change policies and decision making.
- Co-led the development and roll out of the NOAA Scientific Integrity Policy.
- Was part of the leadership team that developed the NOAA 5 year Research and Development Plan.

**Colorado State University 2010 - 2011**
Post-Doctoral Research Associate
Fort Collins, Colorado

**Key accomplishments:**
- Published 19 scientific articles over a six-year period as a graduate student and post-doctoral research associate.
- Led a team that investigated the ecological aspects of using plants for phytoremediation, a technology that uses plants to clean up the environment.
- Secured funding from the National Science Foundation to conduct research to investigate the ecological aspects of plants.

**Front Range Community College 2008 - 2009**
Adjunct Faculty Member
Fort Collins, Colorado

**Key accomplishment:**
- Developed curriculum and taught various biology courses for undergraduate students.

**Smithsonian Tropical Research Institute 2007 - 2008**
Research Fellow
Bocas del Toro, Panama

**Key accomplishments:**
- Increased our understanding of how tropical ferns take up elements.
- Worked with Indigenous communities in Panama to improve tropical forest conservation.

**Colorado State University 2005 - 2010**
Graduate Student Researcher and Teacher
Fort Collins, Colorado

**Key accomplishments:**
- Secured funding from the National Science Foundation, the Smithsonian Institution, and the Colorado Native Plant Society to conduct scientific research.
- Designed, conducted, analyzed and published research focused on the ecological implications of plant metal uptake.
EDUCATION
Colorado State University
Ph.D. Plant Ecology. 2010

Colorado State University
M.S. Botany. 2006

University of Canterbury
B.S. Biological Sciences. 2004

AWARDS & FELLOWSHIPS
Science and Technology Policy Fellowship
American Association for the Advancement of Science, 2011-2015

Environmental Science Communication Fellow
Colorado State University, 2011

Graduate Teaching Fellowship in K-12 Education
National Science Foundation, 2008-2010

Graduate Student Policy Award
Ecological Society of America, 2009

Marr Fellowship
Colorado Native Plant Society, 2009

Klinger Memorial Scholarship
Colorado State University, 2008

Research Fellowship
Smithsonian Tropical Research Institute, 2007-2008

SERVICE & OUTREACH

Symposium Co-organizer, National Adaptation Forum, St. Louis, Missouri. 2015

Symposium Organizer and Moderator, National Adaptation Forum, Denver, Colorado. 2013

Session Co-organizer, American Association for the Advancement of Science Annual Meeting. Boston, MA. 2013

President, Society for Ecological Restoration, Colorado State University Student Guild. 2009 – 2010

Council Member, Colorado State University Students for City Council. 2009

PUBLICATIONS
Quinn CF, Howard JF, Chen C, Coffee JE, Quintela CE, Parker BA, Smith JB. (2016) Climate change adaptation and poverty reduction: An opportunity for developing countries to lead the way. Accepted for publication to Climate Polky.


A full list of 25 publications and select presentations is available upon request.
A list of references is available upon request.
MIKE CHIROPOLOS
ATTORNEY & COUNSELOR, CHIROPOLOS LAW
1221 PEARL SUITE 11 * BOULDER CO 80302
303-956-0595 – mike@chiropoloslaw.com

MEMORANDUM

TO: Town of Carbondale, Board of Trustees & Jay Harrington, Town Manager
FROM: Mike Chiropolos, Special Counsel for Thompson Divide
DATE: April 6, 2017
SUBJ: Thompson Divide Protection Memo: Federal Court Intervention

In February 2017, SG Interests filed a Complaint in federal district court in Colorado challenging the November 2016 decision of the Bureau of Land Management (BLM) to cancel 18 of SG’s unlawfully issued leases in the Thompson Divide. Ursa has not challenged the cancellation of the 7 leases it held in the Divide, and it is believed the BLM decision is now final for those leases.

BLM’s Lease NEPA Record of Decision (ROD) cancelled 25 Divide leases, and declined to cancel a total of 40 leases outside the Divide. BLM’s decision is consistent with the 2015 White River National Forest (WRNF) decision closing the Divide to future leasing. The BLM decision was issued under BLM’s established legal authority to cancel unlawfully issued leases.

The Complaint asks that the Court declare that: 1) BLM’s decision to cancel the Divide leases violated federal law; 2) BLM was somehow required to approve the Lake Ridge Unit proposed by SG; and 3) reinstate the 18 SG leases.

In fact, BLM’s Lease NEPA procedure was a comprehensive process involving several concerned local governments as cooperating agencies and resulting in a balanced decision solidly supported by Cooperator input, public sentiment, the WRNF leasing decision, and federal law. In other words, the decision the Town would defend in court is an example of careful analysis, reasoned decision-making, and balanced management under the agencies’ multiple use, sustained yield mandate. Allowing leasing and drilling on the Divide is entirely consistent with protecting the outstanding water, habitat, wildlife, and recreational resources identified by the Town and other commenters; and the importance of protecting the Divide to the regional economy.

The Town is asked to: 1) decide whether to approve joining other coalition parties intervening in the litigation: Pitkin County, Wilderness Workshop, the Thompson Creek Cattlemen’s Association, and Trout Unlimited; and 2) if the Town approves intervention, designate at least one representative to submit a “Standing Declaration.”

Affirming BLM’s decision in court is the last step in a sustained commitment to prevent drilling on the Divide consistent with the community consensus that these lands are too special to drill. As the Forest Service leasing decision stated: “the White River National Forest is strongly valued locally, regionally, and nationally for the existing natural character including wildlife, fish, ranching, recreation, air quality, and sense of place.”

THOMPSON DIVIDE PROTECTION INTERVENTION MEMO – PAGE 1
To: Mayor Dan Richardson and Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref: Liquor License Special Event for Colorado Animal Rescue to be held at the 4th Street Plaza on May 5th, 2017 from 4:00 pm to 8:00 pm.

Date: March 31st, 2017

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol.

Wes Boyd / President
Keira Clark / Event Manager

I recommend the approval for the 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 ☐ ATHLETIC ☐ PHILANTHROPIC INSTITUTION
☐ FRATERNAL ☐ CHARTERED BRANCH, LODGE OR CHAPTER ☐ POLITICAL CANDIDATE
☐ PATRIOTIC ☐ OF A NATIONAL ORGANIZATION OR SOCIETY ☐ MUNICIPALITY
☐ POLITICAL ☐ RELIGIOUS INSTITUTION

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
☐ MALT, VINOUS AND SPIRITUOUS LIQUOR ($50 PER DAY)
☐ FEMENTED MALT BEVERAGE (3.2 BEER) ($10 PER DAY)

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

Colorado Animal Rescue

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

3801 County Rd. 114
Glenwood Springs, CO 81601

3. ADDRESS OF SPECIAL EVENT

4th Street Plaza
Carbondale, CO 81623

NAME

DATE OF BIRTH

EMAIL ADDRESS

PHONE NUMBER

Wes Boyd

Keira Clark

4. PRESIDENCY OF ORG. OR POLITICAL CANDIDATE

5. EVENT MANAGER

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDARE 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

Date 5/5/2017
Hours From 4:00 pm
To 8:00 pm

DATE

HOURS FROM

HOURS TO

OATH OF APPLICANT

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

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
To Whom It May Concern:

The Annual "Family Block Party" will be held on Friday, May 5th 2017 from 4:00-8:00 p.m. in the 4th Street Plaza in Carbondale. During the hours of the event, we will be serving alcohol to guests over the age of 21. Ticket bearers will be properly vetted at the gate (i.e. ID's will be checked and guests 21 years of age and older will be given a specific wrist band). The entire event area will be fenced in, and no alcohol will be allowed outside of designated areas. This will be monitored by volunteer security.

Keira Clark

Special Events Manager
Colorado Animal Rescue
X = MAIN EVENT ENTRY - Staffed

X = Alcohol only allowed on 4th Street Plaza & In Lawn Area. Trash Cans/Staffed Check Points. Entire Area Fenced.

Alley access will not be blocked, but entry to the Event will be at Main & 4th Only.

= Event Fencing

O = Staffed - Event Entry/Exit
March 30, 2017

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

Ladies and Gentlemen of the Board:

I am writing on behalf of CARE (Colorado Animal Rescue, Inc.) for the Spring Into Fun Block Party Event. The Town of Carbondale Parks & Recreation Department has given CARE permission to use the 4th street plaza and park for their annual fundraising event on Friday, May 5, 2017. The hours for set up, the festival and break down will be:

- Friday, May 5, 2017 1:00 pm to 4:00 pm for set up, 4 pm to 8:00 pm liquor permit times, 8:00 pm to 9:00 pm for break down.

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

Sincerely,

Eric Brendlinger
Town of Carbondale
Parks & Recreation Department Director
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, 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 03/29/2017 that have been posted, and by documents delivered to this office electronically through 03/30/2017 @ 15:34:57.

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 03/30/2017 @ 15:34:57 in accordance with applicable law. This certificate is assigned Confirmation Number 10162266.

PEND 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.state.co.us/hz-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.state.co.us.

Wayne W. Williams
Secretary of State of the State of Colorado
April 5, 2017

4th Street Plaza & Park special event management plan for the 2017 Spring into Fun Family Block Party

May 5, 2017

Special Event Liquor License BOT review on Tuesday, April 11, 2017

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 Manager  
Town Clerk
TOWN OF CARBONDALE
SPECIAL EVENT MANAGEMENT PLAN

MUST COMPLETE ALL SECTIONS

Filling out all Sections of this Special Event Management Plan is required for Special Events that may attract 300 or more people. The completion of this Special Event Management Plan is to assist event organizers in planning a safe and fun event for participants, and at the same time, assures the Town that the event has a minimal negative impact on the community and our Town resources. This plan should be submitted 60 days prior to the event. After review of this Special Event Management Plan by town staff, you will be notified if event is approved, denied, or if additional information and/or a meeting with town staff is needed.

SECTION 1 - EVENT SUMMARY & PLANS:

1. Name of Event: Family Block Party
2. Primary Event Organizer: Michelle Marlow
3. Secondary Event Organizers: Keira Clark
4. Additional Event Organizers: Eric Brendlinger (970.319.2494), Jessi Rochel (970.274.2821)
5. Specific Location: 4th Street Plaza
6. Date(s) of Event: Friday, May 5, 2017
7. Times of Event: 4 – 8 PM
8. Set-up (start & end): 1 – 4 PM
9. Take-down (start & end): 8 – 9 PM

SECTION 2 - EVENT SUMMARY INFORMATION:

1. Approx. attendance numbers each day: 250 - FLOW
2. Personnel numbers each day:
   a) Staff: 3 Main Event Staff/5 CRCC/5 CARE/
   b) Volunteers: 10
   c) Contractors: 0
   d) Security: 2
   e) Vendors: TBA – local food vendors & various arts/activity vendors
3. Fee charged to participants: [Yes] [No] If yes, please list fees: Carnival Style—$1/ticket for games/food/beverages, etc. Event access is free and open to the public.
4. # of participants limited: [Yes] [No] If yes, how maintained: N/A
5. Advance training for volunteers: [Yes] [No] When and what kind: N/A
6. Amplified music at event: [Yes] [No] If yes, times and type of music/equipment: Live music w/ speaker (local band) – hope to have in grass area on stage – ends by 8 PM

Note: If using amplified sound, be specific about the type of music, sound, etc. Must be approved by Board of Trustees, and amplified music beyond 9:00pm 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 “Not Applicable.”
1. **Boundaries**
   - 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: MM
   - 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: N/A
   - Locate fencing, barriers/barricades, points of ingress/egress, emergency access: MM

2. **Site Improvements**
   - Locate stage, tents, canopies, booths, bleachers, chairs, other temporary structures: MM
   - Placement of generators, electricity sources, amplified speakers, soundboards, lighting: MM
   - Locate areas for trailers, tech trucks, or other vehicles: MM
   - Identify start & finish area (if a race): N/A

3. **Security, Medical and Safety**
   - Show security check points and stations, identify placement of traffic control personnel: JKR
   - Locate first aid facility, ambulance stationing, emergency/fire lane: N/A
   - Locate portable night lighting: N/A

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

5. **Sanitation and Solid Waste**
   - Locate/identify the number of restrooms/portable toilets and hand wash stations: MM
   - Placement of trash and recycle containers and dumpsters: MM

6. **Alcohol, Food Service, Vending and Tech Areas**
   - Placement of bar areas/beer gardens including security fencing and entry/exit gates: MM
   - Locate food vendors and identify those cooking with flammable gases or BBQ grills: MM
   - Show all vending booths, tech booths/trailers, work areas and/or storage: MM

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

**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 plan and manage security?**  (Yes) (No)
   If Yes, please provide the following information:
   - Security Company: N/A
   - Contact Person: N/A
   - Mailing Address: N/A
   - Telephone/Cell/Email: N/A
   - List number of personnel: N/A
   - Times/locations they will be in place: N/A
   - Describe duties & functions: N/A

2. **Will public law enforcement services be requested?**  (Yes) (No)
   If Yes, please provide the following information:
   - List purposes (security, traffic control, parking control): N/A
List # of officers & times when needed: N/A

Town law enforcement services charged out at Town cost in an agreement with the Chief of Police, who has the 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 & phone of on-site staff designated medical point of contact: Michelle Marlow (970.948.1334)

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

   NOTE: As part of the event – we will ask the Carbondale Fire Department to have a truck at the event to talk to kids and be part of the event.

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: __ MM
- Requested location of barricades and/or traffic cones: __ MM
- Proposed traffic flow map around road closure: __ MM
- Reflect any special transportation needs for staff, volunteers, contractors, vendors, designated pickup/drop-off locations, etc: __ N/A
- Location of Informational signage within road closure area: ___ MM
- Location of safety lighting bar (if needed) within road closure area: ___ N/A
- Running or Bike Race route description (with start & finish line) if applicable: ___ N/A
- Parade route description (with start & finish) if applicable: ___ N/A
- Events requiring traffic control staff must be under supervision of certified traffic control supervisor: N/A

With this information the Public Works Director will determine if the Town can provide an approved “traffic control plan” and the necessary road closure barricades and road detour signage 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, in an effort to save expenses for event organizers, they 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 organizers will be determined after review of your event road closure request. If an event requires a street to be posted “No Parking,” 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 event organizer obtain such 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 organizers 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 organizers 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 organizers are encouraged to consider a refuse/trash recycling plan for your 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: EverGreen ZeroWaste
- Contact Person: Alyssa and Dave Reindel
- Mailing Address: PO Box 1661, Aspen, CO 81612
- Telephone/Cell/Email: 970.987.3140

SECTION 8 - PORTABLE RESTROOM PLAN:
Event organizers 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 organizers are 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.

Do you plan to provide portable restroom facilities at your event? (Yes) (No) If yes, how many: To be determined – working with Carbondale Arts and may be able to utilize The Launchpad. If need be, Carbondale Recreation will contract a porta-potty
Number of ADA accessible portable toilets: N/A – utilize The Launchpad
Is portable handwashing station being provided? (Yes) (No)
If no, is sanitizer dispenser within toilet? (Yes) (No)

Please provide the following information regarding event portable restroom provider:
- Name of Service Provider: To be determined—will be whichever provider the Town of Carbondale contracts with for the year
- Contact Person: TBD
- Mailing Address: TBD
- Telephone/Cell/Email: TBD
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, 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, which will be scheduled by the Town Clerk.

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, May 5, 2017; 4pm-8pm
- Alcohol service should terminate prior to end time of event (recommended last call 30 minutes prior to closing event): Last Call at 7:30 PM
- A designated, 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: See diagram and fenced section
- Provide non-transferable ID bracelets for persons 21 and over (please describe ID bands and also process for identifying legal vs underage patrons): All patrons will be ID’ed and wristbanded at a separate station and then served by CARE Staff who have been TIPS trained.
- Use of TIPS trained servers (drink maximum, ID check, and no self serving): All alcohol service will be provided by Staff and volunteers who have been trained in proper alcohol service.
- Security staff and event volunteers should be trained on friendly intervention. Please describe: All alcohol service will be provided by CARE Staff and Volunteers who have been trained. If incidents occur away from immediate service, volunteers will be instructed to handle the situation to the best of their ability and then to seek out event coordinators and/or security to help with the situation. All situations should be reported to event coordinators.
- Staff and volunteers should be prohibited from consuming alcohol while working event: Staff and volunteers will neither drink nor self-serve at the event.
- 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.”
- Will event provide alternative beverages to alcohol? If so, what: Yes - non-alcoholic drinks and a water station will be available.
- Will food be available at all times? If so, what? Yes, we will work with local Carbondale vendors who are not on Main Street (The Pig, The Beat, etc…) to have a booth at 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.
- Will you provide alternative transportation for intoxicated attendees? If yes, please describe. If not, please explain how you will mitigate drunken driving: This event will encourage walking and biking to and from the event. It is a family friendly event and most attendees are there with their children.

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. You may be required to apply for a health permit if concerns evolve regarding handling, preparation, and distribution based on your food plan submitted (attach separate page for this plan). If applicable to your event please describe:

- Please describe how food concessionaire(s) will prepare and/or serve food: All food will be prepared/served by caterers/restaurateurs who are licensed by the town of Carbondale.
  Do you intend to cook food in the event area? If yes, please show this area on your site plan and specify (Gas, Electric, Charcoal, Other): TBA based on selected vendors.
- If food and/or cooking supplies are stored on site for a 2-day overnight event, please describe where and how it will be securely stored: 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, please complete the following information on each vendor and submit it to the Town of Carbondale no later than one week prior to your event. Please attach information separately. Must initial each section here.

- Name of Business: TBA — information will be collected/submitted prior to event
- Names of Owners, Partners, or Managers of the Business:
- Business location address, and also mailing address if different from location:
- Contact phone number of business owner(s):
- Email address of business owner(s):
- Fax Number of business owner(s):
- Colorado Sales Tax License Number (if applicable, State of Colorado Sales Tax Exempt Number):
- Town of Carbondale Business Sales Tax License:
- Nature of Business/Product Sold:

If vendor does not have a Town of Carbondale Sales Tax License, they may purchase and pay for an application 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...shall collect sales tax and consumers shall pay sales tax on such sales.”

**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: _____ MM _____
- Host and general liquor liability insurance required in the same amounts listed above: MM _____

*We are working with Glenwood Insurance once again for a special event insurance rider.*

**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 insights 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 – REFERENCES:**
Please provide references if you are a first time event planner with the Town of Carbondale. If you have prior experiences organizing events, please include a list of events you have planned and contact references related to those events.

<table>
<thead>
<tr>
<th>Reference #1:</th>
<th>Name</th>
<th>Phone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Michelle Marlow</td>
<td>(970.948.1334)</td>
<td><a href="mailto:michmarlow@gmail.com">michmarlow@gmail.com</a></td>
</tr>
<tr>
<td>Reference #2:</td>
<td>Name of Event</td>
<td>Contact Reference</td>
<td>Reference Phone/Email</td>
</tr>
<tr>
<td></td>
<td>This will be the 6th year we have put on this event. New location request for 2017.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reference #3:</td>
<td>Event Experience:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SECTION 15 – FEES AND DEPOSITS**

**PARK RENTAL USER FEE:**
- $200.00 User Fee per each day of use with over 300 participants

**PARK (OR) STREET CLEANUP/DAMAGE DEPOSIT FEE:**
- $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.*

(RENTER) shall submit two (2) checks payable to: **TOWN OF CARBONDALE**

One check designated for *Rental User Fee of the Park*, and the other check designated for *Park and/or Street Cleanup/Damage Deposit Fee*. These fees must be submitted at least 7-days prior to event. Please note that if (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 (RENTER) 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 no more than 21 days after event.

Initial here: __ MM __

**SECTION 16 – LICENSES, PERMITS, AND FEES**
(RENTER) shall adhere to all local and state requirements regarding business licenses, taxes, vending, and special event permits and policies.

Initial here: __ MM __

**SECTION 17 – INDEMNIFICATION:**
(RENTER) agrees to indemnify (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: MM

SECTION 18 – CANCELLATION OF EVENT:
(RENTER) may be canceled by the Carbondale Town Manager, or his designee, if a recommendation is made by the 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, (TOWN) shall remit to (RENTER) all rental fees and damage deposits minus any expenditures incurred by (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: MM

SECTION 19 – RELEASE OF LIABILITY:
(TOWN) assumes no responsibility whatsoever, for any non-municipal property used within the premises of (EVENT), and (TOWN) is hereby expressly released and discharged from any and all liabilities for any loss, injury or damages to any person or property of (RENTER), 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: MM

SECTION 20 – AUTHORITY TO CONTRACT:
(TOWN) and (RENTER) 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 (TOWN) and (RENTER) enforceable against the respective parties in accordance with the terms hereof.

Initial here: MM

SECTION 21 – 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: MM

Event Coordinator Signature: [Signature] Date: 2/24/17
SPECIAL EVENT MANAGEMENT PLAN STAFF REVIEW & RECOMMENDATION
(With Comments, Conditions, and/or Requirements for Event)

RECREATION DIRECTOR:

Approval: [Signature]
Approval Pending: (see above) Denial: 
Signature: [Signature] Date: 4/5/2017

PUBLIC WORKS (PARKS) DIRECTOR:

Approval: [Signature]
Approval Pending: (see above) Denial: 
Signature: [Signature] Date: 4/5/2017

CHIEF OF POLICE:

Approval: [Signature]
Approval Pending: (see above) Denial: 
Signature: [Signature] Date: 4/6/2017

TOWN CLERK: (Liquor Licensing Approval)

Liquor License Applied For

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

TOWN MANAGER:

Approval: [Signature]
Approval Pending: (see above) Denial: 
Signature: [Signature] Date: 4/7/2017
To: Mayor Dan Richardson and Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref: Liquor License Special Event for Festival Las Americas to be held on May 5th, 2017 from noon to 8:45 pm at Sopris Park.

Date: March 31st, 2017

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol.

Jen Quevedo / Event Manager

I recommend the approval for the 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
- PHILANTHROPIC INSTITUTION
- ATHLETIC
- POLITICAL CANDIDATE
- FRATERNAL
- MUNICIPALITY
- CHARTERED BRANCH, LODGE OR CHAPTER
- RELIGIOUS INSTITUTION
- PATRIOTIC
- OF A NATIONAL ORGANIZATION OR SOCIETY
- PERMITTED TYPES OF SPECIAL EVENT APPLICANT IS APPLYING FOR:
- LIQUOR PERMIT NUMBER
- MALT, VINOUS AND SPIRITUOUS LIQUOR $50 PER DAY
- STATE SALES TAX NUMBER (REQUIRED)
- FEMENTED MALT BEVERAGE (3.2 BEER) $10 PER DAY

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE
Roaring Fork Rotary Club "Club Rotario"

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY
POB 2871
GWS, CO.
81602

3. ADDRESS OF SPECIAL EVENT
Sopris Park, Carbondale, CO.

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATE OF BIRTH</th>
<th>EMAIL ADDRESS</th>
<th>PHONE NUMBER</th>
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<tbody>
<tr>
<td>Jen Quevedo</td>
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</table>

4. PRES/SECY OF ORG. OR POLITICAL CANDIDATE

5. EVENT MANAGER

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDAR YEAR?
- X NO
- YES
- HOW MANY DAYS?

7. IS PREMISES NOW LICENSED UNDER
STATE LIQUOR OR BEER CODE?
- X NO
- YES
- TO WHOM?

B. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSION FOR THE USE OF THE PREMISES TO BE LICENSED?
- NO
- X YES
- HOW MANY DAYS?

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

<table>
<thead>
<tr>
<th>Date</th>
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<tr>
<td>5/5/2017</td>
<td>Hours From</td>
<td>Hours From</td>
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<tr>
<td>Noon - 9:45pm</td>
<td>m</td>
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<td>To</td>
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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, and that all information therein is true, correct, and complete to the best of my knowledge

SIGNATURE
Jen Quevedo

TITLE
President of Roaring Fork Rotary Club

DATE: 2/10/2017

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

THEFORE, 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,

Roaring Fork Rotary Club Foundation Inc

is a
Corporation

formed or registered on 04/13/2001 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 20011076231.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/24/2017 that have been posted, and by documents delivered to this office electronically through 03/27/2017 @ 13:59:10.

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 03/27/2017 @ 13:59:10 in accordance with applicable law. This certificate is assigned Confirmation Number 10153965.

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/hlCertificateSearchCriteria.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.”
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):** 9am-9pm Friday, May 5th

- **Alcohol service times:** 12 noon-8:45pm (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:** using orange fencing and 1 entrance and exit points.

- **Must provide non-transferable ID bands/bracelets for persons 21 and over (Describe your process for identifying legal vs underage patrons):** Our TIPS trained individuals will be properly identifying individuals of drinking age before them gaining entrance to beer garden area. If they are of age, they will be easily identifiable with a bracelet. A security guard will be assigned to the beer garden area for extra assurance.
- Describe how TIPS trained servers will monitor alcohol consumption and intoxication: 
  There will be 4 TIPS trained Club members at the beer garden all monitoring each individual's consumption. None of the TIPS trained members will be drinking alcohol during the event. A security guard will be assigned to the beer garden area for extra assurance.

  (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: 
  There will be 4 TIPS trained Club members at the beer garden all monitoring each individual's consumption. None of the TIPS trained members will be drinking alcohol during the event. A security guard will be assigned to the beer garden area for extra assurance.

- Consider (but not required) designating a “family friendly” seating area. If included, describe the location and include on site plan: 
  There will be several shaded family seating areas throughout the Park grounds.

- Will event provide alternative beverages to alcohol? If so, what? Juices and Waters.

- Will food be available at all times? If so, what? Variety of Mexican, Central American and South American cuisine all having passed the stringent requirements of the Garfield County Department of Health. Event Organizer will also submit the Event Coordinator Plan Review with Garfield County Public Health

- Is there a designated smoking area? If so, describe the location and show it on your site plan: 
  None. No smoking of any substance allowed within the park grounds.

- How will you handle and mitigate an obviously intoxicated person who is drunk and may be driving home? Inform security, inform patrons that the police will immediately be called and immediately make a ready report of any intoxicated drivers.
March 30, 2017

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

Ladies and Gentlemen of the Board:

I am writing on behalf of Club Rotario Roaring Fork LLC. The Town of Carbondale Parks & Recreation Department has given the Festival Las Americas permission to use Sopris Park for their annual festival on Friday, May 5, 2017. The hours for set-up, the festival and break down will be:

- Friday, May 5, 2017 9:00 am to 12 noon for set up, 12 noon to 8:45 Liquor permit times, 8:45 to 10:30 pm break down.

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
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 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: Festival las Americas

2. Primary Event Organizer: Jen Quevedo
   a. Cell Phone: (970) ____________________________
   b. Email: ______________________________________
   c. Address: ________ 1 Glenwood Springs, CO. 81602 _______________________

3. Secondary Event Organizer: ____________________________
   a. Cell Phone: _________________________________
   b. Email: ______________________________________
   c. Address: ____________________________________

4. EVENT LOCATION: Sopris Park, Carbondale, CO. ____________

5. EVENT DATE(s): _______ 5/5/2017 ____________________________

6. EVENT TIME(s): ___ 9am-9pm ________________________________

7. EVENT SET-UP TIME(s): ___ 8am ________________________________

8. EVENT BREAK-DOWN TIME(s): ___ 9pm __________________________
   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: _______1500________

2. Approximate Event Personnel Numbers:
   a) Event Staff Leaders/Committee Organizers in charge: _______10_____
   b) Event Volunteers: _______25_____
   c) Event Contractors: ______________________
   d) Event Security Personnel: Will be hired with appropriate ration of security to attendees
   e) Event Vendors: _______TBD_____


4. Fee charged to participants? **(Yes)** **(No)** If yes, how much? No fee for entrance, fees for amusements for kids

5. Amplified music at event? **(Yes)** **(No)** If yes, times music is played (including sound checks)
   __ Band from last year that produced noise complaints not hired back: 12 noon to 9 pm. Will hire a different sound engineer this year.  
   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: **_will use orange fencing and new spike posts vs. t-posts to mitigate irrigation damage._**
   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: see map

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

3. **Security, Medical and Safety**
   o Show security check points: see map
   o Show placement of traffic control personnel: see map
   o Locate first aid station, ambulance access point: see map
   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: see map
   o Locate trash and recycle containers and dumpsters: see map

6. **Alcohol, Food Service, Vending Booth Areas**
   o Locate bar/beer garden area, with location of security fencing and entry/exit gates: see map
   o Location of food service vendor booths: see map
   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: no smoking in event

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: TBD required to provide this information prior to event
   - Person in charge at event:
   - His Cell Phone contact at event:
   - His Cell Phone Text email address at event:
   - Number of security personnel assigned to event:
   - Event times they will be in place: Anytime event is open to the public and alcohol is being served. They will remain during cleanup until 10 pm.
   - Describe duties & functions: Monitor crowd, underage drinking, outside alcohol, any inappropriate or unlawful behavior.

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):
   - 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? (Yes) (No)
   If Yes, please provide the following information:
   - Name & cell phone of on-site staff designated as medical point of contact; Don Kauffman
   - 970-309-1776

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:
   - 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 4-5 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) A-1 Traffic Control hired
- Location of barricades and/or traffic cones: see map
- Proposed traffic flow map around road closure: see map
- Location of informational signage within road closure area: see map
- 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: Mountain Waste & Recycling
- Contact Person: Jeremy Frees
- Mailing Address: P.O Box 999 Carbondale, Co
- Cell Phone: 970-319-3453 Email: jeremy.frees@mountainwaste.com

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.

Do you plan to provide portable restroom facilities at your event? (Yes) (No) If yes, how many: 4
Number of ADA accessible portable toilets: 1
Is portable handwashing station being provided? (Yes) 2 (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: Mountain Waste (Same)
- Contact Person: 
- Mailing Address: 
- Cell Phone: 
- Email: 
SECTION 9 – ALCOHOL MITIGATION PLAN & PERMIT REQUIRED:
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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): 9am-9pm Friday, May 5th

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- 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: using orange fencing and 1 entrance and exit points.

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Will food be available at all times? If so, what? Variety of Mexican, Central American and South American cuisine all having passed the stringent requirements of the Garfield County Department of Health. Event Organizer will also submit the Event Coordinator Plan Review with Garfield County Public Health

Is there a designated smoking area? If so, describe the location and show it on your site plan: None. No smoking of any substance allowed within the park grounds.

How will you handle and mitigate an obviously intoxicated person who is drunk and may be driving home? Inform security, Inform patrons that the police will immediately be called and immediately make a ready report of any intoxicated drivers.

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. You may be required to apply for a health permit if concerns evolve regarding handling, preparation, and distribution based on your food plan submitted (attach separate page for this plan). If applicable to your event please describe:

Please describe how food concessionaire(s) will prepare and/or serve food: Per Garfield County Health Dept. guidelines

If food and/or cooking supplies are stored on site for a 2-day overnight event, please describe where and how it will be securely stored: 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: JQ
 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 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: JQ

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: JQ

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: JQ
SECTION 17 - CANCELLATION OF EVENT:
Event may be cancelled by the Carbondale Town Manager, or his designee, if a recommendation is made by the 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: __JQ__

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: __JQ__

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.

Initial here: __JQ__

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: __JQ__

Event Organizer Name (Please print): __Jen Quevedo______________________________

Signature: _______________Jen Quevedo_________________ Date: ___2/9/2017__________________
SPECIAL EVENT MANAGEMENT PLAN STAFF REVIEW & RECOMMENDATION
(With Comments, Conditions, and/or Requirements for Event)

PARKS & RECREATION DIRECTOR:

Approval: 
Approval Pending: ______ (see above)  Denial:
Signature:  
Date: 4/5/2017

PUBLIC WORKS DIRECTOR:

Approval: I
Approval Pending: ______ (see above)  Denial:
Signature:  
Date: 4/5/2017

CHIEF OF POLICE:

Approval: 
Approval Pending: ______ (see above)  Denial:
Signature:  
Date: 4/5/2017

TOWN CLERK: (Liquor Licensing Approval)

Liquor License Applied For

Approval: 
Approval Pending: ______ (see above)  Denial:
Signature:  
Date: ______

TOWN MANAGER:

Approval: 
Approval Pending: ______ (see above)  Denial:
Signature:  
Date: 4/3/07
SIGN LIST:
10'-36" ROAD CLOSED AHEAD
2'-48"x36" ROAD CLOSED TO
THRU TRAFFIC
4-TYPE I (saw) DETOUR (4-double)
12-CROWD CONTROL BARRICADES
4-48"x36" ROAD CLOSED
12-36" TRAFFIC CONES

****NOTE ****
XX-WORK AREA
*NOT TO SCALE*
SIGN SPACING
MEASUREMENTS
ARE AT SET MINIMUM
STANDARDS

PREPARED BY
TRAFFIC CONTROL SUPERVISOR;
Cal Whitman 3-28-17
APPROVED BY
CONTRACTOR; 
DATE
APPROVED BY
CITY/TOWN OF; DATE

ATTACHMENT N

Rotary Club
Special Event
May 5th, 2017
Street Closure
S. 7th St.
Between Main St. & Euclid Ave.
Carbondale, CO.
MUTCD TA-20
3-28-17

A-1 Traffic Control
& Barricade Inc.
32178 Hwy 6 & 24
MT, CO 81642
(970)948-0718
sales@trafficcontrolinc.com
Highway Safety Since 1981

Colorado Contractors
Association

Amercian Traffic Safety
Services Association
To:    Mayor Dan Richardson and Carbondale Board of Trustees

From:  Gene Schilling
        Chief of Police, Carbondale Police Department

Ref:   Liquor License Special Event for KDNK and Dandelion Day to be held at the Sopris
        Music Festival on May 13th from 10:00 am to 5:00 pm.

Date:  March 31st, 2017

I have found no records that would cause me to recommend denial of this liquor license
special event application to serve alcohol.

Cody Lee / Event Manager

I recommend the approval for the 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
☐ ATHLETIC
☐ FRATERNAL
☐ CHARTERED BRANCH, LODGE OR CHAPTER
☐ PATRIOTIC
☐ OF A NATIONAL ORGANIZATION OR SOCIETY
☐ POLITICAL
☐ RELIGIOUS INSTITUTION

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

☒ MALT, VINOUS AND SPIRITUOUS LIQUOR $50 PER DAY
☐ FEMENTED MALT BEVERAGE (3.2 BEER) $10 PER DAY

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

KDNK, Carbondale Community Access Radio

STATE SALES TAX NUMBER (REQUIRED)

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

765 S. 2nd St.
Carbondale, CO 81623

3. ADDRESS OF SPECIAL EVENT

Sopris Park
Main St. & Waunit Blvd.

NAME

DATE OF BIRTH

EMAIL ADDRESS

PHONE NUMBER

4. PRES/SECR OF ORG. OR POLITICAL CANDIDATE

Andi Korber

5. EVENT MANAGER

Cody Lee

6. HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDARE 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

Date

May 13, 2017

Date


Time

110 am

Time


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

KDNK Ass. Music Director

3/23/17

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
Dandelion Day, Beer Garden Summary
May 13, 2017

The beer garden consists of a fenced in area along the 7th St. side of Sopris Park by the stage. It has one entrance for the public and a side access point for those staffing it. One TIPS trained person must be in attendance at all times and IDs must be checked at the entrance. Visibly intoxicated people will not be served (If there are any problematic situations, the Carbondale police will be notified). Typical staffing is 1 volunteer checking IDs and 2 volunteers serving beer. Those staffing the event may not drink while working, but may once they are finished. Donations to Dandelion Day will be collected in lieu of tips. The Beer Garden Manager is responsible for the cash box throughout the event.

General Duties:

- Solicit Donations or discount kegs of beer from local vendors such as RFBC or CBW
- Apply for liquor license- town hall
- Insure that TIPS trained individuals will be available for hours beer will be served
- Arrange for other supplies as noted below
- Arrange delivery of beer and supplies to Sopris Park
- Help with or discuss Friday night preparations for the Beer garden (location, fencing, entrance gate and staff access point) w/rest of committee
- Manage set up of Beer Garden the morning of the event
- Supervise volunteers serving beer and checking IDs
- Manage clean up and return of kegs and supplies

Supplies:

-3 Kegs w/ one in reserve
-2 handle Jockey box, CO2 set up, ice if needed
-Green fencing & stakes* - town shed
-wooden entrance sign and posts* town shed
-large vinyl sign & posts- town shed
-Signs- You must be 21 to enter, for entrance x2
-Beer menu and prices sign
-Pitchers
-Cups- Alyssa (Evergreen Events)
-Towels/spo fes
-Wristbands for entrance
-Cash Box
-Cash for change (previous year- $75 each in $1 and $5)

Sincerely,
Cody Lee, KDNK Beer Garden Manager
(970)456-7801  cody@kdnk.org
Sopris Park Layout

- Playground
- Pavilion
- Beer Garden (45' x 35')
- Stage
- Restrooms
- Euclid St. Entry
- 7th Street
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,

CARBONDALE COMMUNITY ACCESS RADIO

is a Nonprofit Corporation
formed or registered on 10/13/1981 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 19871451781.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/09/2017 that have been posted, and by documents delivered to this office electronically through 03/13/2017 @ 13:03:50.

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 03/13/2017 @ 13:03:50 in accordance with applicable law. This certificate is assigned Confirmation Number 10126955.

______________________________
Wayne W. Williams
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/bs/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.”
March 30, 2017

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

Ladies and Gentlemen of the Board:

I am writing on behalf of KDNK for the Dandelion Day Event. The Town of Carbondale Parks & Recreation Department has given KDNK permission to use Sopris Park for their annual festival on Saturday, May 13, 2017. The hours for set up, the festival and break down will be:

- Saturday, May 13, 2017 8:00 am to 10 am for set up, 10 am to 5:00 pm Liquor permit times, 5:00pm to 6:00 pm for break down.

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

Sincerely,

Eric Brendlinger
Town of Carbondale
Parks & Recreation Department Director
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 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: ____________________________________________________________ Dandelion Days

2. Primary Event Organizer: Keelin Schafrrath
   a. Cell Phone: 970-988-8323
   b. Email: writetokeelln@gmail.com OR dandelionday81623@gmail.com
   c. Address: PO Box 54 Carbondale, CO

3. Secondary Event Organizer: Natalie Fuller
   a. Cell Phone: 503-960-9428
   b. Email: natieferae13@gmail.com
   c. Address: ______________________________________________________________

4. EVENT LOCATION: ___________________________________________________________ Sopris Park

5. EVENT DATE(s): _____________________________________________________________ May 13, 2017

6. EVENT TIME(s): _____________________________________________________________ 10:00 AM to 5:00 PM

7. EVENT SET-UP TIME(s): _____________________________________________________ 8:00 - 10:00 AM

8. EVENT BREAK-DOWN TIME(s): ________________________________________________ 5:00 - 7:00 PM

Procedure 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: __________________________ 600-800

2. Approximate Event Personnel Numbers:
   a) Event Staff Leaders/Committee Organizers in charge: ____________________________ 5
   b) Event Volunteers: ___________________________________________________________ 15-20
   c) Event Contractors: __________________________________________________________ N/A
   d) Event Security Personnel: ____________________________________________________ N/A - Carbondale Police will be walking through event
   e) Event Vendors: _______________________________________________________________ 30-50
3. Event training for personnel? (Yes) (No) Describe?

4. Fee charged to participants? (Yes) (No) If yes, how much? 

5. Amplified music at event? (Yes) (No) If yes, times music is played (including sound checks)

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: KRS
   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: KRS
   o Locate fencing, barriers/barricades, points of ingress/egress, emergency access: KRS

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

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

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

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

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

7. Smoking Area
   o 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:
   o Name of Security Company:
   o Person in charge at 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): event walk-thru
     ○ List # of officers & times when needed: CPD please determine number of officers. Lunchtime walk thru would be beneficial
   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:
       Keelin Schaffrath 970-988-8323 or Natalie Fuller 503-960-9428

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:
     ○ 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:  (Yes) (No)
   ○ Location of barricades and/or traffic cones: KRS
   ○ Proposed traffic flow map around road closure: KRS
   ○ Location of informational signage within road closure area: KRS
   ○ Location of safety lighting bar (if needed) within road closure area: N/A
   ○ Running or Bike Race route description (with start & finish line) if applicable: N/A
   ○ Parade route description (with start & finish) if applicable: KRS, separate permit submitted

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: Evergreen Events
- Contact Person: David Reindel
- Mailing Address: PO Box 1661 Aspen, CO 81612
- Cell Phone: 970-987-3140 Email: dave@evergreenevents.net

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 stacked with toilet paper from beginning to end of event. Multiple day events may require portable toilets to be pumped out daily.

Do you plan to provide portable restroom facilities at your event? (Yes) (No) If yes, how many: ________
Number of ADA accessible portable toilets: ________
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:
- 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): 10:00 AM - 5:00 PM

- Alcohol service times: 10:00 AM - 4:45 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:

- Must provide non-transferable ID bands/bracelets for persons 21 and over (Describe your process for identifying legal vs underage patrons): there will be a volunteer at the gate checking identification to verify that patrons are 21 or over.

- Describe how TIPS trained servers will monitor alcohol consumption and intoxication: TIPS trained servers will be generally aware of the amount consumed by patrons. They will also monitor behavior of patrons

- Describe how Security staff and/or event server volunteers will provide friendly intervention to individuals who appear intoxicated: First the patron will no longer be served alcohol. If the person needs to be escorted out of the beer garden premises, they will be asked to leave. If they refuse, we will ask security staff to please gently and quietly remove the patron and escort them to their home.

- Consider (but not required) designating a “family friendly” seating area. If included, describe the location and include on site plan:

- Will event provide alternative beverages to alcohol? If so, what? yes, kombucha will be served other vendors will also have their typical beverages (sodas, water, juices).

- Will food be available at all times? If so, what? yes, we will know this when we have a full vendor list - Angie Sprang has access to this list.

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

- How will you handle and mitigate an obviously intoxicated person who is drunk and may be driving home? We will attempt to find a friend of the person, take their keys, and (if needed) find the Carbondale Police Department.
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:
  We anticipate 5-10 food vendors. Some will cook on site with electricity from the pavilion. Others will use propane they provide for themselves.

- 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 Organizer 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: N/A
- Host and general liquor liability insurance required in the same amounts listed above: N/A
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 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: N/A

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: KRS

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: N/A

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: KRS

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: KRS

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.

Initial here: KRS

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: KRS

Event Organizer Name (Please print): Keelin Schaffrath

Signature: ____________________________ Date: March 31, 2017
SPECIAL EVENT MANAGEMENT PLAN STAFF REVIEW & RECOMMENDATION
(With Comments, Conditions, and/or Requirements for Event)

PARKS & RECREATION DIRECTOR:

Liquor Permit held by KWMK - must post on site

Approval: √ Approval Pending: ______ (see above) Denial: ______
Signature: [Signature] Date: 4/6/2017

PUBLIC WORKS DIRECTOR:

Approval: X Approval Pending: ______ (see above) Denial: ______
Signature: [Signature] Date: 4/6/2017

CHIEF OF POLICE:

Approval: X Approval Pending: ______ (see above) Denial: ______
Signature: [Signature] Date: 4-6-17

TOWN CLERK: (Liquor Licensing Approval)

Liquor License Applied For

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

TOWN MANAGER:

Approval: ______ Approval Pending: ______ (see above) Denial: ______
Signature: [Signature] Date: ______
Weant Park
Open to Entry

Diagram:
- Water station
- HWS: Hand wash station
- Pavilion Access
- Electrical Source
- Area E: Electrical + Food
- Area F: Chilled
- Reserved parking for Gardener
- Restrooms
- Greenteam (trash)
- Reserved parking for Staff, Senior Performers
- 7th St
- Green team
- Fenced Belt Garden
- Table
- Temporary access
- Vendor access
- Tent
- Canal
- Public entry
- Boat lift
- 1204
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board Trustees Agenda Memorandum

Meeting Date: 4/11/17

TITLE: Modification of Premises – Phat Thai

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Permit Application and Report of Changes Application, Revocable License Agreement

BACKGROUND: For the past two (2) summers the Town has allowed restaurants on Main Street (Allegria and Phat Thai) and Fourth Street (Senor Taco Show) to construct decking in the Town’s Right-of-Way in the summer/fall season for al fresco dining. Phat Thai is applying to place the decking in the Town Right-of-Way for the upcoming 2017 season. In order to do this, the restaurant must file a Permit Application and Report of Changes (Modification of Premises) with the State of Colorado and they must renew their Revocable License Agreement with the Town.

FINANCIAL: All fees have been paid to the Town and State

DESIRED OUTCOME: Staff recommends the Board make a motion to approve Phat Thai’s Permit Application and Report of Changes and to authorize the Town Manager to sign the Revocable License Agreement.

Prepared By: Cathy Derby

———
Town Manager
# Permit Application and Report of Changes

**Current License Number**: 07-72538-0000

All Answers Must Be Printed in Black Ink or Typewritten

**Local License Fee**: $300.00

1. Applicant is a
   - [X] Corporation
   - [ ] Individual
   - [ ] Partnership
   - [ ] Limited Liability Company

2. Name of Licensee
   - Three43 Main Inc

3. Trade Name
   - Phat Thai

4. Location Address
   - 343 Main Street
   - City: Carbondale
   - County: Garfield
   - ZIP: 81623

**SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.**

**Section A – Manager reg/change**

- [ ] License Account No.
- [ ] Manager's Registration (Hotel & Restr.) $75.00
- [ ] Manager's Registration (Tavern) $75.00
- [ ] Manager's Registration (Lodging & Entertainment) $75.00
- [ ] Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE

**Section C**

- [ ] Retail Warehouse Storage Permit (ea) $100.00
- [ ] Wholesale Branch House Permit (ea) 100.00
- [ ] Change Corp. or Trade Name Permit (ea) 50.00
- [ ] Change Location Permit (ea) 150.00
- [ ] Change, Alter or Modify Premises $150.00 x 2
  Total Fee $300

**Section B – Duplicate License**

- [ ] Liquor License No.
- [ ] Duplicate License $50.00

**Do Not Write in This Space – For Department of Revenue Use Only**

<table>
<thead>
<tr>
<th>Date License Issued</th>
<th>License Account Number</th>
<th>Period</th>
<th>TOTAL AMOUNT DUE $</th>
</tr>
</thead>
</table>

The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

$0.00
5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

☐ Retail Warehouse Permit for:
  ☐ On-Premises Licensee (Taverns, Restaurants etc.)
  ☐ Off-Premises Licensee (Liquor stores)

☐ Wholesalers Branch House Permit

Address of storage premise:

City ___________________ County ___________________, Zip ________________

Attach a deed/ lease or rental agreement for the storage premises.
Attach a detailed diagram of the storage premises.

6. Change of Trade Name or Corporation Name

☐ Change of Trade name / DBA only

☐ Corporate Name Change (Attach the following supporting documents)
1. Certificate of Amendment filed with the Secretary of State, or
2. Statement of Change filed with the Secretary of State, and
3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement.

Old Trade Name ___________________ New Trade Name ___________________

Old Corporate Name ___________________ New Corporate Name ___________________

7. Change of Location

NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of $750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311 (1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

Date filed with Local Authority ___________________ Date of Hearing ___________________

(a) Address of current premises

City ___________________ County ___________________ Zip ________________

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address ___________________

City ___________________ County ___________________ Zip ________________

(c) New mailing address if applicable.

Address ___________________

City ___________________ County ___________________ State __________ Zip ________________

(d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.
8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 12-47-301(8).
   (a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only)
      Former manager's name
      New manager's name
   (b) Date of Employment
      Has manager ever managed a liquor licensed establishment? Yes [ ] No [ ]
      Does manager have a financial interest in any other liquor licensed establishment? Yes [ ] No [ ]
      If yes, give name and location of establishment

9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility
   NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.
   (a) Describe change proposed Outdoor Dining

   (b) If the modification is temporary, when will the proposed change:
      Start 04/15/2017 (mo/day/year)  End 10/31/2017 (mo/day/year)
   NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS $300.00
   (c) Will the proposed change result in the licensed premises now being located 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?
      If yes, explain in detail and describe any exemptions that apply) Yes [ ] No [ ]
   (d) Is the proposed change in compliance with local building and zoning laws? Yes [ ] No [ ]
   (e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?
      Yes [ ] No [ ]
   (f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.
   (g) Attach any existing lease that is revised due to the modification.

10. Tavern Conversion
    (Note* Must be completed by August 10, 2017 as the Tavern conversion will no longer be permitted. Only Tavern licenses issued before August 10, 2016, that do not fit the definition of a tavern as defined in section 12-47-133(38), C.R.S. may convert to a different license type.) Please pick one of the following choices:
    (a) I wish to convert my existing Tavern Liquor License # to a Lodging and Entertainment Liquor License?
        Yes [ ] No [ ]
    (b) I wish to convert my existing Tavern Liquor License # to a
        Yes [ ] No [ ]
        Liquor License?
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.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Owner</td>
<td>03/28/2017</td>
</tr>
</tbody>
</table>

Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. Therefore, This Application is Approved.

<table>
<thead>
<tr>
<th>Local Licensing Authority (City or County)</th>
<th>Date filed with Local Authority</th>
</tr>
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Report of STATE Licensing Authority
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

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</table>
REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (hereinafter “Agreement”) is made and entered into this ___ day of ___, 20___, by and between the Town of Carbondale, Colorado, a Colorado home rule municipal corporation (hereinafter “Town”) and [legal name of licensee], a [type of entity; e.g., “a Colorado limited liability company”] (hereinafter “Licensee”).

WHEREAS, Licensee desires to obtain a revocable and non-exclusive license from the Town to use and occupy a portion of the Main Street right-of-way for temporary patio improvements for food and beverage service; and

WHEREAS, the Town is willing to grant Licensee a revocable license for such purpose, upon the terms and conditions of this Agreement.

NOW, THEREFORE, the Town and Licensee agree as follows:

1. Licensed Premises. The Town hereby grants to Licensee a revocable and non-exclusive license to occupy and use, subject to all of the terms and conditions of this Agreement, the following described premises (the “Premises”): that portion of the Main Street right-of-way and sidewalk lying within the Main Street right-of-way that is located adjacent to ____, as more particularly described and depicted in Exhibit “A”, attached to this Agreement and incorporated into this Agreement by reference.

2. Term. Unless sooner terminated as provided by this Agreement, the term of the license herein granted is expressly limited to the following periods: May 1, 2017 to Oct 31, 2017 collectively, the “Term.”

3. Payment. Licensee shall pay for the license granted herein a non-refundable license fee of $____, which fee shall be paid by Licensee within 15 days of receipt of a Town invoice for same.

4. Purpose and Conduct of Use. The Premises may be occupied and used by Licensee during the Term of this Agreement for the sole purpose of constructing, installing, operating, maintaining and repairing a temporary patio for food and beverage service. In its use and occupancy of the Premises, Licensee shall strictly comply with the following standards and requirements:

a. Service shall commence no earlier than ___ a.m. and end no later than ___ a.m.

b. The Licensee shall provide adequate access to and from the Premises, including access pursuant to the Americans with Disabilities Act (ADA) via curb ramps, pedestrian ramps, or other means.

c. Alcohol service on the patio shall be limited to retail sales of alcohol beverages by the drink. No alcohol tastings or private parties with alcohol service shall be permitted on the patio. Alcohol service requires and is subject to appropriate State
of Colorado and Town permits and/or licenses. Licensee acknowledges no assurance of any such approval has been made or relied upon.

d. No chairs, tables or any other Licensee improvements, equipment or facilities shall be placed within the sidewalk corridor depicted on Exhibit "A," which corridor shall remain open at all times for pedestrian passage.

e. No amplified sound, signs, banners, utility connections, or hazardous materials shall be permitted or installed on the Premises.

f. Licensee shall at its sole expense promptly remove from the Premises and any adjacent areas all trash generated by its operation of the patio facilities.

g. Licensee shall avoid any damage or interference with any Town installations, structures, utilities, or improvements on, under, or adjacent to the Premises.

5. Improvements. Licensee shall have the right to install on the Premises improvements consisting of decking, fencing, tables, chairs and other necessary facilities as described and depicted in Exhibit "B," collectively, the "Improvements." Licensee shall be responsible at its sole expense for the construction, installation, operation, maintenance, repair and removal of the Improvements. All Improvements installed by the Licensee shall be completed in accordance with plans and specifications approved in advance by the Town. Any changes shall require additional advance approval by the Town. All work shall be completed in compliance with all codes, ordinances, rules and regulations of the Town. Except for the Improvements specifically authorized by the Town on Exhibit "B", Licensee shall not place, build, expand, or add to any structures or other items on the Premises.

6. General Use and Care of Premises. Licensee shall take such actions as are necessary to maintain the Improvements and Premises in good and safe condition at all times during theTerm. Licensee further agrees to comply at all times during the Term with the ordinances, resolutions, rules, and regulations of the Town in Licensee’s use and occupancy of the Premises.

7. No Estate in Premises. Licensee agrees that it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Premises, or any other interest in real property included in the Premises, by virtue of this Agreement or by virtue of Licensee’s occupancy or use of the Premises.

8. Termination. The license granted by this Agreement may be suspended or terminated at any time for any reason. Licensee’s consent shall not be required to suspend or terminate the license. To the extent practicable, the Town shall provide written notice at least 45 days in advance of the termination date.

9. Compliance. If Licensee fails to comply with its obligations under this Agreement, the Town may, at its sole option, terminate the license or take such measures as it determines necessary to bring the Premises into compliance with the terms of the Agreement. The cost of termination or compliance measures shall be paid by Licensee.
10. **Acknowledgment of General Condition.** Licensee acknowledges that its use and occupancy hereunder is of the Premises in its as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges the Town shall have no obligation to repair, replace or improve any portion of the Premises in order to make such Premises suitable for Licensee’s intended uses.

11. **Acknowledgment and Acceptance of Specific Matters.** Licensee specifically acknowledges that the Premises may not currently meet standards under federal, state or local law for Licensee’s intended use, including but not limited to accessibility standards under the Americans with Disabilities Act and Uniform Building Code and adopted and in force in the Town. Compliance with such standards, if required for Licensee’s use, shall be at the sole cost and expense of Licensee. If Licensee determines that compliance with such standards for Licensee’s use is not feasible or economical, then Licensee may terminate this Agreement and the parties shall be released from any further obligations hereunder.

12. **Liens.** Licensee shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Premises at the instance of Licensee. The Town may at Licensee’s expense discharge any liens or claims arising from the same.

13. **Personal Property.** The Town shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of Licensee placed or located on, at, or in the Premises, it being acknowledged and understood by Licensee that the safety and security of any such property is the sole responsibility and risk of Licensee.

14. **Right of Entry.**

   a. Notwithstanding any other provisions of this Agreement to the contrary, the Town shall at all times have the right to enter the Premises to inspect, improve, maintain, alter, or utilize the Premises or an adjacent premises.

   b. In the case of an emergency, including but not limited to street repairs, water main breaks, and other utility problems, no notice shall be required, and the Town may suspend or terminate the license and utilize the Premises as long as necessary, in the Town’s sole discretion, to adequately respond to such emergency. If such entry requires disturbance of any items placed upon the Premises under this Agreement, the Town shall not be required to repair or replace any such disturbance.

   c. In the case of non-emergency situations, including but not limited to Town special events, the shall provide one week notice of any temporary suspension of the license.

15. **Indemnity and Release.** Licensee shall be solely responsible for any damages suffered by the Town or others as a result of Licensee’s use and occupancy of the Premises during the Term. Licensee agrees to indemnify and hold harmless the Town, its elected and appointed officers, agents, employees and insurers harmless from and against all liability, claims, damages, losses, and expenses arising out of, resulting from, or in any way connected with Licensee’s use and occupancy of the Premises, the conduct of Licensee’s operations or activities on the Premises, liens or other claims made, asserted or recorded against the Premises as a result of Licensee’s use or occupancy thereof, or the rights and obligations of Licensee under this Agreement, including
but not limited to any attorneys' fees, costs, or expert witness fees incurred by the Town in defense of any claim. Licensee hereby further expressly, releases and discharges the Town, its elected and appointed officers, agents, employees and insurers, from any and all liabilities for any loss, injury, death or damages or any person or property that may be sustained by reason of the use or occupancy of the Premises under this Agreement, excepting only those arising solely from willful and wanton conduct of the Town’s officers or employees.

16. **Insurance.** Licensee shall at its expense obtain, carry and maintain at all times, and shall require each contractor or subcontractor of Licensee performing work on the Premises during the Term to obtain, carry and maintain, a policy of comprehensive general liability insurance insuring the Town and Licensee against any liability arising out of or in connection with Licensee’s use, occupancy or maintenance of the Premises or the condition thereof. Such insurance shall be at all times in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage per occurrence. If Licensee serves liquor on the Premises, Licensee shall also at its expense obtain, carry and maintain at all times host and general liquor liability insurance in the same amount. Such policies shall include coverage for liquor liability and such other endorsements and coverage as the Town may reasonably require. The Town, its elected and appointed officers, agents and employees shall be named as additional insureds on such policies. The policies required above shall be primary insurance, and any insurance carried by the Town shall be excess and not contributory insurance. Such policies shall contain a severability of interests provision. Licensee shall be solely responsible for any deductible losses under each of the policies required above. A certificate of insurance shall be completed by Licensee’s insurance agent(s) as evidence that a policy or policies providing the coverages, conditions, and minimum limits required herein are in full force and effect, and shall be subject to review and approval by the Town prior to commencement of Licensee’s occupancy of the Premises. As between the parties hereto, the limits of such insurance shall not limit the liability of Licensee. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of Licensee to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach hereof upon which the Town may immediately terminate this Agreement.

17. **No Waiver of Immunity or Impairment of Other Obligations.** The Town does not waive or intend to waive by any provision of this Agreement the monetary limitations (presently $150,000 per person and $600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the Town, and its officers and employees.

18. **Restoration of Premises.** At or before the expiration of both the Fall Season and the Summer Season, or otherwise upon the termination of this Agreement, Licensee shall deliver up the Premises in as good a condition as when Licensee took possession, excepting only ordinary wear and tear. At such times, Licensee at its sole expense shall remove from the Premises all Improvements and other items placed on the Premises. If any such Improvements or items are not removed at such times, the Town may remove them at Licensee’s sole expense, and Licensee shall reimburse the Town for all costs incurred, including but not limited to staff time and administrative overhead, within 15 days of receipt of a Town invoice for the same.
19. **Notices.** Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by facsimile transmission or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

**TOWN:**

Town of Carbondale  
c/o Town Manager  
511 Colorado Avenue  
Carbondale, CO 81601

**LICENSEE:**

LAWRENCE  
PHILIPS  
CSCG  ESTATE  
CARRINGTON CO 81601

or to such other address or the attention of such other person(s) as hereafter designated in writing by the parties. Notices given in the manner described above shall be effective, respectively, upon personal delivery, upon facsimile receipt, or upon mailing.

20. **Existing Rights.** Licensee understands that the license granted hereunder is granted subject to prior agreements and subject to all easements and other interests of record applicable to the Premises. Licensee shall be solely responsible for coordinating its activities hereunder with the holders of such agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such agreements or easements or other interests.

21. **No Waiver.** Waiver by the Town of any breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

22. **Successors & Assigns.** This Agreement is personal to the parties hereto. Licensee shall not transfer or assign any rights hereunder without the prior written approval of the Town, which approval shall be at the Town's sole option and discretion. The sale or transfer of Licensee's business shall result in automatic termination of this Agreement.

23. **Entire Agreement: Authority.** This Agreement is the entire agreement between the Town and Licensee and may be amended only by written instrument subsequently executed by the Town and Licensee. The undersigned signatory of Licensee represents that he or she has been duly authorized to execute this Agreement on behalf of Licensee and has full power and authority to bind Licensee to the terms and conditions hereof.

24. **Survival.** All of the terms and conditions of this Agreement concerning release, indemnification, termination, remedies and enforcement shall survive termination of this Agreement.

25. **No Third Party Beneficiaries.** The Parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

TOWN OF CARBONDALE, a Colorado home rule municipal corporation

By: __________________________
Title: Town Manager

ATTEST:

______________________________
Town Clerk

LICENSEE: Three 43 Main LLC DBA Photo MBA

By: __________________________
Title: President

STATE OF COLORADO )
COUNTY OF GARFIELD )

The above and foregoing signature of Lavi Goode, as President of Three 43 Main, was subscribed and sworn to before me this 28 day of March, 2017.

Witness my hand and official seal.

My commission expires on: 7/29/2019 ___________________________
Notary Public
Exhibit A

Phat Thai
343 Main Street, Carbondale, CO
Existing licensed premises
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED A MATTER OF INFORMATION ONLY AND CONFER No RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE INSURING INSURER(S), AUTHORIZED REPRESENTATIVES, PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policyholder must have ADDITIONAL INSURED PROVISIONS or endorsements. If SUBROGATIONS 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 endorsements.

PRODUCER
Allee Agency Inc.
9085 Overlook Blvd. 1st Floor
Brentwood, TN 37027

RECIPIENT
Charm School Butchers, LLC.
BDA: Town
345 Main St. Ste. 103
Carbondale, CO 81623

COVERAGES

| INSURER B: | HARTFORD |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

INSURER: AmtrustNorth America

CERTIFICATE NUMBER: KBP102237500

CERTIFICATE NUMBER: KBP102237509

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.

Certificate Holder: Town of Carbondale is added as an additional insured as it pertains to the general liability policy.

CERTIFICATE HOLDER

Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

jamie@alloeins.com

ACORD 25 (2016-03)

The ACORD name and logo are registered marks of ACORD.
Town Of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

Board Trustees Agenda Memorandum

Meeting Date: 4/11/17

TITLE: Modification of Premises – Senior Taco Show

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Permit Application and Report of Changes Application, Revocable License Agreement

BACKGROUND: For the past two (2) summers the Town has allowed restaurants on Main Street (Allegria and Phat Thai) and Fourth Street (Senior Taco Show) to construct decking in the Town’s Right-of-Way in the summer/fall season for al fresco dining. Senior Taco Show is applying to place the decking in the Town Right-of-Way for the upcoming 2017 season. In order to do this, the restaurant must file a Permit Application and Report of Changes (Modification of Premises) with the State of Colorado and they must renew their Revocable License Agreement with the Town.

Senior Taco Show’s liquor license expires on July 20, 2017, as does their Modification of Premises. They are applying for a second Modification of Premises which would run from July 21, 2017, through October 31, 2017, and it would be conditional upon their receiving a liquor license renewal in May or June.

FINANCIAL: All fees have been paid to the Town and State

DESired OUTCOME: Staff recommends the Board make a motion to approve Senior Taco Show’s Permit Application and Report of Changes and to authorize the Town Manager to sign the Revocable License Agreement.

Prepared By: Cathy Derby

Town Manager
**Permit Application and Report of Changes**

Current License Number **47-06686**

All Answers Must Be Printed in Black Ink or Typewritten

Local License Fee $ ______

1. Applicant is a
   - [ ] Corporation
   - [ ] Individual
   - [ ] Partnership
   - [X] Limited Liability Company

   Present License Number

   **47-06686**

2. Name of Licensee
   **Senior Taco Show**

3. Trade Name

4. Location Address
   **46 N. 4th St.**

   City
   **Carbondale**

   County
   **Garfield**

   ZIP
   **81623**

**SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.**

**Section A – Manager reg/change**

- License Account No. ____________
  - [ ] Manager’s Registration (Hotel & Restr.) $75.00
  - [ ] Manager’s Registration (Tavern) $75.00
  - [ ] Manager’s Registration (Lodging & Entertainment) $75.00
  - [ ] Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE

- Retail Warehouse Storage Permit (ea) $100.00
  - [ ] Wholesale Branch House Permit (ea) 100.00
  - [ ] Change Corp. or Trade Name Permit (ea) 50.00
  - [ ] Change Location Permit (ea) 150.00

**Total Fee**

- [ ] Change, Alter or Modify Premises $150.00 x ___
  - Total Fee ___

**Section B – Duplicate License**

- Liquor License No. ____________
  - [ ] Duplicate License $50.00

- Addition of Optional Premises to Existing H/R $100.00 x ___
  - Total Fee ___

- Addition of Related Facility to Resort Complex $75.00 x ___
  - Total Fee ___

- [ ] Tavern Conversion No Fee

**Do Not Write in This Space – For Department of Revenue Use Only**

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The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

**TOTAL AMOUNT DUE** $ .00
5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

- Retail Warehouse Permit for:
  - On-Premises Licensee (Taverns, Restaurants etc.)
  - Off-Premises Licensee (Liquor stores)

- Wholesalers Branch House Permit

   Address of storage premise: ________________________________

   City __________________________, County ____________________________, Zip ________________

   Attach a deed/lease or rental agreement for the storage premises.
   Attach a detailed diagram of the storage premises.

6. Change of Trade Name or Corporation Name

- Change of Trade name / DBA only

- Corporate Name Change (Attach the following supporting documents)
  1. Certificate of Amendment filed with the Secretary of State, or
  2. Statement of Change filed with the Secretary of State, and
  3. Minutes of Corporate meeting, Limited Liability Members meeting, Partnership agreement

<table>
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<tr>
<th>Old Trade Name</th>
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</tr>
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7. Change of Location

   NOTE TO RETAIL LICENSEES: An application to change location has a local application fee of $750 payable to your local licensing authority. You may only change location within the same jurisdiction as the original license that was issued. Pursuant to 12-47-311(1) C.R.S. Your application must be on file with the local authority thirty (30) days before a public hearing can be held.

   Date filed with Local Authority __________________________ Date of Hearing ______________

   (a) Address of current premises

      City __________________________ County __________________________ Zip ________________

   (b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

      Address ________________________________

      City __________________________ County __________________________ Zip ________________

   (c) New mailing address if applicable.

      Address ________________________________

      City __________________________ County __________________________ State __________ Zip ________________

   (d) Attach detailed diagram of the premises showing where the alcohol beverages will be stored, served, possessed or consumed. Include kitchen area(s) for hotel and restaurants.
8. Change of Manager or to Register the Manager of a Tavern, Hotel and Restaurant, Lodging & Entertainment liquor license or licenses pursuant to section 12-47-301(8).
   (a) Change of Manager (attach Individual History DR 8404-I H/R, Tavern and Lodging & Entertainment only)
       Former manager's name
       New manager's name
   (b) Date of Employment ____________________________
       Has manager ever managed a liquor licensed establishment? Yes □ No □
       Does manager have a financial interest in any other liquor licensed establishment? Yes □ No □
       If yes, give name and location of establishment ____________________________

9. Modification of Premises, Addition of an Optional Premises, or Addition of Related Facility
   NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.
   (a) Describe change proposed: \texttt{outside deck for summer dining}

   (b) If the modification is temporary, when will the proposed change:
       Start \underline{7/21/17} (mo/day/year) End \underline{10/31/17} (mo/day/year)
   NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS $300.00
   (c) Will the proposed change result in the licensed premises now being located 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?
       (If yes, explain in detail and describe any exemptions that apply) Yes □ No □
   (d) Is the proposed change in compliance with local building and zoning laws? Yes □ No □
   (e) If this modification is for an additional Hotel and Restaurant Optional Premises or Resort Complex Related Facility, has the local authority authorized by resolution or ordinance the issuance of optional premises?
       Yes □ No □
   (f) Attach a diagram of the current licensed premises and a diagram of the proposed changes for the licensed premises.
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10. Tavern Conversion
   \textit{(Note* Must be completed by August 10, 2017 as the Tavern conversion will no longer be permitted. Only Tavern licenses issued before August 10, 2016, that do not fit the definition of a tavern as defined in section 12-47-103(38), C.R.S. may convert to a different license type.)} Please pick one of the following choices:
   (a) I wish to convert my existing Tavern Liquor License # \underline{__________} to a Lodging and Entertainment Liquor License? Yes □ No □
   (b) I wish to convert my existing Tavern Liquor License # \underline{__________} to a \underline{__________} Liquor License? Yes □ No □
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.

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Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)
The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. Therefore, This Application is Approved.

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Report of STATE Licensing Authority
The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

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REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (hereinafter "Agreement") is made and entered into this 31 day of March, 2021 by and between the Town of Carbondale, Colorado, a Colorado home rule municipal corporation (hereinafter “Town”) and [legal name of licensee], a [LLC] [type of entity; e.g., "a Colorado limited liability company"] (hereinafter “Licensee”).

WHEREAS, Licensee desires to obtain a revocable and non-exclusive license from the Town to use and occupy a portion of the Main Street right-of-way for temporary patio improvements for food and beverage service; and

WHEREAS, the Town is willing to grant Licensee a revocable license for such purpose, upon the terms and conditions of this Agreement.

NOW, THEREFORE, the Town and Licensee agree as follows:

1. **Licensed Premises.** The Town hereby grants to Licensee a revocable and non-exclusive license to occupy and use, subject to all of the terms and conditions of this Agreement, the following described premises (the “Premises”): that portion of the Main Street right-of-way and sidewalk lying within the Main Street right-of-way that is located adjacent to [description], as more particularly described and depicted in Exhibit “A”, attached to this Agreement and incorporated into this Agreement by reference.

2. **Term.** Unless sooner terminated as provided by this Agreement, the term of the license herein granted is expressly limited to the following periods: 5/1/17 – 10/31/17, collectively, the “Term.”

3. **Payment.** Licensee shall pay for the license granted herein a non-refundable license fee of $[50000], which fee shall be paid by Licensee within 15 days of receipt of a Town invoice for same.

4. **Purpose and Conduct of Use.** The Premises may be occupied and used by Licensee during the Term of this Agreement for the sole purpose of constructing, installing, operating, maintaining and repairing a temporary patio for food and beverage service. In its use and occupancy of the Premises, Licensee shall strictly comply with the following standards and requirements:
   
a. Service shall commence no earlier than 11:30 a.m. and end no later than 10:30 p.m.

b. The Licensee shall provide adequate access to and from the Premises, including access pursuant to the Americans with Disabilities Act (ADA) via curb ramps, pedestrian ramps, or other means.

c. Alcohol service on the patio shall be limited to retail sales of alcohol beverages by the drink. No alcohol tastings or private parties with alcohol service shall be permitted on the patio. Alcohol service requires and is subject to appropriate State
of Colorado and Town permits and/or licenses. Licensee acknowledges no
assurance of any such approval has been made or relied upon.

d. No chairs, tables or any other Licensee improvements, equipment or facilities shall
be placed within the sidewalk corridor depicted on Exhibit “A,” which corridor
shall remain open at all times for pedestrian passage.

e. No amplified sound, signs, banners, utility connections, or hazardous materials
shall be permitted or installed on the Premises.

f. Licensee shall at its sole expense promptly remove from the Premises and any
adjacent areas all trash generated by its operation of the patio facilities.

g. Licensee shall avoid any damage or interference with any Town installations,
structures, utilities, or improvements on, under, or adjacent to the Premises.

5. Improvements. Licensee shall have the right to install on the Premises
improvements consisting of decking, fencing, tables, chairs and other necessary facilities as
described and depicted in Exhibit “B,” collectively, the “Improvements.” Licensee shall be
responsible at its sole expense for the construction, installation, operation, maintenance, repair and
removal of the Improvements. All Improvements installed by the Licensee shall be completed in
accordance with plans and specifications approved in advance by the Town. Any changes shall
require additional advance approval by the Town. All work shall be completed in compliance with
all codes, ordinances, rules and regulations of the Town. Except for the Improvements specifically
authorized by the Town on Exhibit “B”, Licensee shall not place, build, expand, or add to any
structures or other items on the Premises.

6. General Use and Care of Premises. Licensee shall take such actions as are
necessary to maintain the Improvements and Premises in good and safe condition at all times
during the Term. Licensee further agrees to comply at all times during the Term with the
ordinances, resolutions, rules, and regulations of the Town in Licensee’s use and occupancy of the
Premises.

7. No Estate in Premises. Licensee agrees that it does not have or claim, and shall not
at any time in the future have or claim, any ownership interest or estate in the Premises, or any
other interest in real property included in the Premises, by virtue of this Agreement or by virtue of
Licensee’s occupancy or use of the Premises.

8. Termination. The license granted by this Agreement may be suspended or
terminated at any time for any reason. Licensee’s consent shall not be required to suspend or
terminate the license. To the extent practicable, the Town shall provide written notice at least 45
days in advance of the termination date.

9. Compliance. If Licensee fails to comply with its obligations under this Agreement,
the Town may, at its sole option, terminate the license or take such measures as it determines
necessary to bring the Premises into compliance with the terms of the Agreement. The cost of
termination or compliance measures shall be paid by Licensee.
10. **Acknowledgment of General Condition.** Licensee acknowledges that its use and occupancy hereunder is of the Premises in its as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges the Town shall have no obligation to repair, replace or improve any portion of the Premises in order to make such Premises suitable for Licensee’s intended uses.

11. **Acknowledgment and Acceptance of Specific Matters.** Licensee specifically acknowledges that the Premises may not currently meet standards under federal, state or local law for Licensee’s intended use, including but not limited to accessibility standards under the Americans with Disabilities Act and Uniform Building Code and adopted and in force in the Town. Compliance with such standards, if required for Licensee’s use, shall be at the sole cost and expense of Licensee. If Licensee determines that compliance with such standards for Licensee’s use is not feasible or economical, then Licensee may terminate this Agreement and the parties shall be released from any further obligations hereunder.

12. **Liens.** Licensee shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Premises at the instance of Licensee. The Town may at Licensee’s expense discharge any liens or claims arising from the same.

13. **Personal Property.** The Town shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of Licensee placed or located on, at, or in the Premises, it being acknowledged and understood by Licensee that the safety and security of any such property is the sole responsibility and risk of Licensee.

14. **Right of Entry.**

   a. Notwithstanding any other provisions of this Agreement to the contrary, the Town shall at all times have the right to enter the Premises to inspect, improve, maintain, alter, or utilize the Premises or an adjacent premises.

   b. In the case of an emergency, including but not limited to street repairs, water main breaks, and other utility problems, no notice shall be required, and the Town may suspend or terminate the license and utilize the Premises as long as necessary, in the Town’s sole discretion, to adequately respond to such emergency. If such entry requires disturbance of any items placed upon the Premises under this Agreement, the Town shall not be required to repair or replace any such disturbance.

   c. In the case of non-emergency situations, including but not limited to Town special events, the shall provide one week notice of any temporary suspension of the license,

15. **Indemnity and Release.** Licensee shall be solely responsible for any damages suffered by the Town or others as a result of Licensee’s use and occupancy of the Premises during the Term. Licensee agrees to indemnify and hold harmless the Town, its elected and appointed officers, agents, employees and insurers harmless from and against all liability, claims, damages, losses, and expenses arising out of, resulting from, or in any way connected with Licensee’s use and occupancy of the Premises, the conduct of Licensee’s operations or activities on the Premises, liens or other claims made, asserted or recorded against the Premises as a result of Licensee’s use or occupancy thereof, or the rights and obligations of Licensee under this Agreement, including
but not limited to any attorneys’ fees, costs, or expert witness fees incurred by the Town in defense of any claim. Licensee hereby further expressly, releases and discharges the Town, its elected and appointed officers, agents, employees and insurers, from any and all liabilities for any loss, injury, death or damages or any person or property that may be sustained by reason of the use or occupancy of the Premises under this Agreement, excepting only those arising solely from willful and wanton conduct of the Town’s officers or employees.

16. **Insurance.** Licensee shall at its expense obtain, carry and maintain at all times, and shall require each contractor or subcontractor of Licensee performing work on the Premises during the Term to obtain, carry and maintain, a policy of comprehensive general liability insurance insuring the Town and Licensee against any liability arising out of or in connection with Licensee’s use, occupancy or maintenance of the Premises or the condition thereof. Such insurance shall be at all times in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage per occurrence. If Licensee serves liquor on the Premises, Licensee shall also at its expense obtain, carry and maintain at all times host and general liquor liability insurance in the same amount. Such policies shall include coverage for liquor liability and such other endorsements and coverage as the Town may reasonably require. The Town, its elected and appointed officers, agents and employees shall be named as additional insureds on such policies. The policies required above shall be primary insurance, and any insurance carried by the Town shall be excess and not contributory insurance. Such policies shall contain a severability of interests provision. Licensee shall be solely responsible for any deductible losses under each of the policies required above. A certificate of insurance shall be completed by Licensee’s insurance agent(s) as evidence that a policy or policies providing the coverages, conditions, and minimum limits required herein are in full force and effect, and shall be subject to review and approval by the Town prior to commencement of Licensee’s occupancy of the Premises. As between the parties hereto, the limits of such insurance shall not limit the liability of Licensee. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of Licensee to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach hereof upon which the Town may immediately terminate this Agreement.

17. **No Waiver of Immunity or Impairment of Other Obligations.** The Town does not waive or intend to waive by any provision of this Agreement the monetary limitations (presently $150,000 per person and $600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the Town, and its officers and employees.

18. **Restoration of Premises.** At or before the expiration of both the Fall Season and the Summer Season, or otherwise upon the termination of this Agreement, Licensee shall deliver up the Premises in as good a condition as when Licensee took possession, excepting only ordinary wear and tear. At such times, Licensee at its sole expense shall remove from the Premises all Improvements and other items placed on the Premises. If any such Improvements or items are not removed at such times, the Town may remove them at Licensee’s sole expense, and Licensee shall reimburse the Town for all costs incurred, including but not limited to staff time and administrative overhead, within 15 days of receipt of a Town invoice for the same.
19. **Notices.** Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by facsimile transmission or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

**TOWN:**

Town of Carbondale  
c/o Town Manager  
511 Colorado Avenue  
Carbondale, CO 81601

**LICENSEE:**

\[\text{Signature}\]

46th North 41st east  
Carbondale  
CO 81623

or to such other address or the attention of such other person(s) as hereafter designated in writing by the parties. Notices given in the manner described above shall be effective, respectively, upon personal delivery, upon facsimile receipt, or upon mailing.

20. **Existing Rights.** Licensee understands that the license granted hereunder is granted subject to prior agreements and subject to all easements and other interests of record applicable to the Premises. Licensee shall be solely responsible for coordinating its activities hereunder with the holders of such agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such agreements or easements or other interests.

21. **No Waiver.** Waiver by the Town of any breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

22. **Successors & Assigns.** This Agreement is personal to the parties hereto. Licensee shall not transfer or assign any rights hereunder without the prior written approval of the Town, which approval shall be at the Town’s sole option and discretion. The sale or transfer of Licensee’s business shall result in automatic termination of this Agreement.

23. **Entire Agreement; Authority.** This Agreement is the entire agreement between the Town and Licensee and may be amended only by written instrument subsequently executed by the Town and Licensee. The undersigned signatory of Licensee represents that he or she has been duly authorized to execute this Agreement on behalf of Licensee and has full power and authority to bind Licensee to the terms and conditions hereof.

24. **Survival.** All of the terms and conditions of this Agreement concerning release, indemnification, termination, remedies and enforcement shall survive termination of this Agreement.

25. **No Third Party Beneficiaries.** The Parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

TOWN OF CARBONDALE, a Colorado home rule municipal corporation

By: __________________________
Title: Town Manager

ATTEST:

__________________________
Town Clerk

LICENSEE: __________________________

By: __________________________
Title: __________________________

STATE OF COLORADO )
COUNTY OF GARFIELD ) ss

The above and foregoing signature of __________________________, as
________________ of __________________________, was subscribed and sworn to before
me this ___ day of __________________________, 20___.

Witness my hand and official seal.

My commission expires on: __________________________

__________________________
Notary Public
### Permit Application and Report of Changes

**Current License Number**: 47-06686

All Answers Must Be Printed in Black Ink or Typewritten

Local License Fee $___

<table>
<thead>
<tr>
<th>1. Applicant is a</th>
<th>Present License Number</th>
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<tbody>
<tr>
<td>☐ Corporation</td>
<td>47-06686</td>
</tr>
<tr>
<td>☐ Individual</td>
<td></td>
</tr>
<tr>
<td>☐ Partnership</td>
<td></td>
</tr>
<tr>
<td>☑ Limited Liability Company</td>
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<tr>
<th>2. Name of Licensee</th>
<th>3. Trade Name</th>
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<tr>
<td>Senior Taco Show, LLC</td>
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<th>4. Location Address</th>
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<tr>
<td>46 N 4th ST</td>
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<table>
<thead>
<tr>
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<tr>
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<td>Garfield</td>
<td>81623</td>
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**SELECT THE APPROPRIATE SECTION BELOW AND PROCEED TO THE INSTRUCTIONS ON PAGE 2.**

#### Section A – Manager reg/change

- License Account No. ______
- ☐ Manager's Registration (Hotel & Restr.) $75.00
- ☐ Manager's Registration (Tavern) $75.00
- ☐ Manager's Registration (Lodging & Entertainment) $75.00
- ☐ Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE

#### Section C

- ☑ Change, Alter or Modify Premises $150.00 x 2 Total Fee 300.00
- ☐ Retail Warehouse Storage Permit (ea) $100.00
- ☐ Wholesale Branch House Permit (ea) 100.00
- ☐ Change Corp. or Trade Name Permit (ea) 50.00
- ☐ Change Location Permit (ea) 150.00
- ☐ Additon of Optional Premises to Existing H/R $100.00 x ___ Total Fee ______
- ☐ Addition of Related Facility to Resort Complex $75.00 x ___ Total Fee ______
- ☐ Tavern Conversion  No Fee

### Do Not Write in This Space – For Department of Revenue Use Only

<table>
<thead>
<tr>
<th>Date License Issued</th>
<th>License Account Number</th>
<th>Period</th>
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The State may convert your check to a one time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department of Revenue may collect the payment amount directly from your bank account electronically.

**TOTAL AMOUNT DUE** $ .00
5. Retail Warehouse Storage Permit or a Wholesalers Branch House Permit

- Retail Warehouse Permit for:
  - On-Premises Licensee (Taverns, Restaurants etc.)
  - Off-Premises Licensee (Liquor stores)

- Wholesalers Branch House Permit

Address of storage premise:

City _______________________, County _______________________, Zip ________________

Attach a deed/lease or rental agreement for the storage premises.
Attach a detailed diagram of the storage premises.

6. Change of Trade Name or Corporation Name

- Change of Trade name / DBA only

- Corporate Name Change (Attach the following supporting documents)
  1. Certificate of Amendment filed with the Secretary of State, or
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Date filed with Local Authority __________________________ Date of Hearing __________________________

(a) Address of current premises __________________________

City _______________________, County _______________________, Zip ________________

(b) Address of proposed New Premises (Attach copy of the deed or lease that establishes possession of the premises by the licensee)

Address ____________________________

City _______________________, County _______________________, Zip ________________

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Address ____________________________

City _______________________, County _______________________, State ________ Zip ________________

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   (a) Change of Manager (attach Individual History DR 8404-1 H/R, Tavern and Lodging & Entertainment only)
      Former manager’s name ________________________________
      New manager’s name ________________________________
   (b) Date of Employment ________________________________
      Has manager ever managed a liquor licensed establishment? Yes □ No □
      Does manager have a financial interest in any other liquor licensed establishment? Yes □ No □
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   NOTE: Licensees may not modify or add to their licensed premises until approved by state and local authorities.
   (a) Describe change proposed ________________________________
       dining
   (b) If the modification is temporary, when will the proposed change:
       Start 5/1/17 (mo/day/year) End 7/30/17 (mo/day/year)
   NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS $300.00
   (c) Will the proposed change result in the licensed premises now being located 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?
       (If yes, explain in detail and describe any exemptions that apply) ________________________________
       Yes □ No □
   (d) Is the proposed change in compliance with local building and zoning laws? Yes □ No □
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   (Note* Must be completed by August 10, 2017 as the Tavern conversion will no longer be permitted.
       Only Tavern licenses issued before August 10, 2016, that do not fit the definition of a tavern as defined in section
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       Liquor License? ____________________________ Yes □ No □
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       Liquor License? ____________________________ Yes □ No □
### 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.

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<td>Moto Amie</td>
<td>Owner</td>
<td>3-31-17</td>
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### Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)

The foregoing application has been examined and the premises, business conducted and character of the applicant is satisfactory, and we do report that such permit, if granted, will comply with the applicable provisions of Title 12, Articles 46 and 47, C.R.S., as amended. Therefore, This Application is Approved.

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The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.

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REVOCABLE LICENSE AGREEMENT

THIS REVOCABLE LICENSE AGREEMENT (hereinafter "Agreement") is made and entered into this 31 day of March, 2017 by and between the Town of Carbondale, Colorado, a Colorado home rule municipal corporation (hereinafter "Town") and ______________ [legal name of licensee], a ______________ [type of entity; e.g., "a Colorado limited liability company"] (hereinafter "Licensee").

WHEREAS, Licensee desires to obtain a revocable and non-exclusive license from the Town to use and occupy a portion of the Main Street right-of-way for temporary patio improvements for food and beverage service; and

WHEREAS, the Town is willing to grant Licensee a revocable license for such purpose, upon the terms and conditions of this Agreement.

NOW, THEREFORE, the Town and Licensee agree as follows:

1. Licensed Premises. The Town hereby grants to Licensee a revocable and non-exclusive license to occupy and use, subject to all of the terms and conditions of this Agreement, the following described premises (the "Premises"): that portion of the Main Street right-of-way and sidewalk lying within the Main Street right-of-way that is located adjacent to ______________, as more particularly described and depicted in Exhibit "A", attached to this Agreement and incorporated into this Agreement by reference.

2. Term. Unless sooner terminated as provided by this Agreement, the term of the license herein granted is expressly limited to the following periods: 5/1/17 - 10/31/17, collectively, the "Term."

3. Payment. Licensee shall pay for the license granted herein a non-refundable license fee of $________, which fee shall be paid by Licensee within 15 days of receipt of a Town invoice for same.

4. Purpose and Conduct of Use. The Premises may be occupied and used by Licensee during the Term of this Agreement for the sole purpose of constructing, installing, operating, maintaining and repairing a temporary patio for food and beverage service. In its use and occupancy of the Premises, Licensee shall strictly comply with the following standards and requirements:
   a. Service shall commence no earlier than 11:30 a.m. and end no later than 9:00 p.m.
   b. The Licensee shall provide adequate access to and from the Premises, including access pursuant to the Americans with Disabilities Act (ADA) via curb ramps, pedestrian ramps, or other means.
   c. Alcohol service on the patio shall be limited to retail sales of alcohol beverages by the drink. No alcohol tastings or private parties with alcohol service shall be permitted on the patio. Alcohol service requires and is subject to appropriate State
of Colorado and Town permits and/or licenses. Licensee acknowledges no assurance of any such approval has been made or relied upon.

d. No chairs, tables or any other Licensee improvements, equipment or facilities shall be placed within the sidewalk corridor depicted on Exhibit “A,” which corridor shall remain open at all times for pedestrian passage.

e. No amplified sound, signs, banners, utility connections, or hazardous materials shall be permitted or installed on the Premises.

f. Licensee shall at its sole expense promptly remove from the Premises and any adjacent areas all trash generated by its operation of the patio facilities.

g. Licensee shall avoid any damage or interference with any Town installations, structures, utilities, or improvements on, under, or adjacent to the Premises.

5. **Improvements.** Licensee shall have the right to install on the Premises improvements consisting of decking, fencing, tables, chairs and other necessary facilities as described and depicted in Exhibit “B,” collectively, the “Improvements.” Licensee shall be responsible at its sole expense for the construction, installation, operation, maintenance, repair and removal of the Improvements. All Improvements installed by the Licensee shall be completed in accordance with plans and specifications approved in advance by the Town. Any changes shall require additional advance approval by the Town. All work shall be completed in compliance with all codes, ordinances, rules and regulations of the Town. Except for the Improvements specifically authorized by the Town on Exhibit “B”, Licensee shall not place, build, expand, or add to any structures or other items on the Premises.

6. **General Use and Care of Premises.** Licensee shall take such actions as are necessary to maintain the Improvements and Premises in good and safe condition at all times during the Term. Licensee further agrees to comply at all times during the Term with the ordinances, resolutions, rules, and regulations of the Town in Licensee’s use and occupancy of the Premises.

7. **No Estate in Premises.** Licensee agrees that it does not have or claim, and shall not at any time in the future have or claim, any ownership interest or estate in the Premises, or any other interest in real property included in the Premises, by virtue of this Agreement or by virtue of Licensee’s occupancy or use of the Premises.

8. **Termination.** The license granted by this Agreement may be suspended or terminated at any time for any reason. Licensee’s consent shall not be required to suspend or terminate the license. To the extent practicable, the Town shall provide written notice at least 45 days in advance of the termination date.

9. **Compliance.** If Licensee fails to comply with its obligations under this Agreement, the Town may, at its sole option, terminate the license or take such measures as it determines necessary to bring the Premises into compliance with the terms of the Agreement. The cost of termination or compliance measures shall be paid by Licensee.
10. **Acknowledgment of General Condition.** Licensee acknowledges that its use and occupancy hereunder is of the Premises in its as-is condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Licensee acknowledges the Town shall have no obligation to repair, replace or improve any portion of the Premises in order to make such Premises suitable for Licensee's intended uses.

11. **Acknowledgment and Acceptance of Specific Matters.** Licensee specifically acknowledges that the Premises may not currently meet standards under federal, state or local law for Licensee's intended use, including but not limited to accessibility standards under the Americans with Disabilities Act and Uniform Building Code and adopted and in force in the Town. Compliance with such standards, if required for Licensee's use, shall be at the sole cost and expense of Licensee. If Licensee determines that compliance with such standards for Licensee's use is not feasible or economical, then Licensee may terminate this Agreement and the parties shall be released from any further obligations hereunder.

12. **Liens.** Licensee shall be solely responsible for and shall promptly pay for all services, labor or materials furnished to the Premises at the instance of Licensee. The Town may at Licensee's expense discharge any liens or claims arising from the same.

13. **Personal Property.** The Town shall have no responsibility, liability, or obligation with respect to the safety or security of any personal property of Licensee placed or located on, at, or in the Premises, it being acknowledged and understood by Licensee that the safety and security of any such property is the sole responsibility and risk of Licensee.

14. **Right of Entry.**

   a. Notwithstanding any other provisions of this Agreement to the contrary, the Town shall at all times have the right to enter the Premises to inspect, improve, maintain, alter, or utilize the Premises or an adjacent premises.

   b. In the case of an emergency, including but not limited to street repairs, water main breaks, and other utility problems, no notice shall be required, and the Town may suspend or terminate the license and utilize the Premises as long as necessary, in the Town's sole discretion, to adequately respond to such emergency. If such entry requires disturbance of any items placed upon the Premises under this Agreement, the Town shall not be required to repair or replace any such disturbance.

   c. In the case of non-emergency situations, including but not limited to Town special events, the shall provide one week notice of any temporary suspension of the license.

15. **Indemnity and Release.** Licensee shall be solely responsible for any damages suffered by the Town or others as a result of Licensee's use and occupancy of the Premises during the Term. Licensee agrees to indemnify and hold harmless the Town, its elected and appointed officers, agents, employees and insurers harmless from and against all liability, claims, damages, losses, and expenses arising out of, resulting from, or in any way connected with Licensee's use and occupancy of the Premises, the conduct of Licensee's operations or activities on the Premises, liens or other claims made, asserted or recorded against the Premises as a result of Licensee's use or occupancy thereof, or the rights and obligations of Licensee under this Agreement, including
but not limited to any attorneys’ fees, costs, or expert witness fees incurred by the Town in defense of any claim. Licensee hereby further expressly, releases and discharges the Town, its elected and appointed officers, agents, employees and insurers, from any and all liabilities for any loss, injury, death or damages or any person or property that may be sustained by reason of the use or occupancy of the Premises under this Agreement, excepting only those arising solely from willful and wanton conduct of the Town’s officers or employees.

16. **Insurance.** Licensee shall at its expense obtain, carry and maintain at all times, and shall require each contractor or subcontractor of Licensee performing work on the Premises during the Term to obtain, carry and maintain, a policy of comprehensive general liability insurance insuring the Town and Licensee against any liability arising out of or in connection with Licensee’s use, occupancy or maintenance of the Premises or the condition thereof. Such insurance shall be at all times in an amount of not less than $1,000,000 combined single limit for bodily injury and property damage per occurrence. If Licensee serves liquor on the Premises, Licensee shall also at its expense obtain, carry and maintain at all times host and general liquor liability insurance in the same amount. Such policies shall include coverage for liquor liability and such other endorsements and coverage as the Town may reasonably require. The Town, its elected and appointed officers, agents and employees shall be named as additional insureds on such policies. The policies required above shall be primary insurance, and any insurance carried by the Town shall be excess and not contributory insurance. Such policies shall contain a severability of interests provision. Licensee shall be solely responsible for any deductible losses under each of the policies required above. A certificate of insurance shall be completed by Licensee’s insurance agent(s) as evidence that a policy or policies providing the coverages, conditions, and minimum limits required herein are in full force and effect, and shall be subject to review and approval by the Town prior to commencement of Licensee’s occupancy of the Premises. As between the parties hereto, the limits of such insurance shall not limit the liability of Licensee. No required coverage shall be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the Town. The Town reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Failure on the part of Licensee to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach hereof upon which the Town may immediately terminate this Agreement.

17. **No Waiver of Immunity or Impairment of Other Obligations.** The Town does not waive or intend to waive by any provision of this Agreement the monetary limitations (presently $150,000 per person and $600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101 et seq., as from time to time amended, or otherwise available to the Town, and its officers and employees.

18. **Restoration of Premises.** At or before the expiration of both the Fall Season and the Summer Season, or otherwise upon the termination of this Agreement, Licensee shall deliver up the Premises in as good a condition as when Licensee took possession, excepting only ordinary wear and tear. At such times, Licensee at its sole expense shall remove from the Premises all Improvements and other items placed on the Premises. If any such Improvements or items are not removed at such times, the Town may remove them at Licensee’s sole expense, and Licensee shall reimburse the Town for all costs incurred, including but not limited to staff time and administrative overhead, within 15 days of receipt of a Town invoice for the same.
19. **Notices.** Any notices or communication required or permitted hereunder shall be given in writing and shall be personally delivered, or sent by facsimile transmission or by United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

**TOWN:**

Town of Carbondale  
c/o Town Manager  
511 Colorado Avenue  
Carbondale, CO 81601

**LICENSEE:**

[Signature]

46th North St. East  
Carbondale, CO 81623

or to such other address or the attention of such other person(s) as hereafter designated in writing by the parties. Notices given in the manner described above shall be effective, respectively, upon personal delivery, upon facsimile receipt, or upon mailing.

20. **Existing Rights.** Licensee understands that the license granted hereunder is granted subject to prior agreements and subject to all easements and other interests of record applicable to the Premises. Licensee shall be solely responsible for coordinating its activities hereunder with the holders of such agreements or of such easements or other interests of record, and for obtaining any required permission for such activities from such holders if required by the terms of such agreements or easements or other interests.

21. **No Waiver.** Waiver by the Town of any breach of any term of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision thereof.

22. **Successors & Assigns.** This Agreement is personal to the parties hereto. Licensee shall not transfer or assign any rights hereunder without the prior written approval of the Town, which approval shall be at the Town’s sole option and discretion. The sale or transfer of Licensee’s business shall result in automatic termination of this Agreement.

23. **Entire Agreement; Authority.** This Agreement is the entire agreement between the Town and Licensee and may be amended only by written instrument subsequently executed by the Town and Licensee. The undersigned signatory of Licensee represents that he or she has been duly authorized to execute this Agreement on behalf of Licensee and has full power and authority to bind Licensee to the terms and conditions hereof.

24. **Survival.** All of the terms and conditions of this Agreement concerning release, indemnification, termination, remedies and enforcement shall survive termination of this Agreement.

25. **No Third Party Beneficiaries.** The Parties expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.
IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

TOWN OF CARBONDALE, a Colorado home rule municipal corporation

By: ______________________________
Title: Town Manager

ATTEST:

_______________________________
Town Clerk

LICENSEE: _______________________

By: ______________________________
Title: ______________________________

STATE OF COLORADO )
COUNTY OF GARFIELD ) ss

The above and foregoing signature of ____________________________, as ____________ of ____________________________, was subscribed and sworn to before me this ___ day of ________________, 20__.

Witness my hand and official seal.

My commission expires on: ________________

_______________________________
Notary Public

8186236_1
# Certificate of Liability Insurance

**Producer:** Rifle Insurance Agency  
**Address:** PO Box 1700, 450 West Ave #104, Rifle, CO 81650

**Contact:** Melisa Losasso  
**Phone:** (970) 625-1689  
**Fax:** (970) 625-1115  
**Email:** mlosasso@sopris.net  
**Insurer(s) Affording Coverage:** Ohio Security Insurance Co  
**NAIC #:** 24082

**Coverages**

<table>
<thead>
<tr>
<th>Risk</th>
<th>Type of Insurance</th>
<th>Address Use</th>
<th>Policy Number</th>
<th>Policy Eff Date</th>
<th>Policy Exp Date</th>
<th>Policy Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>X</td>
<td>Commercial General Liability</td>
<td>X CLAIMS-MADE X OCCUR</td>
<td>BK57355840</td>
<td>6/9/2016</td>
<td>6/9/2017</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<tr>
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<td>MED EXP (Any one person) $15,000</td>
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<td></td>
<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td>General Aggregate</td>
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<td>Products - Commodity $2,000,000</td>
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<td></td>
<td>Liquor Liability $1,000,000</td>
</tr>
</tbody>
</table>

**Description of Operations/Locations/Vehicles:**
Coverage includes General Liability and Liquor Liability - for the purpose of serving alcohol in the Town of Carbondale Right of way during the month of May 2017 to expiration of this policy.

**Certificate Holder:** cderby@carbondaleco.net  
**Address:** 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:**

**Signature:**

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ACORD 25 (2014/01)  
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INS25 (11/10/11)
Meeting Date: April 11, 2017

TITLE: Tumbleweed Carbondale, LLC Retail Marijuana Store Transfer of Ownership Application

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Retail Marijuana Store Transfer of Ownership Application

BACKGROUND:
On March 1, 2017, staff received Tumbleweed Carbondale, LLC's application for a Transfer of Ownership of a retail marijuana store. S.P. Carbondale Retail, LLC is the current owner and they are located at 259 Main Street. S.P. Carbondale, LLC has held a license for over two (2) years and has never been operational. Tumbleweed Carbondale has been informed that should the Board of Trustees grant the transfer they will have one year from the date of issuance of their license to become operational.

Staff deemed the application to be complete on March 14, 2017 and set their public hearing for April 11, 2017.

- All public hearing notice requirements have been met by town staff and the applicant.
- The proposed local owner, Jessie Miller, will own 10% of the company; he resides in Carbondale.

FINANCIAL

The Applicant has paid the $2,000 retail marijuana store transfer of ownership application fee.

DISCUSSION

The Board may wish to determine if the application is complete and meets all of the criteria concerning transfer of ownership as set forth in the Town of Carbondale Municipal Code, and the Colorado Retail Marijuana Code as adopted.

RECOMMENDATION:

Town staff recommends that the Board of Trustees: move to approve Tumbleweed Carbondale, LLC's Retail Marijuana Store Transfer of Ownership Application.

Prepared By: Cathy Derby

Town Manager
RETAIL MARIJUANA LICENSE APPLICATION

Date of Application: 3/1/17  Date Application Deemed Complete: 3/14/17

Date of Public Hearing: 4/1/17
To be scheduled within 45 days from date application deemed complete

This application is for the following Premises Location License Type (please check [ ] license type and file a separate complete RM License Application if another license type is applicable):

☐ Retail Marijuana Store
☐ Retail Marijuana Products Manufacturing Facility
☐ Transfer of Ownership
☐ Testing Facility
☐ Change of Corporation or LLC Structure
☐ Retail Marijuana Cultivation Facility
☐ Retail Marijuana Testing Facility
☐ Transfer of location
☐ Modification/Alteration of Premises

*Applicant* is defined as the Legal Name of Individual or Business Entity that will hold license if approved.

Applicant is applying as (attach organizational documents):

☐ Corporation  ☐ Sole Proprietor  ☐ Partnership
☐ Limited Liability Company  ☐ Association or Other

Applicant Name: Tumbleweed CARBONDALE, LLC

Trade Name of Establishment (doing business as): Tumbleweed CARBONDALE

Applicant Contact Name (please print): Daniel V Griffin

Address of Premises Location:
259 Main Street, Carbondale, CO 81623

Street Address  City  State  Zip Code

Business Mailing Address (if different from Premise location):
7931 S Broadway, Ste 155, Littleton, CO 80122

Street Address  City  State  Zip Code

Business Phone: 720.810.1187  Emergency Phone: 612.963.1820

Business Email Address: mosby2012@comcast.net  Website Address:

Town Sales Tax License No:  State Sales Tax License No:

State Retail Marijuana License No:  

511 Colorado Avenue
Carbondale, Colorado 81623
**Local Residency Requirement Applicable to Licenses for Retail Marijuana Stores, Cultivation Facilities, and Product Manufacturing Facilities**: The applicant seeking licensure must provide the Town of Carbondale with the name of an agent of the proposed licensee who will serve as a point of contact for the Town. Such agent shall hold at least a partial ownership interest in the retail marijuana store, cultivation facility, or products manufacturing facility and shall have a primary home (as the term is defined in Chapter 5.26) within the 81621, 81623, or 81601 Colorado zip codes. ***The Agent Listed Below Must Complete a Retail Marijuana Business License Background Check and Must Be Fingerprinted*** by the Carbondale Police Department.

<table>
<thead>
<tr>
<th>NAME</th>
<th>HOME ADDRESS, CITY, STATE, ZIP</th>
<th>DOB</th>
<th>POSITION</th>
<th>% OWNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jesse Miller</td>
<td>CO, 81623</td>
<td></td>
<td>AGENT</td>
<td>10%</td>
</tr>
</tbody>
</table>

The Applicant’s Agent shall present for recording one (1) of the following forms of identification:
- An identification card issued in accordance with Section 42-2-302, C.R.S.;
- A valid Colorado driver’s license;
- A United States military identification card;
- A valid passport; or
- An alien registration card.

**Applicant must list** any person having a financial interest in a retail marijuana business. If Applicant is a corporation, partnership, association or limited liability company, Applicant must list ALL OFFICERS, DIRECTORS, PARTNERS, MEMBERS AND MANAGING MEMBERS OF THE ENTITY, AS APPLICABLE TO THE PARTICULAR ENTITY, AS WELL AS EACH PERSONS HAVING A FINANCIAL INTEREST IN THE ENTITY. For purposes of this requirement and the following question regarding felony convictions, a “financial interest” means any ownership interest including, without limitation, a membership, directorship, officership or any creditor interest, whether or not such interest is evidenced by any written document.

**ALL PERSONS LISTED BELOW MUST COMPLETE A RETAIL MARIJUANA BUSINESS LICENSE BACKGROUND CHECK AND MUST BE FINGERPRINTED** by a Police Department. If necessary, provide additional information on a separate sheet.

<table>
<thead>
<tr>
<th>NAME</th>
<th>HOME ADDRESS, CITY, STATE, ZIP</th>
<th>DOB</th>
<th>POSITION</th>
<th>% OWNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daniel Griffin</td>
<td>CO, 80214</td>
<td></td>
<td>Owner</td>
<td>45%</td>
</tr>
<tr>
<td>Sherri Marzario</td>
<td>81632</td>
<td></td>
<td>Owner</td>
<td>45%</td>
</tr>
</tbody>
</table>

The Applicant shall present for recording one (1) of the following forms of identification:
- An identification card issued in accordance with Section 42-2-302, C.R.S.;
- A valid Colorado driver’s license;
- A valid driver’s license containing a picture issued by another state;
- A United States military identification card;
- A valid passport; or
- An alien registration card.

Has any person listed above ever been convicted of a felony in a federal, state, or other court?
- [ ] Yes
- [X] No

If the answer is yes, please provide the following (if necessary, please provide additional information on a separate sheet):
<table>
<thead>
<tr>
<th>Name of Person</th>
<th>Name &amp; Location of Court</th>
<th>Charge Convicted Of</th>
<th>Sentence</th>
<th>Date of Sentencing</th>
<th>Last Date of Incarceration/Parole/Probation or Other Discharge of Sentence</th>
</tr>
</thead>
<tbody>
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Does the Applicant have legal possession of the premises for at least one (1) year from the date that this license will be issued by virtue of ownership, lease or other arrangement? ☐ Yes ☐ No

If the answer is yes, please provide proof of possession (i.e. lease, etc.)

☐ Ownership ☐ Lease ☐ Other (explain in detail): __________________________________________________________

If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:

<table>
<thead>
<tr>
<th>Landlord</th>
<th>Tenant</th>
<th>Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Porter G, LLC</td>
<td>Tumbleweed CARBONDALE LLC</td>
<td>09/30/2026</td>
</tr>
</tbody>
</table>

Building Owner’s Mailing Address:
P.O. Box 1132, Carbondale, CO 81623

Street Address City State Zip Code

Contact Phone Numbers: __________________________________________________________

Is this proposed premises to be licensed within 500 feet of any school or licensed child care facility? ☐ Yes ☐ No

Is this proposed premises to be licensed within 500 feet of any alcohol or drug treatment facility? ☐ Yes ☐ No

If this proposed premises is a retail marijuana store located on Main Street between 7th Street and Snowmass Drive, is the proposed retail marijuana store within 400 feet of another retail marijuana store? ☐ Yes ☐ No

Is this proposed premises location the only location that is affiliated with this business? ☐ Yes ☐ No

If there is another location associated with this business entity, please list all other premise location addresses both in and outside of the Town of Carbondale (e.g. all medical/retail marijuana centers, medical/retail cultivation operations and medical/retail marijuana-infused products manufacturing operations which operate in concert to form this business entity):

<table>
<thead>
<tr>
<th>Type of Business</th>
<th>Location (Street, City, State, Zip Code)</th>
</tr>
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</tbody>
</table>

Name of on-site manager for licensed premises: Sheiri Miazario

Home Address: Cordilleran Co 81623

Street Address City State Zip Code

3
Business Cell Phone Number: 612 865 7096  
Email Address: [redacted]@com

Driver's License Number:  
Jurisdiction that issued Driver's License: Co

Who, besides the owners or other persons listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, or equipment to, or for use in, this business or will receive money from this business? If necessary, please provide additional information on a separate sheet.

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS, CITY, STATE, ZIP</th>
<th>DOB</th>
<th>% OWNED</th>
</tr>
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<tbody>
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</tbody>
</table>

Attach a summary list of all loans, notes and security instruments, gifts, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation. Executed and complete copies of same.

Please provide the names and addresses of any employee or proposed employees of the retail marijuana business. ALL PERSONS LISTED BELOW MUST COMPLETE A RETAIL MARIJUANA BUSINESS LICENSE BACKGROUND CHECK AND MUST BE FINGERPRINTED by a Police Department.

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS, CITY, STATE, ZIP</th>
<th>DOB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cherri L Marzario</td>
<td>Orillia</td>
<td>8/16/32</td>
</tr>
<tr>
<td>Mark A Smith</td>
<td>Cordillera</td>
<td>8/16/32</td>
</tr>
</tbody>
</table>

State the hours of operation (between 8:00 a.m. and 12:00 a.m. Mountain Standard Time) each day:

- **Monday**: 8:00 to 9:00
- **Tuesday**: 8:00 to 9:00
- **Wednesday**: 8:00 to 9:00
- **Thursday**: 8:00 to 9:00
- **Friday**: 8:00 to 9:00
- **Saturday**: 8:00 to 9:00
- **Sunday**: 8:00 to 9:00

Will there be ANY remodeling or building alterations? □ Yes □ No

If YES, have you applied for a building permit? □ Yes □ No

Will you be installing a new sign or changing an existing sign? □ Yes □ No

If YES, have you applied for a sign permit? □ Yes □ No

Does the Applicant have a comprehensive business operating plan? □ Yes □ No

The business operating plan must be attached and contain, at a minimum the following:

4
• Lease
• Operating Agreement
• A description of the security provisions and systems which must include, at a minimum:
  o Security surveillance cameras installed and properly maintained to monitor each
    entrance along the interior and exterior of the premises to discourage crime and to
    facilitate the reporting of criminal acts as well as nuisance activities; security video
    shall be preserved in the manner and for the period of time set forth in the Colorado
    Marijuana Enforcement Division Rules, as amended from time to time;
  o Robbery and burglary alarm systems that are professionally monitored and
    maintained in good working condition;
  o Exterior lighting that illuminates the exterior walls of the business during evening
    hours and is compliant with Town Code;
  o A secure safe that is utilized for the purposes of storing cash and marijuana that is
    not then being actively cultivated when the business is not open; and
  o Locking systems for exterior doors that are designed and installed in such fashion
    as to deter unlawful entry and provide safe emergency egress.
• A description of all goods to be sold;
• An exterior lighting plan;
• A description of any cultivation activities within the marijuana business which includes,
  without limitation, the area in which plants will be grown, a description of the lighting
  system for the lighting system for cultivation, a description of the ventilation and odor
  filtration system for the premises, if any, and a description of the automatic fire suppression
  system, if any; and
• Any additional information that the Authority reasonably determines to be necessary in
  connection with the investigation, review and determination of the application.
• List and addresses of all residents and businesses located within 300 feet of facility. Note:
  Applicant must provide written notice of the public hearing to the list of businesses and
  residents at least 15 days prior to the public hearing.

Oath of Application

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 and belief. I also acknowledge that it is my
responsibility and the responsibility of my agents and employees to comply with the provisions of the
Town of Carbondale Municipal Code and all Rules and Regulations which govern my Retail Marijuana
License Application. I further acknowledge that it is my responsibility to provide the Town with
amendments to this application in the event that any information provided herein changes after the
date of application.

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Printed Name and Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Daniel V Griffin</td>
<td>2-7-17</td>
</tr>
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</table>
FOR TOWN INTERNAL USE ONLY

Applicant Name: Tumbleweed Carbondale
Trade Name: Tumbleweed Carbondale

Premises Address: 859 Main St, Carbondale CO 81623

Street Address ___ City ___ State ___ Zip Code ___

Finance Department (Date Applied for New Sales Tax License) X Approved □ Denied
Basis for recommendation: will apply when approved

Police Department (Date Sent: ) As to background check, business plan and operating characteristics for New License is recommended to be:
□ Approved □ Denied
Basis for recommendation: OK AS TO FORM

Planning Department (Date Sent: 3/6/17) As to distance measurements, allowed zoning, signage for New License is recommended to be:
X Approved □ Denied
Basis for recommendation: conforms to applicable zoning regs.

Building Department (Date Sent: 3/6/17) As to building specifications (e.g. electrical, plumbing, structural) for New License is recommended to be:
X Approved □ Denied
Basis for recommendation: CHANGE OF OWNERSHIP HAS NO BUILDING DEPT. CONCERNS

Town Manager (Date Sent: 3/8/17) As to completion and thorough departmental review of Application for New License is recommended to be:
X Approved □ Denied
Basis for recommendation: __________

Clerk's Office

□ New Medical Marijuana Business License: Type: __________
□ Date Approved □ Date Written Notice of Approval Sent
□ Date Denied □ Date Written Notice of Denial Sent
□ Date of Premises Inspection Approval □ License Issue Date □ Expiration Date
1. For a more detailed view of a licensee's background, click on the licensee name from the alphabetical list below. Results will open in a new window.

2. Click the numbers below the grid to see additional pages of licensees.

3. To download a delimited text file of the search results, click the Download button (fees may apply).

4. Click here to open a document on how to use the download file in MS Excel or Google Sheets.

5. To return to the Search page, use either the New Person Search button or the New Facility Search button below. Do not use your browser's back button.

### Results

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</tr>
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</table>
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,

Tumbleweed CARBONDALE

is a

Limited Liability Company

formed or registered on 07/24/2016 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 20161493273.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/03/2017 that have been posted, and by documents delivered to this office electronically through 02/06/2017 @ 15:36:14.

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 02/06/2017 @ 15:36:14 in accordance with applicable law. This certificate is assigned Confirmation Number 10062217.

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/business_certificates.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."
LIMITED LIABILITY COMPANY
OPERATING AGREEMENT

Tumbleweed CARBONDALE
A Colorado Limited Liability Company
(Member-Managed)

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective 29th day of November, 2016, by and among: Daniel V Griffin and Sherri L Marzario

SECTION 1. THE LIMITED LIABILITY COMPANY

1.1 Formation. Effective November 29th, 2016 the Members form a limited liability company under the name Tumbleweed CARBONDALE, LLC (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Act of the State of Colorado (the "Act"). The Members agree to file with the appropriate agency within the State of Colorado charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name Tumbleweed CARBONDALE or such other name upon which the Members may unanimously may agree.

1.3 Purpose. The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Colorado.

1.4 Office. The Company will maintain its principal business office within the State of Colorado at the following address: 304 Highway 133, Carbondale, CO 81623

1.5 Registered Agent. Mark Smith, is the Company's initial registered agent in the State of Colorado, and the registered office is 57 Edwards Access Road, Unit 20, Edwards, CO 81623

1.6 Term. The term of the Company commences on November 29th, 2016 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 Names and Addresses of Members. The Members' names and addresses are attached as Schedule 1 to this Agreement.

1.8 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

SECTION 2. CAPITAL CONTRIBUTIONS

2.1 Initial Contributions. The Members initially shall contribute to the Company capital as described in Schedule 2 attached to this Agreement.

2.2 Additional Contributions. No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

2.3 No Interest on Capital Contributions. Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.
SECTION 3. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Profits/Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 Distributions. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(i)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(i)(d).

3.3 No Right to Demand Return of Capital. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4. INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no le Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

SECTION 5. POWERS AND DUTIES OF MANAGERS

5.1 Management of Company.

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in interest of the Members to manage and operate the business and affairs of the Company.

5.2 Decisions by Members. Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

5.3 Withdrawal by a Member. A Member has no power to withdraw from the Company, except as otherwise provided in Section 8.
SECTION 6. SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 Organization Expenses. All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 Salary. No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

6.3 Legal and Accounting Services. The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7. BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 Method of Accounting. The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

7.3 Capital Accounts. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8. TRANSFER OF MEMBERSHIP INTEREST

8.1 Sale or Encumbrance Prohibited. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other non-transferring Members determined on a per capita basis.

8.2 Right of First Refusal. Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must recite the offer of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the
expiration of the 30-day period described above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 **Substituted Parties.** Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

(1) The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

(2) The transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4 **Death, Incompetency, or Bankruptcy of Member.** On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 **Death Buy Out.** Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and the value will be endorsed on Schedule 3 attached and made a part of this Agreement. The value of each Member's Interest will be re-determined unanimously by the Members annually, unless the Members unanimously decide to re-determine those values more frequently. The Members will use their best efforts to endorse those values on Schedule 3. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member; provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The
appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than $1,000.00, the purchase price will be paid in cash; if the purchase price is $1,000.00 or more, the purchase price will be paid as follows:

1. $1,000.00 in cash, bank cashier's check, or certified funds;

2. The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 9. DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 Dissolution. The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law, or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event
that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 Winding Up. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons of organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10. GENERAL PROVISIONS

10.1 Amendments. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

10.2 Governing Law. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Colorado (without regard to principles of conflicts of law).

10.3 Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 Attorney Fees. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 Further Effect. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 Captions. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

10.8 Notices. All notices required to be given by this Agreement will be in writing and will be effective
when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Daniel V. Griffin
Member

Shawn J. Marzano
Member
Listing of Members – Schedule 1

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
Tumbleweed CARBONDALE
LISTING OF MEMBERS

As of the 29th day of November 2016, the following is a list of Members of the Company:

NAME:                     ADDRESS:

Daniel V Griffin          660 N Bryant Street
                          Denver, CO 80204

Sherri L Marzario         1187 Gore Trail
                          Cordillera, CO 81632

Jesse Miller              492 Morrison Street
                          Carbondale, CO 81632

Authorized by Member(s) to provide Member Listing as of this 29th day of November 2016.

Daniel V Griffin
General Manager/Member
Listing of Valuation of Members Interest -- Schedule 3

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
Tumbleweed CARBONDALE, LLC
VALUATION OF MEMBERS INTEREST

Pursuant to ARTICLE 8, the value of each Member’s interest in the Company is endorsed as follows:

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<tr>
<td>Sherri L Marzano</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Jesse Miller</td>
<td>$500.00</td>
</tr>
</tbody>
</table>
Assignment of Lease

This assignment of lease is entered into this __________ th day of March by and between Hans Peter Hansen and Gwendolyn A. Hansen as landlord and SP Carbondale Retail, LLC as tenant and Tumbleweed Carbondale LLC as assignee. The parties agree to the following:

1. The lease attached here to is in effect and in full force and effect.
2. The landlord agrees to allow tenant to assign the lease to Tumbleweed Carbondale LLC effective as of March 14, 2017.
3. This assignment shall not release tenant from any of its obligations under the lease and this assignment shall simply add Tumbleweed Carbondale LLC as an additional party to abide by all the terms and conditions in the lease as tenant.
4. This Assignment shall be null and void and cease to remain in force if Tumbleweed Carbondale LLC: (i) does not receive approval for a state and local marijuana license at the location or (ii) receives approval from the Town of Carbondale and the MED to transfer the license held by SP Carbondale Retail, LLC to its new location on Hwy 133 in Carbondale, CO. In the event that Tumbleweed Carbondale LLC is approved for a marijuana license at 259 Main Street and does not transfer the license by April 30, 2017, SP Carbondale Retail, LLC shall have the right to terminate the lease in accordance with its terms. If this assignment shall become null and void, SP Carbondale Retail, LLC shall be reinstated as tenant.

Agreed to this __________ th day of March

LANDLORD:

[Signature]
Hans Peter Hansen

(Tenant SP Carbondale Retail LLC)

[Signature]
Jordan A. Lewis, Manager

(Assignee Tumbleweed Carbondale LLC)

[Signature]
Mark A. Smith, CEO
Lease Agreement

* Effective February 12, 2017, Hans Peter Hansen and Gwendolyn A. Hansen (Landlord) and SP Carbondale Retail, LLC (Tenant) agree as follows regarding Tenant's lease ("Lease") of 259 Main Street, Carbondale, CO 81623 ("Premises"). This agreement shall supersede all prior agreements of the parties.

* The term of the Lease shall be two (2) years plus commencing on February 12, 2017 and terminating on March 31, 2019, unless sooner terminated by either party as provided below.

* The Premises may be occupied and used by Tenant as a licensed commercial retail facility for the sale of cannabis and cannabis products, and Tenant shall indemnify, defend and hold Landlord harmless from any claims attributable to Tenant's use or occupancy of the Premises.

* Tenant acknowledges that it has had a full opportunity to examine the Premises and the condition of the Premises. Tenant accepts Premises in its "AS IS" and "WHERE IS" condition without any warranty of any kind from Landlord or any person on behalf of Landlord.

* Tenant shall be responsible for keeping the building in good repair and contacting and paying various trades and companies for 100% of the repair and maintenance of the building.

* Commencing February 12, 2017, Base Rent shall be $4,000 per month, as of that date. Thereafter, Base Rent shall be payable in advance on the first day of each month. In addition to the monthly Base Rent, Tenant shall also pay as Additional Rent during the term of the Lease:

  o Tenant shall independently contract for and pay all expenses for gas, heat, water, sewer, internet, telephone, cable or satellite TV and snow removal services.

  o Landlord shall retain the electric utility contract with Xcel Energy for electric utility service, but Tenant shall pay any increase in monthly electric utility charges for the Premises over the charges assessed for 2016.

  o Tenant shall pay any increase in real property taxes for the Premises over the taxes for the year 2016 and any increase in insurance premiums for the Premises over the premiums for the year 2016, which increases shall be allocated pro-rata on a monthly basis.

  o Monthly Base Rent will be adjusted on February 1, 2018 based on average inflation for 2017 as established by the United States Bureau of Labor Statistics Consumer Price Index for Denver-Boulder-Greeley.

* Any payment of Base Rent due not received by Landlord by the Fifth (5th) day of each month, or any payment of Additional Rent not received by Landlord within Thirty (30) days following Landlord’s written notice to Tenant that Additional Rent is due, shall accrue interest at the rate of 2.5% per month until that delinquent Base Rent or Additional Rent payment and accrued interest is paid in full.

* Upon default in payment of Rent or Additional Rent after either applicable grace period, Landlord shall have the right to terminate the Lease if payment is not made within three (3) days following receipt of written notice by Tenant. Tenant shall have the right to terminate the Lease with sixty (60) days prior written notice to Landlord, provided, however, Tenant shall remain obligated to pay all Monthly Base Rent ($24,000) and all Additional Rent through the effective date of termination, plus all accrued interest and all damages attributable to Tenant's breach of any term of condition of the Lease.

  o Upon the effective date of Landlord's termination of the Lease, Landlord shall have no further obligation to Tenant. At termination of the Lease by either Landlord or Tenant, all Tenant improvements attached to the floors, walls or ceilings of the Premises shall become the property of the Landlord.

* Tenant may only assign the Lease upon Landlord's prior written approval, which Landlord may reasonably withhold if the proposed assignee evidences to Landlord any financial weakness, lack of business experience, questionable background or poor reputation.

[Signature]
Hans Peter Hansen

[Signature]
By: [Signature]
Tenant: SP Carbondale Retail, LLC
By: Jordan A. Lewis, Manager
ASSET PURCHASE AND SALE AGREEMENT

This ASSET PURCHASE AND SALE AGREEMENT (this “Agreement”) is entered into as of this 10th day of February, 2017 (the “Effective Date”) by and between TUMBLEWEED CARBONDALE, a Colorado limited liability company (“Buyer”), and SP CARBONDALE RETAIL LLC, a Colorado limited liability company (“Seller”). Buyer and Seller are sometimes referred to herein each as a “Party” and, collectively, as the “Parties.”

RECITALS

WHEREAS, Seller is the owner of the Assets (defined below).

WHEREAS, Seller desires to sell, assign and transfer the Assets to Buyer and Buyer desires to purchase the Assets, all on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties hereby agree as follows:

AGREEMENT

ARTICLE I

DEFINITIONS

1.1 Definitions.

As used in this Agreement, and unless the context requires a different meaning, the following terms have the meanings indicated:

“Adjustment Deposit” has the meaning set forth in Section 2.3(b).

“Assets” means the State of Colorado and Town of Carbondale retail marijuana licenses of Seller as described on Exhibit A.

“Assignment” has the meaning set forth in Section 2.5(a)(2).

“Agreement” has the meaning set forth in the preface to this Agreement.

“Buyer” has the meaning set forth in the preface to this Agreement.

“Closing” has the meaning set forth in Section 2.5(a).

“Deposit” has the meaning set forth in Section 2.3(b).

“Effective Date” has the meaning set forth in the preface to this Agreement.
“Encumbrance” means any lien, pledge, claim, judgment, charge, mortgage, security interest, option, right of first refusal, or other similar interest in the Assets.

“Escrow Agent” means Genshaft Cramer LLP.

“Escrow Agreement” refers to the agreement with the Escrow Agent in the form of Exhibit C.

“Governmental Entity” means any national, federal, state, municipal, local, territorial, foreign or other government or any department, commission, board, bureau, agency, regulatory authority or instrumentality thereof, or any court, judicial, administrative or arbitral body or public or private tribunal.

“MED” means the State of Colorado, Department of Revenue Marijuana Enforcement Division.

“MED Meeting” means the meeting with the MED to be scheduled for April of 2017 at 1697 Cole Blvd #200, Lakewood, CO 80401 for approval of the transfer of the Assets.

“Party” or “Parties” has the meaning set forth in the preface to this Agreement.

“Person” means any individual, partnership, joint venture, corporation, limited liability company, trust, joint-stock company, unincorporated entity or association, organization, Governmental Entity or other legal entity.

“Proceeding” means any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Entity or any arbitrator or arbitration panel.

“Purchase Price” has the meaning set forth in Section 2.2.

“Purchase Price Adjustment” has the meaning set forth in Section 2.2.

“Seller” has the meaning set forth in the preamble to this Agreement.

“Transaction Documents” means this Agreement and the other documents delivered pursuant to the terms of this Agreement.

1.2 Terms Generally.

The definitions set forth or referenced in Section 1.1 apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” will be deemed to be followed by the phrase “without limitation.” The word “or” is not exclusive. The words “herein,” “hereof” and “hereunder” and words of similar import refer
to this Agreement (including the Exhibits) in its entirety and not to any part hereof unless the context otherwise requires. All references to Articles, Sections, and Exhibits will be deemed references to Articles and Sections of, and Exhibits to, this Agreement unless the context otherwise requires. Unless the context otherwise requires, any references to any agreement or other instrument or statute or regulation are to it as amended and supplemented from time to time (and, in the case of a statute or regulation, to any successor provisions). Any reference to a “day” or number of “days” (without the explicit qualification of “business”) will be interpreted as a reference to a calendar day or number of calendar days. Any reference to a “business day” means any day which is not a Saturday, Sunday or day on which banks in the State of Colorado are authorized or required by law to close. If any action or notice is to be taken or given on or by a particular calendar day, and such calendar day is not a business day, then such action or notice will be deferred until, or may be taken or given on, the next business day. All references to dollar amounts in this Agreement and in the other Transaction Documents shall be references to United States Dollars.

ARTICLE II
BASIC TRANSACTION

2.1 Purchase and Sale of Assets and Assumption of Liabilities.

On the terms, and subject to the conditions set forth in this Agreement, Buyer agrees to acquire from Seller, and Seller agrees to sell, assign, transfer and deliver to Buyer, at the Closing, the Assets free and clear of all Encumbrances, but subject to any requirements or conditions of the MED or Town of Carbondale including change of ownership approval and location.

2.2 Purchase Price.

The aggregate consideration for the sale of the Assets to Buyer shall be Two Hundred Twenty-Nine Thousand Dollars ($229,000) (the “Purchase Price”); provided, however, the Purchase Price shall be adjusted in accordance with the following sentence. In the event that the Closing does not occur within thirty (30) days following the MED Meeting, the Purchase Price shall increase $4,000 for each thirty (30) day period or portion thereof from the end of such thirty (30) day period until the Closing Date (“Purchase Price Adjustment”). If the Closing occurs within thirty (30) days following the MED Meeting, Seller shall be entitled to no Purchase Price adjustment and $8,000 of the Adjustment Deposit shall be credited to Buyer at Closing; if the Closing occurs within thirty (30) days after such first thirty (30) day period, Seller shall be entitled to a Purchase Price adjustment of $4,000 and $4,000 of the Adjustment Deposit shall be credited to Buyer at Closing; and if the Closing occurs within thirty (30) days after such second thirty (30) days period, Seller shall be entitled to a Purchase Price adjustment of $8,000 and $0 of the Adjustment Deposit shall be credited to Buyer at Closing.

2.3 Payment of the Purchase Price.

The Purchase Price shall be paid by Buyer to Seller in cash as follows:
(a) Buyer shall pay to Seller a non-refundable deposit in the amount of One Hundred Thousand Dollars ($100,000) ("Earnest Money") as follows:

(i) $25,000 upon mutual execution of this Agreement;
(ii) $25,000 on or before February 23, 2017;
(iii) $25,000 on or before March 2, 2017; and
(iv) $25,000 on or before March 9, 2017.

(b) Buyer shall deposit with the Escrow Agent One Hundred Thirty-Seven Thousand Dollars ($137,000), which shall include the Purchase Price Adjustment ("Deposit") pursuant to the terms of the Escrow Agreement in the form of Exhibit D as follows:

(i) $25,000 on or before March 16, 2017;
(ii) $25,000 on or before March 23, 2017;
(iii) $25,000 on or before March 30, 2017;
(iv) $25,000 on or before April 6, 2017; and
(v) $37,000 not less than five (5) days before the MED Meeting.

In the event the Closing occurs or the Assets are otherwise transferred automatically to Buyer through government process, the Deposit will be paid to Seller, provided that any Purchase Adjustment to be refunded to Buyer pursuant to Section 2.2 (if any) shall be paid to Buyer. If the Closing does not occur (and the Assets are not otherwise transferred automatically to Buyer through government process), the Deposit will be paid by the Escrow Agent to Buyer. Upon execution of this Agreement, Buyer and Seller shall execute the Escrow Agreement.

2.4 Transfer Taxes and Application Fees.

Buyer shall bear and pay, and shall reimburse Seller for any application fees, transfer taxes, or similar taxes, charges, fees or expenses that may become payable in connection with the sale of the Assets to Buyer (excluding Seller’s income taxes).

2.5 Closing.

(a) The closing of the transactions contemplated by this Agreement (the "Closing") will occur three (3) days following approval of the transfer of the Assets by the MED. At the Closing, Seller shall deliver to Buyer, the following:

(i) The Assets;

(ii) The assignment agreement, substantially the form attached hereto as Exhibit B and incorporated herein by reference (the "Assignment");
(iii) A certificate of good standing of Seller, issued as of a recent date by the Colorado Secretary of State;

(iv) A copy of the resolutions duly adopted by the managers of Seller authorizing the execution and delivery of this Agreement and the Transaction Documents to which is it a party; and

(v) All other certificates, documents and instruments reasonably requested by Buyer necessary to effect the transactions contemplated in this Agreement.

(b) At the Closing, Buyer shall deliver to Seller the following:

(i) Payment of the balance of the Purchase Price to Seller;

(ii) A certificate of good standing of Buyer, issued as of a recent date by the Colorado Secretary of State;

(iii) A copy of the resolutions duly adopted by the manager(s) of Buyer authorizing the execution and delivery of this Agreement and the Transaction Documents to which is it a party; and

(iv) All other certificates, documents and instruments reasonably requested by Seller necessary to effect the transactions contemplated in this Agreement.

2.6 Termination of Agreement.

(c) Certain of the Parties may terminate this Agreement as provided below:

(i) Buyer and Seller may terminate this Agreement by mutual written consent at any time prior to the Closing;

(ii) Buyer may terminate this Agreement by giving written notice to Seller at any time prior to the Closing in the event (i) of a default by Seller that is not cured within ten (10) days following notice to Seller or (ii) the Assets cannot be transferred due to the fault of the Seller; and

(iii) Seller may terminate this Agreement by giving written notice to Buyer: (A) at any time prior to the Closing in the event of a default by Buyer that is not cured within ten (10) days following notice to Seller or (B) not less than ninety-one (91) days following the MED Meeting if the Closing shall not have occurred.

(d) In the event that this Agreement is terminated pursuant to Section 2.6, the Parties shall have no further obligations hereunder; provided, however, in the event Buyer terminates pursuant to (c)(ii), Seller shall immediately refund the Earnest Money and Adjustment Deposit to Buyer.
2.7 Pre-Closing Covenants. From the date of this Agreement until Closing the
certain Parties covenant and agree to the following:

(a) Buyer shall use commercially reasonable efforts in applying for and
obtaining approval of a change of ownership from the MED and the Town of Carbondale with
respect to the Assets; and

(b) Seller shall use commercially efforts to cooperate with Buyer in
connection with (a) above, provided that the same shall be at Buyer’s expense.

2.8 Post-Closing Obligations.

If, at any time after Closing, any further reasonable action is necessary to carry out the
purposes of this Agreement, each of the Parties will take (and cause their affiliates to take) such
further action (including the execution and delivery of such further instruments and documents)
as any other Party reasonably may request, all at the sole cost and expense of the requesting
Party.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF
SELLER

Seller represents and warrants to Buyer as of the Effective Date and as of the Closing
Date, as follows:

3.1 Organization; Powers.

Seller is a limited liability company duly incorporated, validly existing and in good
standing under the laws of the State of Colorado and has all requisite power and authority to own
the Assets.

3.2 Authorization; Enforceability.

Seller has the requisite limited liability company power and authority to execute and
deliver this Agreement and the other Transaction Documents to which it is a party and to
consummate the transactions contemplated hereby and thereby and such execution and delivery
has been duly authorized by all necessary action on the part of Seller. This Agreement and each
other Transaction Document to which Seller is a party has been duly and validly executed and
delivered by Seller and constitutes valid and binding obligations of Seller, enforceable against
Seller in accordance with their respective terms, except as such enforceability may be limited by
(a) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability
affecting the enforcement of creditors' rights and (b) the application of general principles of
equity (regardless of whether such enforceability is considered in a proceeding in equity or at
law).

3.3 Consents and Approvals; No Conflicts; No Violations.
Except for approval of the MED and the Town of Carbondale:

(a) Neither the execution or delivery of this Agreement or any other Transaction Document by Seller, nor the consummation of the obligations and transactions contemplated hereby or thereby by Seller (i) requires any consent, approval or action of, authorization by, exemption from, filing with or notice to any Governmental Entity or any other Person, other than consents, approvals, registrations or filings which have been obtained or made and are in full force and effect; (ii) conflicts with or would result in a breach or violation of or a default under any of the terms, conditions or provisions of any agreement, contract or other arrangement to which Seller is a party or by which it is bound or to which any of its assets is subject; or (iii) violates or conflicts with any statute, rule, regulation, order, judgment or decree applicable to Seller or its organizational documents.

(b) There are no provisions of Seller’s organizational documents, no agreements to which Seller is a party and no agreements by which Seller is bound, which would restrict or prevent Seller from complying with the terms of this Agreement or the other Transaction Documents and the transactions contemplated hereby or thereby.

3.4 Title to Assets.

Subject to approval of the MED and the Town of Carbondale, Seller (i) has good, valid, and marketable title to the Assets with full power to sell, transfer and assign the Assets free and clear of any Encumbrances, (ii) has taken all actions necessary to transfer the Assets to Buyer free and clear of all Encumbrances and (iii) shall transfer to Buyer at Closing good and indefeasible title to the Assets free and clear of any and all Encumbrances of any nature whatsoever.

3.5 Litigation.

There is no claim, action, proceeding, lawsuit, inquiry, arbitration or investigation before or by any court, public board, arbitrator or other Governmental Entity pending or, to the knowledge of Seller, threatened against or affecting the Assets. Seller is not subject to any outstanding order, ruling, judgment or decree with respect to the Assets.

3.6 Proceedings.

Except for approval of the MED and the Town of Carbondale, there is no Proceeding pending against, or to the knowledge of Seller threatened against or affecting Seller before any court or arbitrator or any governmental body, agency or official which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

3.7 Brokers.

Other than Christopher Stefan who is being compensated by Seller, there is no broker, investment banker, financial advisor, finder or other Person which has been retained by or is authorized to act on behalf of Seller who might be entitled to any fee or commission in
connection with the transactions contemplated by this Agreement for which Buyer shall be liable.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller as of the Effective Date and as of the Closing Date, as follows:

4.1 Organization.

Buyer is a Colorado limited liability company duly organized, validly existing, and in good standing under the laws of Colorado.

4.2 Authorization; Enforceability.

Buyer has the requisite limited liability company power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party and to consummate the transactions contemplated hereby and thereby and such execution and delivery has been duly authorized by all necessary action on the part of Buyer. This Agreement and each other Transaction Document to which Buyer is a party has been duly and validly executed and delivered by Buyer and constitutes legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or similar laws of general applicability affecting the enforcement of creditors' rights and (b) the application of general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.3 No Conflicts; Compliance with Laws.

Except for approval of the MED and the Town of Carbondale:

(a) Neither the execution or delivery of this Agreement or any other Transaction Document by Buyer, nor the consummation of the obligations and transactions contemplated hereby or thereby by Buyer (i) requires any consent, approval or action of, authorization by, exemption from, filing with or notice to any Governmental Entity or any other Person, other than consents, approvals, registrations or filings which have been obtained or made and are in full force and effect; (ii) conflicts with or would result in a breach or violation of or a default under any of the terms, conditions or provisions of any agreement, contract or other arrangement to which Buyer is a party or by which it is bound or to which any of its assets is subject; or (iii) violates or conflicts with any statute, rule, regulation, order, judgment or decree applicable to Buyer or its organizational documents. Buyer is not in violation of its organizational documents.
(b) There are no provisions of Buyer’s organizational documents, no agreements to which Buyer is a party and no agreements by which Buyer is bound, which would restrict or prevent Buyer from complying with the terms of this Agreement or the other Transaction Documents and the transactions contemplated hereby or thereby.

4.4 Proceedings.

Except for approval of the MED and the Town of Carbondale, there is no Proceeding pending against, or to the knowledge of Buyer threatened against or affecting Buyer before any court or arbitrator or any governmental body, agency or official which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

4.5 Brokers.

Other than Christopher Stefan who is being compensated by Seller, there is no broker, investment banker, financial advisor, finder or other Person which has been retained by or is authorized to act on behalf of Buyer who might be entitled to any fee or commission in connection with the transactions contemplated by this Agreement for which Seller shall be liable.

ARTICLE V
MARIJUANA DISCLAIMER

NOTWITHSTANDING ANYTHING CONTAINED HEREIN, BUYER AND SELLER ACKNOWLEDGE THAT THE ASSETS RELATE TO A MARIJUANA BUSINESS AND SUCH BUSINESS IS ILLEGAL UNDER FEDERAL LAW (AND WITHOUT PROPER APPROVALS, UNDER STATE AND LOCAL LAW). NEITHER PARTY SHALL HAVE THE RIGHT TO RAISE ILLEGALITY AS A DEFENSE TO ENFORCEABILITY OF THIS AGREEMENT AND EACH PARTY HEREBY WAIVES SUCH DEFENSE AS A MATERIAL CONSIDERATION FOR THE OTHER PARTY TO ENTER INTO THIS AGREEMENT.

ARTICLE VI
MISCELLANEOUS PROVISIONS

6.1 Further Assurances.

Each Party shall execute and/or cause to be delivered to each other Party such instruments and other documents, and shall take such other actions, as such other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated herein.

6.2 Fees and Expenses.

Except as set forth herein, Seller shall bear and pay all fees, costs and expenses, including all legal fees and expenses, that have been incurred or that are in the future incurred by or on
behalf of Seller in connection with the Transaction Documents and the transactions contemplated herein; and Buyer shall bear and pay all fees, costs and expenses, including all legal fees and expenses, that have been incurred or that are in the future incurred by or on behalf of Buyer in connection with the Transaction Documents and the transactions contemplated herein.

6.3 Notices.

All notices and communications required or permitted under this Agreement shall be in writing and addressed as set forth below. Any communication or delivery hereunder shall be deemed to have been made and the receiving Party charged with notice when received whether by (i) personal delivery, (ii) electronic or facsimile transmission, (iii) mail, or (iv) overnight courier. All notices shall be addressed as follows:

(a) if to Seller:

SP Carbondale Retail LLC  
c/o Mr. Mike Woods  
434 E. Cooper Avenue, Unit 205  
Aspen, Colorado 81611  
mwoods@silverpeakapothecary.com

With a copy to:

Genshaft Cramer LLP  
420 E. Main Street, Suite 200  
Aspen, CO 81611  
Attention: Daryl B. Cramer, Esq.  
dcramer@genshaftcramer.com

(b) if to Buyer:

Tumbleweed Carbondale LLC  
57 Edwards Access Road  
Edwards, Colorado 81631  
Attention: Mark Smith  
austinenergygroup@gmail.com

6.4 Governing Law; Jurisdiction; Venue.

This Agreement has been negotiated under and will be governed by and construed in accordance with the laws of the State of Colorado. The Parties hereby agree to submit all legal action or proceeding related to this Agreement to the exclusive general jurisdiction of the Courts
of the State of Colorado and the courts of the United States of America for the District of Colorado and appellate courts thereof for Pitkin County, Colorado.

6.5 Successors and Assigns.

This Agreement shall be binding upon Seller and its successors and permitted assigns (if any) and Buyer and its successors and permitted assigns (if any). Neither Party shall have the right to assign this Agreement or any rights or obligations hereof without the prior written consent of the other Party.

6.6 Waiver.

No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

6.7 Amendments.

This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of each of the Parties.

6.8 Severability.

In the event that any provision of this Agreement, or the application of any such provision to any Person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Agreement, and the application of such provision to Persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

6.9 Entire Agreement.

This Agreement, the Schedules and the Exhibits referred to herein, and the documents delivered pursuant hereto (including the other Transaction Documents) contain the entire understanding of the Parties with regard to the subject matter contained herein or therein, and supersede all other prior agreements, understandings, term sheets, or letters of intent between or among any of the Parties.

6.10 Counterparts; Facsimile Signatures.

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. The Parties agree to accept and be bound by facsimile signatures hereto.
[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, each of the Parties have caused this Agreement to be duly executed as of the date first written above.

BUYER:

TUMBLEWEED CARBONDALE,  
a Colorado limited liability company

By:  
Print Name: MARK A SMITH  
Print Title:  

SELLER:

SP CARBONDALE RETAIL LLC,  
a Colorado limited liability company

By:  
Print Name: DILL MELKELLER  
Print Title:  

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EXHIBIT A

ASSET SCHEDULE

MED Retail Marijuana Store License 402R-00467 (expires June 12, 2017)

Town of Carbondale Retail Marijuana Store License (expires March 10, 2017)
EXHIBIT B

ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is entered into this 20th day of February, 2017 (the "Effective Date") by and between TUMBLEWEED CARBONDALE, a Colorado limited liability company ("Buyer"), and SP CARBONDALE RETAIL LLC, a Colorado limited liability company ("Seller"). Buyer and Seller are sometimes referred to herein each as a "Party" and, collectively, as the "Parties."

This Assignment is required by Sections 2.5(a)(2) of that certain Asset Purchase Agreement dated February 20th, 2017 entered into between Seller and Buyer (the "Purchase Agreement"). All capitalized terms used but not defined in this Assignment have the meanings ascribed to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties intending to be legally bound hereby agree as follows:

Assignment. Effective at the Effective Date and subject to the terms and conditions in the Purchase Agreement, Buyer does hereby transfer, grant, convey, and assign to Seller all of Buyer’s right, title and interest in, to and under the following licenses (the "Assigned Licenses"):

MED Retail Marijuana Store License 402R-00467 (expires June 12, 2017)

Town of Carbondale Retail Marijuana Store License (expires March 10, 2017)

Assumption. Effective at the Effective Time and subject to the terms and conditions in the Purchase Agreement, in consideration of the assignment of the Assigned Licenses to Buyer, Buyer, for itself and its successors and assigns, assumes and agrees to keep, observe and perform all of Seller’s duties and discharge all of Seller’s liabilities arising or accruing after the Closing Date under the Assigned Licenses.

Conformity with Purchase Agreement. Notwithstanding anything to the contrary contained herein, the terms of this Assignment are subject to the terms and conditions in the Purchase Agreement. This Assignment is not intended to alter the obligations of the parties under the Purchase Agreement, and no additional representations or warranties are, or may be deemed to be, made pursuant to this Assignment. In the event of any inconsistencies or conflicts between the terms of this Assignment, on the one hand, and the terms of the Purchase Agreement, on the other hand, the parties agree that the terms of the Purchase Agreement will control.

Counterparts. This Assignment may be executed in any number of counterparts, each of which will constitute an original, but all of which together will constitute one and the same instrument.

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**Governing Law.** This Assignment shall be governed by and construed and enforced in accordance with the substantive laws of the State of Colorado without giving effect to the principles of conflict of laws thereof.

**Further Assurances.** Each party hereby agrees that it will, at any time and from time to time after the Effective Date, and without further consideration, take all such further actions, and execute and deliver all such further instruments, as may be reasonably requested by the other party to effectuate the purposes of this Assignment.

**Titles and Headings.** The titles and headings to sections herein are inserted for convenience of reference only, and are not intended to be a part of or to affect the meaning or interpretation of this Assignment.

IN WITNESS WHEREOF the parties hereto have duly executed this Assignment as of the day and year first above written.

**SELLER:**

SP CARBONDALE RETAIL LLC,
a Colorado limited liability company

By: ________________________________

Print Name: __________________________

Print Title: __________________________

**BUYER:**

TUMBLEWEED CARBONDALE,
a Colorado limited liability company

By: ________________________________

Print Name: __________________________

Print Title: __________________________
EXHIBIT C

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this “Agreement”) is made and entered into as of the ___ day of February, 2017, by and between TUMBLEWEED CARBONDALE, a Colorado limited liability company (the “Buyer”), and SP CARBONDALE RETAIL LLC, a Colorado limited liability company (the “Seller”), and GENSCHAFT CRAMER LLP, as escrow agent (the “Escrow Agent”).

RECITALS

A. The Buyer and the Seller are parties to that certain Asset Purchase and Sale Agreement dated as of February ___, 2017 (the “Asset Purchase Agreement”) pursuant to which the Buyer shall acquire the assets owned by the Seller in connection (the “Shares”).

B. Pursuant to Sections 2.3(b) and Exhibit C of the Asset Purchase Agreement, this Agreement must be entered into at and upon the execution of the Asset Purchase Agreement.

C. The Buyer and the Seller desire to enter into this Agreement to establish the terms and conditions of the Escrow Fund as defined in and agreed upon in the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, and intending to be legally bound, the parties hereto agree as follows:

Definitions. Capitalized terms used but not otherwise defined herein or in the Recitals hereto shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

Appointment of Escrow Agent; Payment of Escrow Fees. The Buyer and the Seller hereby appoints the Escrow Agent to act as escrow agent hereunder and the Escrow Agent hereby accepts such appointment for the purpose of receiving, safeguarding and disbursing the Escrow Funds (as defined below) in accordance with the terms and conditions set forth herein.

Deposit to Escrow. Pursuant to Section 2.3(b) of the Asset Purchase Agreement, Buyer shall deposit with the Escrow Agent an amount equal to One Hundred Thirty-Seven Thousand Dollars ($137,000) (the “Escrow Funds”). In the event payment is made in cash, Buyer shall deliver such cash to Wells Fargo Bank in Aspen, Colorado at a time mutually agreeable to Escrow agent and Buyer assumes the risk of loss until such cash is deposited in the account of Escrow Agent. The parties shall comply with all applicable cash reporting requirements and shall cooperate to the extent necessary.
Investment of Escrow Funds. The Escrow Funds deposited with Escrow Agent pursuant to Section 3 hereof and until such time as all payments therefrom are made pursuant to Section 5 hereof, shall be held by the Escrow Agent in its Genshaft Cramer LLP, COLTAF Account (the “Trust Account”). The parties hereto recognize and agree that the Escrow Funds will not bear interest.

Disbursements of Escrow Funds. Upon closing of the Asset Purchase Agreement Escrow Agent shall deliver the Escrow Funds to Seller.

Termination.

In the event that the Asset Purchase Agreement is terminated pursuant to Section 2.6, the Escrow Agent shall return the Escrow Funds to Buyer and the Parties shall have no further obligations hereunder.

If the Closing does not occur, the Escrow Funds will be paid by the Escrow Agent to Buyer.

Exculpation and Indemnification of Escrow Agent. It is understood and agreed that the Escrow Agent shall:

be under no duty to accept information from any Person other than the Seller or the Buyer or their respective counsel and then only to the extent and in the manner provided in this Agreement;

be protected in acting upon any written notice, opinion, request, certificate, approval, consent or other document believed by it in good faith to be genuine and to be signed by the proper party or parties;

be deemed conclusively to have given and delivered any notice required to be given or delivered hereunder if the same is given in accordance with Section 18 hereof;

be indemnified and held harmless jointly and severally by the Seller and Buyer against any claim made against it by reason of its acting or failing to act in connection with any of the transactions contemplated hereby and against any loss, liability or expense, including the expense of defending itself against any claim of liability it may sustain in carrying out the terms of this Agreement, except such claims as are occasioned by its bad faith, gross negligence, willful misconduct, or fraud; provided, however, that promptly after the receipt by the Escrow Agent of notice of any demand or claim or the commencement of any action, suit or proceeding, the Escrow Agent shall, if a claim in respect thereof is to be made against any of the other parties hereeto, notify each other party thereof in writing; and provided, further, that the indemnitee hereunder shall be entitled, jointly and severally and at their own expense, to participate in and/or assume the defense of any such action, suit or proceeding;

have no liability or duty to inquire into the terms and conditions of any agreements to which the Escrow Agent is not a party, its duties under this Agreement being understood to be purely ministerial in nature;
be permitted to consult with counsel of its choice and shall not be liable for any action taken, suffered or omitted by it in good faith in accordance with the written advice of such counsel; provided, however, that nothing contained in this subsection (f), nor any action taken by the Escrow Agent, or of any counsel, shall relieve the Escrow Agent from liability for any claims which are occasioned by its bad faith, gross negligence, willful misconduct, or fraud, all as provided in subsection (d) above;

not be bound by any modification, amendment, termination, cancellation, rescission or supersession of this Agreement, unless the same shall be in writing and signed by all of the parties hereto;

if and to the extent it is uncertain as to its duties and rights hereunder, be entitled to refrain from taking any action other than to keep all property held by it in escrow until it shall be directed otherwise in a joint writing by the Buyer and the Seller, in accordance with this Agreement, or by a final judgment of a court of competent jurisdiction;

have no liability for any act or omission done pursuant to the instructions contained or expressly provided for herein, or written instructions given by joint instructions of the Buyer and the Seller pursuant hereto;

have the right, at any time, to resign hereunder by giving written notice of its resignation to the Buyer and the Seller, at their addresses set forth below, at least thirty (30) business days prior to the date specified for such resignation to take effect; in which case, upon the effective date of such resignation:

all cash and other payments and all other property then held by the Escrow Agent hereunder shall be accounted for and delivered by it to such Person as may be designated jointly in writing by the Buyer and the Seller as successor Escrow Agent, whereupon the Escrow Agent's obligations hereunder shall cease and terminate, and the Escrow Agent shall be released from any and all liability, except for any liability attributable to its gross negligence, willful misconduct (including breach of this Agreement), bad faith, or fraud;

if no such Person has been designated as a successor Escrow Agent by such date, the Escrow Agent's sole responsibility thereafter shall be to keep all property then held by it and to deliver the same to a Person designated jointly in writing by the Buyer and the Seller, or, if no such Person shall have been so designated, in accordance with the directions of a final order or judgment of a court of competent jurisdiction, and the provisions of subsections (f), (j) and (k) of this Section 8 shall remain in effect; and

be reimbursed upon its request for all reasonable expenses, disbursements and advances incurred or made by it in accordance with any provisions of this Agreement, except any such expenses, disbursements or advances as may be attributable to its gross negligence, willful misconduct (including breach of this Agreement), bad faith, or fraud. All reimbursements pursuant to this Section 7(k) shall be made by the Seller.
Adverse Claims. In the event of any disagreement or dispute as to a default under the Agreement or as to a cure, right of offset or the presentation of adverse claims or demands of any kind in connection with this Agreement or among the parties, the Escrow Agent shall refuse to comply with any such notice, claims or demands during the continuance of such disagreement and shall refrain from delivering any item affected hereby, and in so doing the Escrow Agent shall not become liable to Buyer or Seller, or to any other person, due to its failure to comply with any demand, notice or adverse claim or demand. The Escrow Agent shall continue, without liability, to refrain and refuse to act:

(a) Until all the rights of the adverse claimants have been finally adjudicated by a court having jurisdiction of the parties and the items affected hereby, after which time the Escrow Agent shall be entitled to act in conformity with such adjudication; or

ARTICLE I (b) Until all differences shall have been adjusted by an agreement of all parties and the Escrow Agent shall have been notified thereof and shall have been directed in writing signed jointly or in counterpart by the undersigned and by all persons making adverse claims or demands, at which time the Escrow Agent shall be protected in acting in compliance therewith.

Removal. The Buyer and the Seller may, through a joint written notice delivered fifteen (15) days prior to its effective date and designating a substitute escrow agent, dismiss the Escrow Agent hereunder and appoint a successor. Upon the effective date of such replacement, the Escrow Agent shall promptly account for and deliver to the successor escrow agent designated in such notice the Escrow Funds, including all investments thereof and accrued income thereon on the date of such accounting and delivery. Upon acceptance of such accounting and delivery by such successor escrow agent, the Escrow Agent shall be released and discharged form all of its duties and obligations hereunder, but without prejudice to any liability of the Escrow Agent for its gross negligence, willful misconduct (including breach of this Agreement), bad faith, or fraud.

Entire Agreement. This Agreement (together with the Asset Purchase Agreement and the ancillary documents thereto, as well as any writing executed by the Buyer and Seller, specifically referring to this Agreement and to such writing’s integration as a part of or amendment to this Agreement) embodies the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any other prior oral or written agreements, arrangements or understandings between the parties hereto, and any such prior agreements, arrangements or understandings are hereby terminated and of no further effect.

Waiver. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or a waiver of any subsequent breach. No failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such party preclude any other further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.
Binding Effect: Assignment. This Agreement shall inure to the benefit of, and shall be binding upon the Buyer, the Escrow Agent, Seller and their respective successors and permitted assigns. No assignment of this Agreement or of any rights or obligations hereunder may be made by the Escrow Agent, the Buyer or the Seller (by operation of law or otherwise) without the prior written consent of all other parties hereto and any attempted assignment without the required consents shall be void.

Notices. All notices, demands and other communications provided for hereunder shall be in writing and shall be given by personal delivery, by nationally recognized overnight courier (prepaid), or by certified or registered first class mail, postage prepaid, return receipt requested, sent to each party, at the address as set forth below or at such other address or in such other manner as may be designated by such party in written notice to each of the other parties, as follows:

If to the Buyer: Tumbleweed Carbondale LLC
57 Edwards Access Road
Edwards, Colorado 81631
Attention: Mark Smith
austinenergygroup@gmail.com

If to Seller: SP Carbondale Retail LLC
c/o Mr. Mike Woods
434 E. Cooper Avenue, Unit 205
Aspen, Colorado 81611
mwoods@silverpeakapotheecary.com

If to the Escrow Agent: Genshaft Cramer LLP
420 E. Main Street, Suite 200
Aspen, CO 81611
Attention: Daryl B. Cramer, Esq.
Telephone No. (970) 925-9450
Facsimile No. (888) 266-0103

All such notices, demands and communications shall be effective when personally delivered, one (1) business day after delivery to the overnight courier or upon receipt after dispatch by mail to the party to whom the same is so given or made. Either party hereto may change the address to which notices shall be sent by sending written notice of such change of address to the other parties in accordance herewith.

Further Assurances. The parties hereto agree to execute and deliver such other documents or agreements and to take such other action as may be reasonably necessary or desirable for the implementation of this Agreement and the consummation of the transactions contemplated hereby.
Interpretation.

Business Day. For purposes of this Agreement, the term “Business Day” shall mean any day other than a Saturday or a Sunday or a day on which commercial banks in Lynchburg, Virginia are required or authorized by law or executive order to remain closed.

Certain Terms and Quantities. In this Agreement, in the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including,” the words “to” and “until” each mean “to but excluding” and the word “through” means “to and including.” Except in the preceding sentence, the word “including” means “including without limitation.” The words “either” and “or” refer to an exclusive choice. Capitalized terms defined in any Section of this Agreement shall be used throughout this Agreement as so defined. Where appropriate, words denoting the singular shall include the plural and words denoting the masculine shall include the feminine and neuter. In all cases herein where a dollar amount, time period, percentage or other quantity is expressed using roman numerals and fully written out, the latter expression shall govern over the expression using roman numerals. A reference to conduct includes references to an omission, statement or undertaking.

Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. Such execution shall be effective when one or more such counterparts shall have been executed by each of the parties hereto and at least one of each such counterpart shall have been delivered to each of the other parties hereto. The counterparts of this Agreement and all ancillary documents hereto may be executed and delivered by facsimile signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile as if the original had been received.

Miscellaneous. This Agreement shall be governed by, and its provisions construed in accordance with, the internal laws of the State of Colorado applicable to contracts made and to be wholly performed within such state and without regard to conflicts of laws provisions of any jurisdiction which would result in the application of any laws other that those of the State of Colorado. This Agreement may be modified only in writing signed by each of the parties hereto. The parties hereto agree and consent that any legal action, suit or proceeding seeking to enforce any provision of this Agreement shall be instituted and adjudicated solely and exclusively in any court of general jurisdiction in the Pitkin County, Colorado, or in the United States District Court having jurisdiction in the District of Colorado, and the parties agree that venue will be proper in such courts and waive any objection that they may have now or hereafter have to the venue of any such suit, action or proceeding in such courts, and each hereby irrevocably consents and agrees to the jurisdiction of said courts in any such suit, action or proceeding. The parties hereto further agree to accept and acknowledge service of any and all process which may be served in any such suit, action or proceeding in said courts, and also agree that service of process or notice upon them shall be deemed in every respect effective service of process or notice upon them, in any suit, action or proceeding, if given or made (i) according to applicable law, (ii) by a person over the age of eighteen (18) who personally served such notice or service of process on a party hereto, or (iii) by certified mail, return receipt requested, mailed to the applicable party at such
party's address as set forth in this Agreement (as such addresses may be hereafter modified by notice given in accordance herewith).

Severability. If any provision of this Agreement or the application of any such provision to any Person or circumstances shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

BUYER:

TUMBLEWEED CARBONDALE,
a Colorado limited liability company

By: [Signature]
Print Name: [Name]
Print Title: [Title]

SELLER:

SP CARBONDALE RETAIL LLC,
a Colorado limited liability company

By: [Signature]
Print Name: [Name]
Print Title: [Title]

ESCROW AGENT:

GENSHAFT CRAMER LLP
a Colorado limited liability partnership
By: Daryl Cramer, P.C., Partner

By: [Signature]
Print Name: [Name]
Print Title: [Title]
Description of Security

1. Surveillance cameras - See diagram
2. The entire premises will be alarmed with motion sensors, panic buttons, and alarm panel.
3. We will have a 24/7 alarm monitoring contract.
4. We will have class 3 safe in office area.
5. We will have Medco locks on all doors.
6. Exterior lighting plan - see attached diagram
7. No Cultivation.
Description of all goods to be sold

The following is a menu of our products to be sold at Tumbleweed Carbondale:

1. Marijuana Flower- We usually have 60 strains on hand at all times.
2. Edibles- Gummy Pucks, Dutch Girl Chocolates & Cookies.
3. Beverages- CannaPunch
4. Vape pens
5. Vape Pen Cartridges
6. Transdermal Patches- CBD & THC derived
7. Wax
8. Shatter
9. Pipes & storage containers
10. Misc. items- lighters, rolling papers etc.
Security Plan  Main Street  Tumbleweed

Ledge

Camera

OVR

Safe

Monitor

Alarm

Key Pad

bldg seed architects
PROOF OF PUBLICATION  
SOPRIS SUN  
STATE OF COLORADO  
COUNTY OF GARFIELD  

I, **Theresa Ritchie**, do solemnly swear that I am an employee of The Sopris Sun. That the same Weekly newspaper is printed, in whole or in part, in the County of Garfield, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Garfield and is the legally designated Newspaper of Record for the Town of Carbondale, per Carbondale Resolution No. 5 Series of 2009; that the annexed legal notice or advertisement was published on the following date(s): **March 9, 2017**.

In witness whereof has hereunto set my hands this **14th** day of **March** 2017.

**Theresa Ritchie**  
Sopris Sun Employee

Subscribed and sworn to before me, a notary public in and for the County of Garfield, State of Colorado this **14** day of **March**, 2017.

**Notary Public**

My Commission expires: **May 26, 2020**

---

**NOTICE**

PURSUANT TO THE LAWS OF COLORADO

TUMBLEWEED CARBONDALE, LLC  
7931 S. BROADWAY SUITE 155  
LITTLETON, CO

HAS REQUESTED THE LICENSING OFFICIALS OF THE TOWN OF CARBONDALE TO GRANT A TRANSFER OF OWNERSHIP OF A RETAIL MARIJUANA STORE FROM S.P. CARBONDALE TO TUMBLEWEED CARBONDALE TO SELL RETAIL MARIJUANA PRODUCTS AT TUMBLEWEED CARBONDALE 259 MAIN STREET CARBONDALE, CO 81623

HEARING ON APPLICATION TO BE HELD AT: CARBONDALE TOWN HALL  
511 COLORADO AVENUE  
CARBONDALE, COLORADO

DATE AND TIME: APRIL 11, 2017 AT 6:00 PM
DATE OF APPLICATION: MARCH 1, 2017
BY ORDER OF: DAN RICHARDSON, MAYOR

APPLICANT:  
MARK SMITH

Information may be obtained from, and Petitions or Remonstrances may be filed with the Town Clerk Carbondale Town Hall, 511 Colorado Avenue, Carbondale, CO 81623.

Published In The Sopris Sun on March 9, 2017.
PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before the Carbondale Board of Trustees for the purpose of considering a Transfer of Ownership of a Retail Marijuana Store Permit Application. The property is located at 259 Main Street, Carbondale, CO 81623. The applicant and owner is Daniel V. Griffin and Sherri L Marzario operating Tumbleweed CARBONDALE, LLC.

Said Public Hearing will be held at the Carbondale Town Hall, 511 Colorado Avenue, Carbondale, CO at 6:00 p.m. on April 11, 2017.

Copies of the proposed application are on file in the Clerks Office, Carbondale Town Hall, 511 Colorado Avenue, Carbondale, CO, and may be examined by interested person during regular business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday.
Affidavit of Mailing

The undersigned certifies that he mailed the attached Notice of Hearing by First Class Mail, postage prepaid as required by the Carbondale Municipal Code. The people on the attached list were sent the Notice of Hearing. In addition, notices were posted on the property at 259 Main Street, Carbondale, CO 81623.

Date of mailing: 05-20-2017

By: Daniel V Griffin

Subscribed and sworn before me this 14 day of March, 2017.

VICKI L. WEISS
NOTARY PUBLIC
STATE OF COLORADO
(Notary)

My commission expires: 01/17/19
Listing of Capital Contributions – Schedule 2

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
Tumbleweed CARBONDALE, LLC
CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be $2,500. The description and each individual portion of this initial contribution is as follows:

<table>
<thead>
<tr>
<th>NAME</th>
<th>CONTRIBUTION</th>
<th>% OWNERSHIP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daniel V Griffin</td>
<td>$2,500</td>
<td>45%</td>
</tr>
<tr>
<td>Sherri L Marziano</td>
<td>$2,500</td>
<td>45%</td>
</tr>
<tr>
<td>Jesse Miller</td>
<td>$ 500</td>
<td>10%</td>
</tr>
</tbody>
</table>
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Agenda Memorandum

Meeting Date: April 11, 2017

TITLE: Tumbleweed Carbondale, LLC Retail Marijuana Store Transfer of Location Application

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Retail Marijuana Store Transfer of Location Application

BACKGROUND:

On March 3, 2017, staff received Tumbleweed Carbondale, LLC's application for a Transfer of Location of a retail marijuana store. S.P. Carbondale Retail, LLC is located at 259 Main Street. If Tumbleweed Carbondale, LLC is successful in transferring ownership from S.P. Carbondale, they wish to move from 259 Main Street to 304 Highway 133.

Staff deemed the application to be complete on March 14, 2017 and set their public hearing for April 11, 2017.

- All public hearing notice requirements have been met by town staff and the applicant.
- The proposed local owner, Jessie Miller, will own 10% of the company; he resides in Carbondale.

FINANCIAL

The Applicant has paid the $750 retail marijuana store transfer of location application fee.

DISCUSSION

The Board may wish to determine if the application is complete and meets all of the criteria concerning transfer of ownership as set forth in the Town of Carbondale Municipal Code, and the Colorado Retail Marijuana Code as adopted.

RECOMMENDATION:

Town staff recommends that the Board of Trustees: move to approve Tumbleweed Carbondale, LLC’s Retail Marijuana Store Transfer of Location Application.

Prepared By: Cathy Derby

__________________________
Town Manager
RETAIL MARIJUANA LICENSE APPLICATION

Date of Application: 3/3/17  Date Application Deemed Complete: 3/4/17

Date of Public Hearing: 4/11/17
To be scheduled within 45 days from date application deemed complete

This application is for the following Premises Location License Type (please check only one [1] license type and file a separate complete RM License Application if another license type is applicable):

☐ Retail Marijuana Store  ☐ Retail Marijuana Cultivation Facility*
☐ Retail Marijuana Products Manufacturing Facility*  ☐ Retail Marijuana Testing Facility
☐ Transfer of Ownership (reallocation among current owners)  ☐ Transfer of location
☐ Testing Facility  ☐ Modification/Alteration of Premises
☐ Change of Corporation or LLC Structure

* Cultivation Facility and Marijuana Infused Products requires a Public Hearing before the Planning and Zoning Commission for a Special Use Permit

*Applicant* is defined as the Legal Name of Individual or Business Entity that will hold license if approved.

Applicant is applying as (attach organizational documents):

☐ Corporation  ☐ Sole Proprietor  ☐ Partnership
☐ Limited Liability Company  ☐ Association or Other

Applicant Name: Tumbleweed  Carbondale LLC

Trade Name of Establishment (doing business as): Tumbleweed Dispensary

Applicant Contact Name (please print): MARK SMITH

Address of Premises Location:

Street Address: Carbondale Co 81623

Business Mailing Address (if different from Premise location):

Street Address: 660 Bryant Street Denver Co 80204

Business Phone: 612 963 1870  Emergency Phone: ____________________________ Sherri Marzec
Business Email Address: austinenergygroup@gmail.com  Website Address: cannalpunch.com

Town Sales Tax License No: Will apply for  State Sales Tax License No: Will apply for

State Medical Marijuana License No.: __________________
Local Residency Requirement Applicable to Licenses for Retail Marijuana Stores, Cultivation Facilities, and Product Manufacturing Facilities: The applicant seeking a license must provide the Town of Carbondale with the name of an agent of the proposed licensee who will serve as a point of contact for the Town. Such agent shall hold at least a partial ownership interest in the retail marijuana store, cultivation facility, or products manufacturing facility and shall have a primary home (as the term is defined in Chapter 5.26) within the 81621, 81623, or 81601 Colorado zip codes. THE AGENT LISTED BELOW MUST COMPLETE A RETAIL MARIJUANA BUSINESS LICENSE BACKGROUND CHECK AND MUST BE FINGERPRINTED by the Carbondale Police Department.

<table>
<thead>
<tr>
<th>NAME</th>
<th>HOME ADDRESS, CITY, STATE, ZIP</th>
<th>DOB</th>
<th>POSITION</th>
<th>% OWNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jesse Miller</td>
<td>Carbondale, CO 81623</td>
<td></td>
<td>AGENT</td>
<td>10%</td>
</tr>
</tbody>
</table>

The Applicant's Agent shall present for recording one (1) of the following forms of identification:
- An identification card issued in accordance with Section 42-2-302, C.R.S.;
- A valid Colorado driver's license;
- A United States military identification card;
- A valid passport; or
- An alien registration card.

Applicant must list any person having a financial interest in a retail marijuana business. If Applicant is a corporation, partnership, association or limited liability company, Applicant must list all Officers, Directors, Partners, Members and Managing Members of the Entity, as applicable to the particular entity, as well as each person having a financial interest in the entity. For purposes of this requirement and the following question regarding felony convictions, a "financial interest" means any ownership interest including, without limitation, a membership, directorship, officer or any creditor interest, whether or not such interest is evidenced by any written document.

ALL PERSONS LISTED BELOW MUST COMPLETE A RETAIL MARIJUANA BUSINESS LICENSE BACKGROUND CHECK AND MUST BE FINGERPRINTED by a Police Department. If necessary, provide additional information on a separate sheet.

<table>
<thead>
<tr>
<th>NAME</th>
<th>HOME ADDRESS, CITY, STATE, ZIP</th>
<th>DOB</th>
<th>POSITION</th>
<th>% OWNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daniel Griffin</td>
<td>Cherry Hills, CO 80118</td>
<td>8/6/18</td>
<td>Sec</td>
<td>45%</td>
</tr>
<tr>
<td>Sherri Marzio</td>
<td>Edwards, CO 81630</td>
<td>8/6/18</td>
<td>Pres</td>
<td>45%</td>
</tr>
<tr>
<td>Jesse Miller</td>
<td>Carbondale, CO 81623</td>
<td>8/6/18</td>
<td>VP</td>
<td>10%</td>
</tr>
</tbody>
</table>

The Applicant shall present for recording one (1) of the following forms of identification:
- An identification card issued in accordance with Section 42-2-302, C.R.S.;
- A valid Colorado driver's license;
- A valid driver's license containing a picture issued by another state;
- A United States military identification card;
- A valid passport; or
- An alien registration card.

Has any person listed above ever been convicted of a felony in a federal, state, or other court?

☐ Yes ☒ No

If the answer is yes, please provide the following (if necessary, please provide additional information on a separate sheet):
<table>
<thead>
<tr>
<th>Name of Person</th>
<th>Name &amp; Location of Court</th>
<th>Charge Convicted Of</th>
<th>Sentence</th>
<th>Date of Sentencing</th>
<th>Last Date of Incarceration/Parole/Probation or Other Discharge of Sentence</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Does the Applicant have legal possession of the premises for at least one (1) year from the date that this license will be issued by virtue of ownership, lease or other arrangement? ☑ Yes ☐ No

If the answer is yes, please provide proof of possession (i.e. lease, etc.) Provided Lease

☐ Ownership  ☑ Lease  ☐ Other (explain in detail): ____________________________

If leased, list name of landlord and tenant, and date of expiration, EXACTLY as they appear on the lease:

<table>
<thead>
<tr>
<th>Landlord</th>
<th>Tenant</th>
<th>Expires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Porter G, LLC</td>
<td>Tumbleweed Carbondale LLC</td>
<td>9-30-2026</td>
</tr>
</tbody>
</table>

Building Owner’s Mailing Address:

100 Elk Run Dr Suite 109 Basalt Co 81621

Street Address

Contact Phone Numbers: Chris Broadhurst 970-945-6500

Is this proposed premises to be licensed within 500 feet of any school or licensed child care facility? ☑ Yes ☐ No

Is this proposed premises to be licensed within 500 feet of any alcohol or drug treatment facility? ☑ Yes ☐ No

If this proposed premises is a retail marijuana store located on Main Street between 7th Street and Snowmass Drive, is the proposed retail marijuana store within 400 feet of another retail marijuana store? ☑ Yes ☐ No

Is this proposed premises location the only location that is affiliated with this business? ☑ Yes ☐ No

If there is another location associated with this business entity, please list all other premise location addresses both in and outside of the Town of Carbondale (e.g. all medical/retail marijuana centers, medical/retail cultivation operations and medical/retail marijuana-infused products manufacturing operations which operate in concert to form this business entity):

<table>
<thead>
<tr>
<th>Type of Business</th>
<th>Location (Street, City, State, Zip Code)</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

Name of on-site manager for licensed premises: Shelia Marzario

Home Address: Edwards Co 81632

Street Address

City

State

Zip Code
Business Cell Phone Number: 612 865 7096

Email Address: sherrilm@eau.com

Driver’s License Number: 11-214-0286 Jurisdiction that issued Driver’s License: CO

Who, besides the owners or other persons listed in this application (including persons, firms, partnerships, corporations, limited liability companies), will loan or give money, inventory, or equipment to, or for use in, this business or will receive money from this business? If necessary, please provide additional information on a separate sheet.

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS, CITY STATE, ZIP</th>
<th>DOB</th>
<th>% OWNED</th>
</tr>
</thead>
<tbody>
<tr>
<td>None</td>
<td></td>
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</tbody>
</table>

Attach a summary list of all loans, notes and security instruments, gifts, and any written agreement, or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation. Executed and complete copies of same.

Please provide the names and addresses of any employee or proposed employees of the retail marijuana business. ALL PERSONS LISTED BELOW MUST COMPLETE A RETAIL MARIJUANA BUSINESS LICENSE BACKGROUND CHECK AND MUST BE FINGERPRINTED by a Police Department.

<table>
<thead>
<tr>
<th>NAME</th>
<th>ADDRESS, CITY, STATE, ZIP</th>
<th>DOB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mark A Smith</td>
<td>Cordillera Co 81673</td>
<td></td>
</tr>
<tr>
<td>Sherri L Maira</td>
<td>Cordillera Co 81673</td>
<td></td>
</tr>
</tbody>
</table>

State the hours of operation (between 8:00 a.m. and 12:00 a.m. Mountain Standard Time) each day:

Monday 9 Am to 6 Pm
Tuesday 9 Am to 6 Pm
Wednesday 9 Am to 6 Pm
Thursday 9 Am to 6 Pm
Friday 9 Am to 10 Pm
Saturday 9 Am to 10 Pm
Sunday 9 Am to 10 Pm

Will there be ANY remodeling or building alterations? Yes ☐ No ☐

If YES, have you applied for a building permit? Yes ☐ No ☐

Will you be installing a new sign or changing an existing sign? Yes ☐ No ☐

If YES, have you applied for a sign permit? Yes ☐ No ☐

Does the Applicant have a comprehensive business operating plan? Yes ☐ No ☐

The business operating plan must be attached and contain, at a minimum the following:
✓ Lease
✓ Operating Agreement

- A description of the security provisions and systems which must include, at a minimum:
  o Security surveillance cameras installed and properly maintained to monitor each entrance along the interior and exterior of the premises to discourage crime and to facilitate the reporting of criminal acts as well as nuisance activities; security video shall be preserved in the manner and for the period of time set forth in the Colorado Marijuana Enforcement Division Rules, as amended from time to time;
  o Robbery and burglary alarm systems that are professionally monitored and maintained in good working condition;
  o Exterior lighting that illuminates the exterior walls of the business during evening hours and is compliant with Town Code;
  o A secure safe that is utilized for the purposes of storing cash and marijuana that is not then being actively cultivated when the business is not open; and
  o Locking systems for exterior doors that are designed and installed in such fashion as to deter unlawful entry and provide safe emergency egress.

- A description of all goods to be sold;
- An exterior lighting plan;
- A description of any cultivation activities within the marijuana business which includes, without limitation, the area in which plants will be grown, a description of the lighting system for the lighting system for cultivation, a description of the ventilation and odor filtration system for the premises, if any, and a description of the automatic fire suppression system, if any; and
- Any additional information that the Authority reasonably determines to be necessary in connection with the investigation, review and determination of the application.
- List and addresses of all residents and businesses located within 300 feet of facility. Note: Applicant must provide written notice of the public hearing to the list of businesses and residents at least 15 days prior to the public hearing.

Oath of Application

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 and belief. I also acknowledge that it is my responsibility and the responsibility of my agents and employees to comply with the provisions of the Town of Carbondale Municipal Code and all Rules and Regulations which govern my Retail Marijuana License Application. I further acknowledge that it is my responsibility to provide the Town with amendments to this application in the event that any information provided herein changes after the date of application.

<table>
<thead>
<tr>
<th>Authorized Signature</th>
<th>Printed Name and Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sherri Marzario</td>
<td>Manager</td>
<td>3-1-2017</td>
</tr>
</tbody>
</table>
FOR TOWN INTERNAL USE ONLY

Applicant Name: Mark Smith  
Trade Name: Tumbleweed Calhonde

Premises Address: 304 Highway 133, Calhonde CO 81623

Street Address
City
State
Zip Code

Finance Department (Date Applied for New Sales Tax License) ☑ Approved  ☐ Denied

Basis for recommendation: Will Apply when approved

Police Department (Date Sent: ) As to background check, business plan and operating characteristics for New License is recommended to be:

☑ Approved  ☐ Denied

Basis for recommendation: OK AS TO FORM

Planning Department (Date Sent: 2/6/17) As to distance measurements, allowed zoning, signage for New License is recommended to be:

☑ Approved  ☐ Denied

Basis for recommendation: Application conforms to Zoning Regulations

Building Department (Date Sent: 4/17) As to building specifications (e.g. electrical, plumbing, structural) for New License is recommended to be:

☑ Approved  ☐ Denied

Basis for recommendation: Building Permit is in for review... Complete the permitting and inspections for the new facility

Town Manager (Date Sent: 3/14) As to completion and thorough departmental review of Application for New License is recommended to be:

☑ Approved  ☐ Denied

Basis for recommendation: 


Clerk's Office

New Medical Marijuana Business License: Type:

Date Approved  Date Written Notice of Approval Sent

Date Denied  Date Written Notice of Denial Sent

Date of Premises Inspection Approval  License Issue Date  Expiration Date
Exterior Lighting

Legend: 100W Wall Pack Light
Security Camera Plan

A camera panel
S Safe
Description of Security

1. Surveillance cameras - See diagram
2. The entire premises will be alarmed with motion sensors, panic buttons, and alarm panel.
3. We will have a 24/7 alarm monitoring contract.
4. We will have class 3 safe in office area.
5. We will have Medco locks on all doors.
6. Exterior lighting plan - see attached diagram
7. No Cultivation.
Description of all goods to be sold

The following is a menu of our products to be sold at Tumbleweed Carbondale:

1. Marijuana Flower- We usually have 60 strains on hand at all times.
2. Edibles- Gummy Pucks, Dutch Girl Chocolates & Cookies.
3. Beverages- CannaPunch
4. Vape pens
5. Vape Pen Cartridges
6. Transdermal Patches- CBD & THC derived
7. Wax
8. Shatter
9. Pipes & storage containers
10. Misc. items- lighters, rolling papers etc.
COMMERCIAL LEASE

THIS COMMERCIAL LEASE (the “Lease”) is made and entered into this 8th day of September, 2016, between Porter G, LLC, a Colorado limited liability company, whose address is PO Box 1132, Carbondale, CO 81623 hereinafter referred to as “Lessor”, and Green Cross Colorado, LLC dba Tumbleweed Dispensary Carbondale, whose address is 660 Bryant street. Denver CO 80204 hereinafter referred to as “Lessee.”

NOW, THEREFORE, in consideration of the premises, the rents herein reserved, and the covenants, conditions, warrants and agreements hereinafter set forth, it is hereby agreed as follows:

1. DEMISE, PREMISES AND WARRANTIES.

   a. Commencing on October 1, 2016, Lessor hereby leases to the Lessee and the Lessee hereby leases from the Lessor a portion of the Property described as 304 Highway 133, Carbondale, CO 81623 (legal description attached as Exhibit B) the basement and the first (main) floor only (until after November 1, 2016), the non-exclusive use of all parking areas on said Property and the non-exclusive use of all access roads on or about the Property (collectively, the “Premises”), to have and to hold for the term of this Lease, subject to the terms, covenants and conditions of this Lease. The second (top) floor of the building on the property is leased to a third party tenant until November 1, 2016. After November 1, 2016 the top floor shall also be included in Premises and leased to Tenant.

   b. Lessor warrants and represents to Lessee that Lessor has good and merchantable title to the Premises.

   c. Lessee acknowledges that neither Lessor nor any agent nor any employee of Lessor has made any representation or warranty with respect to the Premises or its suitability for the conduct of Lessee’s business. Lessor warrants and represents that it has inspected the Premises and the condition thereof and, except as specifically provided elsewhere in this Lease, Lessee agrees to accept the Premises “AS IS” and “with all faults.”

2. USE OF PREMISES.

Lessee shall use and occupy the Premises for any legal purpose permitted by the town of Carbondale, State of Colorado, and any requisite Homeowners Association. Lessee represents that the premises may be used for the retail and medical sale of marijuana and related products pursuant to the state medical licenses and laws and regulation pertaining thereto. Lessee shall not perform any exterior manufacturing or green house operations, nor shall Lessee make any use of the Premises that is in violation of any applicable zoning or building regulation. Lessee has engaged legal counsel to determine the Premises are suitable for Lessee’s intended purpose or Lessee is satisfied with its own investigation and confirmation that it will conform to all laws of the state of Colorado, County of Garfield and town of Carbondale. Lessor does not warrant the Premises for any particular purpose. Lessor does not warrant the building/zoning/Property is approved for Lessee’s use. Lessor does not warrant the Property for any particular purpose and makes no representations regarding functionality of Property. Lessee has fully inspected the Premises, and made all consultations, inquiries, and received (or confident they will receive) any and all necessary approvals with any third parties and/or regulatory entities to satisfy Lessee’s anticipated use of Premises.
3. **TERM.**

   a. **Initial Term.** The Initial Term of this Lease shall be 10 (ten) years, commencing on October 1, 2016 (the "Commencement Date"), and ending on September 30, 2026 or on such earlier date as this Lease may terminate as provided below, except that, if any such date falls on a Sunday or a holiday, then this Lease shall end on the business day preceding the above-mentioned date.

   b. **Renewal.** Any renewal or extension of the Lease must be agreed to in writing by both parties.

4. **RENT.**

   a. Lessee shall pay the Lessor a Base Annual Rent for each year during the term of this Lease in equal monthly installments due on the first day of each month during the Lease term without prior demand. Payments of Base Annual Rent for any fractional calendar month shall be prorated to the first day of the ensuing month. The Base Annual Rent for the first year (main, first floor and basement only) of the Lease Term is $86,280.00 payable in monthly installments of $7,190.00. Upon execution of the lease, Lessee shall tender to Lessor, funds equal to the first month’s rent ($7,190.00), the last month’s rent ($8,987.50), legal fees ($1,350.00) and a security deposit ($7,190.00) in the amount of $24,717.50. This amount is in due in full upon execution of the Lease, and is nonrefundable for any reason, with exception of the Security Deposit (as specified herein).

   Commencing on October 1, 2016, the Base Annual Rent shall increase to $7,190.00 per month and $86,280.00 annually for years 1 through 4 of the Lease. Commencing on October 1, 2020 (years five through year ten) the rent shall increase to $8,987.50 per month and $107,850.00 annually. A schedule setting forth stating the Payment due upon execution of the lease and the Base Annual Rent with the monthly rental installment for each year of the term of this Lease is attached hereto as Exhibit A.

   b. The obligation of Lessee to pay rent hereunder is independent of each and every other covenant, duty or obligation of the Lessor herein, and is not subject to deduction or off-set.

   c. If Lessee fails to pay any monthly installment of rent within ten (10) days of its due date, then commencing on the eleventh day after the due date of a rental installment, and without notice or demand from Lessor, Lessee shall pay to Lessor, as additional rent, a sum equal to five percent (5%) of the monthly rental installment that was not timely paid. Neither the assessment nor the payment of any such additional rent shall be construed to limit the Lessor’s remedies for an event of default set forth in this Lease, it being the intent hereof that such additional rent for failure to timely pay a monthly rental installment be cumulative with all other remedies set forth herein.

5. **REAL ESTATE TAXES.**

   a. The parties agree that during the term of this Lease, all real property taxes, personal property taxes, excise taxes, taxes which may be particular and a result of Lessee’s business, general and special assessments, and other similar taxes which may be levied upon or assessed
against the Premises shall be paid one hundred percent (100%) by the Lessee; provided, however, in no event shall Lessee be liable for any net income taxes imposed on Lessor. All such taxes and assessments shall be payable by Lessee directly to the taxing authority prior to delinquency and Lessee shall also be responsible to pay any penalties or interest which may be assessed for failure to timely pay said taxes unless such interest, late charges or penalties result from Lessor’s delinquency or failure to timely provide Lessee with a copy of the Property Tax Statement. Lessor shall provide Lessee with a copy of the Property Tax Statement then due no more than fifteen (15) days after Lessor’s receipt of the same. If, by law, any such taxes may be paid in installments, Lessee may elect to pay such taxes in allowable installments or in a single sum. In either event, Lessee shall provide Lessor with proof of payment of the applicable amount of taxes due no more than three (3) days after the due date.

b. All taxes and assessments for the last year of this Lease which are the responsibility of the Lessee under the provisions of this paragraph shall be pro-rated between Lessor and Lessee, if the Lease is terminated on a date other than the last day of the year. If the Lease is terminated on the last day of the year, then, prior to the date Lessee vacates the Premises, it shall pay to Lessor in a lump sum, the amount of taxes for such last year of the Lease which are not due and payable until April 30th of the subsequent year, based upon the previous year’s levy and assessment.

c. If Lessee shall, in good faith, desire to contest the validity or amount of any tax, assessment, or levy or other governmental charge herein agreed to be paid by Lessee, Lessee shall be permitted to do so with notice to Lessor. Any tax valuation protest by Lessee (or Lessor) shall not entitle Lessee to delay any payment of taxes due.

6. INSURANCE.

a. Lessee shall at all times during the term of this Lease, at Lessee’s full expense and as additional rent, keep the Premises insured throughout the term of this Lease, against the following:

i. Loss or damage by fire and such other risks under a policy of fire and extended coverage with “all risk” endorsement in amounts sufficient to prevent the Lessor or the Lessee from becoming a co-insurer within the terms of the applicable policies and, in any event, in an amount not less than one hundred percent (100%) of the then full insurable value except for a commercially reasonable deductible.

ii. Claims for personal injury or property damage, under a policy of commercial general liability insurance, with such limits as may reasonably be requested by the Lessor from time to time, but not less than Two Million ($2,000,000.00) Dollars combined single limit protection against personal injury, property damage or death.

iii. Worker’s Compensation coverage.

b. The term “full insurable value” shall mean the actual replacement cost of the Buildings and other Improvements upon the Premises, excluding the cost of the land, foundation and excavation costs.

c. All insurance provided for in this Lease shall be effected under enforceable policies issued by insurers licensed or approved to do business in this State. At least fifteen (15) days prior
t he expiration date of any policy, a binder for renewal or replacement of the coverage in the expiring policy shall be obtained by Lessee. Each insurer mentioned in this section shall agree by endorsement on the policy or policies issued by it, or by independent instrument furnished to Lessor, that it will give Lessor ten (10) days written notice before the policy or policies in question shall be altered or canceled.

d. All policies of insurance shall name the Lessor as an additional insured. At the request of Lessor, any insurance policy, except Lessee's personal property and commercial general liability insurance policies, shall be made payable to the holders of any mortgage or Deeds of Trust to which this Lease is at any time subordinate, as the interest of such holders may appear, pursuant to a standard clause for holders of mortgages or Deeds of Trust. All policies, except Lessee's personal property and commercial general liability insurance policies, shall contain an agreement by the insurers that:

i. any loss shall be payable to Lessor and/or the holders of any such mortgage or Deed of Trust, notwithstanding any act or negligence of the Lessee which might otherwise result in forfeiture of such insurance,

ii. such policies shall not be canceled except upon ten (10) days prior written notice to the Lessor, and

iii. the coverage afforded thereby shall not be affected by the performance of any work in or about the leased property.

e. If the Lessee provides any insurance required by this Lease in the form of a blanket policy, the Lessee shall furnish satisfactory proof that such blanket policy complies in all respects with the provisions of this Lease and that the coverage thereunder is at least equal to the coverage which would be provided under a separate policy covering only the leased property (in which case the cost of such insurance allocable to any Building will be determined by the mutual agreement of Lessor and Lessee based upon the insurer's cost calculations).

f. Upon Lessor's request, Lessee shall provide Lessor with certificates of insurance evidencing that all insurance required hereunder is in place.

7. UTILITIES.

Lessor and Lessee have heretofore inspected the Premises and all of the utility systems providing service to the Buildings and Improvements located on the Premises.

Lessee hereby accepts all the aforesaid utility services to all such Buildings and the Premises in their "as is, where is" condition. Lessee agrees to be responsible for and to pay when due for all charges for all utility services used on the Premises during the term of this Lease, and Lessor shall have no responsibility of any kind for the payment thereof, except for water and sewer services which Lessor shall pay for (up to a cap of $300 per month). Any amount of water and sewer services over $300 a month shall be paid for by Lessee. In the event that Lessee desires or requires that any of the existing utility lines or facilities providing service to the Premises need to be expanded, modified, repaired or replaced to provide adequate utility service for Lessee's intended use of the Premises, or if new utility lines or facilities need to be constructed to provide service to the Premises, then Lessee shall have the right to perform and shall bear
any and all costs associated with any such addition, expansion, modification, repair or replacement as provided in Article 10 of this Lease.

8. MAINTENANCE OF PREMISES.

a. Lessor shall maintain, at its expense, the roof, foundation, structural walls and members, and exterior walls of the Building in good repair, reasonable wear and tear excluded. The term "walls" as used in this Paragraph 8 shall not include windows, glass or plate glass, doors or overhead doors, special store fronts, dock bumpers, dock plates or levelers, or office entries. Lessee shall promptly give Lessor written notice of any maintenance or repair required by Lessor pursuant to this Paragraph 8, after which Lessor shall have a reasonable opportunity to repair. Failure of Lessor to complete such maintenance or repair after receiving a reasonable opportunity to do so, shall be an act of default and Lessee shall have the right, after the applicable notice and opportunity to cure has been given to Lessee, to complete such maintenance and repair at the cost of Lessor.

b. Lessee shall, throughout the term of this Lease, at its own cost and as additional rent and without expense to Lessor, keep and maintain all aspects of the Premises, including all heating, cooling, mechanical, plumbing and electrical systems, concrete drives, concrete parking areas, sidewalks adjacent thereto, and improvements of every kind which may be a part thereof, and all appurtenances thereto, in good and sanitary condition and repair, reasonable wear and tear and damage by casualty or damage caused by Lessor its agents and contractors excluded or damage that existed prior to occupancy by Lessee. The Lessee shall additionally be responsible for all snowplowing necessary upon the Premises. Nothing herein shall be deemed to require Lessee to enhance or improve the condition of any aspect of the Premises above or beyond its condition as of the date of this Lease. If Lessee does enhance the condition, then Lessor shall not be responsible for reimbursing Lessee for any costs. Any enhancement or replacement of equipment shall be deemed a fixture and shall be the express property of the Lessor.

c. Notwithstanding the provisions of paragraph (a) contained in this Article 8, in the event that Lessee makes any alteration or modification to any structural element to the Premises as allowed by and in accordance with the provisions of Article 10 of this Lease, then from the date of commencement of work upon such structural element throughout the term of this Lease, Lessee shall be responsible to pay all costs associated with the maintenance and repair of the structural element(s) that was altered or modified by Lessee.

9. COMPLIANCE WITH LAWS.

Lessee shall comply with and abide by all applicable Federal, State, County, Municipal and other state and local governmental statutes, ordinances, laws and regulations affecting the demised Premises, the improvements theron, any alterations or improvements made to the Premises, or any activity or condition on or in such Premises. The Lessee shall be solely responsible for any repairs to the Premises or actions necessary to comply with the applicable legal requirements related to Lessee's use or occupation of the Premises. Failure of Lessee to comply with such governmental regulations or to maintain the Premises as provided above shall be an act of default and Lessor shall have the right, after the applicable notice and opportunity to cure has been given to Lessee, to comply with said regulations or to maintain, alter, repair or restore the Premises at the cost of Lessee.

Commercial Lease
Porter G, LLC/
10. ALTERATIONS OR IMPROVEMENTS TO PREMISES.

a. Lessee shall make no changes in or to the Premises without Lessor's prior written consent, including Lessor's specific written approval. Lessee shall, before making any alterations, additions, installations or improvements, at its expense, obtain all permits, approvals and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval and/or controlled inspection reports, as the case may be, with respect thereto and shall upon request deliver promptly duplicates of all such permits, approvals and certificates to Lessor. Lessee agrees to carry and will cause Lessee's contractors and sub-contractors to carry such workman's compensation, general liability, personal and property damage insurance as described in subparagraph f below. All fixtures and other alterations, including, but not limited to, heating, lighting, electrical, air conditioning, fixed partitioning, drapery, wall covering and paneling, built-in cabinet work and carpeting installations, together with any property that has become an integral part of the Premises, installed in the premises at any time, either by Lessee or by Lessor in Lessee's behalf, shall, upon installation, become the property of Lessor and shall remain upon and be surrendered with the premises unless Lessor, by written notice to Lessee at least 60 days prior to the expiration or termination of this Lease elects in writing to relinquish Lessor's right thereto and to have them removed by Lessee, in which event the same shall be removed from the premises by Lessee prior to the expiration of the lease, at Lessee's expense. Nothing in this Article shall be construed to give Lessor title to or to prevent Lessor's removal of trade fixtures, moveable office furniture and equipment, but upon removal of any such from the demised premises or upon removal of other installations as may be required by Lessor, Lessee shall immediately and at its expense, repair and restore the premises to the condition existing prior to installation and repair any damage to the premises or the building due to such removal, ordinary wear and tear excepted. All property permitted or required to be removed by Lessee at the end of the term remaining in the Premises after Lessee's removal shall be deemed abandoned and may, at the election of Lessor, either be retained as Lessor's property or may be removed from the premises by Lessor, at Lessee's expense.

b. All alterations shall be made and performed in full compliance with all applicable building codes, safety codes, electric codes, fire regulations, and any other applicable laws.

c. All alterations shall be done in a good and workmanlike manner. All alterations shall be done in compliance with all other applicable provisions of this Lease, the reasonable rules in force from time to time as set forth by Lessor for alterations and with all applicable laws, ordinances, directions, rules and regulations of governmental authorities having jurisdiction; and Lessee shall, prior to the commencement of any such alterations, at its sole cost and expense, obtain and exhibit to Lessor any governmental permit required in connection with such alterations.

d. Except as arising in connection with work performed by Lessor or its contractors at Lessor's expense, Lessee shall keep the building and the demised premises free and clear of all liens for any work or material claimed to have been furnished to Lessee or to the demised premises.

e. Prior to the commencement of any work by or for Lessee, Lessee shall furnish to Lessor certificates evidencing the existence of the following insurance:
1) Worker’s compensation insurance covering all persons employed for such work and with respect to whom death or bodily injury claims could be asserted against Lessor, Lessee or the demised premises.

2) Broad form comprehensive general liability insurance naming Lessor, its designees, and Lessee as insureds, such insurance to afford protection in an amount of not less than Two Million ($2,000,000) Dollars combined single limit for damage to property and for injury or death arising out of any one occurrence. Lessee, at its sole cost and expense, shall cause all such insurance to be maintained at all times when the work to be performed for or by Lessee is in progress. All such insurance shall be underwritten by reputable insurance companies authorized to do business in Colorado, which are reasonably acceptable to Lessor and all policies, or certificates thereof, issued by the insurer and bearing notations evidencing the payment of premiums, shall be promptly delivered to Lessor. Anything herein to the contrary notwithstanding, the foregoing insurance may be maintained in one or more policies of primary and umbrella or excess liability policies so long as the nature, scope and limits of coverage herein required are not violated.

Lessee shall reimburse Lessor on demand for any expenses, costs and amounts incurred or to be incurred by Lessor in connection with the review and supervision of Lessee’s alterations.

11. (This Section has been intentionally deleted).

12. INDEMNIFICATION AND RELEASE OF LESSOR.

a. Subject to Paragraph 14, below, and except for the negligence or willful misconduct of Lessor, its agents, employees or contractors, the Lessee shall indemnify, defend and hold harmless Lessor against any and all damages, expenses, costs, liabilities, claims or demands (including reasonable attorney fees and other reasonable costs of litigation) based on, or arising out of, or resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about the Premises. Lessee shall further indemnify Lessor for any costs whatsoever Lessor may incur for any default in the Lease caused by the Lessee or for violation of any Colorado laws or regulations by the Lessee.

b. Lessor shall not be liable for any damage, injury or death as to any person or damage to property in, on or about the Premises or any Building, unless caused by Lessor’s negligence or willful misconduct.

c. Subject to Paragraph 14 below, and except for the negligence or willful misconduct of Lessee, Lessor hereby agrees to indemnify and hold Lessee harmless from and against any and all liabilities, claims, damages, expenses, costs, losses, actions, fines, penalties or lawsuits (including reasonable attorney fees and other reasonable costs of litigation) suffered by or claimed against Lessee, based on, or arising out of, or resulting from (i) any negligent act or omission by Lessor, its employees, agents or invitees.

d. LESSEE FURTHER AGREES TO INDEMNIFY, DEFEND AND HOLD LESSOR HARMLESS FROM AND AGAINST ALL CLAIMS ARISING FROM OR IN CONNECTION WITH ANY CLAIM OR ACTION ALLEGING A VIOLATION BY TENANT OF THE AMERICANS WITH DISABILITIES ACT OF 1990, AS AMENDED (“A.D.A.”), AND FURTHER
AGREES TO KEEP THE LEASED PREMISES IN COMPLIANCE WITH APPLICABLE LAWS. LESSEE AGREES THAT IF A GOVERNMENTAL ENTITY DETERMINES THAT THE PREMISES ARE NOT IN COMPLIANCE WITH A.D.A. OR ENVIRONMENTAL LAWS DUE TO AN ACTION OR EVENT BY TENANT, TENANT SHALL INDEMNIFY LANDLORD FROM ANY AND ALL CLAIMS ARISING THEREFROM, AND SHALL BE RESPONSIBLE FOR BRINGING THE PREMISES INTO COMPLIANCE WITH APPLICABLE A.D.A. AND ENVIRONMENTAL REGULATIONS. LESSOR DOES NOT WARRANT THE PREMISES IS ADA COMPLIANT. IF THE LESSEE NEEDS THE PROPERTY TO BE ADA COMPLIANT OR THE PROPERTY IS REQUIRED TO BE ADA COMPLIANT BECAUSE OF TENANT USE AND LEASE OF PROPERTY THEN LESSEE SHALL BEAR THE ENTIRE COST AND LIABILITY TO MAKE THE PROPERTY ADA COMPLIANT.

FIRE CODE. LESSEE SHALL MAKE ANY AND ALL NECESSARY IMPROVEMENTS OR ADDITIONS (Subject to Lessor's written approval) TO MAKE THE PROPERTY COMPLY WITH ALL APPLICABLE SECTIONS OF THE FIRE CODE. ALL IMPROVEMENTS NECESSARY TO MAKE THE PROPERTY FIRE CODE COMPLIANT WILL BE AT THE SOLE EXPENSE OF LESSEE.

13. DESTRUCTION OF PREMISES.

a. If any Building or other Improvement shall be totally or partially destroyed or damaged by fire, earthquake, act of God, or by other casualty during the term of this Lease, said destruction or damage shall not release Lessee from any obligation hereunder except as provided herein; and in the case of damage to or destruction of any such Building or Improvement, Lessor shall, at its own expense, promptly repair and restore the same to a condition as good as or better than that which existed prior to such damage or destruction. Such repair and restoration shall be expressly subject to Lessor actually receiving insurance proceeds to pay for the repair or restoration. Without limiting such obligation of Lessor it is agreed that the proceeds of any insurance covering such damage or destruction shall be made available to Lessor for repair or replacement. If the repair time is estimated to exceed six (6) months, or in the event actual restoration exceeds six (6) months, either Lessor or Lessee may elect to terminate this Lease upon notice to the other party given no later than thirty (30) days after notice has been given to the other party of such damage or destruction. If neither party elects to terminate this Lease or if Lessor estimates that the repair will take six (6) months or less, then, subject to receipt of sufficient insurance proceeds, Lessor shall promptly restore the Premises, excluding the improvements installed by Lessee or by Lessor and paid by Lessee, subject to delays arising from the collection of insurance proceeds or from force majeure events. Lessee, at Lessee's sole expense, shall promptly perform, subject to delays arising from the collection of insurance proceeds or from force majeure events, all repairs or restoration not required to be done by Lessor and shall promptly re-enter the Premises and commence doing business in accordance with this Lease. The Base Annual Rent shall be abated during any period that the Premises cannot be occupied as a result of damage to the Premises by a cause covered by this paragraph or the repair thereof (or in the event that only a portion of the Premises cannot be occupied as a result of such damage, Base Annual Rent shall be equitably abated in proportion to the space actually occupied and usable by Lessee).

b. If the destruction occurs during the last year of the Lease, Lessee shall have the option to elect to terminate this Lease by written notice served on Lessor within thirty (30) days after the occurrence of such damage or destruction. In the event of such termination, rentals payable shall terminate and there shall be no obligation on the part of Lessee to repair or restore the building or improvements nor any right on the part of Lessee to receive any proceeds collected under any insurance policy covering such building or improvements.
14. **WAIVER OF SUBROGATION.**

Lessor and Lessee waive all rights to recover against each other or against the officers, directors, shareholders, partners, joint venturers, employees, agents, customers, invitees, or business visitors of each other for any loss or damage arising from any cause covered by any insurance required to be carried by each of them pursuant to this Lease or any other insurance actually carried by each of them which occur in, on or about the Premises or the Building to the extent that such loss or damage is covered by collectible insurance. Lessor and Lessee will cause their respective insurers to issue appropriate waiver of subrogation rights endorsements to all policies of insurance carried in connection with the Premises.

15. **RIGHT TO SUBLLEASE AND/OR ASSIGN.**

Lessee shall have the full right to sublease and/or assign the Premises, in whole or in part, at any time and from time to time with the written consent of Lessor, which consent will not be unreasonably withheld, conditioned or delayed, provided that the Lessee shall remain fully liable for the performance of all obligations under this Lease. A consent to one assignment or sublease shall not constitute a consent to a subsequent assignment or sublease. In the event Lessee subleases or assigns all of the Premises, any rentals received which are in excess of the base rent shall be shared equally by Lessor and Lessee. In the event Lessee subleases a portion of the interior of any Building or Improvement on the Premises, then Lessee shall be entitled to all of the proceeds of such sublease. In connection with any assignment or sublease, Lessee shall have the right, in its sole discretion, to include the right of first refusal described in Paragraph 11 or to retain the right of first refusal for itself.

16. **WASTE AND NUISANCE PROHIBITED.**

Lessee shall not commit or suffer to be committed any waste or nuisance on the Premises.

17. **LESSOR’S RIGHT OF ENTRY.**

Lessee shall permit Lessor and the agents and employees of Lessor to enter into and upon the Premises upon twenty-four (24) hour advance notice to Lessee during all reasonable business hours for the purpose of inspecting the same or for the purpose of posting notices of non-responsibility for alterations, additions or repairs without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the Premises. In the event of an emergency, no such advance notice shall be required; however, reasonable efforts shall be made to reach Lessee or an agent of Lessee to escort Lessor or Lessor’s agents while accessing any limited access area on the premises.

18. **LIENS.**

a. Lessee shall keep all of the Premises and every part thereof and all Buildings and other Improvements at any time located thereon free and clear of any mechanics’, materialmen’s and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Lessee, any alteration, improvement or repairs or additions which Lessee may make or permit or cause to be made, or any work or construction by, for or permitted by Lessee on or about the Premises, or

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*Porter G, LLC/*

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any obligations of any kind incurred by Lessee, and at all times promptly and fully to pay and discharge any and all claims on which any such lien may or could be based, and to save and hold harmless Lessor against all such liens and claims of liens and suits or other proceedings pertaining thereto. Lessee shall give Lessor written notice no less than twenty (20) calendar days in advance of the commencement of any construction, alteration, addition, improvement or repair estimates to cost in excess of Twenty Thousand ($20,000.00) Dollars in order that Lessor may post appropriate notices of Lessor's non-responsibility.

b. If Lessee desires to contest any such lien, it shall notify Lessor of its intention to do so within ten (10) business days after the filing of such lien. In such case, and provided that Lessee shall on demand protect Lessor by a good and sufficient surety bond (satisfactory to Lessor) against any such lien and any cost, liability or damage arising out of such contest, Lessee shall not be in default hereunder until ten (10) business days after the final determination of the validity thereof, within which time Lessee shall satisfy and discharge such lien to the extent held valid; but, the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Lessee hereunder. If Lessor and/or the Property are named or a party to any legal action or lawsuit as a result of a mechanic's lien filed against the Property or Premises arising from work or construction Lessee had performed on the Property or Premises, Lessee agrees to pay any and all costs, including legal fees that Lessor may incur.

c. As provided in Colo. Rev. Stat. Section 39-26-117 and Section 39-26-205(3), as amended from time to time, the Premises and all of the improvements and installations constituting any part of Premises, and all other improvements (other than Lessee's trade fixtures) made to or installed in the Premises (whether constructed by, for or at the expense of Lessor or Lessee), shall be deemed property owned by Lessor and shall be exempt from any lien for sales and use taxes otherwise imposed or collected by the taxing authorities of the State of Colorado. In order to secure this exemption, Lessor may execute a memorandum of this Lease for filing with the Colorado Department of Revenue as prescribed by that agency. Lessee shall execute such memorandum if required by the State of Colorado.

19. CONDEMNATION.

a. If the whole of the Premises or such portion thereof as will make the Premises unusable for the purposes herein leased, in the sole determination of Lessee, is condemned for any public or quasi-public use or purpose by any legally constituted governmental authority or by private purchase in lieu thereof, then in either of such events this Lease will terminate and the Base Annual Rent obligations shall terminate from the time when possession is taken by such public authority and the Base Annual Rent shall be accounted for between Lessor and Lessee as of the date of the surrender of possession. In such events, Lessee shall have the right to make a claim against the condemnor for all claims including, but not limited to, all claims for leasehold damages, diminution in value of Lessee's leasehold, removal expenses, business dislocation expenses, and moving expenses.

b. If any part of the Premises shall be so taken and this Lease shall not terminate or be terminated under the provisions herein, then the Base Annual Rent shall be reasonably and equitably apportioned according to the portion of the Premises so taken, and Lessee shall, at its own cost and expense, restore the remaining portion of the Premises to the extent to render it reasonably suitable for the purpose for which it was leased, and shall make all repairs to the building on the Premises to the extent necessary to constitute the Building a complete architectural
unit, provided that such work shall not exceed proceeds of its condemnation award. Rent shall abate during the period of any such restoration or other activity in connection with such condemnation proceedings during which Lessee is unable to operate its business and does not operate its business.

20. **DEFAULT - EVENTS OF DEFAULT.**

The following occurrences are "events of default":

a. Lessee fails to pay rent or any other sum to be paid by Lessee under this Lease when due, and the default continues for five (5) days after written notice from Lessor.

b. [Intentionally Omitted];

c. This Lease or the Premises or any part of the Premises are taken upon execution or by other process of law directed against Lessee, or are taken upon or subjected to any attachment by any creditor of Lessee or claimant against Lessee, and the attachment is not discharged within thirty (30) days after its levy;

d. Lessee files a petition in bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or is dissolved, or makes an assignment for the benefit of creditors;

e. Involuntary proceedings under any bankruptcy laws or insolvency act or for the dissolution of Lessee are instituted against Lessee, or a receiver or trustee is appointed for all or substantially all of Lessee’s property, and the proceeding is not dismissed or the receivership or trusteeship is not vacated within sixty (60) days after the institution or appointment;

f. [Intentionally Omitted]; or

g. Lessee breaches any of the other agreements, terms, covenants or conditions that this Lease requires Lessee to perform, and the breach continues for a period of thirty (30) days after written notice by Lessor to Lessee, or such additional time as reasonably may be required to cure such default in the event that the default cannot be cured within thirty (30) days.

h. Lessee, or principal of Lessee is charged with violating any law or regulation.

21. **DEFAULT - REMEDIES.**

If any one or more events of default set forth in Paragraph 20, occurs beyond any applicable period of notice and cure, then Lessor may, at its election, either:

a. Give Lessee written notice of its intention to terminate this Lease on the date of the notice or on any later date specified in the notice, and, on the date specified in the notice, Lessee’s right to possession of the Premises will cease and the Lease will be terminated (except as to Lessee’s liability set forth in this Paragraph 21.a), as if it were the end of the term of this Lease. If this Lease is terminated pursuant to the provisions of this Paragraph 21.a, Lessee will remain liable to Lessor monthly for damages in an amount equal to the rent and other sums that would have been owing by Lessee under this Lease for the balance of the term if this Lease had not been
terminated, less the net proceeds, if any, of any reletting of the Premises by Lessor subsequent to the termination, after deducting all of Lessor's reasonable expenses in connection with the reletting, including without limitation the expenses set forth in Paragraph 21(b)(ii). Lessor will be entitled to collect and receive those damages from Lessee monthly on the days on which the rent and other amounts would have been due and payable under this Lease if it had not been terminated. Alternatively, at the option of Lessor, if this Lease is terminated, Lessor will be entitled to recover from Lessee:

i. The net present value at the time of award of the unpaid rent that had accrued to Lessor at the time of termination;

ii. The net present value at the time of award of the amount by which the unpaid rent that would have been earned after termination until the time of award exceeds the net present value of the rent loss that Lessee proves could reasonably have been avoided;

iii. The net present value at the time of award of the amount by which the unpaid rent for the balance of the term of this Lease after the time of award exceeds the net present value of the rent loss that Lessee proves could reasonably be avoided; and

iv. Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease. The "net present value at the time of award" of the amount referred to in clauses 21(a)(i) through 21(a)(iii) is computed by applying the discount rate of the Federal Reserve Bank of Kansas City, Missouri at the time of award. For the purpose of determining unpaid rent under Paragraph 21(a)(iii), the monthly rent reserved in this Lease will be deemed to be the sum of the rent due under Paragraph 5 and the other amounts due and payable by Lessee pursuant to this Lease for the calendar year in which the award is made.

b. i. Without demand or notice, reenter and take possession of the Premises or any part of the Premises in accordance with valid legal process; expel Lessee and those claiming through or under Lessee from the Premises; and lawfully remove the effects of both or either pursuant to Colorado laws and regulations, without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenants or conditions. If Lessor elects to reenter as provided in this Paragraph 21(b)(i) or if Lessor takes possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by Colorado law, Lessor may, from time to time, without terminating this Lease, relet the Premises or any part of the Premises for the account of Lessee, for such term or terms (which may be greater or less than the period that would otherwise have constituted the balance of the term of this Lease) and on such terms and conditions (which may include concessions of free rent, and the alteration and repair of the Premises) as Lessor, in its sole discretion, may determine. Lessor may collect and receive the rents for the Premises. Lessor will not be responsible or liable for any failure to relet the Premises, or any part of the Premises, or for any failure to collect any rent due upon reletting. No reentry or taking possession of the Premises by Lessor will be construed as an election on Lessor's part to terminate this Lease unless a written notice of such intention is given to Lessee. No notice from Lessor under this Lease or under a forcible entry and detainer statute or similar law will constitute an election by Lessor to terminate this Lease unless the notice specifically says so. Lessee reserves the right following any reentry or reletting, or both, to
exercise its right to terminate this Lease by giving Lessee written notice, and, in that event, the Lease will terminate as specified in the notice.

ii. If Lessor elects to take possession of the Premises according to this Paragraph 21(b) without terminating the Lease, Lessee will pay Lessor the rent and other sums that would have been due and payable under this Lease if such repossesson had not occurred, less the net proceeds, if any, of any reletting of the Premises after deducting all of Lessor’s reasonable expenses incurred in connection with such reletting, including without limitation all reasonable repossesson costs, brokerage commissions, legal expenses, attorneys’ fees, expenses of employees, alteration, remodeling, repair costs, and expenses of preparing the Premises for reletting. If, in connection with any reletting, the new lease term extends beyond the existing term of this Lease or the Premises covered by reletting include areas that are not part of the Premises, a fair apportionment of the rent received from such reletting and the expenses incurred in connection with such reletting will be made by mutual agreement of the parties in determining the net proceeds received from reletting. In addition, in determining the net proceeds from reletting, any rent concessions will be apportioned over the term of the new lease. Lessee will pay such amounts to Lessor monthly on the days on which the rent and all other amounts owing under this Lease would have been payable if possession had not been retaken, and Lessor will be entitled to receive the rent and other amounts from Lessee on those days. The foregoing notwithstanding, Lessor shall have an affirmative obligation to mitigate its damages, if any, arising from any alleged default under the Lease.

c. Suit or suits for the recovery of the rents and other amounts and damages set forth in this paragraph may be brought by Lessor from time to time at Lessor’s election and nothing in this Lease will be deemed to require Lessor to await the date on which the term of this Lease expires. Each right and remedy in this Lease will be cumulative and will be in addition to every other right or remedy in this Lease or existing at law or in equity, including without limitation suits for injunctive relief and specific performance. The exercise or beginning of the exercise by Lessor of any right or remedy will not preclude the simultaneous or later exercise by Lessor of any other rights or remedies. All rights and remedies are cumulative and nonexclusive.

d. In the event of a Lessor default beyond any applicable period of notice and cure, Lessee shall have the following remedies (and the aforesaid notice and cure period shall not apply in the event of an emergency threatening life, safety): Lessee may bring an action for damages; or upon thirty (30) days’ additional written notice to Lessor Lessee may, at its election, cure such default at the commercially reasonable expense of Lessor; provided, however, if Lessor’s failure to so cure interferes with Lessee’s quiet enjoyment of the Premises, or materially interferes with Lessee’s use of the Premises then Lessee may pursue an action against Lessor for constructive eviction by Lessor, and any retention of possession of the Premises by Lessee while pursuing such action shall not constitute a waiver by Lessee of the constructive eviction so long as Lessee continues to pay Rent as required by the terms of this Lease. If Lessee exercises its right to cure in accordance with the foregoing terms and provisions, then Lessor will reimburse Lessee for the commercially reasonable cost of such cure within thirty (30) days of Lessee’s delivery to Lessor of a statement for the cost of such cure; and, in the event Lessor fails to reimburse Lessee, then Lessee may set off against the amounts of Base Annual Rent owed for the cost of such cure. Provided that Lessee is first given written notice of the name and address of such party, Lessee shall cause a copy of any written notice from Lessee to Lessor under this paragraph to also be sent to any holder of a mortgage or other encumbrance on the Building, and any such holder will have

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the same time periods to cure such alleged default (however, the terms of any subordination, non-disturbance, and attornment agreement shall govern with respect to the cure periods provided for such holder). Notwithstanding the foregoing, Lessee may pursue any other remedy now or hereafter available under the laws of judicial decisions of the State of Colorado.

22. **LESSOR'S LIEN.**

Subject to any prior perfected security interest or any purchase money security interest, Lessee grants to Lessor (at Lessor's discretion), to secure performance of Lessee's obligations hereunder, a security interest in all goods, inventory, equipment, fixtures, furniture, improvements, chattel paper, accounts, and general intangibles, and other personal property of Lessee now or hereafter situated on or relating to Lessee's use of the Premises, and all proceeds therefrom ("Collateral"), and the Collateral shall not be removed from the Premises without the consent of Landlord until all obligations of Lessee have been fully performed. Lessor has the sole and unilateral option to refuse the lien, any security interest and the collateral at its discretion. A written notice from Lessor to any third party shall suffice as a disclaimer of any security interest. Upon the occurrence of an Event of Default, Lessor may, in addition to all other remedies, without notice or demand except as provided below, exercise the rights afforded a secured party under the Uniform Commercial Code of the State of Colorado (the "UCC") or other Colorado law. All proceeds of any such sale may be applied first to payment of expenses incurred by Lessor in enforcing the security interests herein granted (including reasonable attorneys' fees and expenses. Lessor may (at its election) also file a copy of this Lease or this provision as a financing statement to perfect its security interest in the Collateral.

23. **SUBORDINATION.**

Lessee agrees that its leasehold interest hereunder is subordinate to any mortgages now on, or hereafter to be placed on, the Premises; provided, as a condition precedent to such subordination, Lessor agrees to take whatever action is necessary (including obtaining written documentation from its mortgagee) to assure that each such mortgagee shall expressly covenant, or each such mortgage shall expressly provide, that so long as Lessee is not in default under this Lease, Lessee's quiet possession of the Premises shall remain undisturbed, on the terms, covenants and conditions stated herein, whether or not the mortgage is in default and notwithstanding any foreclosure or other action brought by the mortgagee. Provided that Lessor complies with the requirements of this Paragraph 23, Lessee agrees to comply with reasonable requests for execution of documentation to affect this subordination of its leasehold interest.

24. **SIGNS.**

Lessee may install a sign or signs on the Premises which conform with the laws and regulations of the Town of Carbondale and Garfield County, Colorado. Upon surrender or vacation of the Premises or at any time during the term of the Lease, Lessee may remove any of its signs affixed to the Premises provided that it is not in default of its obligations herein and the Premises are restored to substantially the same condition and repair as before attachment of any such signs, reasonable wear and tear excluded.

25. **WAIVER OF REQUIREMENTS.**

No requirement whatsoever of this Lease shall be deemed waived or varied, nor shall Lessor's acceptance of any payment with knowledge of any default, nor shall either party's failure or delay to take advantage of any default constitute a waiver of either party's rights thereby nor of any subsequent or
continued breach of any requirement of this Lease. All remedies provided for herein shall be in addition to, and not in substitution for, any remedies otherwise available to each of the parties hereto.

26. SECURITY DEPOSIT.

Upon execution of this Lease, Lessee shall deposit with Lessor the sum of $5,850.00 as a “Security Deposit” (to be included with first and last months rent for a total of $20,687.50). Said deposit is given to secure Lessee’s faithful performance of all the terms, covenants and conditions to be kept and performed by Lessee during the Lease term. Lessee agrees that if, at any time during the term of this Lease, Lessee shall fail to pay the rent herein reserved promptly when due, after the applicable notice and cure period Lessor shall have the right to use said security deposit, or so much thereof as necessary, to pay any such rent due and unpaid. If Lessee violates any of the other terms, covenants and conditions of the Lease, said security deposit may be likewise applied, after the applicable notice and cure period, to any damages suffered by Lessor as a result of Lessee’s default to the extent of the amount of the damages suffered. No later than thirty (30) days after the termination of the within tenancy for any reason Lessor shall return the security deposit to Lessee, or if cause exists for Lessor to retain all or a portion of the security deposit, Lessor shall, within the same thirty (30) day period, provide Lessee with a written statement listing the reasons for the retention of the security deposit, together with the balance, if any, of the security deposit that is not retained. The security deposit shall bear no interest in favor of Lessee.

27. HAZARDOUS MATERIALS.

a. Lessee shall not cause or permit any hazardous material to be brought upon, kept, or used in or about the Premises by Lessee, its agents, employees, contractors, or invitees, without the prior written consent of Lessor (which Lessor shall not unreasonably withhold as long as Lessee demonstrates to Lessor’s reasonable satisfaction that such hazardous material is necessary or useful to Lessee’s business and will be used, kept and stored in a manner that complies with all laws regulating any such hazardous material). If Lessee breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused or permitted by Lessee results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Lessee is legally liable to Lessor for damage resulting therefrom, then Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Premises, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorney’s fees, consultant fees, and expert fees) that arise during or after the lease term as a result of such contamination. This indemnification of Lessor by Lessee includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of hazardous material present in the soil or ground water on or under the Premises. Without limiting the foregoing, if the presence of any hazardous material on the Premises caused or permitted by Lessee results in any contamination of the Premises, Lessee shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises. Provided that Lessor’s approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse effect on the Premises.
b. As used herein, the term “hazardous material” means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local governmental authority, the State of Colorado, or the United States Government. The term “hazardous material” includes, without limitation, any material or substance that is (i) defined as a “hazardous substance” under appropriate state law provisions; (ii) petroleum; (iii) asbestos; (iv) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1321); (v) defined as a “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. § 6903); (vi) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601); or (vii) defined as a “regulated substance” pursuant to Subchapter IX, Solid Waste Disposal Action (Regulation of Underground Storage Tanks) (42 U.S.C. § 6991).

28. SURRENDER.

a. At the end of the term of this Lease, and at the sole discretion of the Lessor, Lessee will surrender the Premises in the same condition and repair as received, broom clean, ordinary wear and tear and casualty loss and condemnation excepted. If Lessee is not then in default, Lessee may remove from the Premises any fixtures, equipment and movable furniture placed in the Premises by Lessee.

b. At the discretion of the Lessor, Lessee will fully repair any damage to the Premises occasioned by the removal of any fixtures, equipment or furniture, reasonable wear and tear and damage by casualty excepted. All fixtures, equipment or furniture not removed will conclusively be deemed to have been abandoned by Lessee and may be appropriated, sold, stored, destroyed or otherwise disposed of by Lessor without notice to Lessee or to any other person and without obligation to account for them. Lessee will pay Lessor all reasonable expenses incurred in connection with Lessor’s removal of such property from the Premises, including without limitation the cost of repairing any damage to the Building or the Premises caused by removal of such property. Lessee’s obligation to observe and perform this covenant will survive the termination of this Lease.

29. LAW. This document shall be governed by the Laws of the State of Colorado.

30. PARAGRAPH CAPTIONS.

The paragraph captions as to contents of particular paragraphs are inserted only for convenience and are in no way to be construed as part of this Lease or as a limitation on the scope of the particular paragraphs to which they refer.

31. LEASE ACCEPTANCE AND MODIFICATION.

a. This Lease contains all the oral and written agreements, representations and warranties between the parties hereto with respect to the subject matter hereof, and any rights which the respective parties hereto may have had under any previous contracts or oral arrangements are hereby canceled and terminated and no representations or warranties are made or implied other than those set forth herein.
b. No amendment or modification of this Lease or any approvals or permissions of Lessor required under this Lease shall be valid or binding unless reduced to writing and executed by the parties hereto in the same manner as the execution of this Lease.

32. ATTORNEY FEES.

If litigation is ever commenced by one of the parties hereto against the other as a result of this Lease or in connection with this Lease, then the party that substantially prevails in any such litigation shall be entitled to receive from the losing party all costs incurred, including reasonable attorneys' fees and court costs, in connection with such proceeding.

33. NOTICES.

Any notices or communications provided for in this Lease are to be in writing shall be sent by registered or certified mail, return receipt requested, or by a reputable national overnight courier service, postage prepaid, or by hand delivery to the Lessor at the following address:

Porter G, LLC

__________________________

With copy to: Gillespie Law Offices, 100 Elk Run Dr, Ste. 129, Basalt CO 81621

and to the Lessee at the following address:

Tumbleweed Edwards LLC
57 Edwards Access Road
Edwards CO 81632

Either Lessor or Lessee may from time to time change the mailing addresses aforesaid by written notice to the other party hereto.

34. TIME OF THE ESSENCE.

Time is of the essence of this Lease and of each and every covenant, term, condition and provision hereof.

35. PARTIES BOUND.

The covenants and conditions herein contained shall, subject to the provisions as to assignment and subletting, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto Lessee hereby acknowledges and agrees that notwithstanding any sale of all or substantially all of its assets out of the ordinary course of business during the term of this Lease, it shall remain fully liable for all of the obligations of the Lessee under this Lease until and unless it is released therefrom in a written instrument signed by Lessor. Similarly, in the event of a sale of its stock, merger, stock exchange, or any other corporate transaction which results in new ownership of the shares of stock in Lessee, the Lessee or its successor in interest, shall remain fully liable for all obligations of the Lessee under this Lease. All personal guarantors of Lessee are also fully bound be this Lease.

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36. **UNENFORCEABILITY.**

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Lease term, then and in that event it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added as part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

37. **LAWS OR REGULATIONS.** Lessee shall warrant that it is in all times in compliance with all laws and regulations. Any noticed or charged violation of any law, code or regulation at any time shall be a default in the Lease and the Lessor may terminate the Lease immediately and repossess the Property and Premises.

38. **RECORDING.**

Lessee shall not record this Lease without the written consent of Lessor.

39. **BROKERS.**

Lessor and Lessee each represents and warrants to the other that it has dealt with no broker, agent or other person in connection with this transaction, that no broker, agent or other person brought about this transaction, and the parties agree to indemnify and hold the other harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with such party with regard to this leasing transaction.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year set forth above.

**LESGOR:**

Porter G, LLC,
a Colorado limited liability company

By: ____________________________

Chris Broadhurst, Manager

**LESSEE:**

Tumbleweed Carbondale, LLC

Green Grass Colorado, LLC

By: ____________________________

Mark Smith, Manager

This LEASE IS FURTHER PERSONALLY GUARANTEED BY MARK SMITH.
LIMITED LIABILITY COMPANY
OPERATING AGREEMENT

Tumbleweed Carbondale LLC
Tumbleweed CARBONDALE
A Colorado Limited Liability Company
(Member-Managed)

OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into effective 29th day of November, 2016, by and among: Daniel V Griffin and Sherri Marzaro

SECTION 1. THE LIMITED LIABILITY COMPANY

1.1 Formation. Effective November 29th, 2016 the Members form a limited liability company under the name Acme Healing Center of Carbondale, LLC (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Act of the State of Colorado (the "Act"). The Members agree to file with the appropriate agency within the State of Colorado charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

1.2 Name. The business of the Company will be conducted under the name Acme Healing Center of Carbondale dba Tumbleweed CARBONDALE or such other name upon which the Members may unanimously may agree.

1.3 Purpose. The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the State of Colorado.

1.4 Office. The Company will maintain its principal business office within the State of Colorado at the following address: 958 Highway 133, Carbondale

1.5 Registered Agent. Mark Smith, is the Company's initial registered agent in the State of Colorado, and the registered office is 57 Edwards Access Road, Unit 20, Edwards, CO 81632

1.6 Term. The term of the Company commences on November 29th, 2016 and shall continue perpetually unless sooner terminated as provided in this Agreement.

1.7 Names and Addresses of Members. The Members' names and addresses are attached as Schedule 1 to this Agreement.

1.8 Admission of Additional Members. Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

SECTION 2. CAPITAL CONTRIBUTIONS

2.1 Initial Contributions. The Members initially shall contribute to the Company capital as described in Schedule 2 attached to this Agreement.

2.2 Additional Contributions. No Member shall be obligated to make any additional contribution to the Company's capital without the prior unanimous written consent of the Members.

2.3 No interest on Capital Contributions. Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.
SECTION 3. ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS

3.1 Profits/Losses. For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company as set forth in Schedule 2 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

3.2 Distributions. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

3.3 No Right to Demand Return of Capital. No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

SECTION 4. INDEMNIFICATION

The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

SECTION 5. POWERS AND DUTIES OF MANAGERS

5.1 Management of Company.

5.1.1 The Members, within the authority granted by the Act and the terms of this Agreement shall have the complete power and authority to manage and operate the Company and make all decisions affecting its business and affairs.

5.1.2 Except as otherwise provided in this Agreement, all decisions and documents relating to the management and operation of the Company shall be made and executed by a Majority in Interest of the Members.

5.1.3 Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of a Majority in Interest of the Members to manage and operate the business and affairs of the Company.

5.2 Decisions by Members. Whenever in this Agreement reference is made to the decision, consent, approval, judgment, or action of the Members, unless otherwise expressly provided in this Agreement, such decision, consent, approval, judgment, or action shall mean a Majority of the Members.

5.3 Withdrawal by a Member. A Member has no power to withdraw from the Company, except as
otherwise provided in Section 8.

SECTION 6. SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES

6.1 Organization Expenses. All expenses incurred in connection with organization of the Company will be paid by the Company.

6.2 Salary. No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by a Majority of the Members.

6.3 Legal and Accounting Services. The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

SECTION 7. BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING

7.1 Method of Accounting. The Company will use the method of accounting previously determined by the Members for financial reporting and tax purposes.

7.2 Fiscal Year; Taxable Year. The fiscal year and the taxable year of the Company is the calendar year.

7.3 Capital Accounts. The Company will maintain a Capital Account for each Member on a cumulative basis in accordance with federal income tax accounting principles.

7.4 Banking. All funds of the Company will be deposited in a separate bank account or in an account or accounts of a savings and loan association in the name of the Company as determined by a Majority of the Members. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

SECTION 8. TRANSFER OF MEMBERSHIP INTEREST

8.1 Sale or Encumbrance Prohibited. Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other nontransferring Members determined on a per capita basis.

8.2 Right of First Refusal. Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

8.2.1 The Member desiring to transfer his or her interest first must provide written notice (the "Notice") to the other Members, specifying the price and terms on which the Member is prepared to sell the Interest (the "Offer").

8.2.2 For a period of 30 days after receipt of the Notice, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.

8.2.3 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.

8.2.4 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then
the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.

8.2.5 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

8.3 Substituted Parties. Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until:

1. The transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and

2. The transferor furnishes to the Company an opinion of counsel satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

8.4 Death, Incompetency, or Bankruptcy of Member. On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

8.4.1 Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

8.5 Death Buy Out. Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

8.5.1 The value of each Member's Interest in the Company will be determined on the date this Agreement is signed, and the value will be endorsed on Schedule 3 attached and made a part of this Agreement. The value of each Member's Interest will be re-determined unanimously by the Members annually, unless the Members unanimously decide to re-determine those values more frequently. The Members will use their best efforts to endorse those values on Schedule 3. The purchase price for a decedent Member's interest conclusively is the value last determined before the death of such Member, provided, however, that if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.

8.5.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the
appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.

8.5.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.5.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than $1,000.00, the purchase price will be paid in cash; if the purchase price is $1,000.00 or more, the purchase price will be paid as follows:

1. $1,000.00 in cash, bank cashier's check, or certified funds;

2. The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.5.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.5.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

SECTION 9. DISSOLUTION AND WINDING UP OF THE COMPANY

9.1 Dissolution. The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law, or
9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

9.2 Winding Up. On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company’s assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company’s obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members’ Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company’s debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then-outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

SECTION 10. GENERAL PROVISIONS

10.1 Amendments. Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

10.2 Governing Law. This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the State of Colorado (without regard to principles of conflicts of law).

10.3 Entire Agreement; Modification. This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions, representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

10.4 Attorney Fees. In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

10.5 Further Effect. The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

10.6 Severability. If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

10.7 Captions. The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.
10.8 Notices. All notices required to be given by this Agreement will be in writing and will be effective when actually delivered or, if mailed, when deposited as certified mail, postage prepaid, directed to the addresses first shown above for each Member or to such other address as a Member may specify by notice given in conformance with these provisions to the other Members.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

MEMBERS:

Daniel V Griffin  
Member

[Signature]

Marc A. Shmet  
Member

[Signature]

Sherri Marzarie  
Member

[Signature]
Listing of Members – Schedule 1

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR Acme Healing Center of Carbondale dba Tumbleweed CARBONDALE
LISTING OF MEMBERS

As of the 29th day of November 2016, the following is a list of Members of the Company:

NAME:
Daniel V Griffin

ADDRESS:
4933 S Elizabeth Circle
Cherry Hills Village, CO 80113

Jesse Miller

1187 Gore Trail
Cordillera, CO 81632

492 Morrison Street
Carbondale, CO 81632

Authorized by Member(s) to provide Member Listing as of this 29th day of November 2016.

Daniel V Griffin
General Manager/Member
Listing of Capital Contributions – Schedule 2

LIMITED LIABILITY COMPANY OPERATING AGREEMENT
FOR Acme Healing Center of Carbondale dba Tumbleweed CARBONDALE, LLC
CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Members' initial contribution to the Company capital is stated to be $2,500. The description and each individual portion of this initial contribution is as follows:

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PROOF OF PUBLICATION

SOPRIS SUN  ss.
STATE OF COLORADO  
COUNTY OF GARFIELD  

I, Therese Ritchie, do solemnly swear that I am an employee of The Sopris Sun. That the same Weekly newspaper is printed, in whole or in part, in the County of Garfield, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Garfield and is the legally designated Newspaper of Record for the Town of Carbondale, per Carbondale Resolution No. 5 Series of 2009; that the annexed legal notice or advertisement was published on the following date(s): March 9, 2017.

In witness whereof has here unto set my hands this 14th day of March, 2017.

Therese Ritchie
Sopris Sun Employee

Subscribed and sworn to before me, a notary public in and for the County of Garfield, State of Colorado this 14th day of March, 2017.

Notary Public

My Commission expires: May 26, 2020

NOTICE

PURSUANT TO THE LAWS
OF COLORADO

TUMBLEWEED CARBONDALE, LLC
7001 S. BROADWAY, SUITE 155
LITTLETON, CO

HAS REQUESTED THE LICENSING OFFICIALS
OF THE TOWN OF CARBONDALE GRANT
A TRANSFER OF LOCATION OF A RETAIL
MARIJUANA STORE FROM 259 MAIN STREET
TO 304 HIGHWAY 133 CARBONDALE, CO

HEARING ON APPLICATION TO BE HELD AT:
CARBONDALE TOWN HALL
511 COLORADO AVENUE
CARBONDALE, COLORADO

DATE AND TIME: APRIL 11, 2017 AT 6:00 P.M.
DATE OF APPLICATION: MARCH 1, 2017
BY ORDER OF: DAN RICHARDSON, MAYOR

APPLICANT:
MARK SMITH

Information may be obtained from, and Petitions or Remonstrances may be filed with the Town Clerk, Carbondale Town Hall, 511 Colorado Avenue, Carbondale, CO 81623.

Published in The Sopris Sun on March 9, 2017.
PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that a Public Hearing will be held before the Carbondale Board of Trustees for the purpose of considering a Transfer of Location of a Retail Marijuana Store Permit Application. The property is located at 304 Highway 133, Carbondale, CO 81623. The applicant and owner is Daniel V. Griffin and Sherri L Marzario operating Tumbleweed CARBONDALE, LLC

Said Public Hearing will be held at the Carbondale Town Hall, 511 Colorado Avenue, Carbondale, CO at 6:00 p.m. on April 11, 2017.

Copies of the proposed application are on file in the Clerks Office, Carbondale Town Hall, 511 Colorado Avenue, Carbondale, CO, and may be examined by interested person during regular business hours, 8:00 a.m. through 5:00 p.m., Monday through Friday.
Affidavit of Mailing

The undersigned certifies that he mailed the attached Notice of Hearing by First Class Mail, postage prepaid as required by the Carbondale Municipal Code. The people on the attached list were sent the Notice of Hearing. In addition, notices were posted on the property at 304 Highway 133, Carbondale, CO 81623.

Date of mailing: 03-20-2017

By: Daniel V Griffin

Subscribed and sworn before me this 14th day of March, 2017.

(seal)          (Notary)

My commission expires: 1/7/19
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MINUTES
ENVIRONMENTAL BOARD
FEBRUARY 27, 2017

CALL TO ORDER
Julia Farwell called the meeting to order at 6:07 pm on February 27, 2017 in the Town Hall meeting room.

ROLL CALL
The following members were present for roll call:

E-board Members: Amanda Poindexter, Member
                   Jason White, Member
                   Julia Farwell, Chair
                   Patrick Hunter, Member
                   Scott Mills, Member

Town Staff Present: Mark O'Meara, Town Liaison
                   Heather Henry, BOT Liaison
                   Angie Sprang, Board Administrator

Observers & Guests: Alyssa Rendell
                    Brad Davis
                    Erika Sparhawk
                    Sarah Gruen

PERSONS PRESENT NOT ON THE AGENDA
No one present wished to address the board.

CONSENT AGENDA
Motion Passed: Patrick Hunter moved to approve Eboard meeting minutes from January 23, 2017, with noted edits. Scott Mills, seconded the motion, and it was unanimously approved.

NEW BUSINESS
Carbondale's Climate Action Plan
Sarah Gruen & Ericka Sparhawk thanked the Eboard for their participation in the recent work session with the Board of Trustees (BOT). Discussion ensued regarding Climate Action Plan priorities, which were: (1) contractor training for retro fit contractors, (2) bilingual outreach to renters, (3) prioritizing retro fits on existing homes, and (5) open ability to create more renewal energy.

Ericka Sparhawk noted a number of workshops that are scheduled in the near future, and presented approaching reduction of energy by focusing efforts on one area/neighborhood community at a time. For example, dividing Carbondale into districts and campaigning in one district at a time. The commission was in favor of a phased district campaigning plan, and the item was reserved for further discussion.

Motion Passed: Patrick Hunter moved to find in favor of the Climate Action Plan draft. Scott Mills, seconded the motion, and it was unanimously approved.

Spring Clean Up & Waste Diversion Day Budget
Julia Farwell presented the proposed Spring Clean Up & Waste Diversion Day budget for review. Julia noted that Eboard participation is key to the success of Waste Diversion Day, and all hands are needed on deck.

Jason White will contact Garfield County to see if they can provide sponsorship for the event.
**Motion Passed:** Patrick Hunter moved to approve the Spring Clean Up & Waste Diversion Day budget as presented in the packet. Scott Mills, seconded the motion, and it was unanimously approved.

**Spring Clean Up & Waste Diversion Day RFP**
Julia Farwell presented the proposed Spring Clean Up & Waste Diversion Day RFP for review.

**Motion Passed:** Patrick Hunter moved to approve the Spring Clean Up & Waste Diversion Day RFP as presented in the packet. Scott Mills, seconded the motion, and it was unanimously approved.

**WFRF Magnet Mailing**
Amanda Poindexter is working on a magnet design and preparing a budget. This item is reserved for later review and discussion.

**Fashion Show Ad**
Patrick Hunter presented his Eboard Fashion Show advertisement, which ran in the Sopris Sun.

**Motion Passed:** Patrick Hunter moved to petition the BOT for reimbursement for the Eboard Fashion Show advertisement in the amount of $165.00. Scott Mills, seconded the motion, and it was unanimously approved.

Patrick will write a memo for reimbursement to the BOT and submit it to Cathy Derby on or before March 01, 2017.

**Eboard Webpage**
Patrick Hunter is the Eboard designee for webpage content. Patrick will send updated content to Laurie Lindberg for review and inclusion on the Town’s Eboard webpage.

**New Eboard Bags**
Jason White will work on soliciting a design for this year’s Eboard reusable bag, and will return to the Eboard with a budget for review and approval.

**UPDATES ON ITEMS IN PROGRESS**

**Clear Intentions Site Visit, March 10th**
Julia Farwell noted that the Clear Intentions Site Visit is set to take place on March 10, 2017. The primary purpose is to collect and recycle glass. Julia will bring a proposed budget to the next Eboard meeting.

**Water Fountain Budget “Greening” Town Hall**
Julia Farwell recently looked into obtaining a water fountain for Town Hall that is purposed for refilling bottles of water, in an effort to reduce plastic water bottle waste. The Recreation Center is getting an identical station, and Julia is creating a budget for the proposed Town Hall project. Julia inquired about obtaining a dishwasher for town hall, and at this time it is not a plausible project.

**Waste Hauler Ordinance**
Jason White discussed the waste hauler ordinance with Kevin Schorzman, Director of Public Works, and Kevin will be taking on the RFP and ordinance project. Kevin, Dan, and Jason plan to work together with an April 2017 completion goal.

**FINAL REPORTS**

**USGBC Meeting**
Amanda and Patrick noted discussion around tiny homes and in fill buildings.
Excel Energy Meeting
Feedback for the excel energy meeting shall go through CLEER & CORE, please send feedback to Sarah.

ADDITIONAL COMMITTEE COMMENTS/FUTURE IDEAS
Business to Voluntarily Reduce Bags & Bottles
Julia

ADJOURNMENT
The February 27, 2017, regular meeting adjourned at 9:02 p.m. The next regular meeting is scheduled on March 27, 2017 at 6:00 pm.

Respectfully submitted,

Angie Sprang
Board & Commissions Clerk
March 13, 2017

Jay Harrington, Town Manager
and the Carbondale Board of Trustees
511 Colorado Avenue
Carbondale, CO 81623

Dear Mr. Harrington and Members of the Carbondale Board of Trustees:

On behalf of Family Visitor Programs I would like to thank you and the members of the Carbondale Board of Trustees for the 2017 Grant payment in the amount of $1,545.00. The support of the communities we serve is vital for Family Visitor Programs to raise matching funds from private foundations and individuals. We appreciate your belief in our agency and the families we serve.

Once again, thank you.

Sincerely,

Saundra D. Swanson, Executive Director
March 9, 2017

Town of Carbondale - Cathy Derby
511 Colorado Ave.
Carbondale, CO 81623

Dear Cathy and Town of Carbondale,

On behalf of the Board of Directors of Lucky Day Animal Rescue of Colorado, we want to express our deep appreciation for your recent grant of $300. Your generous gift will help to provide vaccinations, spaying/neutering and other basic medical care to our rescued four-legged friends.

All of us at Lucky Day Animal Rescue are committed to our mission: finding safe, loving forever homes for dogs and cats found living in high kill shelters or in neglectful, abusive situations. Your donation helps us to realize our goals.

An inspiring story of your gift in action is the “Happy Tail” for Josie. Josie is a 8 year old St. Bernard mix who has had the saddest life and has been failed by humans. She was abandoned in boarding for 2 years. Lucky Day was able to show her what a stable home looks like with no cages and lots of love.

Josie is now in a loving, forever home. Support from Town of Carbondale makes it possible for us to consider cases like Josie’s and give these wonderful animals the second chance they deserve.

Lucky Day Animal Rescue of Colorado is a tax-exempt organization as described in Section 501(c)(3) of the Internal Revenue Code. No goods or services were provided to you in return for this donation. For your tax records, our Federal ID number is 45-3508032.

On behalf of the Board, we thank you for your valuable support and look forward to your continued interest in our organization.

With Much Gratitude,

Rachel Hahn
Katie Solondz
Kelley Brenninger
Lucky Day Animal Rescue of Colorado
March 28, 2017

Town of Carbondale
511 Colorado Ave.
Carbondale, CO 81623

Dear Town of Carbondale Trustees,

Thank you for your grant funding of $325.00 to High Country RSVP (Retired Senior Volunteer Program).

At RSVP, our programs touch the lives of seniors and Veterans, and persons with low-income and disabilities every day in New Castle and throughout Garfield County. These accomplishments could not be achieved without your support.

With your funding, you join other municipalities and local foundations that have helped RSVP to continue its tradition of serving these fragile populations. Some of those services include SHIP/Medicare Counseling and Outreach, Federal Income Tax Preparation, Helping Hands for Seniors, and Continuing Education Classes for Older Adults/Seniors. We are proud of these services; but most of all we are proud of the accomplishments of RSVP’s senior volunteers as everyday they give back to their communities.

Moreover, your funding is a catalyst for us to create partnerships with other community entities and used as valuable leverage when seeking other gifts from funders and we are very grateful.

Sincerely,

Patty Daniells
Program Director
High Country RSVP

1402 Blake Avenue
Glenwood Springs, CO 81601
970-947-8462
Town of Carbondale Revolving Loan Fund
1st Quarter Report 2017

The balance of funds was $132,840.94, on March 31, 2017, and two seven ink payments were up-to-date.

Loans Outstanding:

<table>
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<th>Original Note</th>
<th>Business</th>
<th>Amount</th>
<th>Rate</th>
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<td>November 1, 2016</td>
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<td>Current Loans</td>
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Previous Activity:
Digital Directions: original note dated August 26, 2009; $25,000/3%/3 years – paid in full
Novel Tea Bookstore: original note dated August 26, 2009; $3,000/3%/3 years [+ 2 years] – paid in full
Eco Goddess: original note dated October 15, 2009; $20,000/3%/3 years – paid in full
Aloha Mountain Cyclery: original note dated February 24, 2010; $10,000/3%/3 years – paid in full
BioOrganix: original note dated March 15, 2011; $10,000/3%/3 years – paid in full
Aloha Mountain Cyclery: original note dated January 10, 2011; $15,000/3%/3 years – paid in full
All Valley Resources: original note dated March 15, 2011; $20,000/3%/3 years – paid in full
Carianne Wilder LLC dba Kula original note dated May 25, 2012; $15,000/3%/3 years – paid in full
Allegra Pasta: original note dated May 25, 2012; $25,000/3%/3 years – paid in full
David Rasmussen Design: original note dated July 27, 2012; $14,700/3%/3 years – paid in full
Shredly LLC/Ashley Rankin: original note dated February 28, 2013; $25,000/3%/3 years – paid in full
Aloha Mountain Cyclery: original note dated December 6, 2013; $25,000/4.25%/3 years - paid in full
Silo Culinary Productions LLC: original note dated September 24, 2014; $25,000/3%/3 years – paid in full
FootSteps Marketing: original note dated January 16, 2014; $20,000/3%/3 years-paid in full
Syg-Jackson Hewitt: original note dated February 1, 2016; $12,000/3%/1 year-paid in full

On behalf of the Loan Review Committee:
Chip Bishop, Bishop and Mohl CPA LLC
Charlie Chacos, The Village Smithy/Bonfire
David Eisenson, Town Restaurant
Renae Gustine, Town of Carbondale
Rolf Hermanson, ANB Bank
Matt Owings, Equus Private Wealth Management
Charlene Revoir, Vectra Bank
Lani Kitching, Carbondale Economic Development Partnership (CEDP)
Vicki Peterson, Ace Hardware

Sincerely,
(Ms.) Randi Lowenthal, Lowenthal Consulting
(C) 970.989.8987; rlowenthal@randilowenthal.com

Revised: April 4, 2017
Board Orientation

Elyse Ackerman-Casselberry
Northwestern Colorado Regional Manager
Presentation Overview

✓ Roles and Responsibilities
✓ Municipal Classifications
✓ Town Organizational Structure
✓ Types of Meetings for Elected Officials
✓ Decision Making
✓ How to Keep Out of Trouble
✓ Exceptions
✓ Working Together As A Board
Roles and Responsibilities
Roles and Responsibilities

✓ Elected Officials

✓ Advisory Boards

✓ Planning Commission

✓ Manager

✓ Staff

✓ Citizens

✓ Applicants
Elected Officials

✓ Set policy

✓ Use enabling authority and charter to protect public interest

✓ Appoint certain staff and boards that will further the mission of the community

✓ Provide general direction and on-going two-way communication
Key Elements to Consider

Leadership
You will be a leader whether you like it or not

Change
Any change is disruptive, even if it is the “right thing to do”

The Big Picture
You are mandated by law to make decisions that impact people’s lives
Agree to disagree
Position is a “24/7” obligation

Information/Analysis
Information is the key
Information for evaluation

The right decision is not necessarily the most popular,
and sometimes the most popular decision is not the right one
Key Elements to Consider

Ethics
Be professional
In this business “perception is reality”

Code of Conduct
Respect each other as professionals
Confidentiality
Be a positive ambassador for the town
Avoid surprises

Consistency
Lack of consistency can create legal, liability and fairness issues

Involvement
Public Service = Involvement!
Be careful of overextending yourself

Resources
Use your professional organizations, neighboring communities and staff to access resources and technical assistance
Elected Official Roles

As a member of the board, it is important that you:

✓ Do not favor any particular special interests.

✓ Not use this board for your own personal advantage or for the advantage of friends or supporters.

✓ Keep privileged information confidential.

✓ Approach all board issues with an open mind

✓ Never exercise authority as a board member except when acting in a meeting with the full board unless delegated by the board.
Advisory Boards and Commissions

✓ Advise the Town Board

✓ Advisory Boards are not authorized to make decisions on behalf of the Town Board

✓ The Town Board may or may not take action that is in agreement with the advice of an advisory board.

✓ Advisory boards may no speak for the Town Board or take independent positions on issues with the public or the press
Planning Commission

✓ Advisory to the elected board

✓ Prepare and recommend master / comprehensive plans

✓ Apply current policy and regulations

✓ Provide technical expertise on planning

✓ Review development applications

✓ Regularly assess planning policies and regulations; making recommendations for changes

✓ Serve as a voice of the community on land use
Types of Meetings for Elected Officials
Meeting Protocols

✓ Determine physical setting/seating arrangement and change when needed

✓ Follow Robert’s Rules of Order, or your own adopted procedural rules

✓ Enforce Civil Discourse - do not allow personal attacks

✓ Adopt a zero-tolerance policy toward disruptive behavior by board members and the public

✓ Limit the length of meetings and board “speeches”

✓ Encourage meeting etiquette (address by title, how to be acknowledged, no side discussions)

✓ Adopt rules for public comment at regular meetings or set a specific regular meeting explicitly for public participation

✓ Understand the role of the Chairperson/Mayor in meetings.
Executive Sessions

✓ Announce topic in open meeting with statutory citation

✓ 2/3 vote needed

✓ Nor formal action can occur

✓ Session MUST be recorded and kept for 90 days; judge will privately review if challenged
Executive Session Topics

✓ Transfers of property interests
✓ Conference with attorney for legal advice
✓ Legally required confidential matters
✓ Determining positions & development strategy for negotiations
✓ Personnel matters
One on One

✓ Meeting with constituent or town manager

✓ One on One means just that - no quorum allowed

✓ Be careful of Ex Parte communication
Decision Making
Public Hearings

✓ Common Hurdles

✓ Defensible Procedure

✓ Motions

✓ Findings of Fact
Common Hurdles

✓ Not being prepared

✓ Not asking enough questions

✓ Too detail-focused (losing the big picture)

✓ Asking for a vote of the audience

✓ Showing bias before decision is made
Defensible Procedures

✓ Notice

✓ Opportunity to be heard

✓ Findings

✓ Unbiased and timely decisions

✓ Complete records

✓ Clear rules
Motions

✓ Well-prepared motions take some effort

✓ Motions explain to applicant and audience how the decision was made

✓ Agree on procedures that will be used for meetings and for motions, specifically
Finding of Fact

✓ Factual foundations for your conclusion as to whether your standards are met; legal footprints

✓ Facts must address the standards

✓ Ask questions designed to get evidence related to the standards

✓ Burden of proof is on the applicant

✓ You can rely on personal knowledge, but make it part of the record
How to Keep out of Trouble

Legal Issues and Ethical Dilemmas
Ethics

✓ Colorado Code of Ethics - C.R.S. 24-18-101 et seq.

✓ Holding of a public office or public employment is a “public trust”

✓ Local government official or employee shall carry out his duties

for the benefit of the people
Thou Shall Not....

✓ Disclose or use confidential information to further personal financial interests

✓ Accept a gift of substantial value to influence action or reward official action

✓ - “Gift” includes loan below market rate or private services compensation above fair market value

✓ Participate in a private “substantial financial transaction” with person that local government official/employee inspects or supervises

✓ Perform any official act providing an economic benefit to a business or undertaking who may have a “substantial financial interest” or serve as “counsel, consultant, representative or agent

✓ Don’t forget to file any Conflicts of Interest with the Secretary of State
Types of Action - Legislative

✓ Having the function of making laws
(www.dictionary.com)

✓ Reflective of a public policy relating to matters of a permanent or general character, not restricted to an individual
Types of Action - Quasi Judicial

✓ Noting, pertaining to, or exercising powers or functions that resemble those of a court or a judge
(www.dictionary.com)

✓ Involves determination of rights or obligations of an individual; use of legislated rules to make a determination on an application
Public Official Liability

CIRSA “In the Scope of Your Authority” DVD
Board Member Liability

✓ Always act in the town’s best interest

✓ Stay within your “scope of employment”

✓ “we”.....not “I” statements

✓ Understand Open Meetings Rules

✓ Understand the difference between legislative vs. quasi-judicial roles

✓ Reduce your involvement in administrative matters

✓ Use your “powers” wisely and with civility
Public Liability

Colorado Governmental Immunity Act confers public entities immunity EXCEPT in six areas:

✓ Operation of a motor vehicle by public employee

✓ Dangerous condition of a public road or street within a municipality

✓ Dangerous condition of a public hospital, jail, public facility in a park or recreation area maintained by the entity or public water, gas, sewer, electrical, power or swimming pool

✓ Operation and maintenance of public water, gas, sewer, electrical, power or swimming facility

✓ Dangerous condition of public building

✓ Operation of public hospital, correctional facility or jail
Ex Parte Contact

Any written or oral communication initiated *outside of a regularly noticed public hearing* between an official with decision making authority and one or more of the parties (but not all the parties), about a subject that is under, or about to be under, consideration by that official and that seeks to influence or present information about that subject
Ex Parte Contact - What Can You Do?

✓ **STOP** the person

✓ Explain why contact is inappropriate

✓ Disclose the contact

✓ Recusal

✓ Consider adopting formal procedures
Ex Parte Contact - Outreach and Education

“Please note that it is inappropriate to personally contact individual Town Board members while an application is pending. Such contact is considered *ex parte communication* and will have to be disclosed as part of the public hearing on the matter. If you have any concerns, you should contact town staff, write a letter, or present your concerns at the public meeting so your comments can be made part of the record.”
Conflicts of Interest

There is a conflict of interest when:

✓ You are a member of a governing body, and

✓ You have a “personal or private interest” in the matter proposed or pending before you.

Colorado Law requires you do ALL of the following:

✓ Disclose

✓ Abstain from voting

✓ Do not attempt to influence the vote of others

C.R.S. 31-4-402 (2)
Remember....

✓ It is okay to have an opinion...

✓ But if you *act* on that opinion for *personal gain* vs. for the public interest...

✓ ...you probably have a *conflict of interest*
Colorado Governmental Immunity Act

Protects government officials when acting within the scope of their duties
How to Lose your Immunity

✓ Prejudge a matter

✓ Engage in ex parte contacts

✓ Make a decision that clearly violates established laws

✓ Act beyond scope of your authority

✓ Ignore or go against publicly given legal advice

✓ Ignore or act outside the bounds of established procedures or ordinances
Open Meetings - Sunshine Law

✓ Colorado Sunshine Law - 24-6-401, et. Seq.

✓ Home rule communities can address this in their charter

✓ All meetings with a quorum or 3+ members where formal action may be taken or public business will be discussed must be open to the public
Open Meetings

✓ Public notice required for meetings where formal action occurs, public business is discussed OR quorum is present

✓ Minutes required when formal action occurs

✓ Suggested rule of practice: All open, all noticed and minutes for formal actions.
Don’t Forget Amendment 41

Approved in 2006 by 62% of Colorado voters:

✓ Prohibits government employees and elected officials (and their immediate families) from accepting any money or more than $50 in gifts in any calendar year

✓ No gifts from professional lobbyists

✓ Law established Independent Ethics Commission to provide oversight
Some Gifts are Acceptable

✓ Occasional, insignificant non-pecuniary gift
✓ Campaign contributions
✓ Public service recognition award
✓ Expense reimbursement for travel and subsistence to attend a conference/meeting
✓ Reimbursement/acceptance of participation in social function/meeting (not extraordinary)
✓ Scholarships, honoraria, insurance proceeds, prizes, raffles, lotteries, inheritances
✓ Special occasions with family or personal friends (if no appearance of impropriety)
✓ Commercial discounts or reduced rates that are available to anyone else
✓ Payment for speeches, appearances or publications (reportable)
✓ Employment salary
Additional Things To Remember
TABOR - Taxpayer Bill of Rights

✓ 1992 Amendment to Article X of the Colorado Constitution

✓ Limits spending and revenue increases by governments (state, county, local, districts) without a vote of the people

✓ Places a cap on spending by local and state government based on inflation rate of Denver - Boulder CPI in the prior calendar year plus local population growth

✓ Emergency reserves set at 3% or more of fiscal year spending excluding bonded debts
Gallagher Amendment

✓ 1982 Amendment to the Colorado Constitution.

✓ The Amendment “divides the state’s total property tax burden between residential and non-residential (commercial) property”, establishes the percentage collected from each category, and sets the rate for commercial property.

Working Together as a Board
Code of Conduct

✓ Value each other’s ideas and value each other as a person
✓ Cooperate with others, work together as a team
✓ Keep discussions in the room for executive session or sensitive issues
✓ Avoid personal attacks and personalization
✓ Keep in mind the “Big Picture” in your decisions: our vision and our goals
✓ Respect and support the Board’s decisions or state that you cannot, but do not undermine the decision of the Board
✓ Share credit, we are successful as a town/district team
✓ Treat others with respect: respect the individual, their opinion, support each other and learn from each other
✓ Be a positive ambassador for the town or district - represent the entity’s policies, visions and plans 24 hours a day
✓ Keep each other informed—avoid surprises
✓ HAVE FUN
Carbondale’s Code of Conduct

1. Trustees will provide as much notice as possible if they plan to miss a meeting.
2. Trustees will be respectful and courteous toward each other, the public, and staff. Trustees ask the same of staff and the public.
3. Trustees will strive for brevity, avoid redundancy, and will encourage the same of the public.
4. Trustees will read the meeting packet and adequately prepare for each meeting.
5. Trustees will direct agenda related questions or requests for additional information to the Town Manager prior to the meeting, when possible, to give staff the opportunity to prepare responses.
6. Trustees will provide sufficient supporting information with adequate notice for any formal requests of the Board.
7. Trustees will serve as a liaison to their respective committees by attending meetings and communicating well between both entities.
8. The Mayor will enforce the Board of Trustees’ rules of conduct.
Carbondale’s Code of Conduct

Setting the Agenda

1. The Mayor will finalize the agenda with assistance from staff.

2. Trustees who wish to add an item to the agenda need to have agreement from at least two other trustees. A written summary of the item and the requested action from the Board will be provided to staff by the cutoff date for setting the agenda in order to be included on the agenda.
John Nalbandian's Characteristics of Highly Effective Councils/Boards

✓ Ability to deal with issues AS A TEAM

✓ Willingness to address DIFFICULT issues

✓ Successful relationship with Professional Staff
Best Practices

✓ Create incentives for staff to give the board its best advice and assessment on issues

✓ Criticize the project or the process....not the person (avoid scape-goating staff)

✓ Create mechanisms that protect staff from being drawn into intra-council or community conflicts

✓ Share information equally!

✓ Support the Majority Decision of the Council Once a Vote has been Taken
**Best Practices**

- Seek and abide by the Recommendations of Your Legal Counsel
- Exercise caution when discussing issues outside of board meetings
- Come to Meetings Well Prepared
- Avoid Making Promises or Commitments Ahead of Time
- Be Time-Conscious and Concise
- Ensure that All Interested Parties Feel That They Have Been Heard
Best Practices

✓ Maintain Control of the Discussion with Formality and Protocol

✓ Base all Discussions on the Facts and Relevant Information

✓ Insist on decorum from each other, staff, and participants in discussions

✓ Stay on topic, and avoid using position as a pulpit or to further your personal agenda
Thank you for your attention!
Elyse Ackerman-Casselberry
970-640-0475
elyse.ackerman@state.co.us