CARBONDALE BOARD OF TRUSTEES  
REGULAR MEETING  
MARCH 13, 2018  

CARBONDALE TOWN HALL  
511 COLORADO AVENUE  
6:00 P.M.  

STUDENT OF THE MONTH  
AWARD  

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<tr>
<th>TIME*</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>Consent Agenda</td>
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<tr>
<td></td>
<td>a.</td>
<td>Accounts Payable</td>
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<td>b.</td>
<td>BOT 2/20/18 Work Session Minutes</td>
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<td>c.</td>
<td>BOT 2/27/18 Regular Meeting Minutes</td>
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<td>Modification of Premises/Revocable License Agreement - Allegria</td>
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<td>Arts Space Needs Assessment</td>
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<td>Proposal and Request for Funding – Waste Diversion Day</td>
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<td>Persons Present Not On The Agenda</td>
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<td>Special Event Liquor License – Blue Lake Preschool</td>
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<td>Special Event Liquor Licenses– 5Point Film Festival</td>
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<td>a.</td>
<td>Cross Fit – 956 Hwy 133</td>
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<td>Steve’s Guitars 19 4th Street</td>
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<td>4th Street Plaza</td>
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<td>Recreation Center – 567 Colorado Ave.</td>
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<td>Thunder River Lot – Colorado Ave.</td>
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<td>Special Event Application</td>
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<td>Public Hearing - New Liquor License Application – Sopris Sports Bar</td>
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<td>Applicant: Reyna Jimenez Gavida Location: 914 Highway 133</td>
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<td>10. Trash Diversion Report</td>
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<td>11. Snowmass Drive Sidewalk Update</td>
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<td>12. Pool Open House Update</td>
<td>ATTACHMENT M Discussion</td>
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<td>13. Minutes/Correspondence</td>
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<td>a. Bike Pedestrian Trails Commission</td>
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<td>b. E-Board 1/22/18 Minutes</td>
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<td>c. Parks and Recreation Commission 1/10/18</td>
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<td>d. Carbondale Public Arts Commission 2/7/18 Minutes</td>
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<td>e. Community Request Thank You Letter</td>
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* Please note: times are approximate
Board of Trustees Agenda Memorandum

Item No: Attachment A

Meeting Date: 03.13.2018

TITLE: Accounts Payable

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Accounts Payable for 03.13.2018

DISCUSSION: The accounts payable include $3,000.00 to River Bridge from the VALE fund for 2018. A deposit of $4,500.00 to Correcycling for E-Waste recycling on Spring Clean Up Day. A new Sensus handheld meter reader and base were purchased for $7,603.90. The $20,000.00 payment to KT Gazunis, Garfield County Housing was for the Art Space Study. The Town paid Aspen Valley Land Trust $50,000.00 for our contribution on the purchase of Red Hill.

The payroll for 3.9.18 was $153,553.68. Tax liability for the town was $8,820.86. Pension and Retirement liability was $10,171.13.

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

Renae
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Total PARKS & CEMETERY DEPT: 219.74

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TOWN OF CARBONDALE

Payment Approval Report - by GL No

Feb 22, 2018 11:13AM
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**Total MUNICIPAL ELECTIONS DEPT.:**

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**Grand Total:**

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**Total RECREATION DEPT:**

| 01-4500-3460      | TOILET RENTAL  | 35420      | PORTABLE TOILET DEMETERS  | 0000947691 | 010641 | 03/01/2018 80.00 |
|-------------------|-----------------|------------|---------------------------|------------|--------|--------------|--------|
| 01-4500-3460      | TOILET RENTAL  | 35420      | RODEO SEPTIC INV#00009477 | 0000947700 | 10648  | 03/01/2018 80.00 |
| 01-4500-3460      | TOILET RENTAL  | 35420      | DELANEY DOG PARK INV#000 | 0000947506 | 10646  | 03/01/2018 56.93 |
| 01-4500-3460      | TOILET RENTAL  | 35420      | PARK PORTABLE TOILETS INV | 0000945945 | 10644  | 03/01/2018 451.20 |
| 01-4500-3460      | TOILET RENTAL  | 35420      | RODEO TOILETS INV # 000094 | 0000947360 | 10645  | 03/01/2018 135.00 |

**Total RECREATION DEPT:**

| 01-4500-3980      | CONTRACT LABOR | 2400      | YOUTH BASKETBALL REFEREE  | 3/5/18      | 101684 | 03/06/2018 1,035.00 |
|-------------------|-----------------|----------|---------------------------|------------|--------|--------------|--------|
| 01-4500-3980      | CONTRACT LABOR | 92512    | YOUTH BASKETBALL REFEREE  | 3/5/18      | 101684 | 03/06/2018 840.00 |
| 01-4500-3980      | CONTRACT LABOR | 92447    | YOUTH BASKETBALL REFEREE  | 1/23/18     | 101684 | 03/06/2018 245.00 |

**Total RECREATION DEPT:**

| 01-4520-3410      | UTILITIES      | 78165    | SOLAR ELECTRICITY DELIVER | 51          | 10634  | 02/21/2018 310.22 |

**Total PARKS & CEMETERY DEPT:**

| 01-4520-3660      | BLDG MAINTENANCE EXPENSE | 56350 | CLEANING PRODUCTS PARKS | 2819643 29 | 1016826 | 02/28/2018 393.04 |

**Total PARKS & CEMETERY DEPT:**

| 01-4520-3610      | TRAINING       | 23240    | TRAINING INVOICE 3571736 TU | 3571736   | 101684 | 03/02/2018 50.00 |

**Total PARKS & CEMETERY DEPT:**

| 01-4525-9380      | RV PARK IMPROVEMENTS/EQUIPMENT | 47880 | BAG T SAMPLES (1) | 13924      | 93432  | 01/31/2018 32.10 |

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| 01-4717-3980      | RECYCLING OPERATIONS | 35420 | RECYCLE INV #0000946285 | 0000946285 10641 | 03/01/2018 135.70 |

**Total ENVIRONMENTAL HEALTH DEPT:**

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**Total:**

269.41

**Grand Totals:**

166,128.00
MINUTES
CARBONDALE BOARD OF TRUSTEES
WORK SESSION
FEBRUARY 20, 2018

CALL TO ORDER:

Mayor Richardson called the Board of Trustees Work Session to order on February 20, 2018, at 6:00 p.m. in the Town Hall meeting room.

The following Carbondale Board of Trustees members were present:

Mayor
Dan Richardson

Trustees
Heather Henry
Frosty Merriott
Ben Bohmfalk
Erica Sparhawk
Luis Yllanes
Marty Silverstein

Staff Present:
Town Manager
Jay Harrington

Town Clerk
Cathy Derby

Public Works Director
Kevin Schorzman

Police Chief
Gene Schilling

TOWN LIGHTING TOUR AND FOLLOW-UP DISCUSSION

Upon their return from the town lighting tour the Board discussed their observations.

Trustee Merriott stated that currently enforcement of the Code is complaint driven. The Town should voluntarily enforce the Code and start with the most egregious offenders. He asked how do we want to move forward with compliance?.

Trustee Bohmfalk stated that he only saw two businesses that were out of compliance – he feels that those are good odds. Trustee Bohmfalk doesn’t see a huge issue with Lighting Code offenses.

Jay noted that the Town receives the most complaints after a lighting retrofit/conversion.

Trustee Henry stated that residential lighting is going to be harder to address.

Mayor Richardson stated that the egregious offenders impact a lot of neighbors. He believes the complaint driven policy works and he is not sure that he wants to change it. He would like staff to address non-compliant lighting, including Town facilities.
Trustee Silverstein stated that we need to address businesses whose signs stay lit all night long. We need to start with education. We should either enforce the Code or change it.

Michael Durant, Chair of the Planning & Zoning Commission, stated that there is no way to enforce the lighting ordinance regarding business signs that stay lit all night. It puts a burden on citizens to complain.

Trustee Henry believes we need to increase (lighting) enforcement on commercial buildings. We also need to be proactive and provide education. The majority of the Board agreed.

The Board requested an update on this matter in three months.

Staff will ask the Chamber to do an email blast to all of their members informing them of the commercial lighting ordinance.

**BEAR AND TRASH DISCUSSION**

Dillon Fenske, a student at Bridges High School, gave a presentation on bears and their attraction to trash and the nuisance it causes.

Discussion ensued.

Trustee Bohmfalk stated that he anticipates that there will be a change out of trash containers in the next year. It’s hard to make people purchase containers in the Spring, and then we switch haulers who have a different trash container requirement. He continued that people want to comply with the ordinance but the containers are expensive and many have nowhere to store their trash – we need a band aid solution for the next 6-9 months.

Gene stated that the police have already been proactive with the trash ordinance— they have already placed ads in the paper and they have a list of previous violators.

The Board would like a flyer on the trash ordinance to be placed in the utility bill. They would like citizens to know all of their options (e.g. some haulers sell bear resistant containers and some lease them).

Discussion ensued on what options there are for subsidizing the purchase of trash resistant containers. Mayor Richardson suggested increasing trash hauler fees.

The majority of the Board agreed that staff needs to: increase educational outreach - brochures need to also be in Spanish and ads should be placed on the Spanish radio station, police enforcement should be increased, and the trash haulers should be contacted to find out the options available to purchase/lease bear resistant containers.
Trustee Merriott stated that he is going before the Garfield County Commissioners in March to discuss the requirement for residents located three (3) miles outside of Carbondale to purchase/lease bear proof containers.

ADJOURNMENT

The February 20, 2018, work session adjourned at 8:45 p.m. The next regular scheduled meeting will be held on February 27, 2018, at 6:00 p.m.

APPROVED AND ACCEPTED

___________________________________________
Dan Richardson, Mayor

ATTEST:

___________________________________________
Cathy Derby, Town Clerk
MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
FEBRUARY 27, 2018

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on February 27, 2018, 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
Frosty Merriott
Marty Silverstein
Erica Sparhawk
Ben Bohmalk
Luis Yllanes
Heather Henry

Absent
None

Staff Present:
Town Manager
Jay Harrington
Clerk
Angie Sprang
Attorney
Mark Hamilton
Finance Director
Renae Gustine
Public Works Director
Kevin Schorzman
Police Chief
Gene Schilling
Police Sargent
Chris Wurtsmith
Police Officer
Gretchen Bell
Planner
John Leybourne

CONSENT AGENDA

- Accounts Payable totaling $186,540.42
- BOT 02/13/2018 Work Session Minutes
- Liquor License Renewal – The Beat
- Liquor License Renewal – Thunder River Theatre
- Liquor License Renewal – Wine Time
- Liquor License Renewal – El Pollo Rico
Trustee Yllanes made a motion to approve the Consent Agenda. Trustee Bohmfalk seconded the motion and it passed with:

7 yes votes: Silverstein, Bohmfalk, Sparhawk, Merriott, Yllanes, Richardson, Henry

PERSONS PRESENT NOT ON THE AGENDA

There was no one present not on the agenda who wished to address the Board.

TRUSTEE COMMENTS

Trustee Silverstein reported that CPAC selected 15 new art pieces for the 2018 Art Around Town art show. The Art Walk will take place on May 31st. Any interested citizens can apply to be a member of CPAC via the Town website.

Trustee Sparhawk noted that the Parks & Recreation Commission is holding a Community Pool Forum from 6pm – 8pm on Wednesday, February 28, 2018 in the Town Hall Board Room. The forum is to gauge community interest/support for a new community pool. The Parks & Recreation Commission will share pool survey results at the forum, and also talk about options for funding a new community pool.

Trustee Henry reported that the final EPS contract was executed, and the Regional Affordable Housing Needs Assessment is moving forward. KT will administer the contract and process. Citizens can expect to see invites to workshops very soon!

Trustee Henry thanked Sunlight Mountain for providing 4th graders with free season passes, and encouraged citizens to utilize the benefit.

Trustee Henry reported that the E-board will be at the BOT meeting in early April. The E-board is interested in serving as the education arm of the Town’s lighting ordinance, which is in the conceptual phase.

Trustee Yllanes reported that the Aspen Community Foundation in conjunction with AVLT is giving $3,000 to the most voted on project. Citizens can vote for the “Save Red Hill” through Wednesday, February 28, 2018.

Mayor Richardson offered sincere condolences to the Fegan family and the RFTA bus driver involved in the recent tragic accident on Highway 82.

ATTORNEY’S COMMENTS

The attorney did not have any comments.
PROCLAMATION – HONORING RON LEACH

Mayor Richardson read a proclamation honoring Ron Leach for more than 40 years of service as the Town’s Fire Chief.

PUBLIC HEARING – AMENDMENT TO THE UDC – 5.8 OFF STREET PARKING – GROUP LIVING
Applicant: Town of Carbondale
Location: Town Wide

Janet Buck, Planning Director, proposed an amendment to the UDC section 5.8 in regard to off street parking for group living. Discussion ensued. Points made were:
- The amendment factors in snow storage.
- Staff reviewed practices of other municipalities to ensure the measure of spaces in the amendment is valid.
- A change across the board including group homes would not be necessary as group homes are a different scale of use. Only caregivers use parking at group homes, so multiple spaces aren’t necessary.
- Proposed amendment factors in number of employees on the largest shift

The item was opened up for Public Hearing. There were no public comments.

Trustee Bohmfalk made a motion to approve the zone text amendment as shown in Exhibit A with the following findings:
1.) The proposed amendment will promote the public health, safety, and general welfare;
2.) The proposed amendment is consistent with the Comprehensive Plan as one of the strategies in the plan is to prepare for an aging population with a housing supply to serve age cohorts ranging from recent retirees to the elderly. An Implementation Measure in the Comprehensive Plan encourages a range off public and private options including assisted living, continuing care community, cohousing with professional caregivers and “active neighboring.” The stated purposes of the UDC suggests lessening congestion in the streets and facilitating that adequate provision of transportation, and this amendment will require appropriate standards for the number of off-street parking spaces required for assisted living facilities and nursing homes; and
3.) The proposed amendment is desirable because it will encourage housing and care facilities for the aging population.

Trustee Sparhawk seconded the motion and it passed with:

7 yes votes: Richardson, Silverstein, Sparhawk, Merriott, Bohmfalk, Yllanes, Henry

PUBLIC HEARING – SOPRIS LODGE; COMPREHENSIVE PLAN AMENDMENT; REZONING & MAJOR SITE PLAN REVIEW
Applicant: Pacifica Senior Living Re Fund LLC
Location: 295 Rio Grande Avenue & Parcel to West

John Leybourne, Assistant Planner, presented Staff findings for Sopris Lodge Comprehensive Plan Amendment Rezoning and Major Site Plan Review.

A hand written comment, with attachments, from an anonymous citizen was provided to each member of the board for their consideration.

Discussion ensued. Points made were:
- Housing mitigation within the code does not apply
- Any change of use will require code compliance with affordable housing mitigation, parking, etc.
- Affordable housing voucher options do not apply to the project

Kevin Schorzman, Public Works Director, presented information about proposed changes to 2nd Street and connections to the Rio Grande Trail. Discussion ensued.

Points made were:
- 10 to 20 years from 2nd Street needing to be redone
- Sidewalk design will be revisited in future planning stages
- Keeping 2nd street narrow will keep speeds down
- Installation of a sidewalk won't hinder future road upgrades
- Current road changes proposed on 2nd street are similar to recent 3rd street improvements; however, 3rd street is wider.
- Staff will review street parking and signage in the final proposed design
- RFTA is nearly done with their review of crossings and utilities
- 2nd street will be the only access point

Terrie Clausen, President of Sopris Lodge, presented the proposed Sopris Lodge senior housing project. Discussion ensued. Points made were:
- Mr. Clausen plans to own the property for a long time
- Analysis of the number of hotel rooms available for visitors could be beneficial
- Add bear proof trash and composting facility to plans
- Thoughtfully designed and well placed
- # of employees 20 to 22 total
- Jobs created are a mixed bag (e.g. skilled nurses, admin staff, landscaping and maintenance staff, kitchen staff, etc.)
- Location near downtown is nice for seniors
- Price point is 25% to 35% higher than the national averages
  - State national averages are: (1) independent living $2500-$3500/month, 
    (2) assisted living $3500-$4500, and (3) memory care $5500-$6500
- Final pricing is not yet set in stone
- Pets are allowed
- It will be managed by “Well Age” a third party senior care management company
- It’s a high density development
Industrial property near there may be developed in the future and could be medium to high density
Vehicle access will be off 2nd street
4th street access could not be negotiated but they do have a sliver of land that could create an alternative access point for the cost of $1million to $2million
Farm to market concept is admirable
Trail to Carbondale Nature Park will remain open to the public
2nd street plans are a work in progress – not set in stone at this point and are to be evaluated for safety before final
Access on 2nd street impacts further out to Main Street

This item was opened for Public Hearing.

Judy Bartells, resident, asked if the property will be just for Carbondale residents, and when it will be ready for occupancy. The property will not be restricted to Carbondale residents, and should be open for occupancy in mid 2019.

Kelly, owner of the Dandelion Inn, addressed the board showing support for the project. She requested that the Town retain as much street parking on 2nd street as is possible.

The Public Hearing closed.

Discussion ensued among the trustees. Points made were:
- Would like to see priority given to mid and down valley residents and their family members
- Priority given to Eagle County residents in senior housing project because of a public private partnership – this project is fully funded privately
- The Town does not have money to contribute to the project and it will not be restricted to current residents and their family members
- Trail to Carbondale Nature Park will remain open for public use
- Town staff will explore different options for 2nd street to find best option, items to explore are:
  - Possibly widening of the trail
  - Possibly widening of the road
  - Possibly widening of proposed sidewalk & pedestrian safety
  - Best pedestrian connection to Rio Grande Trail
  - 6ft pedestrian width may be best

Trustee Sparhawk moved to approve the Comprehensive Plan Amendment, Rezoning and Major Site Plan with the following findings and conditions.

**CONDITIONS:**

1) Approval of the Major Site Plan Review is contingent upon Town Board approval of a Development Improvements Agreement which addresses construction of public improvements associated with the development prior to issuance of a building permit.
2) Approval of the Major Site Plan Review is contingent upon Town approval of the engineering plans. All of the comments in the Public Works Director’s memo dated January 5, 2018 shall be addressed during the preparation of the engineering plans.

3) Approval of the Major Site Plan Review is contingent upon RFTA approval of the access license agreement to include the utility crossings and proposed Trail connection.

4) All required public utility easements shall be dedicated to the Town of Carbondale at the time of the review of the Development Improvements Agreement by the Board of Trustees. The location and size of the easements shall be subject to review and approval of Town Staff.

5) The Applicant shall enter into a drainage easement agreement with Paul and Celia Nielsanik for the detention area located on the Nielsanik property.

6) The applicant shall enter into an access easement agreement with Paul and Celia Nielsanik for the cattle drive easement.

7) All lighting shall be in compliance with Section 5.10 of the UDC (Exterior Lighting).

8) All representations of the Applicant in written submittals to the Town or in public hearings concerning this project shall also be binding as conditions of approval.

9) The Applicant shall pay and reimburse the Town for all other applicable professional and Staff fees pursuant to the Carbondale Municipal Code.

10) That the approval be contingent upon the approval of the Parking Amendment to the Unified Development Code.

11) That the Applicant will need to comply with all multifamily residential and site plan standards if the use were to be abandoned.

12) That if the facility were to cease operations as a state licensed facility the owner would need to comply with the Town housing mitigation standard.

13) That the trail accessing the Nature Park will remain open for public use as an easement.

Trustee Henry seconded the motion and it passed with:
Trustee Meeting Minutes
February 13, 2018

7 yes votes: Richardson, Silverstein, Sparhawk, Merriott, Bohmfalk, Yllanes, Henry

DITCH RELOCATION AGREEMENT – SOPRIS LODGE

Kevin Schorzman, Public Works Director, informed the Trustees that for the Sopris Lodge project to move forward the ditch would need to be relocated.

Trustee Sparhawk moved to approve and authorize the Mayor to execute, the attached agreement with Pacifica Senior Living RE Fund, LLC. Trustee Silverstein seconded the motion and it passed with:

7 yes votes: Richardson, Silverstein, Sparhawk, Merriott, Bohmfalk, Yllanes, Henry

CASELLE CLOUD QUOTE

Renae Gustine, Finance Director, proposed the Town purchase a new accounting and data software, which will allow the town to integrate communication with online bill pay options.

Trustee Henry moved to approve the Caselle Cloud for the accounting software and data. Trustee Yllanes seconded the motion and it passed with:

7 yes votes: Silverstein, Sparhawk, Merriott, Bohmfalk, Yllanes, Richardson, Henry

CHARGE AHEAD GRANT

Kevin Schorzman, Public Works Director, submitted a grant application for new and improved car charging stations. Potential locations for the upgraded stations could be near the Launchpad, which is in walking distance from shopping and dining for visitors. Charging stations create opportunities for sales tax from visitors and passers through. All charging stations are plotted on a state map for people with electric/hybrid cars.

Trustee Silverstein moved to ratify the Charge Ahead Colorado grant application that was submitted on February 15, 2018. Trustee Bohmfalk seconded the motion and it passed with:

7 yes votes: Yllanes, Richardson, Silverstein, Sparhawk, Bohmfalk, Merriott, Henry
ADJOURNMENT

The February 27, 2018, regular meeting adjourned at 8:54 p.m. The next regularly scheduled meeting will be held on March 13, 2018, at 6:00 p.m.

APPROVED AND ACCEPTED

___________________________________
Dan Richardson, Mayor

ATTEST:

___________________________________
Angle Sprang
TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board Trustees Agenda Memorandum

Meeting Date: 3/13/18
Attachment: D
Item: 2

TITLE: Modification of Premises – Allegria Pasta, Salad & Vino

SUBMITTING DEPARTMENT: Manager

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

BACKGROUND: For the past three (3) 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. Allegria is applying to place decking in the Town Right-of-Way for the upcoming 2018 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 Allegria Pasta, Salad & Vino’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 __________
All Answers Must Be Printed in Black Ink or Typewritten
Local License Fee $ __________

1. Applicant is a
   - [ ] Corporation
   - [ ] Individual
   - [ ] Partnership
   - [ ] Limited Liability Company
   
   Present License Number __________

2. Name of Licensee
   __________

3. Trade Name
   __________

4. Location Address
   __________

   City __________
   County __________
   ZIP __________

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

<table>
<thead>
<tr>
<th>Section A – Manager reg/change</th>
<th>Section C</th>
</tr>
</thead>
<tbody>
<tr>
<td>- License Account No. ________</td>
<td>□ Retail Warehouse Storage Permit (ea) $200.00</td>
</tr>
<tr>
<td>- Manager’s Registration (Hotel &amp; Restr.) $75.00</td>
<td>□ Wholesale Branch House Permit (ea) 200.00</td>
</tr>
<tr>
<td>- Manager’s Registration (Tavern) $75.00</td>
<td>□ Change Corp. or Trade Name Permit (ea) 100.00</td>
</tr>
<tr>
<td>- Manager’s Registration (Lodging &amp; Entertainment) $75.00</td>
<td>□ Change Location Permit (ea) 300.00</td>
</tr>
<tr>
<td>- Change of Manager (Other Licenses pursuant to section 12-47-301(8), C.R.S.) NO FEE</td>
<td>□ Change, Alter or Modify Premises $300.00 x __________ Total Fee 600.00</td>
</tr>
</tbody>
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<table>
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<tr>
<th>Section B – Duplicate License</th>
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</thead>
<tbody>
<tr>
<td>- Liquor License No. __________</td>
<td>□ Addition of Optional Premises to Existing H/R $200.00 x __________ Total Fee</td>
</tr>
<tr>
<td>- Duplicate License __________</td>
<td>□ Addition of Related Facility to an Existing Resort or Campus Liquor Complex $160.00 x __________ Total Fee</td>
</tr>
<tr>
<td>- Campus Liquor Complex Designation No Fee</td>
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</tr>
</tbody>
</table>

**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>
</tr>
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</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.

**TOTAL AMOUNT DUE $ __________**

---

1
### 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>
<thead>
<tr>
<th>Old Trade Name</th>
<th>New Trade Name</th>
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<table>
<thead>
<tr>
<th>Old Corporate Name</th>
<th>New Corporate Name</th>
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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

ADDIT[ ]ONAL PREMISES OR FACILITY

(b) If the modification is temporary, when will the proposed change:

Start _______ (mo/day/year) End _______ (mo/day/year)

NOTE: THE TOTAL STATE FEE FOR TEMPORARY MODIFICATION IS $600.00

(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?

Yes ☐ No ☒

(If yes, explain in detail and describe any exemptions that apply)

(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 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. Campus Liquor Complex Designation

An institution of higher education or a person who contracts with the institution to provide food services

(a) I wish to designate my existing _________________ Liquor License # ________________ to a Campus Liquor Complex

Yes ☐ No ☒

11. Additional Related Facility

To add a Related Facility to an existing Resort or Campus Liquor Complex, include the name of the Related Facility and include the address and an outlined drawing of the Related Facility Premises.

(a) Address of Related Facility ________________________________

(b) Outlined diagram provided Yes ☐ No ☐
<table>
<thead>
<tr>
<th>Oath of Applicant</th>
</tr>
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<tbody>
<tr>
<td>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</td>
</tr>
<tr>
<td>Signature</td>
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<table>
<thead>
<tr>
<th>Report and Approval of LOCAL Licensing Authority (CITY / COUNTY)</th>
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<tbody>
<tr>
<td>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.</td>
</tr>
<tr>
<td>Local Licensing Authority (City or County)</td>
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<tr>
<td>Signature</td>
</tr>
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<td>-----------</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Report of STATE Licensing Authority</th>
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<tbody>
<tr>
<td>The foregoing has been examined and complies with the filing requirements of Title 12, Article 47, C.R.S., as amended.</td>
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<tr>
<td>Signature</td>
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</table>
REVOCABLE LICENSE AGREEMENT

1. THIS REVOCABLE LICENSE AGREEMENT (hereinafter “Agreement”) is made and entered into this ___ day of ____________, 2018, by and between the Town of Carbondale, Colorado, a Colorado home rule municipal corporation (hereinafter “Town”) and Allegria Pasta, Salad & Vino LLC, a Colorado limited liability company (hereinafter “Licensee”).

2. 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 directly outside of the Allegria restaurant, 355 Main Street, Carbondale, for temporary patio improvements for food and beverage service during the fall and summer seasons, but not during the winter or spring season;

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

4. 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 Allegria Pasta + Vino, 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:

From May 1, 2018 until September 24, 2018 (“Summer Season”), collectively, the “Term.”

3. Payment. Licensee shall pay for the license granted herein a non-refundable license fee of $50,000, 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 7:00 a.m. and end no later than 2:00 a.m.

b. 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.
c. 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.

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

e. 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.

f. 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

LICENSEE:

Allegria

c/o Town Manager
c/o Andreas Fischbacher

511 Colorado Avenue
355 Main Street

Carbondale, CO 81601
Carbondale, CO 81621

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.
5. **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

ALLEGRIA PASTA, SALAD & VINO LLC, a Colorado limited liability company

By: __________
Andreas Fischbacker
Title: __________

STATE OF COLORADO )
) ss
COUNTY OF GARFIELD )

The above and foregoing signature of _________________, as ___________ of Allegria Pasta, Salads & Vino, was subscribed and sworn to before me this __ day of __________, 20__.

Witness my hand and official seal.

My commission expires on: ____________

Notary Public
EXHIBIT A
OF
REVOCABLE LICENSE AGREEMENT

Description and Depiction of Licensed Premises
EXHIBIT B
OF
REVOCABLE LICENSE AGREEMENT

Detailed description of Patio Improvements
THIS LETTER OF AGREEMENT (this "Agreement") made and entered into this _____ day of _____, 2018 (the "Effective Date") by and between ARTSPACE PROJECTS, INC., a MINNESOTA NONPROFIT CORPORATION having an address at 250 3RD AVENUE NORTH, SUITE 400, MINNEAPOLIS, MN 55401 ("Artspace") and Town of Carbondale, Colorado, a home rule municipal corporation, with a mailing address at 511 Colorado Ave. Carbondale, CO 81623. (the "Town of Carbondale" and Artspace are each a "party" and together the "parties")

The parties agree as follows:

1. **Overview:**
   Subject to the terms, conditions and covenants in this Agreement, Artspace contracts with Town of Carbondale, and Town of Carbondale contracts with Artspace, to perform the scope of work ("Scope") as more particularly described in Exhibit "A" attached hereto.

2. **Term:**
   The term of this Agreement shall commence on the Effective Date (as defined above) and shall continue until all deliverables as outlined in Exhibit "A" are completed (the "Scope Completion"; such period, the "Term").

3. **Qualifications:**
   Town of Carbondale shall provide any and all support relevant to the successful completion of the Scope as outlined in Exhibit “A” and further defined in Exhibit “C”, including, but not limited to, providing documents relevant or appropriate for Artspace review, assigning key staff to work with Artspace, coordinating logistics for meetings and leading public outreach and promotional efforts.

4. **Fee:**
   The total fee for this work is Thirty-Thousand Dollars and 00/100 ($30,000.)
   On the Effective Date, Town of Carbondale shall pay Artspace an initial deposit in the amount of $15,000 Dollars and 00/100 ($15,000) ("Initial Deposit"). Town of Carbondale shall pay Artspace the remaining balance in the amount of $15,000 Dollars and 00 /100 ($15,000) ("Balance") upon Scope Completion. In the event of a cancellation requested by Town of Carbondale within the first thirty (30) days of the Term, Artspace shall be entitled to a nonrefundable cancellation fee in the amount Two Thousand and Five Hundred Dollars and 00/100 ($2,500) ("Cancellation Fee"), which may be
deducted from the Initial Deposit. In the event of a cancellation requested by Town of Carbondale at any point after the first thirty (30) days of the Term but before Scope Completion, Artspace shall be entitled to compensation calculated at the hourly rate described in Exhibit "B" for the actual hours worked plus any documented out-of-pocket expenses ("Balance Due"). Artspace may retain a portion of the Initial Deposit up to the amount of Balance Due. In the event that the Initial Deposit is insufficient, Town of Carbondale agrees to immediately remit the remaining Balance Due to Artspace.

5. Proprietary Use:
With the exception of the deliverables ("Deliverables") described in Exhibit "A", all materials, written or otherwise, provided by Artspace remain the property of Artspace and may not be reproduced, copied or disseminated to third parties for purposes of sale or other benefit beyond the intended use under this contract as particularly described in Exhibit “A” as the “Purpose”, without the prior written approval of Artspace; except, as may be required for the Town to comply with open records and meetings laws applicable within the State of Colorado. This includes but is not limited to: photos, survey respondent contact information and the survey instrument. Confidential information collected from survey respondents under this scope of work may not be shared with third party organizations or utilized in any manner that violates the privacy of survey respondents.

6. Trademark Infringement:
Town of Carbondale is granted the right to use the Artspace name and/or brand solely in conjunction with the Scope of the project as outlined in this Agreement and shall not use the Artspace name and/or brand in conjunction with or connection to any other projects or marketing materials for which Artspace is not a consultant including, but not limited to, identifying a future project or development as arts-focused. Town of Carbondale agrees to notify Artspace of any potentially unauthorized use of the trademarks internally or by others promptly as it comes to Town of Carbondale’s attention. Artspace shall have the sole right and discretion to bring infringement proceedings involving trademarks.

Because the damages resulting from unauthorized use will render irreparable harm to Artspace that will be difficult to quantify, Artspace shall be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. Town of Carbondale acknowledges that an award of damages to Artspace does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are
not to be considered as alternative remedies.

7. **Assignment or Subcontracting:**
Artspace may not subcontract any portion of the Scope without the prior written consent of Town of Carbondale.

8. **Address of Artspace and Town of Carbondale Notices:**
All notices required hereunder between Artspace and Town of Carbondale shall be given in writing, by United States certified mail, return receipt requested, or by nationally recognized overnight courier service, to Artspace and Town of Carbondale at the address shown in the opening paragraph of the Agreement. All payments due hereunder shall be given to Artspace and Town of Carbondale, as the case may be, at the address shown in the opening paragraph of the Agreement.

9. **Termination:**
This Agreement may be terminated by either party without cause with ten (10) business days advance written notice; provided, however, that all compensation due to Artspace through such termination date shall be paid by Town of Carbondale. Upon termination, Artspace shall deliver to Town of Carbondale all completed materials as of the date of termination.

10. **Amendment and Modification:**
This Agreement embodies the full agreement of the parties and supersedes any and all prior understandings or commitments concerning the subject matter of this Agreement. Any modification or amendment must be in writing and signed by both parties.

11. **Governing Law:**
This Agreement is governed by and shall be construed in accordance with the laws of the state in which Town of Carbondale is located.

12. **Disclaimer:**
Results depend upon a variety of factors unique to each agreement. Prior results do not guarantee or predict a similar result in any pending or future project undertaken by Artspace.

The Deliverables, in addition to the written or other materials provided by Artspace, are intended as guidance for those who wish to explore or advance an arts-related project. While the Deliverables and other materials provided reflect Artspace’s expertise as a real estate developer for artists and arts organizations, and are provided in good faith, Artspace makes no representation or warranty about the value of any of the information in relation to the success of any specific project.
Town of Carbondale shall have full control and responsibility regarding the implementation of the Scope, as provided by Artspace, for any and all future projects related to this Agreement.

13. Capacity/Independent Contractor:
Artspace shall be deemed to be an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with Town of Carbondale. The manner in which Artspace's services are rendered shall be within Artspace's sole control and discretion.

14. Severability of Provisions:
Each provision of this Agreement shall be considered to be severable, and if for any reason any provision that is not essential to the effectuation of the basic purposes of the Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement that are valid.

15. Return of Property:
Upon Scope Completion or termination of this Agreement, Town of Carbondale agrees to return to Artspace any property, documentation, records, or confidential information that is the property of Artspace.

16. No Continuing Waiver:
The waiver by either party of any breach of the terms of this Agreement shall not operate or be construed to be a waiver of any subsequent breach.

17. Binding Agreement:
This Agreement shall be binding on the parties hereto, and their heirs, executors, personal representatives, successors and assigns.

18. Headings:
All section headings in this Agreement are for convenience of reference only and are not intended to qualify the meaning of any section.

19. Terminology:
All personal pronouns used in this Agreement, whether used in the masculine, feminine and neuter gender, shall include all other genders, the singular shall include the plural, and vice versa as the context may require.
19. Confidentiality:
It is understood and agreed to that Artspace may provide certain information that Artspace desires to keep confidential. This information may include, but is not limited to, technical and business information relating to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, contact lists, survey responses, marketing, and current or future business plans and models, regardless of whether such information is designated as “Confidential Information” at the time of its disclosure. To ensure the protection of such information, and to preserve any confidentiality necessary under law, subject to the below limitations, the Town of Carbondale agrees not to initiate disclosure of any Confidential Information obtained from Artspace; provided, however, that nothing herein shall prohibit the Town from providing any information obtained from Artspace to any third party that is either (1) in response to a request under the Colorado Open Records Act or (2) includes only information that has been provided to the Town’s elected officials during public meetings.

20. Governmental Immunity/TABOR/Immigration Compliance:
Nothing herein shall be interpreted as a waiver of governmental immunity, to which the Town would otherwise be entitled under § 24-10-101, et seq., C.R.S., as amended. This contract is also contingent upon annual budgeting by the Town of Carbondale and it shall this contract be construed as a multi-year financial obligation of the Town. Artspace also agrees to be bound by the terms of “Exhibit D” as related to compliance with Colorado immigration laws, which Addendum is incorporated by reference.

[Remainder of page intentionally left blank. Next page is the signature page.]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date shown on the first page of this Agreement.

AGREED TO:
Artspace Projects, Inc.

Wendy Holmes        Date
Senior VP, Consulting and Strategic Partnerships
Town of Carbondale

Jay Harrington       Date
Town Manager

Contact Information:
Teri Deaver
Vice President, Consulting & Strategic Partnerships
Artspace Projects, Inc.
250 Third Ave N
Suite 400
Minneapolis, MN 55401
teri.deaver@artspace.org
612-465-0222

Jay Harrington
Town Manager
Town of Carbondale
511 Colorado Ave
Carbondale, CO 81623
jharrington@carbondaleco.net
970-510-1206

Please return executed contract to:
ATTN: Aneesha Marwah
Artspace Projects, Inc.
250 Third Ave. N
Suite 400
aneesha.Marwah@artspace.org
757-645-5065
Exhibit A
Arts Market Study

Town of Carbondale has invited Artspace to conduct an Arts Market Study of Individual Artists to inform a potential development project. The “Project” will be defined as an affordable, arts-focused live/work mixed use project. The purpose of this scope of work (“Purpose”) is to provide Town of Carbondale the data to inform the Project’s development.

The survey(s) will collect data from artists living, working, and/or doing business within a 50-mile radius of Carbondale, Colorado. The survey instrument is designed to assess the demand for space, demographics, and specific space needs in the context of the project.

Arts Market Study Scope of Work

1. Survey Preparation
   a. Provide Town of Carbondale Survey Template.
   b. Provide Town of Carbondale with online access to the Artspace Survey Outreach Packet via Dropbox. The packet includes original documents to guide outreach strategy, templates to organize the outreach effort, and examples from other communities. This content can be used in websites, social media, printed materials, and for coordinating events.
   c. Create a timeline for the Scope, outlining tasks and target dates for both Artspace and Town of Carbondale, (“Timeline”).
   d. Facilitate one kick-off phone call with Jay Harrington or designee to walk through the Timeline and the Artspace Survey Outreach Packet, review the template and goals of the study, and discuss the formation of the Core Group (defined in Exhibit C), and answer any questions.
   e. Create a customized survey instrument(s) based on the survey template with up to three modifications.
      i. Send Core Group customized survey instrument(s) for review and input. The Town of Carbondale will have one week from delivery of the draft survey to review and test online functionality and provide feedback or suggested edits (as defined per Timeline). Main contact should compile all feedback and edits from the Core Group into one document and submit via email for Artspace’s review;
ii. If [MAIN CONTACT] requests changes to the survey instrument(s), one conference call may be held on or prior to the Feedback Due Date (as defined by Timeline) to discuss the proposed changes. If the [MAIN CONTACT] does not provide feedback by the Feedback Due Date, Artspace will independently finalize the survey instrument(s); and

iii. Present a final draft to Town of Carbondale.

f. Create a web page to host the survey link, if requested.

g. Support outreach efforts by providing guidance and reviewing promotional materials developed by Town of Carbondale. All materials that include Artspace’s name, logo and/or images must be sent to Artspace for review prior to release.

2. Survey Launch and Ongoing Support

a. Facilitate a conference call with [MAIN CONTACT] to discuss Survey Launch preparation and confirm dates of visit and public launch event no less than four (4) weeks prior to visit in order for Artspace to coordinate travel.

b. Travel to Carbondale, CO for a Survey Launch visit. Duration of the scheduled visit will not exceed four (4) consecutive hours of consulting time with client, maximum one-night stay. Visit includes:

i. Presentation at public launch event. Presentation will include a summary of the initiative to date, information about the survey and a call-to-action to take the survey. Following the presentation, Artspace will facilitate a question and answer period; and

ii. A meeting with the Core Group to review Survey Launch and discuss outreach strategy moving forward.

c. Provide weekly survey updates to support outreach strategy.

3. Survey Analysis and Reporting

a. Coordinate customization of the analysis, as requested by the [MAIN CONTACT]. Customization included in this Scope may involve:
i. Cross-tabulation via SPSS of up to two additional survey questions. This analysis will be provided in an electronic Excel spreadsheet or in the report as appropriate;

Note: Cross-tabulation is only available on certain question types. Town of Carbondale should provide requests during or before instrument development to ensure that the survey design will permit the request. Artspace does not guarantee that all requests for cross-tabulation can be fulfilled.

b. Deliver the Findings Summary and Technical Report that articulates methodology and summarizes statistical information on the individual artists interested in space in the Project. The report also includes recommendations and design guidelines in the context of the Project.

c. Compile and deliver Supplementary Materials, including:
   i. Contact information of respondents to the survey(s) who wish to receive follow up notices;
   ii. Verbatim responses provided from open-ended text fields;
   iii. Summary of total respondent data;
   iv. Zip code data; and
   v. Data summary from Town of Carbondale’s customized survey questions.

Note: Artspace will not provide raw survey data under this contract.

d. Travel to Carbondale, CO for a Presentation of Findings visit. Duration of the scheduled visit will not exceed four (4) consecutive hours of consulting time with client, maximum one-night stay. Visit includes:
   i. Presentation at one stakeholder meeting. This stakeholder meeting can either be a public meeting or a smaller, invitation-only meeting, as determined by Town of Carbondale. Presentation will include a recap of the initiative to date and a summary of findings; and
   ii. A meeting with the Core Group to discuss the results of the survey, answer questions and discuss next steps.
Deliverables:

- Findings Summary Report
- Technical Report
- Supplementary Materials

All Deliverables will be provided digitally. Up to five (5) hard copies of the Findings Summary Report and Technical Report can be provided upon request.
Exhibit B

Timeline and Fee Disbursement

_Budget and Hourly Rate_

The fee for the proposed Arts Market Study is $30,000. This flat fee includes staff time, deliverables, and travel expenses.

This contract is set up not to exceed the total fee of $30,000 as noted above unless another agreement is put into place with a specific work scope. For additional services, Artspace charges $250 per hour for its consulting work. This rate is used for calculating fees owed due to early termination of the contract and for additional work requested by Town of Carbondale.

All additional work requested by Town of Carbondale that exceeds the Scope as outlined in “Exhibit A” is subject to additional charges. Additional work, resulting charges, and fee schedule must be agreed to in writing by both parties prior to commencement of such work.

Additional Charges will be calculated using the hourly rate plus any out-of-pocket and third-party expenses.

_Timeline and Fee Disbursement_

Scope of Work will commence upon receipt of deposit.

This timeline assumes that a contract is signed and an initial payment of $15,000 (1/2 of the work fee) is received in [MONTH PRIOR TO START, 2018]. The remaining $15,000 would be due within 30 days of the delivery of the technical report and recommendations.
Exhibit C

Additional notes on roles and responsibilities of Town of Carbondale

The Town of Carbondale agrees to:

- Assign a main contact for Town of Carbondale’s communication with Artspace;

- Complete tasks and adhere to deadlines in agreed upon Timeline;

- Assume responsibility for all community outreach and survey promotion, including both public launch and presentation of findings events;

- Coordinate the agenda for visits with input from Artspace and confirmation of travel availability;

- Define members of the Core Group, which should include 2-8 individuals, and ideally at least one person from the arts community. The Core Group’s tasks may include participating in survey preparation, planning and conducting outreach, and coordinating the public launch event. [MAIN CONTACT] (or assignee) will remain the primary contact for Artspace and make final decisions on behalf of the Core Group and Town of Carbondale;

- Maintain the confidentiality of survey respondents and only use contact information obtained from the survey to provide information specifically requested by the respondent; and

- Pay additionally to Artspace any reasonable and/or necessary costs incurred by Artspace to rearrange or cancel travel itineraries as requested by Town of Carbondale or necessitated by changes initiated by same.
Exhibit D

Work by Illegal Aliens Prohibited. Pursuant to Section 8-17.5-101, C.R.S., et. seq., as amended, Artspace warrants, represents, acknowledges, and agrees that:

1. Artspace does not knowingly employ or contract with an illegal alien.

2. Artspace shall not knowingly employ or contract with an illegal alien to perform work or enter into a contract with a sub Artspace that fails to certify to Artspace that the sub Artspace shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

3. Artspace has participated in or attempted to participate in the basic pilot employment confirmation program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "Basic Pilot Program") in order to confirm or attempt to confirm the employment eligibility of all employees who are newly hired for employment in the United States. If Artspace is not accepted into the Basic Pilot Program prior to entering into this Agreement, Artspace shall forthwith apply to participate in the Basic Pilot Program and shall submit to the Town written confirmation of such application within five (5) days of the date of this Agreement. Artspace shall continue to apply to participate in the Basic Pilot Program, and shall confirm such application to the Town in writing, every three (3) months until Artspace is accepted or this Agreement is completed, whichever occurs first. This Paragraph 3 shall be null and void if the Basic Pilot Program is discontinued.

4. Artspace shall not use the Basic Pilot Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

5. If Artspace obtains actual knowledge that a sub-contractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Artspace shall be required to:

(a) notify the sub and the Town within three (3) days that Artspace has actual knowledge that the sub-contractor is employing or contracting with an illegal alien; and

(b) terminate the subcontract with the sub-contractor if within three (3) days of receiving the notice required pursuant to this subparagraph the sub Artspace does not stop employing or contracting with the illegal alien; except that Artspace shall not terminate the contract with the sub-
contractor if during such three (3) days the sub Artspace provides information to establish that the sub-contractor has not knowingly employed or contracted with an illegal alien.

6. Artspace shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

7. If Artspace violates this Exhibit C, the Town may terminate this Agreement for breach of contract. If this Agreement is so terminated, Artspace shall be liable for actual and consequential damages to the Town arising out of said violation.

ARTSPACE PROJECTS INC.

By: ____________________________

Dated: ____________________ Wendy Holmes
Memo

To: Carbondale Board of Trustees
From: Julia Farwell, Carbondale Environmental Board Member
Date: March 5, 2018
Re: Carbondale Annual Spring Cleanup & Waste Diversion Day 4/28/18 8am to 4pm

Dear Board of Trustees,

Due to the overwhelming success of the past three year’s Carbondale Spring Clean Up & Waste Diversion Day the Environmental Board (E-Board) is proposing to do the same this year.

The Town of Carbondale’s mission statement has an objective to “continue efforts to work toward reduction of solid waste and increase recycling efforts.” I received E-board concurrence on 2/26/18 for a proposal requesting $16,091 which utilizes a portion of the Town’s disposable bag fee funds for the purpose of enhancing waste diversion and adding educational components to the town’s annual Spring Clean Up day.

As of January 31, 2018, the bag fee fund has a current balance of $34,516. The ordinance stipulates that these funds be used for specific projects including the following:

- Fund community cleanup events and other activities that reduce trash.
- Create public educational campaigns to raise awareness about waste reduction & recycling.

Major changes to the Waste Diversion Day budget for 2018:

- Because the Board of Trustees has earmarked $19,000 to be used for LBA & Associates waste consulting I have reduced the amount of free E-Waste offered as well as eliminated the subsidy for tires.
- Money has been budgeted for 4 temp laborers to primarily assist with the collection of electronic waste. CORRecycling’s proposal stipulates that Carbondale provides 4 able bodied volunteers to assist and last year there were barely enough volunteers to help staff the E-Board booth so CORRecycling charged an extra labor fee to the final bill. I discussed adding temp labor with Kevin Schorzman and he was in agreement that extra labor should be budgeted for.

This proposal for “funding community cleanup events” is to enhance Public Works’ waste diversion efforts by offering Carbondale citizens the following:

- Complimentary recycling of 1 large and 2 smaller electronics All other electronic waste items will have no limit. Subsequent large items will be charged $.35/lb. We suggest a complimentary recycling cap at 20,000 lbs., after which the $.35/lb. will apply to everyone.
- Complimentary recycling of batteries & lightbulbs
- Subsidized mattress recycling-Subsidy is $15/Resident pays $10
- Subsidized refrigerator recycling-Subsidy is $15/Resident pays $50-$125 depending on size
- Resident pays in full: Tire recycling, smoke detector, thermostat /mercury containing item recycling
Carbondale residents will not be able to utilize the complementary waste diversion services until they can provide two of three forms of acceptable ID: Current picture ID, town utility bill or vehicle registration.

This proposal also addresses “creating public educational campaigns to raise awareness about waste reduction & recycling” by incorporating the following educational components to the Spring Cleanup & Waste Diversion Day:

- **New for 2018**: An emphasis reuse and repair actions that people can take to avoid landfilling items with the following booths:
  - Clothing & Book swap: There will be a place where usable clothing and books can be dropped and picked up by those that need them. Clothing and books that are not in usable condition and leftover books and clothing from the swap will be recycled at the Pitkin County Solid Waste Center
  - Bike Reuse & Repair: Bikes for Humanity will be collecting bikes for re-use and Way of Compassion Bike Project will be offering minor bike repairs onsite. Parts from non-useable bikes will be salvaged for reuse.
- **New for 2018**: Pitkin County Solid Waste Center will provide information on their vast recycling services, including hard to recycle materials.
- **New for 2018**: Mountain Waste & Recycling will provide information on single stream recycling
- Proposal costs include the pre-purchase of finished compost to be given away by EverGreen ZeroWaste who will provide education on why it is important to compost organic materials instead of landfilling them.
- LED light bulbs will be given away by CORE & CLEER in exchange for residents recycling their incandescent and CFL Bulbs. CORE & CLEER’s shared booth will provide information on why it is important to recycle CFL bulbs responsibly instead of landfilling them.

By offering complimentary and discounted recycling of these hard-to-dispose-of-items to our citizens, the overall amount of illegally dumped electronic waste and tires will be decreased, which will also decrease risks of land and water pollution. While recycling of these items is available at various valley locations not all of Carbondale’s residents have vehicles to transport them there. I have personally observed Carbondians bring electronics to this event in wheelbarrows, on foot and in bike trailers. Furthermore, not all of Carbondale’s residents have the financial means to pay full cost of expensive-to-recycle items such as electronics, mattresses and refrigerators. This event provides a cost effective way for residents to do the right thing and recycle their hard to recycle items right here in town.

I look forward to your consideration of this request to use these bag fee funds as they were intended to be used for waste diversion and education. The following attachments are included for your review:

- DRAFT budget of proposed diversion enhancements, educational, incentive & misc. costs
- Original Proposals from vendors

One final note: It would be really beneficial if you could approve and additional $500 over the $16,091 I have requested so that I could add a subsidy for tires, smoke/CO2 detectors, mercury containing items and other random items that show up during this day. I didn’t add this to the original proposal I gave to the E-Board however I have looked over previous years invoices and know that by adding a subsidy there is a higher chance that folks will actually recycle these items if given a break on the price.

Sincerely,

[Signature]

Julia Farwell
Waste Diversion Committee Member
Carbondale Environmental
## Waste Diversion Day Costs Proposal April 28, 2018

### Electronic Waste Ink/Toner Cartridges, Rechargeable Batteries

<table>
<thead>
<tr>
<th>Item</th>
<th>Event Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ken Burns/Colorado Re-Sale &amp; Recycling</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

#### E-Waste Cost
- 35 cents per lb to up to 20,000 lbs for free
- Over 20,000 lbs $0.75 per lb
- $20,000 $7,000.00
- **Total E-Waste** $8,000.00

*FREE offer: Limit 1 large and 2 small electronics per household (town limits residents only) up to 20,000 lbs after which a fee will be charged according to CORRecycling price sheet. Non-Residents not eligible for free offer. Cables & cell phones accepted at no charge.*

### ID + utility bill to prove residency. Data destruction is an additional $10 charge & is not included in the offer for free.

CORRecycling will accept any re-chargeable battery for free.

Demanufacturing will occur at Corecycling’s facility in GJ.

### Tires

<table>
<thead>
<tr>
<th>Item</th>
<th>Event Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>JLM of Pagosa</td>
<td>FREE</td>
</tr>
<tr>
<td>All other tires up through 19.5</td>
<td>$4.50</td>
</tr>
<tr>
<td>Semi Tires/Lg 3/4 Skateboard</td>
<td>$10.00</td>
</tr>
<tr>
<td>Tractor (up to 400 lbs)</td>
<td>$35.00</td>
</tr>
<tr>
<td>No subsidy offered this year on tires</td>
<td></td>
</tr>
</tbody>
</table>

### Lightbulb, Battery & Freon Containing Items: Recycling

#### Items will go to Region 6 Environ in Denver for recycling

### Brite Ideas & Holy Cross

<table>
<thead>
<tr>
<th>Item</th>
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</tr>
</thead>
<tbody>
<tr>
<td>CFL’s</td>
<td>FREE</td>
</tr>
<tr>
<td>Other Bulbs (halogen, linear florescent, Incandescent, etc)</td>
<td>$1,100.00</td>
</tr>
<tr>
<td>Batteries (per lb)</td>
<td>$1.70</td>
</tr>
<tr>
<td>Mercury Containing Articles (each)</td>
<td>$10.00</td>
</tr>
<tr>
<td>Smoke &amp; CO2 detectors (each)</td>
<td>$10.00</td>
</tr>
<tr>
<td>Total Bulbs, Batteries, misc items</td>
<td>$4,500.00</td>
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### Freon Containing Units

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<tr>
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<tbody>
<tr>
<td>Small (Mini Fridge)</td>
<td>$50.00</td>
</tr>
<tr>
<td>Medium (Regular Size Fridge)</td>
<td>$75.00</td>
</tr>
<tr>
<td>Large (Commercial Size Unit)</td>
<td>$125.00</td>
</tr>
<tr>
<td>Offer a 15% discount limit 1 per household (covers 3 units)</td>
<td>$450.00</td>
</tr>
</tbody>
</table>

### Mattress Recycling

Hauler will haul mattresses to Pitkin County Solid Waste Center where they will be sent to the Spring Back mattress recycling facility in Denver. Cost is $25 per mattress plus hauling costs (TBD). Estimated 50 mattresses

Proposal to substitute $15 and charge residents $10

<table>
<thead>
<tr>
<th>Estimated Mattresses</th>
<th>Event Fee</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>$750.00</td>
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</table>

### Textile Recycling

**PW will transport to PCSWC where they will go to Isagain**

Shoes and clothing must be separated and packaged into clear plastic bags.

### Amazon:

<table>
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<tr>
<th>Item</th>
<th>Event Fee</th>
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<tbody>
<tr>
<td>Clear bags 2</td>
<td>$22.33</td>
</tr>
<tr>
<td>Bag Holders 2</td>
<td>$20.65</td>
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<tr>
<td>Total Supplies</td>
<td>$43.98</td>
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### Extra Labor: Mountain Temp

4 laborers for 9 hours @ $22.50 per hour

<table>
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<td></td>
<td>$812.00</td>
</tr>
</tbody>
</table>

### Book Recycling

**Books to be packaged in cardboard gayboards. PW will transport to PCSWC where they will go to Isagain**

### Bike Recycling

**Bikes for Humanity will collect bikes for re use in Africa**

### Medications

**FREE**

### Medications will be accepted at the Police Department

### Incentives

<table>
<thead>
<tr>
<th>Item</th>
<th>Event Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>LED Light bulbs-CORE (recycle a CFL, get a LED)</td>
<td>CORE</td>
</tr>
<tr>
<td>Compost Give Away 16,000 lbs</td>
<td>$700.00</td>
</tr>
<tr>
<td>Give Away Total</td>
<td>$700.00</td>
</tr>
</tbody>
</table>

### Advertising

<table>
<thead>
<tr>
<th>Item</th>
<th>Event Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sport Sun 1/4 page 4.89 x 6.5”</td>
<td>$135</td>
</tr>
<tr>
<td>El Montaness 1/4 page 3 x 7.5”</td>
<td>$162</td>
</tr>
<tr>
<td>Advertising Total (289) X 2 weeks</td>
<td>$584.00</td>
</tr>
</tbody>
</table>

### Flyers will be posted around town.

### Misc Event Supplies

<table>
<thead>
<tr>
<th>Item</th>
<th>Event Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drinks &amp; Snacks for E-Board &amp; volunteers &amp; Misc Supplies (spray paint, pens, wristbands for residents, duct tape)</td>
<td>$200.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Misc Supplies Total</th>
<th>Event Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$200.00</td>
</tr>
</tbody>
</table>

**Total Requested from the Bag Fee Fund** $16,091.96

Please see note on memo requesting an additional $500

**Current Balance** $34,516

**Earmarked for LBA Associates consulting** $18,000

**Balance** $15,516

**Projected income Feb, March** $2,333

**Total** $17,849
Town of Carbondale Spring Clean Up

Saturday April 28\textsuperscript{th} 8am till 4pm

CORRecycling, Inc. Event Fees

Town of Carbondale Spring Clean Up Event. The event fee will be 1000 dollars for the 8-hour duration. Down payment is due no later than March 30\textsuperscript{th} I have included an invoice for this as well. We are already booking up this year and request a confirmation as soon as possible to secure the date.

All E-waste collected on the day of the event will be charged at a discounted fee of .35 per LB. Our rates at our facility are now .40 per lb. An invoice will be sent out within 5 days of the event and will be due on delivery to the town of Carbondale. Based on previous events we are estimating that we will collect approximately 20k lbs. total weight. We cannot guarantee this, but based on doing 25 plus events on the western slope we are comfortable giving this estimate. We will require a 50% down payment of $4500.00

CORRecycling, Inc. will:

- Supply 5 employees and two 26-foot box trucks with lift gate.
- Organize online advertising for this event for free.
- Offer Data Destruction for 10 dollars per hard drive.
- Recycle all toner and ink at regular rates.
- Include Battery recycling for free. The only batteries we will not be able to except will be single use batteries.
- Provide posters for the schools and town.

CORRecycling, Inc. will require:

- Access to a forklift to load truck.
- Able bodied volunteers to assist us with unloading cars.
- Dedicated space for up to two 26 foot trucks or single semi-truck.

All data destruction and E-waste de-manufacturing is now completed at our Grand Junction CO 19k Square foot office not on site.
**CORRecycling, Inc.**  
739 3rd ave  
Grand Junction CO 81501  
970-644-5301

**Thursday, February 15, 2018**

**Town of Carbondale**

<table>
<thead>
<tr>
<th>Invoice</th>
<th>249</th>
<th>Description</th>
<th>Quantity</th>
<th>Item No.</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Event fee</td>
<td>1</td>
<td></td>
<td>$1,000.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>20000</td>
<td></td>
<td>E-waste to recycle estimate</td>
<td></td>
<td></td>
<td>$0.35</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>Remainder to be billed based on weight</td>
<td></td>
<td></td>
<td>$(3,500.00)</td>
<td>$(3,500.00)</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>0</td>
<td></td>
<td></td>
<td>0</td>
<td></td>
<td>$</td>
<td>-</td>
</tr>
</tbody>
</table>

**Sub Total** | $4,500.00

**Tax Rate** | 0.00%

**Total Tax** | $-

**Total Quote** | $4,500.00

Notes: Thank you for your business and please email or call me with any feedback.

Expires:
**Event Recycling Fees**

**Televisions**
- 17” or Smaller $10.00
- 18” to 26” $20.00
- 27” to 31” $25.00
- 32” or Larger $35.00
- Oversized TV’s/ Projection/ Console $50.00

*Broken or Bare CRT tube TV’s add $10.00*

**LCD Monitors any Size** $10.00

**CRT Monitors any Size** $15.00

**Small Desktop Printers, Fax & Scanner** $5.00

**Laptops, Microwaves** $10.00

**Large/Laser Printers** $15.00

**Floor Standing Copier or Printer** $50.00

**Hard Drive Destruction** $10.00 Per Hard Drive

**Small Electronics** $5.00 (portable devices, VCR/DVD, etc.)

**Large Electronics** $10.00 (larger than a desktop printer)

CORReycling, Inc.

739 3rd Avenue, Grand Junction, CO 81501

970.644.5301 info@correcycling.com
February 14, 2017

Julia Farwell  
TOWN OF CARBONDALE  
0756 Hwy. 133  
Carbondale, CO 81623

Hi Julia,

This year, we are raising prices due to the State (CDPHE) removing the subsidy for end-users. Geocycle raised our price to dispose. We love coming up there and spending the day! Here's the updated prices we are charging you for the Carbondale cleanup at 4th & Colorado.

FREE  Bicycle tires
$4.50  All other tires up through 19.5
$10.50  Semi /Large Skidsteer tires
$35.00  Tractor (up to 200 lbs., up to 48"Hx21"W)

Any tire with a wheel, double the coordinating price. Please request all tires to be clean before dropping them off. We put you on our schedule for Saturday, April 28th and plan to spend the day. Thank you!

Kind regards,

Ellen & Dale Schmidt  
JLM, Inc.
Let's Save CO

Linear Fluorescents
Compact Fluorescents (CFL's)
HPS/Metal Halide Lamps (HID's)
UV Lamps and Neon Signs
PCB and Non-PCB Ballasts
Mercury Thermostats
Batteries (All Batteries!)
All Other Universal Waste!!!

One Bulb at a Time

www.briteideasbr.com

On our way to 2,000,000 bulbs recycled!
**BRITE IDEAS BULB RECYCLING**

- 4' Fluorescent Lamp $1.00 EA
- 8' Fluorescent Lamp $2.00 EA
- U-Tube/Circline Fluorescent $2.00 EA
- Compact Fluorescent Lamp (CFL's) $1.00 EA
- 2' and Under Linear Pin Base Fluorescent $2.00 EA
- HID Lamps (Metal Halide, High Pressure Sodium) $3.00 EA
- Large CFL's (i.e. 125W Screw Base) $5.00 EA
- Incandescent/Halogen Lamps $2.50 LB
- Shattershield/Shielded Fluorescent Lamps $3.50 EA
- UV Lamps $10.00 EA
- Alkaline Batteries $1.70 LB
- Ni-Cad Batteries (Wet or Sealed) $1.70 LB
- Lead Acid Batteries (Sealed) $1.70 LB
- Lithium Batteries PRIMARY (Sealed) $5.00 LB
- Lithium Batteries SECONDARY (Sealed) $2.50 LB
- Mercury Containing Articles $10.00 EA
- PCB Containing Ballast $2.00 LB
- Non PCB Ballast (Magnetic) No Charge
- Non PCB Ballast (Electronic E-Waste) $0.40 LB

**DROP OFF FACILITY LOCATED AT:**

5321 COUNTY ROAD 154
GLENWOOD SPRINGS, CO 81601

Please call to schedule a drop off.

Pick up service available for larger quantities.

Service fee may apply.

Complementary recycling bins provided upon request.

Certificate of Recycling provided to customers and contractors.

Contractors with questions regarding disposal bids for proposals please contact.

**Cody Skurupey**
970-290-3379

cody@briteideasbr.com

www.briteideasbr.com
**EverGreen ZeroWaste**  
PO Box 1661  
Aspen, CO 81612  
(970) 987-3140  
Alyssa@EverGreenZeroWaste.com  
www.EverGreenZeroWaste.com

**ADDRESS**  
Carbondale Environmental Board  
Carbondale, CO 81623

---

**ESTIMATE 1041**

**DATE 02/21/2018**

<table>
<thead>
<tr>
<th>DATE</th>
<th>ACTIVITY</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>04/28/2018</td>
<td>EGE - ZW Event staff</td>
<td>2</td>
<td>350.00</td>
<td>700.00</td>
</tr>
<tr>
<td></td>
<td>Two staffers to help shovel compost and talk to people about waste diversion.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/28/2018</td>
<td>EGE - Transport &amp; Hauling</td>
<td>1</td>
<td>500.00</td>
<td>500.00</td>
</tr>
<tr>
<td></td>
<td>Delivery of roll-off load of finished compost</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>04/28/2018</td>
<td>Discount</td>
<td>1</td>
<td>-500.00</td>
<td>-500.00</td>
</tr>
<tr>
<td></td>
<td>Discounted delivery of finished compost</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Estimate for staffed compost giveaway at Carbondale Waste Diversion Day 2018. Thank you!

**TOTAL**  
$700.00

Accepted By

Accepted Date

---

At EverGreen ZeroWaste, we offer curbside compost collections from Glenwood Springs to Aspen, zero waste event coordination, waste diversion education and compostable dinnerware. Please contact Alyssa@EverGreenZeroWaste.com for more info.
RE: Estimate for MTS.

Absolutely,

<table>
<thead>
<tr>
<th>Hours per day</th>
<th>Hourly rate</th>
<th># of Laborers</th>
<th>TOTAL PER DAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>22.50</td>
<td>4</td>
<td>$540.00</td>
</tr>
<tr>
<td>9</td>
<td>22.50</td>
<td>4</td>
<td>$812.00</td>
</tr>
</tbody>
</table>

YESICA LOVO
Mountain Temp Services, LLC
281 Cowen Drive STE E • Carbondale, CO 81623
T: (970) 963-8335 • F: (970) 963-8320 • M: (970) 379-2280

CONFIDENTIALITY STATEMENT: The contents of this message, the fact that this message has been sent, and any attachments to this message are proprietary and confidential, and intended for the exclusive use of the individual or individuals to whom the sender intended to direct this message. If you are not the intended recipient or the employee or agent of the intended recipient, then you are hereby notified that any and all copying, reproduction, forwarding, archiving, distribution, disclosure or other transmission of this message is strictly prohibited. If you have received this message in error, please notify the sender by reply email, delete this message and any attachments to it, take those measures necessary to ensure that no record or copy of this message is retained on your system, server or other method of retention, and destroy any tangible matters related to this message.
Wristband Giant 3/4" Tyvek Wristbands 500 box Event Identification Bands (Green) by Wristband Giant

$9.95

Drawstring Yard Bag, Clear 39 Gal by Poly-America

$23.02

Trash Bag Holder - Multi-Use Bag Buddy Support Stand (39 - 45 Gallon Bags) by ESD Alliance Inc

$21.99
Re: Carbondale’s Waste Diversion Day Logistics
1 message

Cathy Hall <cathy.hall@pitkincounty.com>                        Tue, Feb 13, 2018 at 12:50 PM
To: Julia Farwell <juliafarwell1@gmail.com>
Cc: Hilary Burgess <Hilary.Burgess@pitkincounty.com>, Jed Miller <jed.miller@pitkincounty.com>

Hello Julia,

Yes, we will gladly assist Carbondale in diverting materials for Spring Clean-Up Day. Yes, definitely keep mattresses separate from textiles and books. We will have gaylord boxes for textiles and the cardboard gaylord cartons for books available to you as well. Keep an eye on the book collection to ensure we aren’t getting phone books, magazines or catalogs...those can all go into single stream recycling.

Mattresses are $25/ea a mattress/box spring combo is $31.50. We trash the box springs, it would save you money to separate the box springs as well and charge a per tonne trash rate. I will leave that up to you.

If possible we would like to be there with our Pitkin County services guide, some compost buckets and our water bottle/coffee mug/travel mug giveaways.

Cathy

On Fri, Feb 9, 2018 at 2:27 AM, Julia Farwell <juliafarwell1@gmail.com> wrote:
   Hi Cathy & Hillary,
   Carbondale’s Spring Clean Up & Waste Diversion Day will be April 28.
   We will be offering mattress and textile diversion as we did last year and are very much interested in adding book diversion.
   I understand it was a lot of work for landfill staff last year to unload the roll off mixed with both mattresses and clothing. This year we will be keeping those items separate.
   We anticipate double the amount of mattresses as we collected last year and we will be requesting a second rolloff to be on hand.
   The hauler for the event will bring the mattresses in a roll off dumpster and Carbondale’s Public Works department will haul the textiles and books on Monday to Pitco.
   In order to make this easy to collect is it possible that someone from Carbondale’s Public Works Department could pick up 5-6 gaylord boxes for clothing earlier in the week? As well what shall we pack the books in? Just any sort of cardboard box or are there specific ones that the landfill uses to pack them into?

Please provide me with your current pricing for mattresses and let me know if there is a cost for textile and book recycling.

Thanks!
Julia
Re: Ad Rates

1 message

veronica whitney <emnews@yahoo.com>
Reply-To: veronica whitney <emnews@yahoo.com>
To: Julia Farwell <julifarwell1@gmail.com>

It is $162, I won't charge you for the translation

v

From: Julia Farwell <julifarwell1@gmail.com>
To: veronica whitney <emnews@yahoo.com>; -veronica-whitney <veronica@elmontanenews.com>
Sent: Tuesday, February 20, 2018 11:28 PM
Subject: Ad Rates

Hi Veronica,
How much is your rate for a 1/4 page ad with translation? It will be for the spring clean up day ad. The event is Saturday April 28th.
Julia
The Sopris Sun is the only nonprofit newspaper in Colorado. Our goals are different than profit-driven papers, because we work to build our community, rather than building assets for a publisher. So we give a discount to local nonprofits and govt. agencies, and additional savings to groups who work with us in partnership with frequent advertising.

### Nonprofit / Government Rates:

<table>
<thead>
<tr>
<th>Ad Size:</th>
<th>Dimensions: width x height</th>
<th>NPG Rates: 15-20% discount off our Open Rate</th>
<th>Nonprofit Partnership: Annual Contract discount:</th>
<th>Annual Contract Minimum Quantity Per year:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Color: $40</td>
<td>B&amp;W: $40</td>
<td>Color: NA</td>
</tr>
<tr>
<td>Service Directory</td>
<td>3.25” x 2” horizontal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1/8 page</td>
<td>4.89” x 3.15” horizontal</td>
<td>$80</td>
<td>$70</td>
<td>$72</td>
</tr>
<tr>
<td>1/4 page</td>
<td>4.89” x 6.5” vertical</td>
<td>$150</td>
<td>$130</td>
<td>$135</td>
</tr>
<tr>
<td>1/2 page *</td>
<td>10” x 6.5” horizontal</td>
<td>$260</td>
<td>$240</td>
<td>$234</td>
</tr>
<tr>
<td>Full page *</td>
<td>10” x 13”</td>
<td>$425</td>
<td>$395</td>
<td>$382.50</td>
</tr>
</tbody>
</table>

*Premium guaranteed positions
Available for half and full page ads.
Back cover and interior placement,
20% upcharge. Limited availability.

### Online Advertising:

Available only for ads appearing in our print edition.

<table>
<thead>
<tr>
<th>Ad Size:</th>
<th>Premium Static Ad:</th>
<th>Revolving Ad:</th>
<th>Annual Contract:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/8 page</td>
<td>$25</td>
<td>$15</td>
<td>BOGO Buy One Get One Extra Week 50% discount</td>
</tr>
<tr>
<td>1/4 page</td>
<td>$40</td>
<td>$20</td>
<td></td>
</tr>
<tr>
<td>Banner</td>
<td>$40</td>
<td>NA</td>
<td></td>
</tr>
</tbody>
</table>

### Advertising Design Guidelines

**In-House Ad Design Deadline: Monday, noon.**

We provide complimentary design services for any print ad appearing in The Sopris Sun. Clients provide text, design ideas, photos, and artwork in PDF, JPG or Tiff formats. Photos should be JPG 300 DPI or larger. Scanning is available upon request.

**Camera-Ready Ads Deadline: Tuesday, noon.**

PDF files are preferred, with fonts embedded, and created using InDesign, Quark, or Photoshop. For best newsprint quality, color ads must use CMYK, rather than Pantone colors. Black and white ads must be 1-color black, rather than CMYK. InDesign PDFs should use PDF-XLa format to export.

### Unclassifieds:

<table>
<thead>
<tr>
<th>Email: <a href="mailto:undclassified@sopriissun.com">undclassified@sopriissun.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$15</strong></td>
</tr>
<tr>
<td><strong>$20</strong></td>
</tr>
</tbody>
</table>
To: Mayor Dan Richardson and
    Carbondale Board of Trustees

From: Gene Schilling
    Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for Blue Lake Preschool fundraiser on April 27, 2018 at
    the Orchard.

Date: February 21, 2018

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

Michelle Oger / Event Manager
Savanna Gustafson / Event Manager

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

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

AND ONE OF THE FOLLOWING:

[X] SOCIAL
[X] FRATERNAL
[X] PATRIOTIC
[X] POLITICAL

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

PHILANTHROPIC INSTITUTION
POLITICAL CANDIDATE
MUNICIPALITY

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

[X] MALT, VINOUS AND SPIRITOUS LIQUOR ($50 PER DAY)

FEMENTED MALT BEVERAGE (3.2 BEER) ($10 PER DAY)

LIQUOR PERMIT NUMBER

STATE SALES TAX NUMBER (REQUIRED)

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

Blue Lake Preschool

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

0189 JW Br. Unit
Carbondale, CO 81623

3. ADDRESS OF SPECIAL EVENT

110 Snowmass Drive
Carbondale, CO 81623

NAME

DATE OF BIRTH

EMAIL ADDRESS

PHONE NUMBER

Michelle Coer

[VENT MANAGER]

Savanna Gustafson

4. PRESBYCY OF ORG. OR POLITICAL CANDIDATE

5. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

6. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

7. ADDRESS OF SPECIAL EVENT

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

[NO]

HOW MANY DAYS?

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

[NO]

TO WHOM?

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

[NO]

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

Date: April 27th 2018

Date: Hours From 6:00 pm To 10:00 pm

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

Event Manager

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

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,  

Blue Lake Preschool, Inc.  

is a  
Nonprofit Corporation  

formed or registered on 05/19/2000 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 20001102367. 

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/02/2018 that have been posted, and by documents delivered to this office electronically through 02/05/2018 @ 11:48:47. 

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 02/05/2018 @ 11:48:47 in accordance with applicable law. This certificate is assigned Confirmation Number 10701259. 

Secretary of State of the State of Colorado  

**************************************************************************End of Certificate**************************************************************************

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

**January 19, 2018**

<table>
<thead>
<tr>
<th>Event:</th>
<th>Blue Lake Preschool Annual Fundraiser</th>
</tr>
</thead>
<tbody>
<tr>
<td>Number of People:</td>
<td>200</td>
</tr>
<tr>
<td>Event Date:</td>
<td>Friday, April 27, 2018</td>
</tr>
<tr>
<td>Event Start Time:</td>
<td>5 PM</td>
</tr>
<tr>
<td>Event End Time:</td>
<td>10 PM</td>
</tr>
<tr>
<td>Set-up Time:</td>
<td>Friday, April 27 after 1:30 PM</td>
</tr>
<tr>
<td>Rooms:</td>
<td>Gathering Center / Kitchen / 1/3 of Auditorium</td>
</tr>
<tr>
<td>Event Fee:</td>
<td>$3500</td>
</tr>
<tr>
<td>Staff:</td>
<td>Event Overseer</td>
</tr>
</tbody>
</table>

Client Name: Michelle Oger for Blue Lake Preschool  
Address: 0189 JW Drive Unit C Carbondale, CO 81623  
Phone: 963-4380  
Email: blps@sopris.net

---

1. **Event Fee Payments & Building Use**

A. At or before the time of execution of this contract, Renter shall pay to The Orchard the **full fee** for rental in the amount of $3500. This payment secures the Gathering Center / Kitchen / 1/3 of Auditorium on Friday, April 27, 2018 from 5-10 PM. Additionally, Renter shall provide at the same time a refundable security deposit in the amount of $2500.00 or credit card with an open balance of the required deposit amount. The security deposit is refundable net any unforeseen incidental costs incurred by the Orchard during the rental period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Cancellation Fees

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

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

4. Method of Payment

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

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

5. Advertising

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

A. The Orchard does not provide, or sell alcoholic beverages.
B. Alcohol served at the Event is limited to beer and wine only unless special consideration approved by
   the Lead Pastor. Should approval be gained for such a special allowance the Renter agrees to provide
   additional security and control of any attendees abusing this beverage allowance.
C. Any beverage which contains alcohol must always be clearly labeled and/or in its original container.
D. Alcoholic beverages must be served by certified bartender(s). No self-serve is permitted. A copy of
   the bartender’s certification must be on file with The Orchard 1 week prior to the Event.
E. The certified bartender(s) must be willing to refuse service when they determine a person appears to be
   intoxicated. The Orchard’s staff and elders will support the decision if an issue arises from the
   decisions to refuse alcohol to a person. The bar will be attended the entire time alcohol is being served.
F. Alcohol will not be sold by The Orchard at functions held at The Orchard. Alcohol cannot be sold by
   Renter at the Event unless Renter has first obtained a Special Event Permit from the Town of
   Carbondale.
G. Food must be served at the Event if alcohol is being served.
H. Under no circumstances will alcohol be served to or consumed by any person under the age of 21 even
   when accompanied by their parents. If any person under the age of 21 is found consuming alcoholic
   beverages, The Orchard reserves the right to terminate the Event at the Renter’s expense.
I. Drinking alcohol will never be a social requirement. Whenever alcohol is served in any form, non-
   alcoholic alternatives must also be offered. Non-alcoholic beverages must be served with the same
   attractiveness and accessibility as those containing alcohol, so that those who choose not to drink
   alcoholic beverages need not feel any embarrassment, discomfort or inconvenience in exercising their
   preference.
J. All applicable Federal, State and Local laws and ordinances governing the use/distribution/sale of
   alcohol must be adhered to when serving alcoholic beverages including the requirement to obtain a
   Special Event Permit from the Town of Carbondale if alcohol will be sold at the Event.
K. Groups not affiliated with The Orchard shall have security on-site as deemed necessary by The
   Orchard.
L. During Events requiring a Special Event Permit from the Town of Carbondale, alcohol will be
   consumed only in areas specifically identified in the License. However, under no circumstances will
   alcohol be permitted in the parking lot.
M. Renter agrees to be responsible for the consumption of alcoholic beverages and other legal and illegal
   substances by all guests.
N. All licenses and permits required must be posted in a conspicuous place in the licensed area for the
   general public to observe. The licenses and permits required include, but are not limited to the
   following:
   a. Special Event Permit – State
   b. Special Event Permit – City
   c. Minor Warning Sign – The Orchard has these signs on file and will provide to Renter for the
      Event upon request
   d. State Sales Tax License – Even though these permits are issued to non-profit organizations, the
      retail sale of alcohol beverages to consumers is still subject to state and local sales taxes. Special
      Event Permit applicants should contact the Department of Revenue at (303) 238-7378 to
      determine the correct method or remitting the sales tax.
   e. Other local licenses as required – Check with the local authority, Town of Carbondale
Q. Per the guidelines stipulated in the Special Event Permit Guide from the Colorado Department of
   Revenue Liquor Enforcement Division, donated beverages cannot be resold. Alcohol beverages
   received from other non-licensed or private sources may not be sold, served or consumed at Events
   requiring a Special Events Permit.
A. At the start of the Event will include a taped message from The Orchard leadership welcoming attendees, encouraging them to visit The Orchard and encouraging them to have a great time at their Event. For events where there is not a formal program, the event agrees to allow The Orchard to have marketing table tents on their tables.

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

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

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

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

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

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

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

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

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

SL Initials

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

Renter: Blue Lake Preschool

Date: 2/1/18

Authorized Signature of Renter

The Orchard

By: /s/Charley Hill
Title: Lead Pastor – The Orchard
Date: 1/31/18
By my signature below, I authorize The Orchard to charge my credit card for any fees set forth in this Agreement that have not been paid by Renter by the respective due dates.

Name as it appears on Credit Card

Billing Address

City, State, Zip

Today's Date

Visa or MasterCard #

Expiration Date  CVC

Authorized Signature
To: Mayor Dan Richardson and  
Carbondale Board of Trustees

From: Gene Schilling  
Chief of Police, Carbondale Police Department

Ref: Liquor License Special Event for the 5 Point Film Festival on April 19, 20, and 21.

Date: March 7, 2018

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol at the 5 Point Film Festival on April 19, 20, and 21, 2018.

April 19 at Steve’s Guitar from 7:00 pm to 11:59 pm  
April 20 at Steve’s Guitar from 12:00 am to 11:59 pm  
April 21 at Steve’s Guitar from 12:00 am to 11:59 pm

April 20 at 956 Hwy 133 at 7:00 pm to 11:59 pm  
April 21 at 956 Hwy 133 at 12:00 am to 2:00 am

Meaghan Lynch / Event Manager

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

## APPLICATION FOR A SPECIAL EVENTS PERMIT

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

AND ONE OF THE FOLLOWING:

- **X** SOCIAL
- FRATERNAL
- PATRIOTIC
- POLITICAL
- __ATHLETIC__
- __CHARITED BRANCH, LODGE OR CHAPTER__
- __OF A NATIONAL ORGANIZATION OR SOCIETY__
- __PHILANTHROPIC INSTITUTION__
- __POLITICAL CANDIDATE__
- __MUNICIPALITY__

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

- **X** MALT, VINOS AND SPIRITUOUS LIQUOR $50 PER DAY
- FEMEATED MALT BEVERAGE (3.2 BEER) $10 PER DAY

1. **NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE**
   - 8 POINT FILM FESTIVAL

2. **MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY**
   - 2100 DELORES WAY
   - CARBONDALE, CO 81623

3. **ADDRESS OF SPECIAL EVENT**
   - SORPIS CROSSFIT
   - 9100 CO-133
   - CARBONDALE, CO 81623

<table>
<thead>
<tr>
<th>NAME</th>
<th>DATE OF BIRTH</th>
<th>EMAIL ADDRESS</th>
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4. **PRE/SECY OF ORG. OR POLITICAL CANDIDATE**

5. **EVENT MANAGER**
   - MEAGHAN LYNCH

6. **HAS APPLICANT ORGANIZATION OR POLITICAL CANDIDATE BEEN ISSUED A SPECIAL EVENT PERMIT THIS CALENDARE YEAR?**
   - __X__ NO

7. **IS PREMISES NOW LICENSED UNDER STATE LIQUOR OR BEER CODE?**
   - __X__ NO

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

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

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<tr>
<th>Date</th>
<th>Hours From To</th>
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<td>4/20/2018</td>
<td>9:00 pm - 12:00 am</td>
<td>4/21/2018</td>
<td>12:00 am - 2:00 am</td>
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</table>

### OATH OF APPLICANT

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

**SIGNATURE**

**TITLE**

**DATE**

### REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

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

**THEREFORE, THIS APPLICATION IS APPROVED.**

**SIGNATURE**

**TITLE**

**DATE**

**LOCAL LICENSING AUTHORITY**

**ATTEST**
February 26, 2018

TO: Town of Carbondale Board of Trustees
FR: Lari Goode, Owner of Sopris Crossfit
RE: 5Point Film Festival Special Event Authorization

Ladies and Gentlemen of the Board:

I am writing on behalf of Meghan Lynch and the 5Point Film Festival. Sopris Crossfit has given the 5Point Film Festival permission to use our facilities for the Outdoor Research Dodge Ball event to be held Friday, April 20, 2018. The hours for set up, event activities and breakdown will be from 7:00PM to approximately 2:00AM on Saturday April 21, 2018.

Please contact me if you have any questions.

Sincerely,

[Signature]

Lari Goode
Owner, Sopris Crossfit
904.501.6494
956 CO-133, Carbondale, CO 81623
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,

5 Point Film Festival

is a Nonprofit Corporation formed or registered on 11/19/2007 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 20071528714.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/16/2017 that have been posted, and by documents delivered to this office electronically through 06/21/2017 @ 09:10:49.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/21/2017 @ 09:10:49 in accordance with applicable law. This certificate is assigned Confirmation Number 10303193.

STATE OF COLORADO

[Seal]

Secretary of State of the State of Colorado

*************************************************************************************************************************
Notice: A certificate issued electronically from the Colorado Secretary of State’s Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State’s Web site, http://www.sos.state.co.us/bsCertificateSearchCriteria.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.”
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for the 5 Point Film Festival on April 19, 20, and 21.

Date: March 7, 2018

I have found no records that would cause me to recommend denial of this liquor license
special event application to serve alcohol at the 5 Point Film Festival on April 19, 20, and 21,
2018.

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April 20 at Steve’s Guitar from 12:00 am to 11:59 pm
April 21 at Steve’s Guitar from 12:00 am to 11:59 pm

April 20 at 956 Hwy 133 at 7:00 pm to 11:59 pm
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Meaghan Lynch / Event Manager

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

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

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X SOCIAL

[ ] ATHLETIC

[ ] FRATERNAL

[ ] CHARTERED BRANCH, LODGE OR CHAPTER

[ ] PATRIOTIC

[ ] OF A NATIONAL ORGANIZATION OR SOCIETY

[ ] POLITICAL

[ ] RELIGIOUS INSTITUTION

PHILANTHROPIC INSTITUTION

POLITICAL CANDIDATE

MUNICIPALITY

TYPE OF SPECIAL EVENT APPLICANT IS APPLYING FOR:

X MALT, VINOUS AND SPIRITUOUS LIQUOR $50 PER DAY

FEMINATED MALT BEVERAGE (3.2 BEER) $10 PER DAY

LIQUOR PERMIT NUMBER

STATE SALES TAX NUMBER (REQUIRED)

5 Point Film Festival

042 59 574-0000

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

2100 DOLORES WAY

CARBONDALE, CO 81623

19 N 4TH STREET

CARBONDALE, CO 81623

3. ADDRESS OF SPECIAL EVENT

NAME

MEAGHAN LYNCH

DATE OF BIRTH

EMAIL ADDRESS

MEAGHAN@5POINTFILM.ORG

PHONE NUMBER

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?

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 4/19/2018

Hours From 7:00 p.m. To 11:59 p.m.

Date 4/20/2018

Hours From 12:00 a.m. To 11:59 p.m.

Date 4/21/2018

Hours From 12:00 p.m. To 11:59 p.m.

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

MEAGHAN LYNCH

TITLE

EXECUTING DIRECTOR

DATE

12/4/2017

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

THEREFORE, THIS APPLICATION IS APPROVED.

SIGNATURE

TITLE

DATE

LOCAL LICENSING AUTHORITY

ATTEST
December 4, 2017

TO: Town of Carbondale Board of Trustees  
FR: Steve Standiford – Steve’s Guitars  
RE: SPoint Film Festival Events at Steve’s Guitars

We will be renting out space to the SPoint Film Festival for their kick-off party on Thursday, 4/19/2018, as we have in previous years. We are pleased to work with the festival again and gladly give our permission for them to use our space.

The festival has permission to use our space for their kick-off gathering where alcohol will be served on 4/19/18 starting around 7pm to midnight and 4/21/18 from midnight to around 2:00am.

In addition, Steve’s Guitars will be providing the “rainy day” backup location for Confluence festival programming from Thursday, April 19, 2018 through Sunday, April 22, 2018.

We look forward to working with the SPoint Film Festival staff and volunteers. It’s a great event for the town and we love being part of it.

Sincerely,

Steve Standiford  
Steve’s Guitars
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,

5 Point Film Festival

is a
Nonprofit Corporation

formed or registered on 11/19/2007 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 20071528714.

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Secretary of State of the State of Colorado

End of Certificate

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To: Mayor Dan Richardson and Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for the 5 Point Film Festival on April 20, 21 and 22.

Date: March 7, 2018

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol at the 5 Point Film Festival on April 20, 21 and 22, 2018.

April 20 at 567 Colorado Ave. from 1:00 pm to 11 pm
April 21 at 567 Colorado Ave. from 10:00 am to 11 pm
April 22 at 567 Colorado Ave. from 1 pm to 8 pm

April 22 at 4th Street Plaza at 9:00 am to 8 pm

Meaghan Lynch / Event Manager

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

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

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

LIQUOR PERMIT NUMBER

STATE SALES TAX NUMBER (REQUIRED)

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE:

POINT FILM FESTIVAL

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY:

2100 DELORES WAY
CARBONDALE, CO 81623

3. ADDRESS OF SPECIAL EVENT:

4TH STREET PLAZA PARK
362 MAIN ST.
CARBONDALE, CO 81623

NAME

DATE OF BIRTH

EMAIL ADDRESS

PHONE NUMBER

4. PRES/SECR OF ORG. OR POLITICAL CANDIDATE

5. EVENT MANAGER

MEAGHAN LYNCH

MEAGHAN@5POINTFILM.ORG

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

☒ NO ☐ YES HOW MANY DAYS?

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

☒ NO ☐ YES TO WHOM?

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

☐ NO ☐ YES HOW MANY DAYS?

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

Date 4/22/18

Date

Date

Date

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

MEAGHAN LYNCH

TITLE

EXECUTIVE DIRECTOR

DATE

12/4/17

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
December 4, 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 Meaghan Lynch and the SPoint Film Festival. The Town of Carbondale Parks and Recreation Department has given the SPoint Film Festival permission to use 4th Street (between Main Street and the alley), 4th Street Plaza and Park area for the SPoint Film Festival to be held Thursday, April 19, 2018 through Sunday, April 22, 2018. The hours for set up, the festival and breakdown will be:

- Thursday, April 19, 2018 9:00AM – 5:00PM
- Friday, April 20, 2018 9:00AM – 5:00PM
- Saturday, April 21, 2018 9:00AM – 5:00PM
- Sunday, April 22, 2018 9:00AM – 8:00PM

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

Sincerely,

Eric Brendlinger
Town of Carbondale
Parks & Recreation Department Director
To Whom It May Concern:

My name is Randy Metz. I have been authorized my principal to grant 5Point Film conditional permission for the use of my principal’s property behind the Thunder River Theater (back parking lot) and the property located at or near 380 Main Street (4th Street Park) from April 20-23, 2017 for the purposes of the 5Point Film Festival.

My principal’s permission is subject to and contingent on 5Point Film providing my office with additional insured endorsements naming my principal and the properly named ownership entities as an additional insureds under its liability policy with the agreed upon coverage limits, along with the proof of the same, and executing the appropriate indemnification and waiver agreements.

Of course, my principal’s permission is also contingent on 5Point Film and its affiliated entities, representatives, employees, agents, contractors, business invitees, licensees, and social guests compliance with all local or governmental rules and regulations of with respect to the use of the premises.

Thank you for your attention. Please do not hesitate to contact me if you have any questions or require any additional information.

Very truly yours,

PARK & METZ, LLP

[Signature]

Randy S. Metz

March 14, 2017
February 28, 2018

To Whom It May Concern:

My name is Randy Metz. I have been authorized by my principal to grant SPoint Film conditional permission for the use of my principal's property located next to Thunder River Theater and the adjacent dirt lot from April 19-22, 2018 for the purposes of the SPoint Film Festival.

My principal's permission is subject to and contingent on SPoint Film naming my principal and the properly named ownership entity as an additional insured under its liability policy along with the proof of the same, and executing the appropriate indemnification and waiver agreements.

Of course, my principal's permission is also contingent on SPoint Film and its affiliated entities, representatives, employees, agents, contractors, business invitees, licensees, and social guests compliance with all local or governmental rules and regulations of with respect to the use of the premises.

Thank you for your attention. Please do not hesitate to contact me if you have any questions or require any additional information.

Sincerely,

/S/ Randy S. Metz

Randy S. Metz, Esquire
To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for the 5 Point Film Festival on April 20, 21 and 22.

Date: March 7, 2018

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol at the 5 Point Film Festival on April 20, 21 and 22, 2018.

April 20 at 567 Colorado Ave. from 1:00 pm to 11 pm
April 21 at 567 Colorado Ave. from 10:00 am to 11 pm
April 22 at 567 Colorado Ave. from 1 pm to 8 pm

April 22 at 4th Street Plaza at 9:00 am to 8 pm

Meaghan Lynch / Event Manager

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

IN ORDER TO QUALIFY FOR A SPECIAL EVENTS PERMIT, YOU MUST BE NON-PROFILE
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:

☑ MAL, VINOS AND SPIRITUOUS LIQUOR $50 PER DAY
☑ FERMENTED MALT BEVERAGE (3.2 BEER) $10 PER DAY

LIQUOR PERMIT NUMBER

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

5 POINT FILM FESTIVAL

STATE SALES TAX NUMBER (REQUIRED)

04259 574-0000

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

2100 DELORES WAY

CARBONDALE, CO 81623

3. ADDRESS OF SPECIAL EVENT

567 COLORADO AVE

CARBONDALE, CO 81623

NAME

DATE OF BIRTH

EMAIL ADDRESS

PHONE NUMBER

4. PRES/SECOY OF ORG. OR POLITICAL CANDIDATE

MEAGHAN LYNCH

MEAGHAN.LYNCH@5POINTFILM.ORG

5. EVENT MANAGER

MEAGHAN LYNCH

MEAGHAN.LYNCH@5POINTFILM.ORG

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

☑ NO

☑ YES HOW MANY DAYS?

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

☑ NO

☑ YES TO WHOM?

8. DOES THE APPLICANT HAVE POSSESSION OR WRITTEN PERMISSON 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

4/20/2018

4/21/2018

4/22/2018

Hours From

1000 M

1000 M

1000 M

To

1100 M

1100 M

1100 M

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

DATE

EXECUTIVE DIRECTOR

12/4/2017

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.

THEREFORE, THIS APPLICATION IS APPROVED.

SIGNATURE

TITLE

DATE

LOCAL LICENSING AUTHORITY

ATTEST
December 4, 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 Meaghan Lynch and the 5Point Film Festival. The Town of Carbondale Parks and Recreation Department has given the 5Point Film Festival permission to use Carbondale Recreation & Community Center for the 5Point Film Festival to be held Thursday, April 19, 2018 through Sunday, April 22, 2018. The hours for set up, the festival and breakdown will be:

- Wednesday, April 18, 2018  9:00PM – 12:00AM  Set-Up No Liquor
- Thursday, April 19, 2018  12:00AM – 9:00PM
- Friday, April 20, 2018  6:00AM – 11:00PM
- Saturday, April 21, 2018  6:00AM – 11:00PM
- Sunday, April 22, 2018  6:00AM – 11:00PM
- Monday, April 23, 2018  6:00AM – 11:00PM  Clean-Up No Liquor

Please contact the Town of Carbondale Parks and 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,

5 Point Film Festival

is a Nonprofit Corporation

formed or registered on 11/19/2007 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 20071528714.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/16/2017 that have been posted, and by documents delivered to this office electronically through 06/21/2017 @ 09:10:49.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/21/2017 @ 09:10:49 in accordance with applicable law. This certificate is assigned Confirmation Number 10303193.

[Signature]
Secretary of State of the State of Colorado

************************************************************************************End of Certificate************************************************************************************

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is safe 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/centre/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."
# 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 have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### Coverages

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<td>AGGREGATE</td>
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Description of operations / locations / vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Holder is Additional Insured under General Liability with respect to ongoing operations as required by written contract.

### Certificate Holder

**Town of Carbondale**  
511 Colorado Avenue  
Carbondale, CO 81623

### Cancellation

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

**AUTHORIZED REPRESENTATIVE**

-Brooke Walls-

---

© 1988-2015 ACORD CORPORATION. All rights reserved.
To: Mayor Dan Richardson and  
Carbondale Board of Trustees

From: Gene Schilling  
Chief of Police, Carbondale Police Department

Ref.: Liquor License Special Event for the 5 Point Film Festival on April 19, 2018 at 400-598 and 567 Colorado Ave.

Date: March 7, 2018

I have found no records that would cause me to recommend denial of this liquor license special event application to serve alcohol at the 5 Point Film Festival at 400-598 and 567 Colorado Ave from 3:00 pm to 11:00 pm.

Meaghan Lynch Event Manager

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

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

- SOCIAL
- 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
- FEMETED MALT BEVERAGE (3.2 BEER) $10 PER DAY

LIQUOR PERMIT NUMBER

STATE SALES TAX NUMBER (REQUIRED)

1. NAME OF APPLICANT ORGANIZATION OR POLITICAL CANDIDATE

**5POINT FILM FESTIVAL**

2. MAILING ADDRESS OF ORGANIZATION OR POLITICAL PARTY

**2100 DELORES WAY**
**CARBONDALE, CO 81623**

3. ADDRESS OF SPECIAL EVENT

**400-598 COLORADO AVE.**
**CARBONDALE, CO 81623**
**+ 567 COLORADO AVE (REC)**

NAME

EMAIL ADDRESS

PHONE NUMBER

4. PRES/SECY OF ORG. OR POLITICAL CANDIDATE

5. EVENT MANAGER

**MEAGHAN WINN**

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

- NO
- YES

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

- NO
- YES

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

- NO
- YES

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

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<th>Date</th>
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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**

**TITLE**

**EXECUTIVE DIRECTOR**

**DATE**

12/4/2017

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

THEREFORE, THIS APPLICATION IS APPROVED.

**SIGNATURE**

**TITLE**

**DATE**

**LOCAL LICENSING AUTHORITY**

**ATTEST**
December 4, 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 Meaghan Lynch and the 5Point Film Festival. The Town of Carbondale Parks and Recreation Department has given the 5Point Film Festival permission to use Colorado Avenue and the Carbondale Recreation and Community Center area for the 5Point Film Festival Van Life Rally to be held Thursday, April 19, 2018. The hours for set up, the festival and breakdown will be:

- Thursday, April 19, 2018 3:00PM – 11:00PM

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

Sincerely,

Eric Brendlinger
Town of Carbondale
Parks & Recreation Department Director
Colorado Ave between 4th street and 6th street closure

A. One Type 3 and Two type 2 Street Closed barricades
B. No Left Turn Signs
C. No right Turn Signs
D. Street Closed Ahead signs
E. Detour Signs
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,

5 Point Film Festival

is a Nonprofit Corporation

formed or registered on 11/19/2007 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 20071528714.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/16/2017 that have been posted, and by documents delivered to this office electronically through 06/21/2017 @ 09:10:49.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/21/2017 @ 09:10:49 in accordance with applicable law. This certificate is assigned Confirmation Number 10303193.

Secretary of State of the State of Colorado

*******************************************************************End of Certificate*******************************************************************

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February 28, 2018

To Whom It May Concern:

My name is Randy Metz. I have been authorized my principal to grant 5Point Film conditional permission for the use of my principal’s property located next to Thunder River Theater and the adjacent dirt lot from April 19-22, 2018 for the purposes of the 5Point Film Festival.

My principal’s permission is subject to and contingent on 5Point Film naming my principal and the properly named ownership entity as an additional insured under its liability policy along with the proof of the same, and executing the appropriate indemnification and waiver agreements.

Of course, my principal’s permission is also contingent on 5Point Film and its affiliated entities, representatives, employees, agents, contractors, business invitees, licensees, and social guests compliance with all local or governmental rules and regulations of with respect to the use of the premises.

Thank you for your attention. Please do not hesitate to contact me if you have any questions or require any additional information.

Sincerely,

/S/ Randy S. Metz

Randy S. Metz, Esquire
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,

5 Point Film Festival

is a Nonprofit Corporation formed or registered on 11/19/2007 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 20071528714.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/16/2017 that have been posted, and by documents delivered to this office electronically through 06/21/2017 @ 09:10:49.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/21/2017 @ 09:10:49 in accordance with applicable law. This certificate is assigned Confirmation Number 10303193.

[Signature]
Secretary of State of the State of Colorado

**************************************************************************************************
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March 5, 2018

CRCC Facility use agreement, Colorado Avenue Street Closure, 4th street Plaza Park Rental for the
5 Point film festival

April 19, 20, 21,22, 2018

Special Event Liquor License BOT review on Tuesday, March 13th, 2018

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 contract 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

Police Chief

Town Manager

Public Works Director

Town Clerk
TOWN OF CARBONDALE
RECREATION & COMMUNITY CENTER
RENTAL AGREEMENT

(FOR SPECIAL EVENTS OF MORE THAN 250 PARTICIPANTS)

This Agreement is made and entered into by and between the Town of Carbondale (TOWN), a home rule municipality of the State of Colorado and 5Point Film (RENTER) for the following function 5Point Film Festival whose address and contact information is as follows:

2100 Dolores Way
Carbondale CO 81623

Evan Zislis - Community Liaison
Cell: 970-366-2532
Email: Evan@5Pointfilm.org

Meaghan Lynch – Executive Director
Cell: 609-306-4393
Email: Meaghan@5pointfilm.org

The parties do hereby agree to the following:

1. **PREMISE:**

The site of the 5Point Film Festival (EVENT NAME) shall take place at the Carbondale Recreation & Community Center Premises (inside & outside) referred to as “CRCC”. (RENTER) is hereby granted an exclusive right of use according to the following schedule:

- Tuesday, April 17, 9:00pm – 6:00am
- Wednesday, April 18, 6:00am – 9:00pm
- Thursday, April 19, 6:00am – 11:00pm
- Friday, April 20, 8:00am – 11:00pm
- Saturday, April 21, 8:00am – 11:00pm
- Sunday, April 22, 8:00am – 11:00pm

1.1 (RENTER) anticipates that the total number of attendees (including 100 staff & volunteers, and 200 guests & performers) at the EVENT will be approximately 2000 people.

2. **EVENT MANAGEMENT PLAN:**

(RENTER) shall provide EVENT MANAGEMENT PLAN to Town of Carbondale Recreation Center Manager by April 14, 2018. This Event Management Plan requires a written narrative that covers each of the topic items listed below. Please use both the **corresponding Letter listed & Topic Item** (bold print) as a “Heading” for your required narrative.

A) Names of EVENT ORGANIZERS & STAFF PERSONNEL assisting and their phone numbers (including cell phone #)

- Evan Zislis - Community Liaison – 970-366-2532 / evan@5pointfilm.org
- Tracy Wilson – Volunteer Manager – 970-710-1083 / Tracy@5pointfilm.org
- Meaghan Lynch – Executive Director – 609-306-4393 / Meaghan@5pointfilm.org

B) SET-UP PLAN (describe set-up prior to actual event)

Set up will begin Tuesday April 17, 2018 at 9:00pm and continue through Thursday during the hours denoted above. In the gym: Recreation Center will only be responsible for setting up back
curtains. 5Point Film volunteers will set up surrounding curtains on the walls of the gym, a temporary stage at the far end of the gym, chairs and tables. We will use the allotted 400 chairs from the CRCC and Bethel Party Rental will deliver approximately 550 chairs along with a 20x30 tent, which will be placed just to the north of the covered courtyard. Alchemy AV will also be present, setting up the lights and sound; their AV station will be at the NW corner of the gym. In and around the main foyer 5Point volunteers will be decorating and hanging signage throughout the CRCC; these will consist of basic drapes, paintings, prayer flags, posters, etc. An airstream will be positioned in the back of CRCC for the VIP area. The workout room and climbing wall will remain open during all set up times. On Thursday, April 20, the CRCC kitchen, lobby, outdoor pavilion entry, and two 20x30 tents will be set-up before the event begins. This will also include transporting beer into the kitchen and other serving stations, concessions into the foyer, and food into a 20x30 tent outside. Detailed set-up and day of production timelines will be provided by April 14, 2017.

C) SITE MAP of CRCC (town provided) that shows locations where everything is taking place

D) EVENT SCHEDULE (listing set-up times, event times, and take-down/cleanup times)

Tuesday, April 17—Alchemy to set up 9:00pm – 6:00am
Wednesday, April 18—Set up: 6:00am – 9:00pm
Thursday, April 19—Set up: 9:00am // Street closure: 3:30pm – 11:00pm

Van Life Opening Reception: 4:00pm to 7:00pm // Film Program 1: 7:00pm – 10:00pm
Friday, April 20—Free High School Program: 1:00pm – 3:00pm // Reception: 5:00pm – 7:00pm

// Film Program 2: 7:00pm – 10:00pm
Saturday, April 21—Kids Program: 11:00am – 12:30am // Climbing wall & ice cream social:
12:30pm – 2:00pm // Feature Film: 2:30pm – 5:00pm
Reception: 5:00pm – 7:00pm // Film Program 3: 7:00pm – 10:00pm
Sunday, April 22—Film Program 4: 2:30pm-5:30pm

Clean up begins immediately following the last film for each program night. On the last night, Sunday April 22, we will have the gym and lobby completely broken down and vacated. Decorations will be removed, chairs broken down, Alchemy will remove equipment, trash will be removed, etc. Bethel Party Rental will take down tent and remove all rental equipment from outside of the venue on Monday. A thorough cleaning will take place Sunday evening after the space is cleared.

E) MAP OF LIQUOR LICENSE POINT OF SALE (with locations of entrance/exit gates, security personnel, and fencing locations (if applicable) used to secure & prevent alcohol taken off premise)

See Attached.

F) CROWD MANAGEMENT PLAN (describe staff & security approach to unruly patron behavior, alcohol intoxication, illegal drug use/possession, refusal to leave if requested)

5Point Film will have at least eight (8) volunteer security personnel, which will be posted at every entrance/exit to make sure that no alcohol leaves the premises. Over consumption will be curbed ahead of time by bartenders and unruly behavior will not be tolerated. 5Point has trained security volunteers in friendly intervention who have sufficient event experience should an issue arise. We will also have TIPS trained 5Point volunteers and staff that will oversee checking IDs, the sale and service of alcohol. Alcohol service will end at 10:00pm every night of the show i.e. one half hour before the event concludes.

G) ON-SITE PARKING MANAGEMENT PLAN (describe north parking lot staffing)
CRCC Special Event rental agreement 250 plus participants

5Point Film will have a volunteer parking person on hand before each event to oversee parking lot.

H) OFF-SITE TRAFFIC & PARKING MANAGEMENT PLAN (may be required – #2.5 below)

I) LOADING & UNLOADING PLAN (describe policy & procedure for getting equipment in)

As with previous years, we will use the rear gym door and front door to load and unload. Chairs, AV equipment, food/beverage, and decorations will all use these two entry/exit points. 5Point Film and Alchemy will be conscious of the neighbors and noise level with regard to the timing of the load in/load out and sound checks. Exterior doors will remain shut after 10:00pm.

J) CONCESSIONAIRE LOCATIONS (describe locations & required Town sales tax submittal)

Concessions will take place under the awning over the entrance and in the main foyer. During the opening reception on Thursday and subsequent receptions Friday, Saturday, and Sunday there will be two vendors selling food in the grassy lot next to the Thunder River Theater or in the grassy lot behind the Town of Carbondale government building in 10'x10' pop up tents. Saturday and Sunday there will be two (2) vendors selling food prior to the evening program and during intermissions and after the show. Food will be sold both inside the CRCC and outside in the tent. Vendors selling food will be required to have the proper sales tax permitting. During all film programs beer and wine will be sold from the kitchen inside the gym and in the VIP area. Beer and wine will also be sold on the side, covered porch during all reception events and intermissions. 5Point Film will adhere to the proper sales tax licensing procedures and report for this event. Bar will close at 10:00pm each night, one half hour before program ends.

K) SIGNAGE PLAN (describe signs RENTER is providing; see list below)

- Kinds of shoes prohibited on gym floor to prevent damage (discuss with CRCC staff)
- Smoking area, dance floor area, portable toilet area, parking signs, emergency access, etc.
5Point Film will provide adequate restroom signs and parking signs. There will not be a designated smoking area nor will we have a dance floor.
- No carry-in or carry-out of alcohol or glass on CRCC PREMISE
5Point will manage with security personnel at each entrance/exit and "no alcohol beyond this point" signage.
- No open containers of alcohol allowed on CRCC PREMISE (except in licensed area)
- No cameras, cell phones, recording devices (optional depending upon event)
- No dogs allowed on CRCC PREMISE
- No unauthorized vending on CRCC PREMISE

L) TRASH PLAN (see below #3)

5Point Film will have designated staff to manage trash disposal during the event, making sure that recycling is properly managed and trash is emptied properly. Composting and recycle will be trucked out via Evergreen Events by April 23, 2018.

M) SANITATION TOILET PLAN (additional portable toilets may be required - see below #4)

2.1. (RENTER) shall be responsible for maintaining an emergency access to CRCC, to the satisfaction of TOWN and/or the Carbondale & Rural Fire Protection District.

2.2 (RENTER) understands that vehicles are not allowed on grass or xeriscape areas within outside CRCC PREMISE, and only within designated parking areas. Loading and unloading plan required.
2.3 (RENTER) shall coordinate with Recreation Center Manager and/or Police Chief that adequate security is provided within CRCC before, during and after event.

2.4 (RENTER) shall be responsible for paying for all property, equipment, and facility damage (whether inside or outside) to CRCC as a result of hosting this special event. If damage deposit funds held by TOWN are insufficient to cover damage, (RENTER) shall be required to pay any additional repair costs plus 15% once notified by TOWN to do so by a certain time or date.

2.5 (RENTER) may be required to provide for the management of pedestrians, bicycles, and vehicular traffic at all EVENT activity locations, including the CRCC, its north parking lot, Colorado Avenue, 4th Street and 6th Street. If required, an OFF-SITE TRAFFIC & PARKING MANAGEMENT PLAN shall be delivered to the Recreation Center Manager by April 13th, 2018 who will coordinate and get approval for this plan by the Public Works Department and Police Department.

3. TRASH PLAN:
(RENTER) shall provide for the pick-up and removal of all trash and recyclable materials, both on and off the EVENT site, which results from hosting the EVENT (town dumpster(s) on site may not be used).

1.1. It is the responsibility of (RENTER) to collect refuse from CRCC at the close of the EVENT. (RENTER) may comply by (1) hiring a trash contractor who provides appropriate container(s); (2) provides Town approved containers at its expense; or (3) provides a refuse removal plan that prevents the accumulation of refuse.

3.2 (RENTER) shall provide a plan or their contract for removal of trash and recyclable materials so that it occurs no later than April 23, 2018 from within CRCC, and no later than April 23, 2018 from off the CRCC Premises.

4. SANITATION TOILET PLAN:
4.1 Additional outside sanitation portable toilets may be required at CRCC for EVENT. (RENTER) may be required to contract with a Sanitation Provider to install five (5) portable toilets at CRCC depending on number of expected attendees. If required, a written plan for locating and maintaining portable toilets shall be provided to Recreation Center Manager. (RENTER) shall remove all waste disposal in accordance with applicable State laws, and all portable toilet facilities shall be removed from CRCC Premises no later than April 23, 2018.

4.2 (RENTER) is responsible for keeping clean and stocking toilet paper within portable toilets from beginning to end of EVENT.

4.3 (RENTER) shall provide their staff to ensure CRCC inside bathrooms are kept clean, sanitary, and picked up during EVENT. Notify Rec. Dept. staff if toilet paper is needed.

5. CRCC RENTAL USER FEE & CLEANUP/DAMAGE DEPOSIT FEE:
5.1 (RENTER) shall submit payment in the form of a check, cash, or credit card (Master card, Visa, Discovery) payable to CARBONDALE RECREATION & COMMUNITY CENTER, for the CRCC RENTAL AGREEMENT USER FEE.
5.2 A separate transaction with check, cash or credit card **payable to: TOWN OF CARBONDALE** for the CRCC CLEANUP/DAMAGE DEPOSIT FEE

5.3 These fees must be paid in full to Recreation Center Manager no later than April 13, 2018.

All or 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 including cleaning fees after the event. The deposit shall not limit (RENTER) from liability for such expenses in excess of the Cleanup/Damage Deposit Fee submitted. If no damage is present, the damage deposit will be returned within 30 days after completion of (RENTER) use of the CRCC. The TOWN has the right to deduct from the damage deposit for losses sustained or amounts owed by the (RENTER) pursuant to this Agreement which may take longer than 30 days. An itemized list of deductions will be provided. (RENTER) understands that should illegal presence, consumption of alcoholic beverages or controlled substances occur on CRCC premises during the event by (RENTER) or guests, the full amount of the Damage Deposit may be forfeited to TOWN for violation of state and local liquor laws and the function may be terminated at the time of infraction.

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

7. **TOWN OF CARBONDALE SPECIAL EVENT MALT LIQUOR PERMIT REQUIREMENTS: (For Non-profits only)**
(RENTER) shall submit to Carbondale Town Clerk, Cathy Derby, the following required listed items by March 2, 2018

(a) Town of Carbondale Special Event Liquor License Application (provided by Town Clerk or available on the Town of Carbondale Website, www.carbondalegov.org under the forms banner) accompanied by a $50.00 per day fee (check payable to: Town of Carbondale)

(b) Copy of Colorado Secretary of State Certificate stating (RENTER) is a non-profit corporation in good standing within the last two years (if applicable).

(c) Letter stating: Set-up plans for serving alcohol (AND) Policy plans for serving alcohol (TIPPS training, ID carding, wrist bands, etc.)

(d) Copy of deed, lease or written permission of owner for use of the premises.

(e) Location diagram map (8 ½" x 11") of CRCC area to be licensed reflecting alcohol serving area, alcohol consumption control area with fencing, ropes, barriers, ingress & egress, location of ID checkers and security personnel. Note: If the event is to be held outside, please submit evidence of intended control, i.e. fencing, ropes, barriers, etc.

8. **INDEMNIFICATION:**
(RENTER) agrees to indemnify Town of Carbondale, the Carbondale Recreation & Community Center, 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.

9. **INSURANCE:** applicable to events open to the public, not for private, invitation only events. (RENTER) shall obtain general liability insurance coverage in an amount and form acceptable to the (TOWN), naming the TOWN OF CARBONDALE as an additional insured and insuring TOWN OF CARBONDALE and its officers, agents and employees against any and all liability and damages which may arise out of or directly or indirectly result from the conduct of the EVENT. The *minimum* limits and requirements of the coverage shall include:
   * $1,000,000 per occurrence primary coverage, and $2,000,000 annual aggregate
   * Host and general liquor liability insurance in the same amounts listed above
   * $1,000,000 personal and advertising injury coverage; and
   * $50,000 fire damage.

Certificates of insurance shall be provided to CARBONDALE Town Clerk by April 14, 2017 and a copy to the Recreation Center Manager by April 13, 2018.

10. **CANCELLATION OF EVENT:**
    The EVENT may be canceled by the Town of Carbondale Town Manager, the Recreation Department Director, the Recreation Center Manager, or his/her designee, if the terms of this Agreement 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 damage deposits minus any expenditures incurred by CRCC. Neither party shall be liable to the other for any lost profits, lost revenues or consequential damages in the event of such cancellation. The renter will forfeit 100% of reservation deposit, which is 50% of the facility rental fee if they fail to cancel rental within one week (7 days) of the event. If the rental is cancelled 7 days or more in advance the renter will lose 10% of their reservation deposit as a booking fee due to our inability up until that time to rent the space and potential lost revenue.

11. **RELEASE OF LIABILITY:**
    TOWN or CRCC assumes no responsibility whatsoever, for any non-municipal property used within CRCC PREMISES, 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 of CRCC PREMISES under this Agreement.

12. **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.

13. **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 thereunder, 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.
RECREATION CENTER MANAGER REVIEW AND COMMENTS:
Please provide your office supplies & limit volunteers behind front desk to essential personnel only.

RECOMMENDATION: [ ] APPROVAL [X] DENIAL

Conditions Suggested:

PARKS & RECREATION DIRECTOR REVIEW AND COMMENTS:
Post exit signs in front of doors in gym. 9:00 AM max per fire code.

RECOMMENDATION: [X] APPROVAL [ ] DENIAL

Conditions Suggested:

POLICE CHIEF REVIEW AND COMMENTS: if needed

RECOMMENDATION: [X] APPROVAL [ ] DENIAL

Conditions Suggested:

TOWN MANAGER REVIEW AND COMMENTS: if needed

RECOMMENDATION: [X] APPROVAL [ ] DENIAL

Conditions Suggested: must cancel alcohol permits.
ATTACHMENT Hf

CRCC Special Event Public Rental Agreement 250 or more participants

TOWN OF CARBONDALE:

Event Organizer Signature Date

Authorized To Sign Agreement

Event organizer name printed Date

EVENT REQUIREMENTS APPROVED:

Eric Brendlinger Date
Parks & Recreation Director

LIQUOR LICENSING APPROVAL:

Gene Schilling Date
Police Chief

CRCC Manager Date

(EVENT NAME) Film Festival
3/7/18

3/12/18

Meaghan Lynch

3/6/18

Cathy Derby
Town Clerk

3/13/18

3-7-18
**EXHIBIT A : Security**

**Security:** An adequate number of properly trained and qualified security guards, that work for a bonded & insured company, whose main business purpose is to conduct event security, shall be provided, at RENTER cost, by RENTER, if deemed necessary by TOWN staff. Security is required for all events that are invitation only/private rentals of CRCC space when alcohol is served. Non-profit sponsored public events that have processed a Special Event Liquor License, may have this requirement waived, if they can provide an adequate number of trained volunteers and a comprehensive event management plan that mitigates staff concerns for public safety, event monitoring and the following of applicable federal and state laws.

**General Guidelines:**

a. RENTER is required to provide security for special events over 150 people at the CRCC.
b. Until the security personnel arrive, alcohol at the event will not be allowed to be served.
c. Security is required to arrive fifteen (15) minutes prior to the beginning of the event. Based on the number of people and type of event, one (1) to five (5) officers are required to remain continuously for the duration of the event and until the premises have been completely vacated and locked.
d. Security personnel shall:
   1. Monitor to ensure that no under-age alcohol consumption or illegal drug use occurs.
   2. Monitor for fighting or other inappropriate behavior.
   3. Monitor event to ensure that only expected / invited persons are admitted to the event.
   4. Monitor the number of persons admitted based on the Agreement.
   5. Monitor rental space and all associated public areas.
   6. Monitor event attendees to ensure that they remain in appropriate areas and not in off-limits areas in or around the facility.
   7. Monitor parking lot area hourly.
   8. Other appropriate duties related to security and event monitoring as requested by person-in-charge of event and / or Event Coordinator.

**Events without alcohol Security Ratios** (# of Participants: Security Personnel)

<table>
<thead>
<tr>
<th>Security Personnel</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1</td>
<td>0-1</td>
</tr>
<tr>
<td>1-2</td>
<td>1-2</td>
</tr>
<tr>
<td>3-5</td>
<td>3-5</td>
</tr>
</tbody>
</table>

**Events with alcohol Security Ratios** (# of Participants: Security Personnel)

<table>
<thead>
<tr>
<th>Security Personnel</th>
<th>Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-2</td>
<td>0-2</td>
</tr>
<tr>
<td>2-3</td>
<td>2-3</td>
</tr>
<tr>
<td>4-5</td>
<td>4-5</td>
</tr>
</tbody>
</table>

**For private / invitation only events:** Attach a signed copy of security contract, displaying number of security guards and hours they will be employed for your function. Security must be present anytime alcohol is served and must remain until the facility is locked up and staff has safely exited the premises & the property. Contract Due date: ___________ Date received: ___________

**For Non-Profit Special Events with liquor licenses:** Event management plan satisfies security requirement. [ ] Yes [x] No (If not, event must comply by hiring a security company and providing a signed copy of security contract, with # of security guards & hours.) Contract Due date: ___________ Date received: ___________

I have read the above Agreement, and will comply with it during my use of the CRCC Premises.
Exhibit B: Occupancy Loads and Fee Structures

CRCC facilities to be used. Maximum capacity for entire building cannot exceed 1,483. None of the fire exits can be blocked with renter equipment and all exit signs must always be visible and on.

Gymnasium Net Floor Area: 6,300 Sq. Ft.
- Occupant Load (concentrated, chairs only not fixed): 900
- Occupant Load (standing space): 1,260
- Occupant Load (unconcentrated, tables & chairs): 420

Activity Multi Purpose Room Net Floor Area: 315 Sq. Ft.
- Occupant Load (concentrated, chairs only not fixed): 45
- Occupant Load (standing space): 63
- Occupant Load (unconcentrated, tables & chairs): 21

Lobby Net Floor Area: 798 Sq. Ft.
- Occupant Load (standing space): 160
<table>
<thead>
<tr>
<th>Amenity</th>
<th>Per hour</th>
<th>Day rate (6+ hours)</th>
<th>Deposit</th>
<th>Room Rental Fee</th>
<th>Damage Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Gymnasium Rental</td>
<td>$95 / $132</td>
<td>$473 / $662</td>
<td>$300 / $600</td>
<td>$473 x 2 = $946</td>
<td></td>
</tr>
<tr>
<td>Kitchen</td>
<td>$37 / $51</td>
<td>$184 / $257</td>
<td>$100 / $200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi-purpose room</td>
<td>$32 / $44</td>
<td>$158 / $221</td>
<td>$100 / $200</td>
<td>$158 x 2 = $316</td>
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</tr>
<tr>
<td>Lobby &amp; Patio</td>
<td>$24 / $34</td>
<td>$121 / $168</td>
<td>$100 / $200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entire Facility (closed)</td>
<td>$206 / $288</td>
<td>$1029 / $1439</td>
<td>$1000 / $2000</td>
<td>$1439 x 4 = $5756</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>After Hours &amp; Gym Buff</td>
<td>$24/hr/staff x 41 hours</td>
<td>$24 x 41 = $984</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td>$24/hr/officer x # of guards x hrs =</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(31 after hours + 6 hrs gym buff + 8 hrs covering/uncovering skylights and curtain setup/takedown)

<table>
<thead>
<tr>
<th>General / Business Use</th>
<th>Per hour</th>
<th>Day rate (6+ hours)</th>
<th>Deposit</th>
<th>Room Rental Fee</th>
<th>Damage Deposit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Gymnasium Rental</td>
<td>$121 / $168</td>
<td>$604 / $840</td>
<td>$300 / $600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kitchen</td>
<td>$48 / $67</td>
<td>$242 / $336</td>
<td>$100 / $200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Multi-purpose room</td>
<td>$37 / $51</td>
<td>$184 / $257</td>
<td>$100 / $200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Lobby &amp; Patio</td>
<td>$24 / $34</td>
<td>$121 / $168</td>
<td>$100 / $200</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entire Facility (closed)</td>
<td>$253 / $355</td>
<td>$1285 / $1775</td>
<td>$1000 / $2000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>After Hours &amp; Gym Buff</td>
<td>$24/hr/staff x hrs = 3 hr gym buff =</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Security</td>
<td>$24/hr/officer x # of guards x hrs =</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Underlined = rental rates for functions serving alcohol from 250 participants and up*

**Equipment & Amenities**

- Chairs (250 included w/rental) $2 each additional | Equipment rental fee Waived by volunteers
- Curtain (5 sections) 20' tall x 10' wide $35 per section | Waived by volunteers
- (Staff Time = 2 staff x 2hrs x $24/hr)$96/setup & $96/takedown
- Stage (4 ft by 8 ft sections: 12 sections) $20 per section | (Staff Time = 2 staff x 2hrs x $24/hr)$96/setup & $96/takedown
- Bounce House $75/hr

Subtotal Room Rental $7,018.00
Subtotal Equipment Rental
Additional staff / after hours $984.00
Total Facility Fees $8,002.00
50% of facility charge: $4,001.00
Balance Due $4,001.00

Refundable Damage Deposit Amount
CK # Cash $2,000.00
Expiration Date Name on Card CVC

(Can be processed with a Credit card) MCC/Visa/Discover #
Received 03/02/2018 Returned 03/02/2018
Exhibit C: Renter’s Responsibility During Facility Rentals

Please read and initial all responsibilities of the Renter before and after your party, if you have any questions about these policies please ask a manager so we can explain these policies better. If policies are broken it will result in a loss of your security deposit in the amount that it takes to remedy the situation.

- Tables and chairs will be left in the lobby or gym. It is the renter’s responsibility to set up all tables and chairs in the renter’s designated spots. After event is over tables must be wiped down with disinfectant and stored back in the activity closet. Staff will be available to show where these tables should be stored.

- All chairs must be stacked back on the chair carts, 20 chairs high, and stored at Town Hall in the storage area. CRCC staff can show you exact location for storage. Any chairs that appear dirty must be wiped down.

- It is the renter’s responsibility to cover the surface of the floor with carpet tiles. Carpet tiles should be placed under all rented tables and chairs, sound equipment or anything that may have heavy use and potential wear and tear on the floor must be covered with tiles.

- Carpet tiles should be cleaned off at the end of the event and placed back on the carpet tile caddy in the Gym Storage area.

- It is the Renter’s responsibility to dispose of all garage accumulated at their event. Garage left outside or inside the facility will result in loss of part of your security deposit.

- CRCC staff are NOT responsible to clean the facility during or after the rental. Their duties are to supervise the renter’s cleanup and assist with any questions the renters or guests may have. CRCC are Responsible for setting up and taking down the stage, curtains and any sound equipment rented.

- All spaces rented must be cleaned up properly, please see below:

  Kitchen: The kitchen countertops should be wiped down with disinfectant spray. Any appliances used such as the refrigerator, stove, dishwasher, and microwave should be cleaned to its original state. Everything brought into the kitchen should be moved out by the end of your rental period. The floor should be swept and mopped.

  Gym: Everything must be out of the gym by the end of your rental agreement which includes: tables and chairs, sound and lighting equipment, carpet tiles, garbage cans, decorations, and etc. The gym floor should be swept including under the bleachers, and any large spills should be hand mopped by the renter. CRCC staff will be responsible to buff out the floor the following day with our scrubber. Any damage to the floor will be noted on your rental agreement and taken out of your security deposit. If gym is not properly cleaned up by the end of the night you will be charged additional fees for staff time to clean up any messes.

  Bathrooms: It is the renter’s responsibility to clean the bathrooms at the end of the night. All bathrooms must be swept and mopped if needed. Any toilets or sinks that are dirty must be cleaned. If trash is overflowing one must remove the trash and put in new trash liners. CRCC staff will be available to assist in changing out toilet paper.

  Lobby: The lobby must be swept and mopped at the end of the night. It is the Renter’s responsibility to wipe down all lobby furniture. Trash cans should be emptied and trash disposed of.

  Outside Patio: The patio must be swept. Tables wiped down. All garbage disposed of.

  Activity Room/Multipurpose Room: It is the Renter’s responsibility to have everything out of the activity room by the end of the rental agreement. Floor should be vacuumed. Tables and chairs used in this room should be put away. The small bathroom inside this room should be cleaned properly. All trash should be discarded.

By signing the line below I fully understand my duties and responsibilities as a renter and understand that by not following CRCC’s policies it will result in loss of my security deposit.

(Renter’s signature)  (Renter’s printed name)
EXHIBIT D

CRCC Special Event Rental 250 plus participants

Rental Check List for Damage Deposit Return

Following rental, all rooms used by (RENTER) will be thoroughly checked by CRCC staff. Any infraction of the Agreement or CRCC Policies may result in a portion or all of damage deposit being retained by TOWN. User agrees to reimburse the TOWN for any cost that exceeds the damage deposit. Signing of this document does not release User from these obligations. Please Sign that you have read and understood this exhibit.

RENTER

<table>
<thead>
<tr>
<th></th>
<th>Scheduled</th>
<th>Actual Usage</th>
<th>Notes: Additional staff cleaning or repair time will be deducted at the rate of $40/hr/staff</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time Set-Up began</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Time Clean-up Ended</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Number of Guests</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Check List:</td>
<td>Acceptable</td>
<td>Unacceptable</td>
<td>Notes:</td>
</tr>
<tr>
<td>Tables &amp; Chairs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clean/Undamaged</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Trash Bagged and removed from facility (Town Dumpster not available for Event Trash)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spills Mopped/Floor Clean</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decorations Removed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facility Equipment intact (Furnishings, Lamps Etc.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bathrooms show no obvious wear or filth</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Renter Equipment Removed</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Lobby clean</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Kitchen Clean</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gymnasium Floor</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Activity/flex room clean</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Equipment Rented: (TV, Podium, microphone, etc.)</td>
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<td></td>
</tr>
<tr>
<td>Patio and Balcony furniture clean/undamaged</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outside area clean/undamaged</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Key Returned, if issued Yes / No</td>
<td>NA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other / Report of Incident Police Called? Incident Report filled out?</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Total amount charged:</td>
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</table>

Signature of Coordinator/Attendant __________________________ Date __________________________
Exhibit E: CRCC Load-in & Load-out Specifications and Rules

Load-in can take place from North, South or West Entrance to facility. Load-out can only take place from North & South entrances or North gym door. No load-out is allowed late at night out of the West gym entrance due to the proximity of residential neighborhoods. All gym doors must remain closed when amplified music or live music is present. Carpet tiles must be used on the gym floor for load-in and load-out of heavy equipment. No vehicles are allowed on the promenade walkway or on any of the grass surrounding the building. No vehicles are allowed on the Promenade Walkway. Parking is available in the North Parking Lot, the South Parking Lot and in the overflow lot to the East of Town Hall.
CRCC Electrical Configuration: Provide this information to the DJ, Band, Audio Visual Company or other sub-contracted entity that will need this information. FYI-We do not have 220 volt service, only 110 volt, so older lighting and sound equipment will not work.
Exhibit G

Carbondale Recreation & Community Center Gym Stage Configurations

Stage requires the following fees: $15 per stage section (4' x 8') 12 sections available = $180.00
8 hours of additional staff time at $24/hr (2 employees 2hrs set up + 2 hrs takedown) = $192.00
Stage includes one bank of stairs with handrails and floor length black skirting around stage perimeter. Stage must be set-up and taken down by employees of the Town of Carbondale.
1 PMT - 5Point Film Festival 8,002.00
5 Point 5 Point
P.O. Box 355
CARBONDALE, CO 81623

Total: 8,002.00

VI...8051 Auth:09157G Paid CC: -8,002.00
MEAGHAN LYNCH

Change: 0.00

X
I agree to pay the amount shown above.
(Customer Copy)

03/02/2018 11:36:39 AM
1692C9
ADMIN
14411

THANK YOU!
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: 5Point Film Festival Kickoff Party

2. Primary Event Organizer: Meaghan Lynch
   a. Cell Phone: 609.306.4393
   b. Email: Meaghan@5pointfilm.org
   c. Address: 2100 Dolores Ave. Carbondale, CO 81623

3. Secondary Event Organizer: Evan Zilsis
   a. Cell Phone: 970.366.2532
   b. Email: Evan@5pointfilm.org
   c. Address: 2100 Dolores Ave. Carbondale, CO 81623

4. EVENT LOCATION: Colorado Ave between 6th and 4th streets

5. EVENT DATE(s): Thursday April 19, 2018

6. EVENT TIME(s): 4:00 PM - 7:00 PM

7. EVENT SET-UP TIME(s): 2:00 PM

8. EVENT BREAK-DOWN TIME(s): 10:30 P.M

9. 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: 500

2. Approximate Event Personnel Numbers:
a) Event Staff Leaders/Committee Organizers in charge: 5
b) Event Volunteers: 10-20
c) Event Contractors: 3
d) Event Security Personnel: 2
e) Event Vendors: 3 (food trucks and beer/wine sales)

3. Event training for personnel? (Yes) Describe? Yes- same staff and volunteers as last year

4. Fee charged to participants? (No)

5. Amplified music at event? (Yes) There will be amplified music (DJ) from 4:00 PM – 7:00 PM in front of the Rec Center. Music will be kept within acceptable 90 decibels level and will be pointed away from the Carbondale Police Station.

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: [M]
   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: [M][M]
   o Locate fencing, barriers/barricades, points of ingress/egress, emergency access: [M]

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

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

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

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

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

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? (No) We are fortunate to have an experienced team of security personnel who have been keeping 5Point Film Festival safe and secure for the past nine years and are working with our volunteer manager to ensure this team is in place and highly functional again this year.

2. If Yes, please provide the following information:
   - Name of Security Company: ________________________________
   - 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: ____________________________
   - Describe duties & functions: ________________________________

3. Will Town of Carbondale Police Dept. enforcement services be requested? (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)
   If Yes, please provide the following information:
   - Name & cell phone of on-site staff designated as medical point of contact:
   - Evan Zisiis – 970.366.2532

2. Will a licensed Emergency Medical Service provider or EMT be provided on-site? (No) The Carbondale Fire Department and local EMT services will be notified that there is a large event going on at the Rec Center throughout the entire weekend.
   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)
   - Location of barricades and/or traffic cones: 4th and Colorado + 6th and Colorado
   - Proposed traffic flow map around road closure: attached
   - Location of informational signage within road closure area: attached
   - 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
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: Alyssa Reindel
- Mailing Address: PO Box 1661, Aspen CO 81612
- Cell Phone: 970.987.3140  Email: alyssa@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 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)  If yes, how many: 5
Number of ADA accessible portable toilets: 1
Is portable handwashing station being provided?  (No)
If no, is there a sanitizer dispenser within toilet?  (Yes)

Please provide the following information regarding event portable restroom provider:
Name of Service Provider: Mountain Refuse Inc.

- Contact Person: Jeremy Frees
- Mailing Address: 351 Airpark Dr # 4, Gypsum, CO 81637
- Cell Phone: (970)-319-3453  Email: jeremy@mrico.net

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): April 19, 2018 3:00 PM – 10:30 PM.

- Alcohol service times: (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: please see the attached map. We will be stationing a security volunteer at all of the entry/exit points of our fenced in barrier.

- Must provide non-transferable ID bands/bracelets for persons 21 and over (Describe your process for identifying legal vs underage patrons): We will have TIPS trained volunteers checking IDs and wrist banding over 21 year old patrons. Alcohol will only be sold to patrons with wristbands.

- Describe how TIPS trained servers will monitor alcohol consumption and intoxication: We will have at least one TIPS trained server at all bars. These volunteers will be managing the sale of alcohol, making sure not to serve intoxicated patrons as well as only selling beer to valid wristband holders. (Note: Servers should not consume alcohol while working a shift, and should not return to shift if they have consumed alcohol)

- Describe how Security staff and/or event server volunteers will provide friendly intervention to individuals who appear intoxicated: We are fortunate to have an experienced team of security personnel who have been keeping SPoint Film Festival safe an secure for the past eight years. We have seen very few alcohol related incidences at our event but in the event of an incident we have a plan in place to communicate the incident to all staff and security personnel over text message and then assign a point person to manage the situation, most likely the person with the nearest proximity to the incident.
o Consider (but not required) designating a “family friendly” seating area. If included, describe the location and include on site plan: N/A

o Will event provide alternative beverages to alcohol? If so, what? Yes, we will have multiple water stations as well as sodas, coffee and tea for sale.

o Will food be available at all times? If so, what? Yes, we will have two food vendors selling hearty food (BBQ, vegetarian meals, etc.) from 4:00 PM – 7:00 PM and a concessions booth at the rec center with additional food and snacks.

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

o How will you handle and mitigate an obviously intoxicated person who is drunk and may be driving home? Our staff, volunteers and security team are trained to be looking out for folks in this condition. In the event of someone needing assistance getting home we will help them arrange a ride home from a friend or family member or call them a taxi. If necessary we will request assistance from the Carbondale police.

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:

o Please describe how food concessionaire(s) will prepare and/or serve food: We will only be working with professional caterers or food trucks that are licensed to prepare and serve food.

o 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: Food trucks will remain parked in their designated spots in the grassy lot across from the Rec Center and food will be stored in professional grade refrigerators inside the food trucks or offsite in commercial kitchens.

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:
- Host and general liquor liability insurance required in the same amounts listed above.

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 at least 7-days prior to event. 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: [Signature]

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: [Signature]

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: [Signature]
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: [Signature]

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: [Signature]

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: [Signature]

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: [Signature]

Event Organizer Name (Please print): Meaghan Lynch

Signature: [Signature] Date: 12/4/17
Colorado Ave between 4th street and 6th street closure

A. One Type 3 and Two type 2 Street Closed barricades
B. No Left Turn Signs
C. No right Turn Signs
D. Street Closed Ahead signs
E. Detour Signs
Street Closed

4PM - 11 PM Today

Due to the 5point Film festival kickoff Party

NO Parking
After 2:00 pm

Thanks!
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,

5 Point Film Festival

is a Nonprofit Corporation

formed or registered on 11/19/2007 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 20071528714.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/6/2017 that have been posted, and by documents delivered to this office electronically through 06/21/2017 @ 09:10:49.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/21/2017 @ 09:10:49 in accordance with applicable law. This certificate is assigned Confirmation Number 10303193.

Secretary of State of the State of Colorado

******************************************************************************End of Certificate******************************************************************************

Notice: A certificate issued electronically from the Colorado Secretary of State’s Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State’s Web site, http://www.sos.state.co.us/biz/CertificateSearchCriteria.do entering the certificate’s confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary for 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.”
# 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 have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### Producer
Neil Garing Insurance
PO Box 1576
Glenwood Springs, CO 81602
Katrina Epp, CIC

### Insured
5 Point Film Festival
PO Box 355
Carbondale, CO 81623

## Coverages

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<th>#</th>
<th>Type of Insurance</th>
<th>Addl/Sub Limit</th>
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<td>09/10/2018</td>
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## Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Holder is additional insured under General Liability with respect to ongoing operations as required by written contract.

## Certificate Holder

**Town of Carbondale**
511 Colorado Avenue
Carbondale, CO 81623

## Cancellation

**TOWNCAR**

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]

Brooke Wells

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.
SPECIAL EVENT MANAGEMENT PLAN STAFF REVIEW & RECOMMENDATION
(With Comments, Conditions, and/or Requirements for Event)

PARKS & RECREATION DIRECTOR:

[Handwritten text: Weds. at 3 pm on Thursday all vehicles in parking spots.]

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

Signature: [Signature] Date: 3-6-18

PUBLIC WORKS DIRECTOR:

[Handwritten text:]

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

Signature: [Signature] Date: 3-6-18

CHIEF OF POLICE:

[Handwritten text:]

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

Signature: [Signature] Date: ____________

TOWN CLERK: (Liquor Licensing Approval)

License Applied For - hearing scheduled 3-13-18

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

Signature: [Signature] Date: 3-6-18

TOWN MANAGER:

[Handwritten text:]

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

Signature: [Signature] Date: 3-6-18
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: 5 Point Confluence

2. Primary Event Organizer: Meaghan Lynch
   a. Cell Phone: 609-306-4393
   b. Email: meachan@5pointfilm.org
   c. Address: 200 Dolores ave, Carbondale, CO 81623

3. Secondary Event Organizer: Evan Zisls
   a. Cell Phone: 970-366-2532
   b. Email: evan@5pointfilm.org
   c. Address: 2100 Dolores Ave. Carbondale, CO 81623

4. EVENT LOCATION: 4th Street Plaza Park

5. EVENT DATE(s): Friday April 20-Sunday, April 22, 2018

6. EVENT TIME(s): Friday-9:30 am – 4:30 pm / Sat. 9:30 am -4:30 pm, Sun 9:00 am – 4:30 pm

7. EVENT SET-UP TIME(s): Friday 7:00 am -9:30 am, Sat. 8:00 am-9:30 am Sunday 8:00 am-9:00 am

8. EVENT BREAK-DOWN TIME(s): Sunday 4:30 pm – 8:00 pm

   Procedures must be in place to avoid neighborhood noise disturbance with event break-down. Breakdown within town parks must end at 10:30 pm; and Downtown breakdown at 11:30 pm

SECTION 2 - EVENT SUMMARY INFORMATION:

1. Approximate number of people expected to attend event: 300-500 each day

2. Approximate Event Personnel Numbers:
   a) Event Staff Leaders/Committee Organizers in charge: 5
   b) Event Volunteers: 20-30 throughout weekend
c) Event Contractors: 2

d) Event Security Personnel: 2

e) Event Vendors: 2 (food truck and beer/wine/liquor sales) Sunday only

3. Event training for personnel? (Yes) Describe? Volunteer event staff will be pulled from 5Points pool of volunteers from previous years and new volunteers will be briefed ahead of time about what their duties will be and trained on-site before their volunteer shift.

4. Fee charged to participants? (No)

5. Amplified music at event? (Yes) Music will be a mix of amplified music played on speakers for ambiance and acoustic tunes played by musicians. Speaker series and podcasts will be amplified over a set of portable speakers. All music and audio will be monitored and kept within the acceptable 90 decibel level.

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

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

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

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

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

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

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).

Have you hired a professional security company to manage event security? (No) We are fortunate to have an experienced team of security personnel who have been keeping 5Point Film Festival safe and secure for the past nine years and are working with our volunteer manager to ensure this team is in place and trained on how to properly secure this new venue.

1. If Yes, please provide the following information:
   - Name of Security Company:
   - 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:
   - Describe duties & functions:

2. Will Town of Carbondale Police Dept. enforcement services be requested? (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)
   If Yes, please provide the following information:
   - Name & cell phone of on-site staff designated as medical point of contact:
     - Erik Wardell 970.300.8707  Evan Z isis 970.340.2532

2. Will a licensed Emergency Medical Service provider or EMT be provided on-site? (No) The Carbondale Fire Department and local EMT services will be notified that this event is happening at this new location and that there are likely to be many people in attendance.

3. 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)
- Location of barricades and/or traffic cones: Attached
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:** Alyssa Reindel
- **Mailing Address:** PO Box 1661, Aspen CO 81612
- **Cell Phone:** 970.987.3140  Email: alyssa@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 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)  If yes, how many:  2  
Number of ADA accessible portable toilets:  1  
Is portable handwashing station being provided?  (No)  
If no, is there a sanitizer dispenser within toilet?  (Yes)  

Please provide the following information regarding event portable restroom provider:  
Name of Service Provider:  Mountain Refuse Inc.  
  - Contact Person:  Jeremy Frees  
  - Mailing Address:  351 Airpark Dr # 4, Gypsum, CO 81637  
  - Cell Phone:  (970)-319-3453  
    Email:  jeremy@mrco.net  

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:  

10.  Hours of operation of event (include dates & times):  Friday April 20 – 9:30AM – 4:30PM / Saturday April 21 - 9:30AM – 4:30PM / Sunday April 22 - 9:30AM – 4:30PM  

Activities scheduled at the venue  
Friday April 20  
  - 12:00PM – Podcast/Interview  
  - 2:00PM – Backbone Media POV  
  - 4:30PM – Activities conclude  

Saturday April 21  
  - 10:00AM – Podcast/Interview  
  - 12:00PM – Podcast/Interview  
  - 1:30PM – 5Point “Participate” participatory activities  
  - 4:30PM – Activities conclude  

Sunday April 22  
  - 9:00AM – Brunch food service begins  
  - 9:30AM – Bar opens  
  - 10:00AM – Earth Day discussions  
  - 1:00PM – Pearl and Wood concert  
  - 4:30PM – Activities conclude
• Alcohol service times: (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: please see the attached map. We will be stationing a security volunteer at all of the entry/exit points of our fenced in barrier.

• Must provide non-transferable ID bands/bracelets for persons 21 and over (Describe your process for identifying legal vs underage patrons): We will have TIPS trained volunteers checking IDs and wrist banding over 21 year old patrons. Alcohol will only be sold to patrons with wristbands.

• Describe how TIPS trained servers will monitor alcohol consumption and intoxication: We will have at least one TIPS trained server at the bar. This volunteer will be managing the sale of alcohol, making sure not to serve intoxicated patrons as well as only selling alcohol to valid wristband holders. (Note: Servers should not consume alcohol while working a shift, and should not return to shift if they have consumed alcohol)

• Describe how security staff and/or event server volunteers will provide friendly intervention to individuals who appear intoxicated: We are fortunate to have an experienced team of security personnel who have been keeping 5Point Film Festival safe and secure for the past eight years. We have seen very few alcohol related incidences at our event but in the event of an incident we have a plan in place to communicate the incident to all staff and security personnel over text message and then assign a point person to manage the situation, most likely the person with the nearest proximity to the incident.

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

• Will event provide alternative beverages to alcohol? If so, what? Yes, we will have coffee, sodas, tea and water available for sale.

• Will food be available at all times? If so, what? Yes, we will have one food vendor selling hearty food from 11:00AM – 3:30PM on Friday and Sat, and from 9:00AM – 2:00PM on Sunday.

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

• How will you handle and mitigate an obviously intoxicated person who is drunk and may be driving home? Our staff, volunteers and security team are trained to be looking out for folks in this condition. In the event of someone needing assistance getting home we will help them arrange a ride home from a friend or family member or call them a taxi. If necessary we will request assistance from the Carbondale Police.

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: We will only be working with professional caterers or food trucks that are licensed to prepare and serve food.

• 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: Food vendors will remain in their designated spot within the 5Point Confluence and food will be stored in professional grade refrigerators inside a food truck or offsite in commercial kitchens.

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:
✓ Host and general liquor liability insurance required in the same amounts listed above.

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 at least 7-days prior to event. 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: [Signature]

**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: [Signature]

**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: [Signature]

**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: [Signature]

**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: [Signature]
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: 

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: 

Event Organizer Name (Please print): Meaghan Lynch

Signature: ___________________________ Date: 12/4/17
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,

5 Point Film Festival

is a
Nonprofit Corporation
formed or registered on 11/19/2007 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 20071528714.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/16/2017 that have been posted, and by documents delivered to this office electronically through 06/21/2017 @ 09:10:49.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 06/21/2017 @ 09:10:49 in accordance with applicable law. This certificate is assigned Confirmation Number 10303193.

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/IBUTECertificateSearchCriteria.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.”
**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Nell-Garing Insurance
PO Box 1576
Glenwood Springs, CO 81602
Katrina Epp, CIC

**CONTACT**
Sarah Sakala
PHONE: 970-945-9111
FAX: 970-945-2350
E-MAIL: ssakala@nell-garing.com

**INJURED AFFIRMING COVERAGE**

| INSURER A | Philadelphia Insurance Company | 1805 | |
| INSURER B | Pinnacol Assurance | 41190 | |
| INSURER C | | | |
| INSURER D | | | |
| INSURER E | | | |
| INSURER F | | | |

**COVERAGES**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

| ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | N/A |
| DESCRIPTION OF OPERATIONS below | |

Holder is Additional Insured under General Liability with respect to ongoing operations as required by written contract.

**CERTIFICATE HOLDER**

Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

_Brock Walls_

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

PARKS & RECREATION DIRECTOR:

Liquor license only for Sunday event - 41st street to remain open for the weekend.

Approval: __________ Approval Pending: ______ (see above) Denial: __________
Signature: ___________________________ Date: 3/5/2018

PUBLIC WORKS DIRECTOR:

______________________________

Approval: __________ Approval Pending: ______ (see above) Denial: __________
Signature: ___________________________ Date: 3-6-18

CHIEF OF POLICE:

______________________________

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

TOWN CLERK: (Liquor Licensing Approval)

Leave Applied for Hearing 3/13/18

Approval: __________ Approval Pending: X (see above) Denial: __________
Signature: ___________________________ Date: 3-6-18

TOWN MANAGER:

______________________________

Approval: __________ Approval Pending: ______ (see above) Denial: __________
Signature: ___________________________ Date: 3-7-18
To: Mayor Dan Richardson and
Carbondale Board of Trustee's

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Application for Sopris Sports Bar

Date: January 30, 2018

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

Reyna Jimenez Gavida          DOB: 6/18/1960

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

I recommend the approval for the liquor license application.
# Retail License Application

<table>
<thead>
<tr>
<th>New License [ ]</th>
<th>New-Concurrent [ ]</th>
<th>Transfer of Ownership [ ]</th>
<th>State Property Only [ ]</th>
</tr>
</thead>
</table>

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

1. **Applicant is applying as a/an** [ ] Individual [ ] Limited Liability Company [ ] Association or Other [ ] Corporation [ ] Partnership (includes Limited Liability and Husband and Wife Partnerships)

2. **Applicant if an LLC, name of LLC; if partnership, at least 2 partner's names; if corporation, name of corporation**
   - SOPRIS SPORTS BAR INC
   - FEIN Number: 82-3874117

3. **Address of Premises (specify exact location of premises, include suite/unit numbers)**
   - 914 HIGHWAY 133

4. **Mailing Address (Number and Street)**
   - 914 HIGHWAY 133

5. **Email Address**
   - MAIL@IMPSEG.COM

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

<table>
<thead>
<tr>
<th>Present Trade Name of Establishment (DBA)</th>
<th>Present State License Number</th>
<th>Present Class of License</th>
<th>Present Expiration Date</th>
</tr>
</thead>
</table>

**Section A**

<table>
<thead>
<tr>
<th>Nonrefundable Application Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Fee for New License $1550.00</td>
</tr>
</tbody>
</table>

**Section B**

<table>
<thead>
<tr>
<th>Liquor License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Fee for New License w/Concurrent Review $1750.00</td>
</tr>
</tbody>
</table>

**Section B (Cont.)**

<table>
<thead>
<tr>
<th>Liquor License Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Fee for Transfer $1550.00</td>
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</tbody>
</table>

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

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**Liability Information**

<table>
<thead>
<tr>
<th>License Account Number</th>
<th>Liability Date</th>
<th>License Issued Through (Expiration Date)</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>Name</td>
<td>164 of 304</td>
<td></td>
<td></td>
</tr>
<tr>
<td>------</td>
<td>------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>SOPRIS SPORTS BAR INC</strong></td>
<td><strong>Type of License</strong></td>
<td><strong>Account Number</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Hotel and Restaurant</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

8. Has the applicant (including any of the partners, members or managers of a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):  
   (a) Been denied an alcohol beverage license?  
      - [ ] Yes  
      - [x] No  
   (b) Had an alcohol beverage license suspended or revoked?  
      - [ ] Yes  
      - [x] No  
   (c) Had interest in another entity that had an alcohol beverage license suspended or revoked?  
      - [ ] Yes  
      - [x] No

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

9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years?  
   - [ ] Yes  
   - [x] No

10. Are the premises to be licensed within 500 feet of any public or private school that meets compulsory education requirements of Colorado law, or the principal campus of any college, university or seminary?  
    - [ ] Yes  
    - [x] No

   Waiver by local ordinance?  
   - [ ] Yes  
   - [ ] No

   Other: ____________

11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>10.0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.
   - [ ] Yes  
   - [ ] No

12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<10.0000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.
   - [ ] Yes  
   - [ ] No

13a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?  
   - [ ] Yes  
   - [x] No

13b. Are you a Colorado resident?  
   - [x] Yes  
   - [ ] No

14. Has a liquor or beer license ever been issued to the applicant (including any of the partners, if a partnership; members or manager if a Limited Liability Company; or officers, stockholders or directors if a corporation)?  
   - [ ] Yes  
   - [ ] No

15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?  
   - [ ] Ownership  
   - [x] Lease  
   - [ ] Other (Please Explain in Detail)

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

   **Landlord**  
   BLICO REALTY

   **Tenant**  
   Reyna M. Jimenez Gavidia, Sopris Sports Bar Inc

   **Expires**  
   01/31/20

   b. Is a percentage of alcohol sales included as compensation to the landlord?  
   - [ ] Yes  
   - [x] No

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

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

   **Last Name**  
   n/a

   **First Name**  
   n/a

   **Date of Birth**  
   n/a

   **FEIN or SSN**  
   n/a

   **Interest/Percentage**  
   n/a

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

17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:  
   Has a local ordinance or resolution authorizing optional premises been adopted?  
   - [ ] Yes  
   - [ ] No

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

18. Liquor Licensed Drugstore (LLDS) applicants, answer the following:  
   (a) Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant’s LLDS premise?  
      - [ ] Yes  
      - [x] No

   If “yes” a copy of license must be attached.

19. Club Liquor License applicants answer the following:  
   Attach a copy of applicable documentation  
   (a) Is the applicant organization operated solely for a national, social, fraternal, patriotic, political or athletic purpose and not for pecuniary gain?  
      - [ ] Yes  
      - [x] No  
   (b) Is the applicant organization a regularly chartered branch, lodge or chapter of a national organization which is operated solely for the object of a patriotic or fraternal organization or society, but not for pecuniary gain?  
      - [ ] Yes  
      - [x] No  
   (c) Is the applicant organization a regular member of another national, social, fraternal, patriotic, political or athletic organization?  
      - [ ] Yes  
      - [x] No  
   (d) How long has the club been incorporated?  
      - [ ] Yes  
      - [x] No

20. Brew-Pub, Distillery Pub or Vintner's Restaurant applicants answer the following:  
   (a) Has the applicant received or applied for a Federal Permit? (Copy of permit or application must be attached)
      - [ ] Yes  
      - [x] No
<table>
<thead>
<tr>
<th>Name</th>
<th>Home Address, City &amp; State</th>
<th>DOB</th>
<th>Position</th>
<th>%Owned</th>
</tr>
</thead>
<tbody>
<tr>
<td>REYNA JIMENEZ GAVIDIA</td>
<td></td>
<td></td>
<td>PRESIDENT</td>
<td>100.00</td>
</tr>
</tbody>
</table>

**If applicant is owned 100% by a parent company, please list the designated principal officer on above.
**Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (include ownership percentage if applicable)
**If total ownership percentage disclosed here does not total 100%, applicant must check this box:
☑ Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Title 47 or 48, C.R.S.
### Oath Of Applicant

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

**Authorized Signature**

---

### Report and Approval of Local Licensing Authority (City/County)

<table>
<thead>
<tr>
<th>Date application filed with local authority</th>
<th>Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)</th>
</tr>
</thead>
</table>

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

The Local Licensing Authority Hereby Affirms that each person required to file DR 8404-I (Individual History Record) or a DR 8000 (Manager Permit) has been:

(Choice One)

- Date of inspection or anticipated date

**Will conduct inspection upon approval of state licensing authority**

- Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?

- Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3,000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of < 10,000?

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

- Does the Liquor-Licensed Drugstore (LLDS) have at least twenty percent (20%) of the applicant's gross annual income derived from the sale of food, during the prior twelve (12) month period?

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

**Local Licensing Authority for**

<table>
<thead>
<tr>
<th>Telephone Number</th>
<th>Town, City</th>
<th>County</th>
</tr>
</thead>
</table>

---

**Signature**

---

**Signature**
INDIVIDUAL HISTORY RECORD

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

NOTICE: This individual history record requires information that is necessary for the licensing investigation or inquiry. All questions must be answered in their entirety or the license application may be delayed or denied. If a question is not applicable, please indicate so by "N/A". Any deliberate misrepresentation or material omission may jeopardize the license application.

1. Name of Business
SOPRIS SPORTS BAR INC

2. Your Full Name (last, first, middle)
REYNA MARGARITA JIMENEZ GAVIDIA

3. List any other names you have used.

4. Mailing address (if different from residence)
914 HIGHWAY 133, CARBONDALE, CO 81623

5. List current residence address. Include any previous addresses within the last five years (attach separate sheet if necessary)

<table>
<thead>
<tr>
<th>STREET AND NUMBER</th>
<th>CITY, STATE, ZIP</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current</td>
<td>Glenwood Springs, CO 81601</td>
<td>01/01/2016</td>
<td>Present</td>
</tr>
<tr>
<td>Previous</td>
<td>Glenwood Springs, CO 81601</td>
<td>01/01/2015</td>
<td>12/31/2015</td>
</tr>
<tr>
<td>417 East 23rd St Apt C-9</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6. List all employment within the last five years. Include any self employment. (Attach separate sheet if necessary)

<table>
<thead>
<tr>
<th>NAME OF EMPLOYER OR BUSINESS</th>
<th>ADDRESS (STREET, NUMBER, CITY, STATE, ZIP)</th>
<th>POSITION HELD</th>
<th>FROM</th>
<th>TO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Los Cabos Mexican Grill</td>
<td>908 HIGHWAY 133, CARBONDALE, CO 81623</td>
<td>COOK</td>
<td>1/1/2016</td>
<td>Present</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>NAME OF RELATIVE</th>
<th>RELATIONSHIP TO YOU</th>
<th>POSITION HELD</th>
<th>NAME OF LICENSEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
<td>n/a</td>
</tr>
</tbody>
</table>

8. Have you ever applied for, held, or had an interest in a Colorado Liquor or Beer License, or loaned money, furniture, fixtures, equipment or Inventory to any licensee? If yes, answer in detail. ☑ Yes ☐ No

I have a Restaurant with liquor license, LCMGS INC

9. Have you ever received a violation notice, suspension, or revocation for a liquor law violation, or have you applied for or been denied a liquor or beer license anywhere in the United States? If yes, explain in detail. ☐ Yes ☑ No
10. Have you ever been convicted of a crime or received a suspended sentence, deferred sentence, or forfeited bail for any offense in criminal or military court or do you have any charges pending? (If yes, explain in detail.)

[ ] Yes [ ] No

11. Are you currently under probation (supervised or unsupervised), parole, or completing the requirements of a deferred sentence? (If yes, explain in detail.)

[ ] Yes [ ] No

12. Have you ever had any professional license suspended, revoked, or denied? (If yes, explain in detail.)

[ ] Yes [ ] No

**PERSONAL AND FINANCIAL INFORMATION**

Unless otherwise provided by law, the personal information required in question #13 will be treated as confidential.

The personal information required in question #13 is solely for identification purposes.

<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>13a. Date of Birth</td>
<td></td>
</tr>
<tr>
<td>b. Social Security Number SSN</td>
<td></td>
</tr>
<tr>
<td>c. Place of Birth</td>
<td></td>
</tr>
<tr>
<td>d. U.S. Citizen?</td>
<td>Yes</td>
</tr>
<tr>
<td>e. If Naturalized, State where</td>
<td>N/A</td>
</tr>
<tr>
<td>f. When</td>
<td>N/A</td>
</tr>
<tr>
<td>g. Name of District Court</td>
<td></td>
</tr>
<tr>
<td>h. Naturalization Certificate Number</td>
<td>N/A</td>
</tr>
<tr>
<td>i. Date of Certification</td>
<td>N/A</td>
</tr>
<tr>
<td>j. If an Alien, Give Alien's Registration Card Number</td>
<td></td>
</tr>
<tr>
<td>k. Permanent Residence Card Number</td>
<td></td>
</tr>
<tr>
<td>l. Height</td>
<td></td>
</tr>
<tr>
<td>m. Weight</td>
<td></td>
</tr>
<tr>
<td>n. Hair Color</td>
<td>BLACK</td>
</tr>
<tr>
<td>o. Eye Color</td>
<td>BRO</td>
</tr>
<tr>
<td>p. Sex</td>
<td>F</td>
</tr>
<tr>
<td>q. Race</td>
<td>NATIVE</td>
</tr>
<tr>
<td>r. Do you have a current Driver's License? If so, give number and state</td>
<td>Yes</td>
</tr>
</tbody>
</table>

14. Financial Information.

a. Total purchase price $0 (If buying an existing business) or investment being made by the applying entity, corporation, partnership, limited liability company, other $.

b. List the total amount of your investment in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid $.

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

<table>
<thead>
<tr>
<th>Type: Cash, Services or Equipment</th>
<th>Source</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BANK TRANSACTIONS, CASH AND CHECKS</td>
<td>LCMGS INC (Los Cocos Mexican Grill)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Loan Information (attach copies of all notes or loans)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**Oath of Applicant**

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

Authorized Signature [Signature]  Title PRESIDENT  Date 01/24/2018
January 25, 2017

I, Reyna M. Jimenez Gavidia, am the principal officer of the Sopris Sports Bar, Inc., located at 914 Highway 133, Carbondale, CO 81623
LEASE ---- SOPRIS SHOPPING CENTER

SOPRIS SPORTS BAR, INC.

THIS LEASE, executed in duplicate at Burbank, California, this 25th day of January 2018 by and between Blyco Realty, as General Partner for Stein Properties, L.P., hereinafter called Lessor, and Luis E. Tejada Jimenez & Reyna M. Jimenez Gavidia, as individuals, Sopris Sports Bar, Inc., a Colorado Corporation, hereinafter called Lessee, hereinafter called respectively Lessor and Lessee, without regard to number or gender

WITNESSETH: That Lessor hereby leases to Lessee, and Lessee hires from Lessor, a storefront for a billiards room and related business, and for no other purpose, those certain premises with the appurtenances, situated in the City of Carbondale, County of Garfield, State of Colorado, and more particularly described as follows, to wit:

A storefront, approximately 2,200 rentable square feet in size located at 912 & 914 Highway 133 Carbondale, CO 81623 (The statement of size is an approximation only which the parties agree is reasonable and the rental based thereon is not subject to revision whether or not the actual size is more or less.)

The term shall be for two (2) years, commencing on the first day of February 2018, and ending on the last day of January 2020, at the total rent or sum of Ninety Seven Thousand Five Hundred Dollars ($97,500) plus Common Area Maintenance Fees (CAM) as discussed in paragraph 3 below in lawful money of the United States of America, which Lessee agrees to pay to Lessor without deduction, offset, prior notice or demand at such place or places as may be designated from time to time by Lessor, in installments as follows:

In summary

<table>
<thead>
<tr>
<th>Period</th>
<th>Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/01/18 to 01/31/19</td>
<td>$2,500</td>
</tr>
<tr>
<td>02/01/19 to 01/31/20</td>
<td></td>
</tr>
<tr>
<td>Rent increases $100 monthly See Addendum A</td>
<td></td>
</tr>
</tbody>
</table>

Lessee shall pay forthwith the sum of Eight Thousand Five Hundred Dollars ($8,500), of which $2,500 is the rental installment due February 1, 2018, One Thousand Dollars ($1,000) is toward the cost of Lessee's sign insert, and the balance is additional consideration for Lessor's entering into this lease, making improvements, and giving early occupancy

It is further mutually agreed between the parties as follows:

1. POSSESSION: Lessee may have possession of the Premises upon lease execution.

2. INSURANCE: Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury, and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single loss coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000. An "Additional Insured-Managers or Lessors of Premises Endorsement" and the "Amendment of the Pollution Exclusion Endorsement" for damage caused by real, smoke or fumes from a host site fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

2.1 Lessor's Insurance

(a) Building and Improvements. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground Lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available Initials: Lessor ___ ___ Lessee ___ ___

FEB 8 2016
**Lease of Blyco & Jiminez/Gavidia - Continued:**

insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee under Paragraph 2.2. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $1,000 per occurrence.

(b) Rental Value. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year ("Rental Value insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

2.2 Property Insurance - Building, Improvements and Rental Value.

(a) Building and Improvements. Lessee Owned Alterations and Utility Installations. Trade Fixtures, and Lessee's personal property shall be insured by Lessee under Paragraph 2.3. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $1,000 per occurrence.

(b) Adjacent Premises. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if such increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

(c) Lessee's Improvements. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

2.3 Lessee's Property; Business Interruption Insurance.

(a) Property Damage. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, trade fixtures, and Lessee owned alterations and utility installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade fixtures and Lessee owned alterations and utility installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) Business Interruption. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessors in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) No Representation of Adequate Coverage. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

(d) Insurance Policies. Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least B++. V. as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do

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*Initials* Lessor [Initial] Lessee [Initial]
Lease of Blyco & Jimenez/Gavidia - Continued:

or permit to be done anything which invalidates the required insurance policies. Lessee shall prior to the Start Date deliver to Lessor certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewal or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

(c) Waiver of Subrogation Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the terms required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee as the case may be, so long as the insurance is not invalidated thereby.

(f) Burglar Alarm: Lessee will install a security system including a monitored burglar alarm, at Lessee’s sole cost and expense.

3. COMMON AREA MAINTENANCE: In addition to the minimum basic rent described above, Lessee shall pay Lessor the following items, herein called Adjustments:

a. All real estate taxes and insurance premiums on the premises, including land, building, and improvements thereon. Said real estate taxes shall include all real estate taxes and assessments that are levied upon and/or assessed against the premises including any taxes which may be levied on rents. Said insurance shall include all insurance premiums for fire, extended coverage, liability, and any other insurance that landlord deems necessary on the premises. Said taxes and insurance premiums for purpose of this provision shall be reasonably apportioned in accordance with the total floor area of the premises as it relates to the total floor area of the building, which is from time to time completed as of the first day of each calendar quarter. (Provided, however that if any tenants in said building pay taxes directly to any taxing authority or carry their own insurance, as may be provided in their leases, their square footage shall not be deemed a part of the floor area).

b. That percent of the total cost of the following items as Lessee’s total floor area bears to the total floor area of the building which is from time to time completed as of the first day of each calendar quarter.

i) All real estate taxes, including assessments. All insurance costs. All common utilities including electrical, water, rubbish removal, outside janitorial, snowplowing, parking lot maintenance and lighting, common area signage, promotional efforts for the center including holiday decorating and lighting, and all costs to maintain, repair, and replace common areas, parking lots, sidewalks, driveways, and other areas used in common by the tenants of the building.

ii) All costs to supervise and administer said common areas, parking lots, sidewalks, driveways and other areas used in common by the tenants or occupants of the building. Said costs shall include such fees as may be paid to a third party in connection with same and shall in any event include a fee to landlord to supervise and administer same in an amount equal to ten (10%) percent of the total costs of (i) above.

iii) Any parking charges, utilities surcharges, or any other costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulations or interpretations thereof, promulgated by any governmental authority in connection with the use or occupancy of the premises or the parking facilities servicing the premises.

Beginning February 1, 2020, Lessee shall, in addition to any base rent, pay the Common Area Maintenance Charges for the Premises. Lessee’s part of the current estimated monthly Common Area Maintenance (‘CAM’) charge for the premises is $0.60 per square foot or $1.370 per month. These premises are 2,200 square feet of the total current space of 29,565.

Initials Lessee ___________
Lease of Blyco & Jiminez/Gavida - Continued:

square feet, for an approximate 7.44% fraction of the total. Lessee shall pay the CAM fees, which represent her share of the above adjustments as described above, on a monthly basis concurrently with the payment of rent. Tenant shall continue to make said monthly payments until notified by Lessor of a change thereof. By March 1 of each year Lessor shall endeavor to give Lessee a statement showing the total adjustments for the building for the prior calendar year and tenant's allocable share thereof, prorated from the commencement of rental. In the event the total of the monthly payments which tenant has made for the prior calendar year be less than tenant's actual share of such adjustments, then tenant shall pay the difference in a lump sum within ten days after receipt of such statement from landlord and shall concurrently pay the difference in monthly payments made in the then calendar year and the amount of monthly payments which are then calculated as monthly adjustments based on the prior year's experience. Any over-payment by tenant shall be credited towards the monthly adjustments next coming due. The actual adjustments for the prior year shall be used for purposes of calculating the anticipated monthly adjustments for the then current year, with actual determination of such adjustments after each calendar year as above provided, excepting that in any year in which resurfacing is contemplated, landlord shall be permitted to include the anticipated cost of same as part of the estimated monthly adjustments. Even though the term has expired and tenant has vacated the premises, when the final determination is made of tenant's share of said adjustments for the year in which this lease terminates, tenant shall immediately pay any increase due over the estimated adjustments previously paid and, conversely, any overpayment made shall be immediately rebated by landlord to tenant. Failure of landlord to submit statements as called for herein shall not be deemed to be a waiver of tenant's requirement to pay sums as herein provided.

4. WASTE & ALTERATIONS: Lessee shall not commit, or suffer to be committed, any waste upon said premises, or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located. Lessee shall not make or suffer to be made any alterations of the said premises or any part thereof, without the written consent of Lessor first had and obtained and any additions to or alterations of, said premises, except movable furniture and trade fixtures, shall, at Lessor's option, become a part of the realty and belong to Lessor.

5. ABANDONMENT: Lessee shall not vacate or abandon the premises at any time during the term, and if Lessee shall abandon, vacate or surrender said premises or be dispossessed by process of law or otherwise, any personal property belonging to Lessee and left on the premises may be removed, and the Lessor shall have a lien upon all such property not exempt from a lien by California law. However, any bank loan for Lessee's financing thereof shall be senior to Lessor's lien. Notice of Sale and the sale to enforce said lien, shall be governed by California law. The proceeds realized from any such sale shall be applied first to the payment of the expenses of sale, then reimbursement of costs to remove the property from the premises, costs of storage pending sale, and reasonable attorney's fees incurred in connection therewith, any balance remaining shall be applied to the payment of any other sums which may then or thereafter be legally due Lessor from Lessee. After satisfying all of the obligations previously enumerated, the balance, if any, shall be paid over to the Lessee.

6. ACCEPTANCE OF PREMISES: Lessee has inspected and measured the premises and accepts them in their present "as is" condition. As a part of the consideration for rental, Lessee shall, at its sole cost, keep and maintain said premises and appurtenances and every part including interior of the premises, in good and sanitary order, condition and repair, replace light bulbs, ballasts, and broken glazing, etc. By entry hereunder, Lessee accepts the premises as being in good and sanitary order, condition and repair and agrees on the last day of said term, or sooner termination of this Lease, to surrender unto Lessor all and singular said premises with said appurtenances in the same condition as when received and to remove all of the Lessee's signs from said premises.

7. COMPLIANCE WITH GOVERNMENT REQUIREMENTS: Lessee shall, at its sole cost, comply with all of the requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the use of said premises, and shall faithfully observe in said use all Municipal ordinances and State and Federal statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee whether Lessor be a party thereto or not, that Lessee has violated any such ordinance or statute in said use shall be conclusive of that fact as between Lessor and Lessee.

8. HAZARDOUS MATERIALS: To the best of Lessor's knowledge, the building is in compliance with all Hazardous Materials laws and ordinances. Reportable Uses Require Consent. The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises is either (i) potentially injurious to the public health, safety, or welfare of the environment or the Premises; or (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil, or any products, by products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the manufacture, possession, storage, use, transportation, or disposal of a Hazardous
Lease of Blyce & Jimeno/Gavidia - Continued:

Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreement, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessee to any liability therefor. In addition, Lessee may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

a) Duty to Inform Lessor. If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

b) Lessee Remediation. Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee’s expense, take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

c) Lessee Indemnification. Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground Lessor, if any, harmless from and against any and all losses of rents and/or damages, liabilities, judgments, claims, expenses, penalties and consultants’ fees arising out of or relating to any Hazardous Substance brought onto the Premises by or for Lessee or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project). Lessor’s obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessee and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

d) Lessor Indemnification. Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which existed as a result of Hazardous Substances on the Premises prior to the Start Date or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor’s obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

e) Investigations and Remediation’s. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises in the Premises, or which are caused by the gross negligence or willful misconduct of Lessor, and shall cooperate fully in any such activities at the request of Lessee, including allowing Lessor and Lessor’s agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor’s investigative and remedial responsibilities.

f) Lessor Termination Option. If a Hazardous Substance Condition occurs during the term of this Lease unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof) required by the Applicable Requirements and this Lease shall continue in full force.
Lease of Blyco & Jiminez/Gavidia - Continued:

and effect but subject to lessor's rights under this Section 7. Lessor may, at lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at lessor's expense, in which event this lease shall continue in full force and effect or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly base rent or $100,000, whichever is greater, give written notice to lessor, within 30 days after receipt by lessor of knowledge of the occurrence of such Hazardous Substance Condition, of lessor's desire to terminate this lease as of the date 90 days following the date of such notice. In the event lessor elects to give a termination notice, lessor may, within 10 days thereafter, give written notice to lessor of lessor's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly base rent or $100,000, whichever is greater. Lessor shall provide lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this lease shall continue in full force and effect, and lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If lessor does not give such notice and provide the required funds or assurance thereof within the time provided, this lease shall terminate as of the date specified in lessor's notice of termination.

9. EXEMPTION OF LESSOR FROM LIABILITY: Lessor shall not be liable for any damage or injury to the person, business or any loss of income thereto, goods, wares, merchandise or other property of lessor. Lessor's employees, invitees, customers or any other person in or about the property, whether such damage or injury is caused by or results from (a) fire, steam, electricity, water, gas or rain, (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause, (c) conditions arising in or about the Property or upon other portions of the Project, or from other sources or places, or (d) any act or omission of any other tenant of the Project. Lessor shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to lessor. The provisions of this Section shall not, however, exempt Lessor from liability for Lessor's gross negligence or willful misconduct. Notwithstanding any term or provision herein to the contrary, the liability of Lessor for the performance of its duties and obligations under this lease is limited to Lessor's interest in the Property, and neither the Lessor nor its partners, shareholders, officers or other principals shall have any personal liability under this lease.

10. INDEMNITY BY LESSEE: Lessee shall indemnify Lessor against and hold Lessor harmless from and against any and all claims, claims or liability arising from (a) Lessee's use of the Property and adjacent areas, (b) the conduct of lessor's business or anything else done or permitted by lessor to be done in or about the Property, including any contamination of the Property or any other property resulting from the presence or use by lessor or its agents, contractors or employees of Hazardous Material (as hereafter defined), (c) any breach or default in the performance of lessor's obligations under this lease, (d) any misrepresentation or breach of warranty by lessor under this lease, or (e) any act or omission of Lessee. Lessee shall defend Lessor against any such claim, claim or liability at lessor's expense with counsel acceptable to lessor or, at lessor's election, lessor shall upon demand reimburse lessor for any legal fees or costs incurred by lessor in connection with any such claim.

11. SIGNS: Lessee shall not place or permit to be placed any sign, decoration, marquee or awning on any part of said premises, including any windows or doors, without the advance written consent of Lessor. Lessor upon the request of lessor shall immediately remove any sign or decoration, which lessor has placed or permitted to be placed in or about the premises which in the opinion of lessor is objectionable or offensive, and if lessor fails to do so, lessor may enter said premises and remove or have removed the same at lessor's expense. The sign can and insert are part of the building, belonging to the lessor, and only lessor can arrange for any sign modifications. Any new signs will conform with the uniform sign criteria currently or hereinafter established for the building, including color scheme and design. Lessor is authorized by lessor to arrange for repairs and service of lessee's signs as needed including periodic cleaning, and lessee shall pay the cost of said repairs and service. Lessee shall pay for all its signage, and maintenance and repairs thereof. Lessee agrees to have his sign in the sign above until 912.

12. UTILITIES: Lessee shall pay for all gas, heat, light, power, janitorial service, rubbish service, water, telephone service, and all other services and utilities supplied to said premises, whether or not said services are separately metered to the premises.

13. RIGHT TO ENTER: Lessee shall permit Lessor and its agents to enter into and upon said premises upon 24 hours advance notice (However in case of an emergency, no notice is required) for the purpose of inspecting the same or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building, including the erection and maintenance of such scaffolding, canopies, fences and props as may be required, or for the purpose of posting notices of non-responsibility for alterations, additions or repairs or for the purpose of placing upon the Property in which the said premises are located any usual or ordinary 'for sale' signs.

Initials: Lessor: ___________________ Lessee: ___________________
Lessee of Blyco & Jiminez/Gavidia - Continued:

without any rebate of rent and without any liability to lessee for any loss of occupation or quiet enjoyment of the premises thereby occasioned, lessee shall permit lessor at any time within ninety (90) days prior to the expiration date of this lease to place upon said premises any usual or ordinary for lease' or for rent' signs.

14. DESTRUCTION. In the event of (a) a partial destruction of said premises or the building containing same during said term which requires repairs to other said premises or building, or (b) said premises or said building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Lessee's act, use or occupation which declaration requires repairs to other said premises or said building, lessor shall forthwith make such repairs, provided such repairs can be made within sixty (60) days under the laws and regulations of authorized public authorities, but such partial destruction (including any destruction necessary in order to make repairs required by any such declaration) shall in no way annul or void this lease, except that lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by lessee in said premises. If such repairs cannot be made within sixty (60) days, lessor may, at its option, make same within a reasonable time, this lease continuing in full force and effect and the rent to be proportionately reduced, as in this paragraph provided. In the event that lessor does not so elect to make such repairs which cannot be made within sixty (60) days, or such repairs cannot be made under such laws and regulations, this lease may be terminated at the option of either party. In respect to any partial destruction (including any destruction necessary in order to make repairs required by any such declaration) which lessor is obligated to repair or may elect to repair under the terms of this paragraph the provisions of Sections 1930, Subdivision (2), and Section 1933, Subdivision (4) of the Civil Code of the State of California are waived by lessee. A total destruction (including any destruction required by any authorized public authority) of either said premises or said building shall terminate this lease. In the event of any dispute between lessee and lessor relative to the provisions of this paragraph which cannot otherwise be settled, the parties shall make application to the American Arbitration Association for binding arbitration to settle the dispute and to decide which of the parties shall bear the cost of such arbitration.

15. ASSIGNMENT. Lessee shall not assign this lease or any interest therein, and shall not sublet said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of lessors excepted) to occupy or use said premises, or any portion thereof, without the written consent of lessor first had and obtained. Furthermore, this lease shall not nor shall any interest therein be assignable, as to the interest of lessor, by operation of law, without the written consent of lessor first had and obtained, which consent will not be unreasonably withheld or delayed. A consent by lessor to one assignment, subletting, occupation or use by any other person, whether by operation of law or otherwise, shall not be deemed to be a consent to any subsequent assignment, subletting occupation or use by any other person. Any such assignment or subletting, whether by operation of law or otherwise, without such written consent first had and obtained shall be void, and shall, at the option of lessor, terminate this lease. Lessee shall charge a fee of $500 plus any legal or other costs lessor may incur in evaluating and responding to any requests by lessee for lessor's consent to an assignment or sublease. Lessors shall pay to lessor as additional rent 50% of any rent received by lessee from any such assignment or sublease in excess of the monthly rent payable under this lease, for such sublease. The rent computation shall be based on the percentage of space subleased. However, lessors shall be able to deduct all reasonable costs of sublease or assignment from the calculation of additional rent payable to lessor. Any assignment or sublease shall not in any way reduce lessee's obligations under this lease. The above to the contrary notwithstanding, lessor shall not have any right to assign this lease, nor does lessor have any obligation to agree to any such assignment if lessee is in default under any term or condition of this lease or if lessee is not current in all payments due under this lease.

16. BANKRUPTCY. It is expressly understood and agreed that the lessor is relying on the personal integrity, experience, and knowledge of the individuals operating the lessee enterprise and has relied upon their personal ability to maintain the commercial viability of the premises and the lessor's interest in the property. and therefore either (a) the appointment of a receiver to take possession of all or substantially all of the assets of lessee, or (b) a general assignment by lessee for the benefit of creditors, or (c) any action taken or suffered by lessee under any insolvency or bankruptcy act shall constitute a breach of this lease by lessee, and shall, at the option of lessor, terminate this lease.

16 1 DEFAULT, BREACH, AND REMEDIES. A "Default" is defined as a failure by the lessee to comply with or perform any of the terms, conditions or Rules and Regulations under this lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of lessee to cure such Default within any applicable grace period.

(a) The abandonment of the premises or where the lessee has failed to maintain property insurance described in this lease.

(b) The failure of lessee to make any payment of Rent or any Security Deposit required to be made by lessee hereunder, whether to lessor or to a third party. when due, or to fulfill any obligation under this lease.

Initials: [Signature]

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Lease of Blyco & Jiminez/Gavidia - Continued:

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(e) If the performance of Lessor's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty.

16.2 REMEDIES: In the event of a default by Lessee, the Lessor may, in addition to any other rights and remedies given by law, terminate this Lease, and exercise such other remedies providing notice if so required, relating to it with required notice if notice is required, or demand in accordance with the following options and rights of Lessor:

a) So long as the event of default remains uncured, Lessor shall have the right to give notice of termination to Lessee, and on the date specified in this notice, this Lease will terminate.

b) If this Lease is terminated, Lessor may, by judicial process, remove all persons and property, and re-possess and enjoy the Premises, all without prejudice to other remedies Lessor may have due to Lessee default or the termination.

c) If this Lease is terminated, Lessor shall have all the rights and remedies provided for the Lessor in the applicable Colorado Civil Code, in addition to any other rights and remedies that the Lessor has under law. The damages which Lessor may recover include without limitation: (i) The worth at the time of award of the unpaid rent which had been earned by the time of termination; (ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time the award exceeds the amount of the rental loss that Lessee proves could have been reasonably avoided; (iii) All reasonable legal expenses and other costs incurred by Lessor following Lessee's default; and (iv) All reasonable costs incurred by Lessor in restoring the Premises to good order and condition to re-let the Premises, and (v) All reasonable costs, including without limitation, any brokerage commissions incurred by Lessor in relation to the Premises.

d) If Lessee has breached this Lease, or abandoned the Premises, Lessor has the option to continue the Lease in effect until it is noticed of termination of the Lease. Such rights include the right to recover the rental as it becomes due under this Lease. Lessor may also recover costs of maintenance of preservation of the Premises including costs to re-let the Premises. If the appointment of a receiver is sought by Lessor to protect Lessor's interest under the Lease or the Premises, this fact shall not constitute a termination of Lessee's right to possession.

e) The remedies provided in this Lease are in addition to any other remedies available to Lessor at law, equity by statute or otherwise.

16.3 INTEREST: Any mercantile payment due Lessor hereunder, other than late charges not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge.

17. SURRENDER: The voluntary or other surrender of this lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies or may, at the option of the Lessor, operate as an assignment to him of any or all of such subleases or subtenancies.

18. ARBITRATION OF DISPUTES: Except as provided in Paragraph B below, the Parties agree to resolve any and all claims, disputes or disagreements arising under this Lease, including, but not limited to any matter relating to Lessee's failure to approve an assignment, sublease or other transfer of Lessee's interest in the Lease, any other defaults by Lessee, or any defaults by Lessor, by and through arbitration as provided below and irrevocably waive any and all rights to the contrary. The Parties agree to conduct themselves at all times, in strict, full, complete and timely compliance with the terms hereof, and any

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Lease of Byco & Jiminez/Gavidia - Continued:

attempt to circumvent the terms of this Arbitration Agreement shall be absolutely null and void and of no force or effect whatsoever

B. DISPUTES EXCLUDED FROM ARBITRATION. The following claims, disputes or disagreements under this Lease are expressly excluded from the arbitration procedures set forth herein: 1) disputes for which a different method of determination is specifically set forth in this lease; 2) claims relating to (a) Lessor’s exercise of any unlawful detainer’s rights pursuant to applicable law or (b) rights or remedies used by Lessor to gain possession of the Premises or terminate Lessor’s right to possession of the Premises; all of which disputes shall be resolved by suit filed in the applicable court of jurisdiction.

C. APPOINTMENT OF AN ARBITRATOR. All disputes subject to this Arbitration Agreement shall be determined by binding arbitration before a retired judge of the State of California affiliated with either JAMS-Endispute (“JAMS”) or ADR Services, Inc. (“ADR Services”); or, as otherwise may be mutually agreed by Lessor and Lessee (the “Arbitrator”). Such arbitration shall be initiated by the Parties, or either of them, within ten (10) days after either party sends written notice (the “Arbitration Notice”) of a demand to arbitrate by registered or certified mail to the other party and to the Arbitrator. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. The Parties may agree on a retired judge from the JAMS or ADRS panel. If they are unable to agree within ten days, JAMS or ADRS will provide a list of three available judges and each party may strike one. The remaining judge (or if there are two, the one selected by JAMS or ADRS) will serve as the Arbitrator. In the event the Arbitrator is not selected as provided for above for any reason, the party initiating arbitration shall apply to the appropriate Court for the appointment of a qualified retired judge to act as the Arbitrator.

D. ARBITRATION PROCEDURE.

1. PRE-HEARING ACTIONS. The Arbitrator shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information obtain stipulations, and narrow the issues. The Parties will submit proposed discovery schedules to the Arbitrator at the pre-hearing conference. The scope and duration of discovery will be within the sole discretion of the Arbitrator. The Arbitrator shall have the discretion to order a pre-hearing exchange of information by the Parties, including without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of parties and third-party witnesses. This discretion shall be exercised in favor of discovery reasonable under the circumstances. The Arbitrator shall issue subpoenas and subpoena duces tecum as provided for in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1282.5).

2. THE DECISION. The arbitration shall be conducted in the city or county within which the Premises are located at a reasonably convenient site. Any party may be represented by counsel or other authorized representative. In rendering a decision, the Arbitrator shall determine the rights and obligations of the Parties according to the substantive law and the terms and provisions of this Lease. The Arbitrator’s decision shall be based on the evidence introduced at the hearing, including all legal and reasonable inferences therefrom. The Arbitrator may make any determination and/or grant any remedy or relief that is just and equitable. The decision must be based on, and accompanied by, a written statement of decision explaining the factual and legal basis for the decision as to each of the principal controverted issues. The decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by the court of applicable jurisdiction, subject only to challenge on the grounds set forth in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1286.2). The validity and enforceability of the Arbitrator’s decision is to be determined exclusively by the court of appropriate jurisdiction pursuant to the provisions of this Lease. The Arbitrator may award costs, including without limitation, Arbitrator’s fees and costs, attorneys’ fees, and expert and witness costs, to the prevailing party, if any, as determined by the Arbitrator in its discretion.

E. WAIVER OF JURY TRIAL. The parties hereby expressly waive renunciation and voluntarily give up any right that may exist under applicable law to have any action or proceeding involving the Property or arising out of this Agreement determined by a jury of a like nature.

19. ATTORNEY’S FEES: If any Party brings an action or proceeding (including arbitration) involving this Lease, to enforce the terms hereof, or to declare rights hereunder, the prevailing party (as hereinafter defined) in any such proceeding action or appeal thereon, shall be entitled to reasonable attorney fees and costs. Such fees may be awarded in the same
Lease of Blyco & Jiminez/Gavidia - Continued:

suit or recovered in a separate suit, whether or not such action or proceeding is pursued to judgment. The term “Prevailing Party” shall include, without limitation, a Party who substantially obtains or defeats relief sought, as the case may be, whether by compromise, settlement, judgment or the abandonment of the other Party of its claim or defense. The attorneys' fees and costs reasonably incurred. This paragraph shall also apply to any costs or attorneys' fees incurred in the collection or enforcement of a judgment.

20 NOTICES. All notices to be given to Lessee shall be given in writing personally or by depositing the same in the United States mail as Certified Mail. Return Receipt Requested and addressed to Lessee at said premises, whether or not Lessee has departed from abandoned or vacated the premises. All notices to be given to Lessor shall be given in writing personally or by depositing the same in the United States mail as Certified Mail. Return Receipt Requested and addressed to the Lessor at the place designated by Lessor for the payment of rent, or at such other place or places as may be designated from time to time in writing by Lessor.

21 CHANGE OF OWNERSHIP OF BUILDING: If any security be given by Lessee to secure the faithful performance of all or any of the covenants of this lease on the part of Lessee, Lessor may transfer and/or deliver the security as such to the purchaser of the Property, in the event that the Property is sold, and thereupon Lessor shall be discharged from any further liability in reference thereto.

22 WAIVER. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

23 HOLDING OVER: Lessee shall vacate the Property upon the expiration or earlier termination of this Lease. Lessor shall reimburse Lessor for and indemnify Lessor against all costs, expenses and damages (including attorneys' fees as provided herein) which Lessor incurs from Lessee's delay in vacating the Property. If Lessee does not vacate the Property upon the expiration or earlier termination of the Lease and Lessor thereafter accepts rent from Lessee, Lessee's occupancy of the Property shall be a 'month-to-month' tenancy, subject to all of the terms of this Lease applicable to a month-to-month tenancy, except that the rent then in effect shall be increased to an amount equal to one hundred fifty percent (150%) of the rent applicable during the last month preceding the expiration or termination and except that all options, if any, granted to Lessee shall lapse and be of no further effect. When Lessee seeks to terminate its tenancy by vacating the premises at the end of the term of this lease or thereafter, Lessee agrees to give Lessor at least ninety (90) days advance written notice of its intent to vacate.

24 SUBORDINATION. This lease is subject and subordinate to all existing leases and to all mortgages and deeds of trust which may now or hereafter affect the real property of which the leased premises form a part, and to all renewals, modifications, replacements and extensions thereof. Lessee hereby agrees to execute within ten (10) days after Lessor's written request any instruments for the benefit of the Lessee or a lender as may be necessary to effectuate this provision of the lease.

25 LESSEE COOPERATION:

(a) Estoppel Certificate. Upon Lessor's written request, Lessee shall execute, acknowledge and deliver to Lessor a written statement certifying (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated (if it be the case); (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Lessor is not in default under this Lease (or, if Lessor is claimed to be in default, stating why); and (v) such other representations or information with respect to Lessee or the Lease as Lessor may reasonably request or which any prospective purchaser or encumbrancer of the Property may require. Lessor shall deliver such statement to Lessor within five (5) days after Lessor's request. Lessor may give any such statement by Lessee to any prospective purchaser or encumbrancer of the Property or this Lease. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct. If Lessee does not deliver such statement to Lessor within such five (5) day period, Lessor, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Lessee; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Lessor, (iii) that not more than one month's Base Rent or other charges have been paid in advance; and (iv) that Lessor is not in default under the Lease. In such event, Lessee shall be estopped from denying the truth of such facts.

(b) Lessee's Financial Condition. Within fourteen (14) business days after written request from Lessor, Lessee shall deliver to Lessor and/or any lender designated by Lessor annual financial statements and any more recent financial.
Lease of Bitco & Jiminez/Gavidia - Continued:

statements in Lessee's possession which Lessee is not prohibited by law from disclosing to Lessor, which shall be prepared and certified by Lessee's Chief Financial Officer, unless in the ordinary course of business Lessee's financial statements are prepared by certified public accountants in which case the financial statements shall be so prepared and certified, all of which shall be prepared in accordance with generally accepted accounting principles consistently applied, as Lessor or Lessor's lender reasonably requires to verify the net worth of Lessee or any assignee, subtenant, or guarantor of Lessee. In addition Lessee shall deliver to any lender designated by Lessor any financial statements required by such lender to facilitate the financing or refinancing of the Property or this Lease. Lessee represents and warrants to Lessor that each such financial statement is true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth in this Lease. Provided that Lessee stays current with its rental payments. Lessor will not require annual reports, however should any present or future lender require financials, Lessee will provide upon Lessor's request.

26  TAKING BY EMINENT DOMAIN: In case the whole of the leased premises are taken by right of eminent domain or other authority of law during the period of this lease, or any extension thereof, this lease shall terminate. In case a part of the leased premises are taken by right of eminent domain or other authority of law, this lease may at the election of either party or be terminated if written notice of such election is given within fifteen (15) days after receipt of written notice of such taking. If a part of the premises are taken by the right of eminent domain and neither party elects to terminate the lease, the rent herein stipulated shall be decreased proportionately according to the value of that part of the premises taken. Any compensation paid for the leasehold interest excepting improvements paid for by Lessor shall belong to Lessee. Any compensation paid for the land and improvements shall belong to Lessor.

27  HEIRS The covenants and conditions herein contained shall subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto, and all of the parties hereto shall be joint and severally liable hereunder.

28  TIME  Time is of the essence of this lease.

29  LEAKS OR INTERRUPTION OF UTILITIES: Lessor shall not be held responsible for damage or inconveniences resulting from interruption of utilities or leaks in the roof or pipes which are beyond Lessor's reasonable control. Lessor shall take reasonable steps to correct any such problem as quickly as possible after notification of the problem, but Lessor shall continue to be obligated to pay their customary rent despite the inconvenience or damage.

30  PARKING Lessee and his employees shall not park their cars in the immediate front parking lot area but shall reserve space for customer parking only.

31  GENERAL Lessee shall not conduct or permit to be conducted any sale by auction on said premises. This lease is subject and subordinate to all existing leases and to all mortgages and deeds of trust which may now or hereafter affect the real property of which the leased premises form a part and to all renewals, modifications, replacements and extensions thereof. Lessee shall pay an additional $50 for each check returned by the bank unpaid, and Lessee shall immediately replace said check with a cashier's or certified check. And at Lessor's sole discretion, Lessee will only pay with cashier's or certified checks for payments due under this Lease. Lessee shall pay $300 to Lessor for any Three-Day Notice Lessor serves on Lessee.

32  HEATING, AIR-CONDITIONING, REPAIRS & MAINTENANCE As part of the common area expense reimbursement in Section 3 above, Lessor shall maintain reasonable air conditioning to the Premises, the roof, parking lot, common areas, and structural elements of the building. Should Lessee's business require special or extra air conditioning, then Lessee shall pay the cost of installing the additional air conditioning, in addition to the cost to maintain and run the equipment. Lessee shall make all repairs costing less than $250 each. In addition, Lessee shall pay for all repairs to Lessee installed improvements regardless of the cost of said repairs. Lessor shall have the right to make alterations to the windows or any other exterior modifications as it so desires at any time during the term of this lease. Should Lessee need to vacate the building for fumigation or for other repairs or pest mitigation, then Lessee shall only be entitled to deduct a prorata portion of rent for the days that Lessee cannot use the Premises.

33  GLASS, DOORS & LOCKS Lessee shall be responsible for glass window replacement and repair of any damage to or defects in doors and locks. Lessee shall clean the mior of its windows at least once a month.

34  RUBBISH Lessee shall place rubbish only in the proper containers in the rear of the premises. Lessee shall reimburse Lessor for Lessor's cost of cleaning up Lessee's rubbish. Should Lessor choose to do so.
Lease of Blyce & Jiminez/Gavidia - Continued:

35 LATE CHARGES: Lessee's failure to pay rent promptly may cause Lessor to incur unanticipated costs for processing and accounting charges, late fees and other charges which may be imposed on Lessor by a lender, the exact amount of which are extremely difficult to ascertain. To cover such costs, Lessor shall pay an additional $350 charge for any rental payment received by Lessor after the 10th of the month, which the parties agree is a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Any amount owed by Lessee to Lessor which is not paid when due shall bear interest at the rate of ten percent (10%) per annum from the due date of such amount, compounded monthly. The payment of interest or late charges on such amounts shall not excuse or cure any default by Lessee under this Lease nor prevent Lessor from exercising any of the other rights and remedies under this Lease or at law. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law.

36. RULES & REGULATIONS Lessee and/or its agents shall have the exclusive control and management of the common areas, and shall have the right from time to time to adopt, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the building grounds, parking and unloading of vehicles, and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations and to cause its employees, suppliers, contractors and invitees to so abide and conform. Lessor shall not be responsible for the noncompliance with said Rules and Regulations by other tenants of the Project. 'Building' or 'Project' shall mean the building, parking lots, grounds and/or any appurtenances. Current Rules and Regulations are attached hereto and made a part hereof by reference herein. Lessee is entitled to quiet enjoyment as provided under law.

37. AMERICANS WITH DISABILITIES ACT Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

38. OCCUPANCY TERMINATION When Lessee vacates the Premises at the end of the Lease term, or as otherwise provided herein this Lease, Lessee agrees to give Lessor at least ninety (90) days' advance written notice of its intent to so vacate. Should Lessee fail to give at least ninety (90) days advance written notice, then Lessee will pay rent for at least ninety (90) days from the date that such notice is given.

39. EXISTING CONSTRUCTION MATERIALS: Should Lessee desire to make any changes or modifications to the Premises, then Lessee shall be required to incur all costs that may be needed to update, remove, or remediate any non-compliant materials or conditions of the Premises.

40. LESSOR RIGHT TO CANCEL: Lessor may cancel this Lease at any time should Lessor plan to tear down the building and redevelop the site or should Lessor decide to put the property on the market for sale. Lessor agrees to give Lessee at least 120 days advance written notice of its intent to so cancel.

41. COMMON AREAS: The term "Common Areas" is defined as all areas and facilities outside the premises and within the exterior boundary line of the office building project that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and of other lessees of the building project and their respective employees, suppliers, shippers, customers and invitees, including but not limited to common entrances, lobbies, corridors, stairways and stairwells, public restrooms, elevators, parking areas to the extent not otherwise prohibited by this lease, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, ramps, driveways, landscaped areas and decorative walls. Lessor shall have the right, in Lessor's sole discretion, from time to time:

   a) to make changes to the building interior and exterior and common areas, including without limitation, changes in the location, size, shape, number, and appearance thereof, including but not limited to lobbies, windows, stairways, air shafts, elevators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, decorative walls, landscaped areas and walkways;

   b) to close temporarily any of the common areas for maintenance purposes so long as reasonable access to the premises remains available;

   c) to designate other land and improvements outside the boundaries of the office building project to be a part of the

""
Lease of Blyco & Jiminez/Gavidia - Continued:

common areas, provided that such other land and improvements have a reasonable and functional relationship to the office building project;

d) to add additional buildings and improvements to the common areas;

e) to use the common areas while engaged in making additional improvements, repairs or alterations to the office building project, or any portion thereof;

f) to do and perform such other acts and make such other changes in, to, or with respect to the common areas and office building project as lessor may, in the exercise of sound business judgment deem to be appropriate.

42 TERMINATION ALLOWANCE: At the time that Lessee terminates its tenancy by vacating the premises at the end of the term of this lease or thereafter, provided that he is current with rental payments, is not in breach of any of the terms of this lease, made all payments due under this lease, and provided that he gives Lessor at least ninety (90) days advance written notice of their intention to vacate. Lessor may deduct Five Thousand Dollars ($5,000) from the last month of its tenancy. If Lessee does not vacate the Property by the date stated in its notice, the Five Thousand Dollars ($5,000) shall be immediately due and payable to Lessor. Should Lessor serve a Notice to Vacate on Lessee at a time when Lessor has complied with all of the terms and conditions of this lease and is not in default, then Lessee shall be entitled to a credit of Five Thousand Dollars ($5,000). Said credit shall be paid by Lessor to Lessee subsequent to Lessee vacating and surrendering the building and provided that: 1) Lessee leaves the premises in a clean condition and in the same condition as received, and 2) Lessee vacates the Premises in a timely manner and in accordance with said Notice from Lessor, and 3) Lessee makes all payments due thru the last month of its tenancy.

END OF LEASE

IN WITNESS WHEREOF, Lessor and Lessee have executed these presents, the day and year first above written.

BLYCO REALTY, LESSOR
By RONALD B. STEIN, PRESIDENT

LUIS E. TEJADA, JR., LESSEE

REYNA M. JIMENEZ/GAVIDIA, LESSEE

SOPRIS/SPOUTS BAR, INC., LESSEE
By Reyna M Jimenez, President

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Initials Lessor LT Lessee
RULES AND REGULATIONS

General Rules

1. Lessee shall not suffer or permit the obstruction of any Common Areas including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons lessor in good faith judges to be a threat to the safety and reputation of the Premises or Building and its occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with the other lessees or persons having business within the Premises or Building.
4. Lessee shall not keep animals or birds within the Premises or Building.
5. Lessee shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
6. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
7. Lessor shall not alter the locks or install new or additional locks or bolts.
8. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
9. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Building.
10. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Premises or Building.
11. Furniture, significant freight and equipment shall be moved into or out of the building only with the Lessor's knowledge and consent and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the building or Premises arising from any such activity.
12. Lessee shall not employ any servicer or contractor for services or work to be performed in the Building, except as approved by Lessor.
13. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays and on other days between the hours of 7PM and 7AM of the following day. If Lessee uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
14. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
15. No window coverings, shades or awnings shall be installed or used by Lessee.
16. No Lessee, employee or invitee shall go upon the roof of the Building.
17. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
18. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
19. Lessee shall not install, maintain or operate any vending machines upon the Premises or Building without Lessor's prior written consent.
20. The Premises and Building shall not be used for lodging or manufacturing, cooking or food preparation.
21. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
22. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee and any such waiver shall not constitute a waiver of any rule or regulation of any subsequent application thereof to such Lessee or any other Lessee.
23. Lessor assumes all the risks from theft or vandalism and agrees to keep its Premises locked as may be required.
24. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these rules and regulations.

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Lease of Blyco & Jimenez/Gavidia - Continued:

Parking Rules

1. Parking areas shall be used only for parking of vehicles no longer than full size passenger automobiles, hereinafter called "Permitted Size Vehicles". Vehicles other than Permitted Size Vehicles are herein referred to as "Over-sized Vehicles".

2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee’s employees, suppliers, shippers, customers, or invitees to be loaded, unloaded or parked in areas other than those designated by Lessor for such activities.

3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder’s parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.

4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.

5. Lessor reserves the right to relocate all or part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent office location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.

6. Users of parking area will obey all posted signs and park only in the areas designated for vehicle parking.

7. Unless otherwise instructed, every person using area is required to park and lock their own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

8. Validation, if established, will be permissible only by such method or methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.

9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.

10. No overnight parking shall be permitted.

11. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.

12. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.

13. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

Initials: Lessor ________________ Lessee ________________
**ADDENDUM A**

**Rental Schedule**

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exit (2)

existing bathrooms (to remain as existing)

employee bathroom (to remain as existing)

2 new pool tables

open area for dancing + karaoke

entry not to be used

main entry

proposed layout

1'-0" = 1/8"

proposed seating = 26

total sq.ft. 2,134.00

new counter to meet ada standards @ 36" ht. w/ wheelchair access below

new counter top @ 42" ht.

new work counter @ 36" ht. + liquor shelving

existing wall to remain new snack prep area
(owner to provide equipment spec + location per garfield county health code)

10'-0" hood (existing)

new bar
(owner to provide equipment spec + location)

13' - 10"

13' - 6"

3' - 9"

3' - 0"
Thank you for registering with the Colorado Department of Revenue! Your electronic application has been received. You will receive your Sales Tax License and/or Wage Withholding information in the mail in the next 10 business days.

You may use this receipt as a temporary Sales Tax License in the interim.

**Filing Information**

Your filing information is as follows:

- **Date:** 01/24/2018 09:24
- **Name:** SOPRIS SPORTS BAR
- **Address:** 914 Highway 133  
  Carbondale, CO 81623-1834
- **Sales Tax Account Number:** 37134484
- **Sales Tax Filing Frequency:** $300/month or more (Monthly)
- **Wage Withholding Account Number:** 37134484
- **Wage Withholding Filing Frequency:** $1-$6,999/Year - Quarterly

**Websites**

- **State of Colorado:** [www.colorado.gov](http://www.colorado.gov)
- **Colorado Department of Revenue:** [www.colorado.gov/revenue](http://www.colorado.gov/revenue)
- **Colorado Department of Revenue Online Customer Support Site:** [revenuestateco.custhelp.com](http://revenuestateco.custhelp.com)
- **File and pay your sales tax online:** [www.colorado.gov/RevenueOnline](http://www.colorado.gov/RevenueOnline)
- **Register to pay by EFT:** [www.colorado.gov/revenue/efr](http://www.colorado.gov/revenue/efr)

Please wait 2-3 business days while we validate your registration before attempting to access your account in Revenue Online. You will receive your license(s) in the mail within 10 business days. If you do not already have access to Revenue Online, you may use information from that letter to sign-up.
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,

SOPRIS SPORTS BAR INC

is a Corporation

formed or registered on 01/04/2018 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 20181014337.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/23/2018 that have been posted, and by documents delivered to this office electronically through 01/24/2018 @ 12:37:18.

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 01/24/2018 @ 12:37:18 in accordance with applicable law. This certificate is assigned Confirmation Number 10676486.

Secretary of State of the State of Colorado

****************************************************************************************************************
Notice: A certificate issued electronically from the Colorado Secretary of State’s Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State’s Web site, http://www.sos.state.co.us/bsf/Certificate/SearchCriteria.do and 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, trademarks” and select “Frequently Asked Questions.”
Articles of Incorporation for a Profit Corporation
filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

SOPRIS SPORTS BAR INC

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

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

Street address 908 HIGHWAY 133

(City) CARBONDALE
(State) CO
(ZIP/Postal Code) 81623

(Mailing address)
(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City) CARBONDALE
(State) CO
(ZIP/Postal Code) 81623

(Mailing address)
(leave blank if same as street address)

(Street number and name or Post Office Box information)

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

Name JIMENEZ GAVIDIA REYNA
(Last) (First) (Middle) (Suffix)

(if an individual)

or

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

Street address 908 HIGHWAY 133

(City) CARBONDALE
(State) CO
(ZIP/Postal Code) 81623

(Mailing address)
(leave blank if same as street address)

(Street number and name or Post Office Box information)

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

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

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

Name
(if an individual)

JIMENEZ GAVIDIA
(Last)

REYNA
(First)

or

(Middle)

(Suffix)

(Mailing address)

908 HIGHWAY 133

(Street number and name or Post Office Box information)

CARBONDALE
(City)

CO
(State)

81623
(ZIP/Postal Code)

United States
(Country)

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

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

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

☐ The corporation is authorized to issue 1,000,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

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

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

☐ This document contains additional information as provided by law.

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

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

The delayed effective date and, if applicable, time of this document is/are

Notice:

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

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

**ESTEBAN GOMEZ ABEL**

(First) (Middle) (Suffix)

401 27TH STREET STE 225

(Street number and name or Post Office Box information)

**GLENWOOD SPRINGS CO 81601**

(City) (State) (ZIP/Postal Code)

(Province – if applicable) United States (Country)

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

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

THIS LEASE, executed in duplicate at Burbank, California, this 25th day of January 2018 by and between Blyco Realty, as General Partner for Stein Properties, LP, hereinafter called Lessor, and Luis E. Tejada Jimenez & Reyna M. Jimenez Gavidia, as individuals, Sopriss Sports Bar, Inc., a Colorado Corporation, hereinafter called Lessee, hereinafter called respectively Lessor and Lessee, without regard to number or gender.

WITNESSETH: That Lessor hereby leases to Lessee, and Lessee hires from Lessor, a storefront for a billiards room and related business, and for no other purpose, those certain premises with the appurtenances, situated in the City of Carbondale, County of Garfield, State of Colorado, and more particularly described as follows, to wit:

A storefront, approximately 2,200 rentable square feet in size, located at 912 & 914 Highway 133, Carbondale, CO 81623 (The statement of size is an approximation only which the parties agree is reasonable and the rental based thereon is not subject to revision whether or not the actual size is more or less.)

The term shall be for two (2) years, commencing on the first day of February 2018, and ending on the last day of January 2020, at the total rent or sum of Ninety-Seven Thousand Five Hundred Dollars ($97,500), plus Common Area Maintenance Fees (CAM) as discussed in paragraph 3 below, in lawful money of the United States of America, which Lessee agrees to pay to Lessor without deduction, offset, prior notice, or demand, at such place or places as may be designated from time to time by Lessor, in installments as follows:

In summary:

<table>
<thead>
<tr>
<th>Period</th>
<th>Monthly Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>02/01/18 to 01/31/19</td>
<td>$2,500</td>
</tr>
<tr>
<td>02/01/19 to 01/31/20</td>
<td>Rent increases $100 monthly-See Addendum A</td>
</tr>
</tbody>
</table>

Lessee shall pay forthwith the sum of Eight Thousand Five Hundred Dollars ($8,500), of which $2,500 is the rental installment due February 1, 2018, One Thousand Dollars ($1,000) is toward the cost of Lessee's sign insert, and the balance is additional consideration for Lessor's entering into this lease, making improvements, and giving early occupancy.

It is further mutually agreed between the parties as follows:

1. POSSESSION: Lessee may have possession of the Premises upon Lease execution.

2. INSURANCE: Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than $1,000,000 per occurrence with an annual aggregate of not less than $2,000,000, an "Additional Insured-Managers or Lessors of Premises Endorsement" and contain the "Amendment of the Pollution Exclusion Endorsement" for damage caused by heat, smoke or fumes from a hostile fire. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "Insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessor nor relieve Lessee of any obligation hereunder. All insurance carried by Lessee shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

2.1 Lessor's Insurance

(a) Building and Improvements. Lessor shall obtain and keep in force a policy or policies of insurance in the name of Lessor, with loss payable to Lessor, any ground-Lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available

Initials: Lessor _____ Lessee _____
Lease of Blyce & Jimenez/Gavidia - Continued:

insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee under Paragraph 2.2. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $1,000 per occurrence.

(b) Rental Value. Lessor shall also obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period.

2.2 Property Insurance - Building, Improvements and Rental Value.

(a) Building and Improvements. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee’s personal property shall be insured by Lessee under Paragraph 2.3. If the coverage is available and commercially appropriate, such policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed $1,000 per occurrence.

(b) Adjacent Premises. Lessee shall pay for any increase in the premiums for the property insurance of the Building and for the Common Areas or other buildings in the Project if said increase is caused by Lessee’s acts, omissions, use or occupancy of the Premises.

(c) Lessee’s Improvements. Since Lessor is the Insuring Party, Lessor shall not be required to insure Lessee Owned Alterations and Utility Installations unless the item in question has become the property of Lessor under the terms of this Lease.

2.3 Lessee’s Property; Business Interruption Insurance.

(a) Property Damage. Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, trade fixtures, and Lessee owned alterations and utility installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed $1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade fixtures and lessee owned alterations and utility installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) Business Interruption. Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) No Representation of Adequate Coverage. Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

(d) Insurance Policies. Insurance required herein shall be by companies duly licensed or admitted to transact business in the state where the Premises are located, and maintaining during the policy term a "General Policyholders Rating" of at least B+, V, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do

Initials: Lessor _____ Lessee _____
Lease of Blyco & Jimenez/Gavidia - Continued:

or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 30 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof. Or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

(e) Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

(f) Burglar Alarm: Lessee will install a security system including a monitored burglar alarm, at Lessee’s sole cost and expense.

3. COMMON AREA MAINTENANCE: In addition to the minimum basic rent described above, Lessee shall pay Lessor the following items, herein called Adjustments:

a: All real estate taxes and insurance premiums on the premises, including land, building, and improvements thereon. Said real estate taxes shall include all real estate taxes and assessments that are levied upon and/or assessed against the premises, including any taxes which may be levied on rents. Said insurance shall include all insurance premiums for fire, extended coverage, liability, and any other insurance that landlord deems necessary on the premises. Said taxes and insurance premiums for purpose of this provision shall be reasonably apportioned in accordance with the total floor area of the premises as it relates to the total floor area of the building, which is from time to time completed as of the first day of each calendar quarter, (provided, however, that if any tenants in said building pay taxes directly to any taxing authority or carry their own insurance, as may be provided in their leases, their square footage shall not be deemed a part of the floor area).

b: That percent of the total cost of the following items as Lessee’s total floor area bears to the total floor area of the building which is from time to time completed as of the first day of each calendar quarter.

(i) All real estate taxes, including assessments, all insurance costs, all common utilities including electrical, water, rubbish removal, outside janitorial, snowplowing, parking lot maintenance and lighting, common area signage, promotional efforts for the center including holiday decorating and lighting, and all costs to maintain, repair, and replace common areas, parking lots, sidewalks, driveways, and other areas used in common by the tenants of the building

(ii) All costs to supervise and administer said common areas, parking lots, sidewalks, driveways, and other areas used in common by the tenants or occupants of the building. Said costs shall include such fees as may be paid to a third party in connection with same and shall in any event include a fee to landlord to supervise and administer same in an amount equal to ten (10%) percent of the total costs of (i) above.

(iii) Any parking charges, utilities surcharges, or any other costs levied, assessed or imposed by, or at the direction of, or resulting from statutes or regulations, or interpretations thereof, promulgated by any governmental authority in connection with the use or occupancy of the premises or the parking facilities servicing the premises.

Beginning February 1, 2020, Lessee shall, in addition to any base rent, pay the Common Area Maintenance Charges for the Premises. Lessee’s part of the current estimated monthly Common Area Maintenance ("CAM") charge for the premises is $0.60 per square foot or $1.320 per month. These premises are 2,200 square feet of the total current space of 29,565

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Initials: Lessor _____ Lessee_______
Square feet, for an approximate 7.44% fraction of the total. Lessee shall pay the CAM fee, which represents her share of the above adjustments as described above, on a monthly basis concurrently with the payment of rent. Tenant shall continue to make said monthly payments until notified by Lessor of a change thereof. By March 1 of each year Lessor shall endeavor to give Lessee a statement showing the total adjustments for the building for the prior calendar year and tenant’s allocable share thereof, prorated from the commencement of rental. In the event the total of the monthly payments which tenant has made for the prior calendar year be less that tenant’s actual share of such adjustments, then tenant shall pay the difference in a lump sum within ten days after receipt of such statement from landlord and shall concurrently pay the difference in monthly payments made in the then calendar year and the amount of monthly payments which are then calculated as monthly adjustments based on the prior year’s experience. Any over-payment by tenant shall be credited towards the monthly adjustments next coming due. The actual adjustments for the prior year shall be used for purposes of calculating the anticipated monthly adjustments for the then current year with actual determination of such adjustments after each calendar year as above provided; excepting that in any year in which resurfacing is contemplated landlord shall be permitted in include the anticipated cost of same as part of the estimated monthly adjustments. Even though the term has expired and tenant has vacated the premises, when the final determination is made of tenant’s share of said adjustments for the year in which this lease terminates, tenant shall immediately pay any increase due over the estimated adjustments previously paid and, conversely, any overpayment made shall be immediately rebated by landlord to tenant. Failure of landlord to submit statements as called for herein shall not be deemed to be a waiver of tenant’s requirement to pay sums as herein provided

4. WASTE & ALTERATIONS: Lessee shall not commit, or suffer to be committed, any waste upon said premises, or any nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located. Lessee shall not make or suffer to be made any alterations of the said premises or any part thereof, without the written consent of Lessor first had and obtained, and any additions to, or alterations of, said premises, except movable furniture and trade fixtures, shall, at Lessor’s option, become a part of the realty and belong to Lessor.

5. ABANDONMENT: Lessee shall not vacate or abandon the premises at any time during the term, and if Lessee shall abandon, vacate or surrender said premises or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises may be removed, and the Lessor shall have a lien upon all such property not exempt from a lien by California Law. However, any bank liens for Lessee’s financing thereof shall be senior to Lessor’s lien. Notice of Sale and the sale to enforce said lien, shall be governed by California Law. The proceeds realized from any such sale shall be applied first to the payment of the expenses of sale, reimbursement of costs to remove the property from the premises, costs of storage pending sale, and reasonable attorney’s fees incurred in connection therewith; any balance remaining shall be applied to the payment of any other sums which may then or thereafter be legally due Lessor from Lessee. After satisfying all of the obligations previously enumerated, the balance, if any, shall be paid over to the Lessee.

6. ACCEPTANCE OF PREMISES: Lessee has inspected and measured the premises and accepts them in their present “as is” condition. As a part of the consideration for rental, Lessee shall, at its sole cost, keep and maintain said premises and appurtenances and every part including interior of the premises, in good and sanitary order, condition and repair, replace light bulbs, ballasts, and broken glazing, etc. By entry hereunder, Lessee accepts the premises as being in good and sanitary order; condition and repair and agrees on the last day of said term, or sooner termination of this Lease, to surrender unto Lessor all and singular said premises with said appurtenances in the same condition as when received and to remove all of the Lessee’s signs from said premises.

7. COMPLIANCE WITH GOVERNMENT REQUIREMENTS: Lessee shall, at their sole cost, comply with all of the requirements of all Municipal, State and Federal authorities now in force, or which may hereafter be in force, pertaining to the use of said premises, and shall faithfully observe in said use all Municipal ordinances and State and Federal statutes now in force or which may hereafter be in force. The judgment of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessor be a party thereto or not, that Lessee has violated any such ordinance or statute in said use, shall be conclusive of that fact as between Lessor and Lessee.

8. HAZARDOUS MATERIALS: To the best of Lessor’s knowledge, the Building is in compliance with all Hazardous Materials laws and ordinances. Reportable Uses Require Consent. The term “Hazardous Substance” as used in this Lease shall mean any product, substance, or waste whose possession, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee’s expense) with all Applicable Requirements. “Reportable Use” shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous

Initials: Lessor

Lessee
Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (ii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements require that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessee to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

a. **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

b. **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

c. **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground Lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Project). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

d. **Lessor Indemnification.** Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which existed as a result of Hazardous Substances on the Premises prior to the Start Date or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

e. **Investigations and Remediation.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to the Start Date, unless such remediation is required as a result of Lessee's use (including "Alterations", as defined in section 3 above of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

f. **Lessor Termination Option.** If a Hazardous Substance Condition occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof) required by the Applicable Requirements and this Lease shall continue in full force.

Initials: Lessor _____ Lessee_______
Lease of Elrco & Jiminez/Gavidia - Continued:

and effect, but subject to Lessor's rights under this Section 7, Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or $100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or $100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

9. EXEMPTION OF LESSOR FROM LIABILITY: Lessor shall not be liable for any damage or injury to the person, business (or any loss of income therefrom), goods, wares, merchandise or other property of Lessee, Lessee's employees, invitees, customers or any other person in or about the property, whether such damage or injury is caused by or results from: (a) fire, steam, electricity, water, gas or rain; (b) the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures or any other cause; (c) conditions arising in or about the Property or upon other portions of the Project, or from other sources or places; or (d) any act or omission of any other tenant of the Project. Lessor shall not be liable for any such damage or injury even though the cause of or the means of repairing such damage or injury are not accessible to Lessee. The provisions of this Section shall not, however, exempt Lessor from liability for Lessor's gross negligence or willful misconduct. Notwithstanding any term or provision herein to the contrary, the liability of Lessor for the performance of its duties and obligations under this Lease is limited to Lessor's interest in the Property, and neither the Lessor nor its partners, shareholders, officers or other principals shall have any personal liability under this Lease.

10. INDEMNITY BY LESSEE: Lessee shall indemnify Lessor against and hold Lessor harmless from and against any and all costs, claims or liability arising from: (a) Lessee's use of the Property and adjacent areas, (b) the conduct of Lessee's business or anything else done or permitted by Lessee to be done in or about the Property, including any contamination of the Property or any other property resulting from the presence or use by Lessee or its agents, contractors or employees, of Hazardous Material (as hereafter defined), (c) any breach or default in the performance of Lessee's obligations under this Lease; (d) any misrepresentation or breach of warranty by Lessee under this Lease; or (e) any other acts or omissions of Lessee. Lessee shall defend Lessor against any such cost, claim or liability at Lessee's expense with counsel acceptable to Lessor or, at Lessor's election, Lessee shall upon demand reimburse Lessor for any legal fees or costs incurred by Lessor in connection with any such claim.

11. SIGNS: Lessee shall not place or permit to be placed any sign, decoration, marquee or awning on any part of said premises, including any windows or doors, without the advance written consent of Lessor. Lessee upon the request of Lessor shall immediately remove any sign or decoration which Lessee has placed or permitted to be placed in or about the premises which in the opinion of Lessor is objectionable or offensive, and if Lessee fails to do so, Lessor may enter said premises and remove or have removed the same at Lessee's expense. The sign-can and insert are part of the building, belonging to the Lessor, and only Lessor can arrange for any sign modifications. Any new signs will conform with the uniform sign criteria currently or hereinafter established for the building, including color scheme and design. Lessor is authorized by Lessee to arrange for repairs and service of Lessee's signs as needed including periodic cleaning, and Lessee shall pay the cost of said repairs and service. Lessee shall pay for all its signage, and maintenance and repairs thereof. Lessee agrees to have his sign in the sign-can above unit 912.

12. UTILITIES: Lessee shall pay for all gas, heat, light, power, janitorial service, rubbish service, water, telephone service, and all other services and utilities supplied to said premises, whether or not said services are separately metered to the Premises.

13. RIGHT TO ENTER: Lessee shall permit Lessor and its agents to enter into and upon said premises upon 24 hours advance notice (However in case of an emergency, no notice is required) for the purpose of inspecting the same or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building, including the erection and maintenance of such scaffolding, canopies, fences and props as may be required, or for the purpose of posting notices of non-responsibility for alterations, additions, or repairs or for the purpose of placing upon the Property in which the said premises are located any usual or ordinary "for sale" signs,

Initials: Lessor _______ Lessee _______
Lease of Blyco & Jiminez/Gavidia - Continued:

without any rebate of rent and without any liability to Lessee for any loss of occupation or quiet enjoyment of the premises thereby occasioned. Lessee shall permit Lessor, at any time within ninety (90) days prior to the expiration date of this lease to place upon said premises any usual or ordinary “for lease” or “for rent” signs.

14. DESTRUCTION: In the event of (a) a partial destruction of said premises or the building containing same during said term which requires repairs to either said premises or building, or (b) said premises or said building being declared unsafe or unfit for occupancy by any authorized public authority for any reason other than Lessee’s act, use or occupation which declaration requires repairs to either said premises or said building, Lessor shall forthwith make such repairs, provided such repairs can be made within sixty (60) days under the laws and regulations of authorized public authorities, but such partial destruction (including any destruction necessary in order to make repairs required by any such declaration) shall in no way annul or void this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall interfere with the business carried on by Lessee in said premises. If such repairs cannot be made within sixty (60) days, Lessor may, at its option, make same within a reasonable time, this lease continuing in full force and effect and the rent to be proportionately reduced, as in this paragraph provided. In the event that Lessor does not so elect to make such repairs which cannot be made within sixty (60) days, or such repairs cannot be made under such laws and regulation, this lease may be terminated at the option of either party. In respect to any partial destruction (including any destruction necessary in order to make repairs required by any such declaration) which Lessor is obligated to repair or may elect to repair under the terms of this paragraph the provisions of Section 1932, Subdivision (2), and Section 1933, Subdivision (4), of the Civil Code of the State of California are waived by Lessee. A total destruction (including any destruction required by any authorized public authority) of either said premises or said building shall terminate this lease. In the event of any dispute between Lessor and Lessee relative to the provisions of this paragraph which cannot otherwise be settled, the parties shall make application to the American Arbitration Association for binding arbitration to settle the dispute and to decide which of the parties shall bear the cost of said arbitration.

15. ASSIGNMENT: Lessee shall not assign this lease, or any interest therein, and shall not sublet said premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use said premises, or any portion thereof, without the written consent of Lessor first had and obtained. Furthermore, this lease shall not, nor shall any interest therein, be assignable, as to the interest of Lessee, by operation of law, without the written consent of Lessor first had and obtained, which consent will not be unreasonably withheld or delayed. A consent by Lessor to one assignment, subletting, occupation or use by any other person, whether by operation of law or otherwise, shall not be deemed to be a consent to any subsequent assignment, subletting occupation or use by any other person. Any such assignment or subletting, whether by operation of law or otherwise, without such written consent first had and obtained shall be void, and shall, at the option of Lessor, terminate this lease. Lessor shall charge a fee of $500 plus any legal or other costs Lessor may incur in evaluating and responding to any requests by Lessee for Lessor's consent to an assignment or sublease. Lessee shall pay to Lessor as additional rent 50% of any rent received by Lessee from any such assignment or sublease in excess of the monthly rent payable under this Lease; for a sublease, the rent computation shall be based on the percentage of space subleased. However, Lessee shall be able to deduct all reasonable costs of sublease or assignment from the calculation of additional rent payable to Lessor. Any assignment or sublease shall not in any way reduce Lessee’s obligations under this Lease. The above to the contrary notwithstanding, Lessee shall not have any right to assign this Lease, nor does Lessor have any obligation to agree to any such assignment, if Lessee is in default under any term or condition of this lease or if Lessee is not current on any payments due under this lease.

16. BANKRUPTCY: It is expressly understood and agreed that the Lessor is relying on the personal integrity, experience, and knowledge of the individuals operating the lessee enterprise and has relied upon their personal ability to maintain the commercial viability of the premises and the Lessor’s interest in the Property, and therefore either (a) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act shall constitute a breach of this lease by Lessee, and shall, at the option of Lessor, terminate this lease.

16.1 DEFAULT, BREACH, and REMEDIES: A “Default” is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A “Breach” is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises or where the Lessee has failed to maintain property insurance described in this Lease.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, or to fulfill any obligation under this Lease.

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Lease of Blyco & Jimenez/Gavidia - Continued:

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(e) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty.

16.2 REMEDIES: In the event of a default by Lessee, the Lessor may, in addition to any other rights and remedies given by law, terminate this Lease, and exercise such other remedies providing notice if so required, relating to it with required notice if notice is required, or demand in accordance with the following options and rights of Lessor.

a. So long as the event of default remains uncured, Lessor shall have the right to give notice of termination to Lessee, and on the date specified in this notice, this Lease will terminate.

b. If this Lease is terminated, Lessor may, by judicial process, re-enter the Premises, remove all persons and property, and re-possess and enjoy the Premises, all without prejudice to other remedies Lessor may have due to Lessee default or the termination.

c. If this Lease is terminated, Lessor shall have all the rights and remedies provided for the Lessor in the applicable Colorado Civil Code, in addition to any other rights and remedies that the Lessor has under law. The damages which Lessor may recover include without limitation: (i) The worth at the time of award of the unpaid rent which had been earned at the time of termination, (ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time the award exceeds the amount of the rental loss that Lessee proves could have been reasonably avoided; (iii) The worth at the time of award computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%) of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of rental loss that Lessee proves could be reasonably avoided; (iv) All reasonable legal expenses and other costs incurred by Lessor following Lessee's default; (v) All reasonable costs incurred by Lessor in restoring the Premises to good order and condition to relet the Premises; and (vi) All reasonable costs, including without limitation, any brokerage commissions incurred by Lessor in reletting the Premises.

d. If Lessee has breached this Lease, or abandoned the Premises, Lessor has the option to continue the Lease in effect until it is Lessor is noticed of termination of the Lease. Such rights include the right to recover the rental as it becomes due under this Lease. Lessor may also recover costs of maintenance or preservation of the Premises, including costs to relet the Premises. If the appointment of a receiver is sought by Lessor to protect Lessor's interest under the Lease or the Premises, this fact shall not constitute a termination of Lessee's right to possession.

e. The remedies provided in this Lease are in addition to any other remedies available Lessor at law, equity, by statute or otherwise.

16.3 INTEREST: Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due shall bear interest from the 31st day after it was due. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge.

17. SURRENDER: The voluntary or other surrender of this lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or subtenancies or may, at the option of Lessor, operate as an assignment to him of any or all of such subleases or subtenancies.

18. ARBITRATION OF DISPUTES: Except as provided in Paragraph B below, the Parties agree to resolve any and all claims, disputes or disagreements arising under this Lease, including, but not limited to any matter relating to Lessor's failure to approve an assignment, sublease or other transfer of Lessee's interest in the Lease, any other defaults by Lessor, or any defaults by Lessee, by and through arbitration as provided below and irrevocably waive any and all rights to the contrary. The Parties agree to conduct themselves at all times in strict, full, complete and timely compliance with the terms hereof, and any

Initials: Lessor _______ Lessee _______
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attempt to circumvent the terms of this Arbitration Agreement shall be absolutely null and void and of no force or effect whatsoever.

R. DISPUTES EXCLUDED FROM ARBITRATION: The following claims, disputes or disagreements under this Lease are expressly excluded from the arbitration procedures set forth herein: 1) disputes for which a different method of determination is specifically set forth in this Lease; 2) claims relating to (a) Lessor's exercise of any unlawful detainer rights pursuant to applicable law or (b) rights or remedies used by Lessor to gain possession of the Premises or terminate Lessee's right to possession of the Premises, all of which disputes shall be resolved by suit filed in the applicable court of jurisdiction.

C. APPOINTMENT OF AN ARBITRATOR: All disputes subject to this Arbitration Agreement shall be determined by binding arbitration before a retired judge of the State of California affiliated with either JAMS-Endispute (“JAMS”) or ADR Services, Inc. (“ADRS”), or as otherwise may be mutually agreed by Lessor and Lessee (the “Arbitrator”). Such arbitration shall be initiated by the Parties, or either of them, within ten (10) days after either party sends written notice (the “Arbitration Notice”) of a demand to arbitrate by registered or certified mail to the other party and to the Arbitrator. The Arbitration Notice shall contain a description of the subject matter of the arbitration, the dispute with respect thereto, the amount involved, if any, and the remedy or determination sought. The Parties may agree on a retired judge from the JAMS or ADRS panel. If they are unable to agree within ten days, JAMS or ADRS will provide a list of three available judges and each party may strike one. The remaining judge (or if there are two, the one selected by JAMS or ADRS) will serve as the arbitrator. In the event the Arbitrator is not selected as provided for above for any reason, the party initiating arbitration shall apply to the appropriate Court for the appointment of a qualified retired judge to act as the Arbitrator.

D. ARBITRATION PROCEDURE:

1. PRE-HEARING ACTIONS. The Arbitrator shall schedule a pre-hearing conference to resolve procedural matters, arrange for the exchange of information, obtain stipulations, and narrow the issues. The Parties will submit proposed discovery schedules to the Arbitrator at the pre-hearing conference. The scope and duration of discovery will be within the sole discretion of the Arbitrator. The Arbitrator shall have the discretion to order a pre-hearing exchange of information by the Parties, including, without limitation, production of requested documents, exchange of summaries of testimony of proposed witnesses, and examination by deposition of parties and third-party witnesses. This discretion shall be exercised in favor of discovery reasonable under the circumstances. The Arbitrator shall issue subpoenas and subpoenas duces tecum as provided for in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1282.6).

2. THE DECISION. The arbitration shall be conducted in the city or county within which the Premises are located at a reasonably convenient site. Any party may be represented by counsel or other authorized representative. In rendering a decision, the Arbitrator shall determine the rights and obligations of the Parties according to the substantive laws and the terms and provisions of this Lease. The Arbitrator's decision shall be based on the evidence introduced at the hearing, including all logical and reasonable inferences therefrom. The Arbitrator may make any determination and/or grant any remedy or relief that is just and equitable. The decision must be based on, and accompanied by, a written statement of decision explaining the factual and legal basis for the decision as to each of the principal controverted issues. The decision shall be conclusive and binding, and it may thereafter be confirmed as a judgment by the court of applicable jurisdiction, subject only to challenge on the grounds set forth in the applicable statutory or case law (e.g., in California Code of Civil Procedure Section 1286.2). The validity and enforceability of the Arbitrator's decision is to be determined exclusively by the court of appropriate jurisdiction pursuant to the provisions of this Lease. The Arbitrator may award costs, including without limitation, Arbitrator's fees and costs, attorneys' fees, and expert and witness costs, to the prevailing party, if any, as determined by the Arbitrator in its discretion.

E. WAIVER OF JURY TRIAL: The parties hereby expressly waive, relinquish and voluntarily give up any right that may exist under applicable law to have any action or proceeding involving the Property or arising out of this Agreement determined by a jury of the litigation.

19. ATTORNEY'S FEES: If any Party brings an action or proceeding (including arbitration) involving this Lease, to enforce the terms hereof, or to declare rights hereunder, the prevailing party, (as hereinafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorney fees and costs. Such fees may be awarded in the same

Initials: Lessor _________ Lessee _________
Lease of Blyco & Jiminez/Gavilda - Continued:

suit or recovered in a separate suit, whether or not such action or proceeding is pursued to judgment. The term “Prevailing Party” shall include, without limitation, a Party who substantially obtains or defeats relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment of the other Party of its claim or defense. The attorneys’ fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys’ fees and costs reasonably incurred. This paragraph shall also apply to any costs or attorneys’ fees incurred in the collection or enforcement of a judgment.

20. NOTICES: All notices to be given to Lessee shall be given in writing personally or by depositing the same in the United States mail as Certified Mail, Return Receipt Requested, and addressed to Lessee at said premises, whether or not Lessee has departed from or vacated the premises. All notices to be given to Lessor shall be given in writing personally or by depositing the same in the United States mail as Certified Mail, Return Receipt Requested, and addressed to the Lessor at the place designated by Lessor for the payment of rent, or at such other place or places as may be designated from time to time in writing by Lessor.

21. CHANGE OF OWNERSHIP OF BUILDING: If any security be given by Lessee to secure the faithful performance of all or any of the covenants of this lease on the part of Lessee, Lessor may transfer and/or deliver the security, as such, to the purchaser of the Property, in the event that the Property be sold, and thereupon Lessor shall be discharged from any further liability in reference thereto.

22. WAIVER: The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained.

23. HOLDING OVER: Lessee shall vacate the Property upon the expiration or earlier termination of this Lease. Lessor shall reimburse Lessor for and indemnify Lessor against all costs, expenses and damages (including attorneys’ fees as provided herein) which Lessor incurs from Lessee’s delay in vacating the Property. If Lessee does not vacate the Property upon the expiration or earlier termination of the Lease and Lessor thereafter accepts rent from Lessee, Lessor’s occupancy of the Property shall be a “month-to-month” tenancy, subject to all of the terms of this Lease applicable to a month-to-month tenancy, except that the rent then in effect shall be increased to an amount equal to one hundred fifty percent (150%) of the rent applicable during the last month preceding the expiration or termination and except that all options, if any, granted to Lessee shall lapse and be of no further effect. When Lessee seeks to terminate its tenancy by vacating the premises at the end of the term of this lease or thereafter, Lessee agrees to give Lessor at least ninety (90) days advance written notice of its intent to vacate.

24. SUBORDINATION: This lease is subject and subordinate to all existing leases and to all mortgages and deeds of trust which may now or hereafter affect the real property of which the leased premises form a part, and to all renewals, modifications, replacements and extensions thereof. Lessee hereby agrees to execute within ten (10) after Lessor’s written request any instruments for the benefit of the Lessor or a lender as may be necessary to effectuate this provision of the lease.

25. LESSEE COOPERATION:

(a) Estoppel Certificate. Upon Lessor’s written request, Lessee shall execute, acknowledge and deliver to Lessor a written statement certifying: (i) that none of the terms or provisions of this Lease have been changed (or if they have been changed, stating how they have been changed); (ii) that this Lease has not been canceled or terminated (if it be the case); (iii) the last date of payment of the Base Rent and other charges and the time period covered by such payment; (iv) that Lessor is not in default under this Lease (or, if Lessor is claimed to be in default, stating why); and (v) such other representations or information with respect to Lessee or the Lease as Lessor may reasonably request or which any prospective purchaser or encumbrancer of the Property may require. Lessee shall deliver such statement to Lessor within five (5) days after Lessor’s request. Lessor may give any such statement by Lessee to any prospective purchaser or encumbrancer of the Property or this Lease. Such purchaser or encumbrancer may rely conclusively upon such statement as true and correct. If Lessee does not deliver such statement to Lessor within such five (5) day period, Lessor, and any prospective purchaser or encumbrancer, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Lessor; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Lessor; (iii) that not more than one month’s Base Rent or other charges have been paid in advance; and (iv) that Lessor is not in default under the Lease. In such event, Lessee shall be estopped from denying the truth of such facts.

(b) Lessee’s Financial Condition. Within fourteen (14) business days after written request from Lessor, Lessee shall deliver to Lessor and/or any lender designated by Lessor annual financial statements and any more recent financial

Initials: Lessor _______ Lessee _______
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statements in Lessee's possession which Lessee is not prohibited by law from disclosing to Lessor, which shall be prepared and certified by Lessor's Chief Financial Officer, unless in the ordinary course of business Lessor's financial statements are prepared by certified public accountants in which case the financial statements shall be so prepared and certified, all of which shall be prepared in accordance with generally accepted accounting principles consistently applied, as Lessor or Lessor's lender reasonably requires to verify the net worth of Lessee or any assignee, subtenant, or guarantor of Lessee. In addition, Lessee shall deliver to any lender designated by Lessor any financial statements required by such lender to facilitate the financing or refinancing of the Property or this Lease. Lessee represents and warrants to Lessor that each such financial statement is a true and accurate statement as of the date of such statement. All financial statements shall be confidential and shall be used only for the purposes set forth in this Lease. Provided that Lessee stays current with its rental payments, Lessor will not require annual reports, however should any present or future Lender require financials, Lessee will provide upon Lessor's request.

26. **TAKING BY EMINENT DOMAIN:** In case the whole of the leased premises are taken by right of eminent domain or other authority of law during the period of this lease, or any extension thereof, this lease shall terminate. In case a part of the leased premises are taken by right of eminent domain or other authority of law, this lease may, at the election of either party, be terminated if written notice of such election is given within fifteen (15) days after receipt of written notice of such taking. If a part of the premises are taken by the right of eminent domain and neither party elects to terminate the lease, the rent herein stipulated shall be decreased proportionately according to the value of that part of the premises taken. Any compensation paid for the leasehold interest, excepting improvements paid for by Lessor, shall belong to Lessee. Any compensation paid for the land and improvements shall belong to Lessor.

27. **HEIRS:** The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto, and all of the parties hereto shall be jointly and severally liable hereunder.

28. **TIME:** Time is of the essence of this lease.

29. **LEAKS OR INTERRUPTION OF UTILITIES:** Lessor shall not be held responsible for damage or inconveniences resulting from interruption of utilities or leaks in the roof or pipes which are beyond Lessor's reasonable control. Lessor shall take reasonable steps to correct any such problem as quickly as possible after notification of the problem, but Lessee shall continue to be obligated to pay their customary rent despite the inconvenience or damage.

30. **PARKING:** Lessee and his employees shall not park their cars in the immediate front parking lot area but shall reserve this space for customer parking only.

31. **GENERAL:** Lessee shall not conduct or permit to be conducted any sale by auction on said premises. This lease is subject and subordinate to all existing leases and to all mortgages and deeds of trust which may now or hereafter affect the real property of which the leased premises form a part, and to all renewals, modifications, replacements and extensions thereof. Lessee shall pay an additional $50 for each check returned by the bank unpaid, and Lessee shall immediately replace said check with a Cashier's or Certified check, and at Lessor's sole discretion, Lessee will only pay with Cashier's or Certified checks for payments due under this Lease. Lessee shall pay $300 to Lessor for any Three-Day-Notice Lessor serves on Lessee.

32. **HEATING, AIR-CONDITIONING, REPAIRS & MAINTENANCE:** As part of the common area expense reimbursement in Section 3 above, Lessor shall maintain reasonable air conditioning to the Premises, the roof, parking lot, common areas, and structural elements of the Building. Should Lessee's business require special or extra air-conditioning, then Lessee shall pay the cost of installing the additional air conditioning, in addition to the cost to maintain and run the equipment. Lessee shall make all repairs costing less than $250 each. In addition, Lessee shall pay for all repairs to Lessee installed - improvements regardless of the cost of said repairs. Lessor shall have the right to make alterations to the windows or any other exterior modifications it so desires at any time during the term of this lease. Should Lessee need to vacate the building for fumigation, or for other repairs or pest mitigation, then Lessee shall only be entitled to deduct a prorata portion of rent for the days that Lessee cannot use the Premises.

33. **GLASS, DOORS & LOCKS:** Lessee shall be responsible for glass window replacement and repair of any damage to or defects in doors and locks. Lessee shall clean the interior of its windows at least once a month.

34. **RUBBISH:** Lessee shall place rubbish only in the proper containers in the rear of the premises. Lessee shall reimburse Lessor for Lessor's cost of cleaning up Lessee's rubbish, should Lessor choose to do so.

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35. LATE CHARGES: Lessee’s failure to pay rent promptly may cause Lessor to incur unanticipated costs for processing and accounting charges, late fees and other charges which may be imposed on Lessor by a lender, the exact amount of which are extremely difficult to ascertain. To cover such costs, Lessor shall pay an additional $350 charge for any rental payment received by Lessor after the 10th of the month, which the parties agree is a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Any amount owed by Lessee to Lessor which is not paid when due shall bear interest at the rate of ten percent (10%) per annum from the due date of such amount, compounded monthly. The payment of interest or late charges on such amounts shall not excuse or cure any default by Lessee under this Lease nor prevent Lessor from exercising any of the other rights and remedies under this Lease or at law. If the interest rate specified in this Lease is higher than the rate permitted by law, the interest rate is hereby decreased to the maximum legal interest rate permitted by law.

36. RULES & REGULATIONS: Lessor and/or its agents shall have the exclusive control and management of the common areas, and shall have the right, from time to time, to adopt, modify, amend and enforce reasonable rules and regulations ("Rules and Regulations") for the management, safety, care, and cleanliness of the building, grounds, parking and unloading of vehicles, and the preservation of good order, as well as for the convenience of other occupants or tenants of the Building and Project and their invitees. The Lessee agrees to abide by and conform to all such Rules and Regulations, and to cause its employees, suppliers, customers, contractors and invitees to so abide and conform. Lessor shall not be responsible to Lessee for the noncompliance with said Rules and Regulations by other tenants of the Project. "Building" or "Project" shall mean the building, parking lots, grounds and/or any appurtenances. Current Rules and Regulations are attached hereto and made a part hereof by reference herein. Lessee is entitled to quiet enjoyment as provided under law.

37. AMERICANS WITH DISABILITIES ACT: Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee’s specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee’s use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee’s expense.

38. OCCUPANCY TERMINATION: When Lessee vacates the Premises at the end of the Lease term, or as otherwise provided herein this Lease, Lessee agrees to give Lessor at least ninety (90) days advance written notice of its intent to so vacate. Should Lessee fail to give at least ninety (90) days advance written notice, then Lessee will pay rent for at least ninety (90) days from the date that such notice is given.

39. EXISTING CONSTRUCTION MATERIALS: Should Lessee desire to make any changes or modifications to the Premises, then Lessee shall be required to incur all costs that may be needed to update, remove, or remediate any non compliant materials or conditions of the Premises.

40. LESSOR RIGHT TO CANCEL: Lessor may cancel this Lease at any time should Lessor plan to tear down the building and redevelop the site or should Lessor decide to put the property on the market for sale. Lessor agrees to give Lessee at least 120 days advance written notice of its intent to so cancel.

41. COMMON AREAS: The term “Common Areas” is defined as all areas and facilities outside the premises and within the exterior boundary line of the office building project that are provided and designated by the Lessor from time to time for the general non-exclusive use of Lessor, Lessee and of other Lessees of the building project and their respective employees, suppliers, shippers, customers, and invitees, including but not limited to common entrances, lobbies, corridors, stairways and stairwells, public restrooms, elevators, parking areas to the extent not otherwise prohibited by this lease, loading and unloading areas, trash areas, roadways, sidewalks, walkways, parkways, ramps, driveways, landscaped areas and decorative walls. Lessor shall have the right, in Lessor’s sole discretion, from time to time.

a) to make changes to the building interior and exterior and common areas, including, without limitation, changes in the location, size shape, number, and appearance thereof, including but not limited to lobbies, windows, stairways, air shafts, elevators, restrooms, driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, decorative walls, landscaped areas and walkways.

b) to close temporarily any of the common areas for maintenance purposes so long as reasonable access to the premises remains available;

c) to designate other land and improvements outside the boundaries of the office building project to be a part of the

Initials: Lessor _______ Lessee _______
Lease of Blyco & Jimenez/Gavidia - Continued:

common areas, provided that such other land and improvements have a reasonable and functional relationship to the office building project;

d) to add additional buildings and improvements to the common areas;

e) to use the common areas while engaged in making additional improvements, repairs or alterations to the office building project, or any portion thereof;

f) to do and perform such other acts and make such other changes in, to or with respect to the common areas and office building project as Lessor may, in the exercise of sound business judgment deem to be appropriate.

42. TERMINATION ALLOWANCE: At the time that Lessee terminates their tenancy by vacating the premises at the end of the term of this lease or thereafter, provided that he is current with rental payments, is not in breach of any of the terms of this lease, made all payments due under this Lease, and provided that he gives Lessor at least ninety (90) days advance written notice of their intention to vacate, Lessee may deduct Five Thousand Dollars ($5,000) from the last month of its tenancy. If Lessee does not vacate the Property by the date stated in its notice, the Five Thousand Dollars ($5,000) shall be immediately due and payable to Lessor. Should Lessor serve a Notice to Vacate on Lessee at a time when Lessee has complied with all of the terms and conditions of this Lease and is not in default, then Lessee shall be entitled to a credit of Five Thousand Dollars ($5,000). Said credit shall be paid by Lessor to Lessee subsequent to Lessee vacating and surrendering the building and provided that: 1) Lessee leaves the premises in a clean condition and in the same condition as received, and 2) Lessee vacates the Premises in a timely manner and in accordance with said Notice from Lessor, and 3) Lessee makes all payments due thru the last month of its tenancy.

END OF LEASE

IN WITNESS WHEREOF, Lessor and Lessee have executed these presents, the day and year first above written.

BLYCO REALTY, LESSOR
By: RONALD B. STEIN, PRESIDENT

LUIS E. TEJADA JIMENEZ, LESSEE

REYNA M JIMENEZ GAVIDIA, LESSEE

SOPRIS SPORTS BAR, INC., LESSEE
By: Reyna M Jimenez Gavidia, President

-13-

Initials: Lessor _____ Lessee _____
Lease of Blyco & Jiminez/Gavidia - Continued:

RULES AND REGULATIONS

General Rules

1. Lessee shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways and stairways.
2. Lessor reserves the right to refuse access to any persons Lessor in good faith judges to be a threat to the safety and reputation of the Premises or Building and it occupants.
3. Lessee shall not make or permit any noise or odors that annoy or interfere with the other lessees or persons having business within the Premises or Building.
4. Lessee shall not keep animals or birds within the Premises or Building.
5. Lessee shall not bring bicycles, motorcycles or other vehicles into areas not designated as authorized for same.
6. Lessee shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
7. Lessee shall not alter any lock or install new or additional locks or bolts.
8. Lessee shall be responsible for the inappropriate use of any toilet rooms, plumbing or other utilities. No foreign substances of any kind are to be inserted therein.
9. Lessee shall not deface the walls, partitions or other surfaces of the Premises or Building.
10. Lessee shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Premises or Building.
11. Furniture, significant freight and equipment shall be moved in or out of the building only with the Lessor’s knowledge and consent, and subject to such reasonable limitations, techniques and timing, as may be designated by Lessor. Lessee shall be responsible for any damage to the Building or Premises arising from any such activity.
12. Lessee shall not employ any service or contractor for services or work to be performed in the Building, except as approved by Lessor.
13. Lessor reserves the right to close and lock the Building on Saturdays, Sundays and Building Holidays, and on other days between the hours of 7PM and 7AM of the following day. If Lessor uses the Premises during such periods, Lessee shall be responsible for securely locking any doors it may have opened for entry.
14. Lessee shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
15. No window coverings, shades or awnings shall be installed or used by Lessee.
16. No Lessee, employee or invitee shall go upon the roof of the Building.
17. Lessee shall not suffer or permit smoking or carrying of lighted cigars or cigarettes in areas reasonably designated by Lessor or by applicable governmental agencies as non-smoking areas.
18. Lessee shall not use any method of heating or air conditioning other than as provided by Lessor.
19. Lessee shall not install, maintain or operate any vending machines upon the Premises or Building without Lessor’s prior written consent.
20. The Premises and Building shall not be used for lodging or manufacturing, cooking or food preparation.
21. Lessee shall comply with all safety, fire protection and evacuation regulations established by Lessor or any applicable governmental agency.
22. Lessor reserves the right to waive any one of these rules or regulations, and/or as to any particular Lessee, and any such waiver shall constitute a waiver of any rule or regulation of any subsequent application thereof to such Lessee or any other Lessee.
23. Lessee assumes all the risks from theft or vandalism and agrees to keep its Premises locked as may be required.
24. Lessor reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Project and its occupants. Lessee agrees to abide by these rules and regulations.

Initials: Lessor _______  Lessee _______
Lease of Blyco & Jiminez/Gavidia - Continued:

Parking Rules

1. Parking areas shall be used only for parking of vehicles no longer than full-size passenger automobiles, hereinafter called "Permitted Size Vehicles". Vehicles other than Permitted Size Vehicles are herein referred to as "Oversized Vehicles".

2. Lessee shall not permit or allow any vehicles that belong to or are controlled by Lessee or Lessee's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded or parked in areas other than those designated by Lessor for such activities.

3. Parking stickers or identification devices shall be the property of Lessor and be returned to Lessor by the holder thereof upon termination of the holder's parking privileges. Lessee will pay such replacement charge as is reasonably established by Lessor for the loss of such devices.

4. Lessor reserves the right to refuse the sale of monthly identification devices to any person or entity that willfully refuses to comply with the applicable rules, regulations, laws and/or agreements.

5. Lessor reserves the right to relocate all or part of parking spaces from floor to floor, within one floor, and/or to reasonably adjacent offsite location(s), and to reasonably allocate them between compact and standard size spaces, as long as the same complies with applicable laws, ordinances and regulations.

6. Users of parking area will obey will posted signs and park only in the areas designated for vehicle parking.

7. Unless otherwise instructed, every person using area is required to park and lock its own vehicle. Lessor will not be responsible for any damage to vehicles, injury to persons or loss of property, all of which risks are assumed by the party using the parking area.

8. Validation, if established, will be permissible only by such methods as Lessor and/or its licensee may establish at rates generally applicable to visitor parking.

9. The maintenance, washing, waxing or cleaning of vehicles in the parking structure or Common Areas is prohibited.

10. No overnight parking shall be permitted.

11. Lessee shall be responsible for seeing that all of its employees, agents and invitees comply with the applicable parking rules, regulations, laws and agreements.

12. Lessor reserves the right to modify these rules and/or adopt such other reasonable and non-discriminatory rules and regulations as it may deem necessary for the proper operation of the parking area.

13. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

-15-

Initials: Lessor [________]  Lessee [________]
**ADDENDUM A**  
**Rental Schedule**

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Monthly Rent</th>
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</thead>
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<td>03/01/18</td>
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<td>2,600</td>
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<tr>
<td>04/01/18</td>
<td>04/30/18</td>
<td>2,700</td>
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<tr>
<td>05/01/18</td>
<td>05/31/18</td>
<td>2,800</td>
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<tr>
<td>06/01/18</td>
<td>06/30/18</td>
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<td>4,900</td>
</tr>
<tr>
<td>01/01/20</td>
<td>01/31/20</td>
<td>5,000</td>
</tr>
</tbody>
</table>

**Initials:**  
Lessor _____  
Lessee _____
**Application Documents Checklist and Worksheet**

**Instructions:** This checklist should be utilized to assist applicants with filing all required documents for licensure. All documents must be properly signed and correspond with the name of the applicant exactly. All documents must be typed or legibly printed. Upon final State approval the license will be mailed to the local licensing authority. Application fees are nonrefundable.

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

<table>
<thead>
<tr>
<th>Items submitted, please check all appropriate boxes completed or documents submitted</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>I. Applicant information</strong></td>
</tr>
<tr>
<td>✔ A. Applicant/Licensee identified</td>
</tr>
<tr>
<td>✔ B. State sales tax license number listed or applied for at time of application</td>
</tr>
<tr>
<td>☐ C. License type or other transaction identified</td>
</tr>
<tr>
<td>☐ D. Return originals to local authority</td>
</tr>
<tr>
<td>☐ E. Additional information may be required by the local licensing authority</td>
</tr>
<tr>
<td>☐ F. All sections of the application need to be completed</td>
</tr>
<tr>
<td><strong>II. Diagram of the premises</strong></td>
</tr>
<tr>
<td>✔ A. No larger than 8 1/2&quot; X 11&quot;</td>
</tr>
<tr>
<td>✔ B. Dimensions included (does not have to be to scale). Exterior areas should show type of control (fences, walls, entry/exit points, etc.)</td>
</tr>
<tr>
<td>✔ C. Separate diagram for each floor (if multiple levels)</td>
</tr>
<tr>
<td>☐ D. Kitchen - identified if Hotel and Restaurant</td>
</tr>
<tr>
<td>☐ E. Bold/Outlined Licensed Premises</td>
</tr>
<tr>
<td><strong>III. Proof of property possession (One Year Needed)</strong></td>
</tr>
<tr>
<td>✔ A. Deed in name of the applicant (or) (matching question #2) date stamped / filed with County Clerk</td>
</tr>
<tr>
<td>☐ B. Lease in the name of the applicant (or) (matching question #2)</td>
</tr>
<tr>
<td>☐ C. Lease assignment in the name of the applicant with proper consent from the Landlord and acceptance by the Applicant</td>
</tr>
<tr>
<td>☐ D. Other agreement if not deed or lease. (matching question #2) (Attach prior lease to show right to assumption)</td>
</tr>
<tr>
<td><strong>IV. Background information and financial documents</strong></td>
</tr>
<tr>
<td>✔ A. Individual History Records(s) (Form DR 8404-I)</td>
</tr>
<tr>
<td>✔ B. Fingerprints taken and submitted to local authority (State Authority for Master File applicants)</td>
</tr>
<tr>
<td>☐ C. Purchase agreement, stock transfer agreement, and/or authorization to transfer license</td>
</tr>
<tr>
<td>☑ D. List of all notes and loans (Copies to also be attached)</td>
</tr>
<tr>
<td><strong>V. Sole proprietor/husband and wife partnership (if applicable)</strong></td>
</tr>
<tr>
<td>☐ A. Form DR 4679</td>
</tr>
<tr>
<td>☐ B. Copy of State issued Driver’s License or Colorado Identification Card for each applicant</td>
</tr>
<tr>
<td><strong>VI. Corporate applicant information (if applicable)</strong></td>
</tr>
<tr>
<td>✔ A. Certificate of Incorporation date stamped by the Colorado Secretary of State’s Office</td>
</tr>
<tr>
<td>✔ B. Certificate of Good Standing</td>
</tr>
<tr>
<td>☐ C. Certificate of Authorization if foreign corporation</td>
</tr>
<tr>
<td>☑ D. List of officers, directors and stockholders of applying corporation (If wholly owned, designate a minimum of one person as principal officer of parent)</td>
</tr>
<tr>
<td><strong>VII. Partnership applicant information (if applicable)</strong></td>
</tr>
<tr>
<td>☐ A. Partnership Agreement (general or limited). Not needed if husband and wife</td>
</tr>
<tr>
<td>☐ B. Certificate of Good Standing (if formed after 2009)</td>
</tr>
<tr>
<td><strong>VIII. Limited Liability Company applicant information (if applicable)</strong></td>
</tr>
<tr>
<td>✔ A. Copy of articles of organization (date stamped by Colorado Secretary of State’s Office)</td>
</tr>
<tr>
<td>☐ B. Certificate of Good Standing</td>
</tr>
<tr>
<td>☐ C. Copy of operating agreement</td>
</tr>
<tr>
<td>☐ D. Certificate of Authority if foreign company</td>
</tr>
<tr>
<td><strong>IX. Manager registration for Hotel and Restaurant, Tavern, Lodging &amp; Entertainment, and Campus Liquor Complex licenses when included with this application</strong></td>
</tr>
<tr>
<td>☐ A. $75.00 fee</td>
</tr>
<tr>
<td>☐ B. Individual History Record (DR 8404-I)</td>
</tr>
<tr>
<td>☐ C. If owner is managing, no fee required</td>
</tr>
</tbody>
</table>
I, the undersigned, am aware that an application for a COLORADO liquor license has been filed with the Carbondale Licensing Authority by: Sopris Sports Bar dba 914 Highway 133 Carbondale, and proposed to be located at 914 Highway 133 Carbondale. I am at least 21 years of age and am a resident or owner or manager of a business located within the defined neighborhood boundaries of the proposed liquor establishment. I have indicated below whether I consider the granting of the above-mentioned liquor license to be desirable and necessary for the reasonable requirements of the neighborhood:

<table>
<thead>
<tr>
<th>#</th>
<th>Signature</th>
<th>Printed Name</th>
<th>Address</th>
<th>Business Owner, Business Manager, Resident?</th>
<th>Date Signed</th>
<th>Yes</th>
<th>No</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>Bee Lowick</td>
<td>Beal Lowick</td>
<td>1309 Wald Circle</td>
<td>BOS, Owner</td>
<td>1/25/18</td>
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<td>2.</td>
<td>Lauren</td>
<td>Lauren Yungman</td>
<td>695 Cr 109</td>
<td>Resident</td>
<td>1/25/18</td>
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<td>3.</td>
<td>Andrew</td>
<td>Andrew Becker</td>
<td>6195 Cr 109</td>
<td>Bus. owner</td>
<td>1/25/18</td>
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<td>4.</td>
<td>Victor</td>
<td>Victor Ortiz</td>
<td>916 Hwy 133</td>
<td>Bus. owner</td>
<td>1/25/18</td>
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<td>5.</td>
<td>Spector</td>
<td>Spector Carr</td>
<td>0508 Hwy 133</td>
<td>Bus. owner</td>
<td>1/25/18</td>
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<tr>
<td>6.</td>
<td>Gloria</td>
<td>Gloria Castillo</td>
<td>530 Hwy 133</td>
<td>Owner</td>
<td>1/24/18</td>
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<tr>
<td>7.</td>
<td>Vannana</td>
<td>Vannana Muniz</td>
<td>688 Hwy 133</td>
<td>Manager</td>
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<td>8.</td>
<td>Debra</td>
<td>Debra Harrell</td>
<td>570 Hwy 133</td>
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<tr>
<td>9.</td>
<td>Araceli</td>
<td>Araceli Garcia</td>
<td>80 Byron Tr</td>
<td>Resident</td>
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<td>10.</td>
<td>Akilia</td>
<td>Akilia Malea</td>
<td>576 Hwy 133</td>
<td>Manager</td>
<td>1/24/18</td>
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<td>11.</td>
<td>Grisel</td>
<td>Grisel Valerio</td>
<td>1900 Williams Cn</td>
<td>Resident</td>
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<tr>
<td>12.</td>
<td>Ana</td>
<td>Ana Padilla</td>
<td>1194 Heritage Dr</td>
<td>Business Owner</td>
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<td>13.</td>
<td>Ana</td>
<td>Ana Pérez</td>
<td>996 Hwy 133</td>
<td>Holiday owner</td>
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<td>14.</td>
<td>Debra</td>
<td>Debra Harrell</td>
<td>266 Rabbit Rdo.</td>
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<td>15.</td>
<td>Aisian</td>
<td>Aisian Rice</td>
<td>15 Easy St</td>
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<td>16.</td>
<td>Brian</td>
<td>Brian Harrell</td>
<td>805 Blake Ave</td>
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<td>17.</td>
<td>Brian</td>
<td>Brian Marcus</td>
<td>424 Skierbrenner</td>
<td>Resident</td>
<td>1/26/18</td>
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<td>18.</td>
<td>Vernon</td>
<td>Vernon Ballatore</td>
<td>900 Garfield Ave</td>
<td>Manager</td>
<td>1/26/18</td>
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<td>19.</td>
<td>Chuck</td>
<td>Chuck Rodriguez</td>
<td>47 Main St</td>
<td>Owner</td>
<td>1/27/18</td>
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<tr>
<td>20.</td>
<td>C. R.</td>
<td>C. R. Rodriguez</td>
<td>47 Main St</td>
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<td>21.</td>
<td>Renee</td>
<td>Renee Grossman</td>
<td>422 Hwy 133</td>
<td>Owner</td>
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<td>22.</td>
<td>Brian</td>
<td>Brian Sweetman</td>
<td>15180 Hwy 133</td>
<td>Resident</td>
<td>1/30/18</td>
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<tr>
<td>23.</td>
<td>Jessica</td>
<td>Jessica Cole</td>
<td>201 Colorado Ave</td>
<td>Manager</td>
<td>2/15/18</td>
<td></td>
<td>X</td>
</tr>
</tbody>
</table>
AFFIDAVIT

CIRCULATOR

I, LUIS E. TEJADA JIMENEZ, do hereby certify that I was the circulator of the attached petitions and further, that I personally witnessed each signature appearing on the petitions. To the best of my knowledge, the signature thereon is the signature of the person whose name it purports to be, each address given opposite each name is the true address of the person that signed, that each person who signed the petition represented theirself to be 21 years of age or older, and that each person who signed the petition had the opportunity to read, or have read to them, the petition in its entirety and understands its meaning. I also hereby affirm that no promises, threats, or inducements were employed whatsoever in connection with the presentation of this petition and that every signature appearing hereon was completely free and voluntarily given.

Circulator

STATE OF COLORADO  )
 ) SS.
COUNTY OF GARFIELD  )

Subscribed and sworn to before me this 5th day of February 2018.

Notary Public

CDerby/Liquor Licenses/Forms/Petition to the Carbondale Liquor Licensing Authority
Board of Trustees Agenda Memorandum

Meeting Date: 3/13/2018
Attachment: J
Item: 9

TITLE: Public Hearing – Sopris Labs, LLC Retail and Medical Marijuana Infused Products (MIP) License Applications

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Retail and Medical Marijuana MIP Applications

BACKGROUND:

On January 24, 2018, Sopris Labs, LLC submitted Applications for a Retail and Medical Marijuana MIP; both were deemed complete on February 5, 2018. All of the legal noticing requirements have been met by the applicant and staff.

The proposed MIPs are not located within 500 feet of a school/daycare or alcohol/drug treatment facility.

The Applicant’s Agent is owner Chapman Ducote. Staff can attest that Mr. Ducote, who currently resides in Basalt, is over 21, and meets the criteria to be the local agent representative.

If approved, the Applicant will meet with the building official to make certain that they are in compliance with all building codes, and the police will conduct an inspection of their security system.

Hours of operation will be 8:00 am – 12:00: am, Monday – Sunday.

FINANCIAL: All fees have been paid.

DISCUSSION: The Board may wish to determine if the Retail and Medial Marijuana Infused Product Applications are complete, meets all of the criteria set forth in Carbondale’s Retail and Medical Marijuana Ordinances, and the Colorado Retail and Medical Marijuana Code as adopted.
RECOMMENDATION:

Town staff recommends that the Board of Trustees make a motion to approve Sopris Labs’ Retail and Marijuana Infused Product Applications. If approved, the following recommended conditions should apply:

1. The Applicant will provide the building official with all pertinent building permits, an industrial hygienist report, architect stamped floor plan, and engineer stamped mechanical, electrical and plumbing drawings; and

2. The police will conduct an inspection of the security system.

Prepared By: Cathy Derby

[Signature]
Town Manager

Phone 970.510-1205  Fax 970.963.9140
**RETAIL MARIJUANA LICENSE APPLICATION**

Date of Application: 1/24/18  
Date Application Deemed Complete: 2/6/18

Date of Public Hearing: 3/13/18  
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):

- [x] Retail Marijuana Products Manufacturing Facility*
- [ ] Retail Marijuana Store
- [ ] Retail Marijuana Cultivation 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
- [x] Limited Liability Company
- [ ] Sole Proprietor
- [ ] Association or Other
- [ ] Partnership

Applicant Name: **Sopris Labs, LLC**

Trade Name of Establishment (doing business as): **N/A**

Applicant Contact Name (please print): **Chapman Ducote**

Address of Premises Location:

695 Buggy Circle  
Carbondale, CO 81623

Street Address  
City  
State  
Zip Code

Business Mailing Address (if different from Premise location):

Street Address  
City  
State  
Zip Code

Business Phone: **Below**  
Emergency Phone: **See Below**

Business Email Address: **See Below**  
Website Address: __________________

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

State Medical Marijuana License No: __________________

**Chapman**  
**Mike**  
**James**

Chapman@soprislabs.co  
M hopson@soprislabs.com  
J young@soprislabs.com
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>Chapman Ducote</td>
<td>Salt, CO 81621</td>
<td></td>
<td>AGENT</td>
<td>90%</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, 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>James Young</td>
<td>En CO 81612</td>
<td></td>
<td>Member</td>
<td>5%</td>
</tr>
<tr>
<td>Mike Hopson</td>
<td>3, Aspen CO 81611</td>
<td></td>
<td>Member</td>
<td>5%</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):
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>Buggy Holdings, LLC</td>
<td>Cops Labs, LLC</td>
<td>12/31/22</td>
</tr>
</tbody>
</table>

Building Owner’s Mailing Address:
695 Buggy Circle, Carbondale CO 81623

Street Address | City | State | Zip Code
|----------------|------|-------|--------|

Contact Information:
Chapman, James, Mike

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: TBD

Home Address:
Aspen CO 81611

Street Address:
3
Business Cell Phone Number: 970.710.6869  Email Address: lyoung@isoprislabs.com

Driver’s License Number:  
Issuance 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>n/a</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
</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>TBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<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  8:00 AM to 12:00 AM  Friday  8:00 AM to 12:00 AM
Tuesday  8:00 AM to 12:00 AM  Saturday  9:00 AM to 12:00 AM
Wednesday  8:00 AM to 12:00 AM  Sunday  8:00 AM to 12:00 AM

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: Attached.
• 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>Chapman Ducote- Managing Member</td>
<td>1/15/2018</td>
</tr>
<tr>
<td>Department</td>
<td>Date Sent</td>
<td>Recommendation Notes</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------</td>
<td>----------------------</td>
</tr>
<tr>
<td>Finance Department</td>
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<tr>
<td>Police Department</td>
<td></td>
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<tr>
<td>Planning Department</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building Department</td>
<td>8/14/18</td>
<td></td>
</tr>
<tr>
<td>Town Manager</td>
<td>7/26/18</td>
<td></td>
</tr>
</tbody>
</table>

**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
Memorandum

To: Cathy Derby, Town Clerk

From: John Plano, Building Official

Date: 01/26/2018

Re: Sopris Labs LLC, 695 Buggy Circle
Retail Marijuana Products Manufacturing Facility License
Medical Marijuana Infused Products Manufacturing License

The Building Department is recommending approval of the licenses based on the applicant applying for and obtaining building permits, mechanical permits, electrical permits and plumbing permits.

Being a new industry and the lack of knowledge associated with the alcohol extraction processes, I am obligated to use the code section listed below from the fire code:

104.7.2 Technical assistance. To determine the acceptability of technologies, processes, products, facilities, materials and uses attending the design, operation or use of a building or premises subject to inspection by the fire code official, the fire code official is authorized to require the owner or agent to provide, without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the fire code official and shall analyze the fire safety properties of the design, operation or use of the building or premises and the facilities and appurtenances situated thereon, to recommend necessary changes. The fire code official is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

A Fire Protection Engineer (FPE) or Colorado Certified Industrial Hygienist is to provide a comprehensive report for the specific location where the operation is to take place. This report shall list all the code requirements and life safety precautions for the specific space, the specific method of extraction and equipment being utilized.

An architect is to provide stamped detailed floor plans, code analysis, fire rated construction, etc. for the building permit submittal. The architect is to reference the FPE’s report on the drawings and follow all State Regulations. The floor plan submitted with this application does not meet Building Codes for exiting or accessibility. The floor plans will need to be revised when submitted for building permit.

Colorado Engineer stamped mechanical, electrical and plumbing (MEP) drawings are required to be submitted with the architectural drawings. The MEP engineer is to
reference the FPE’s report on the drawings, design specifically to the report and to the Colorado State Marijuana laws.

Things to consider but not limited to:

- Occupancy Classification
- Control Areas
- Fire rated construction
- Isolation of the operation from other uses in the building
- Specific requirements for the equipment utilized
- Hazardous material amounts, storage, and use criteria
- Explosion proof electrical
- Fire Protection Requirements, alarm/sprinkler/specific suppression, if required
- Ventilation Requirements
- Hazardous exhaust ducts, fume hood, etc
- Hazardous gas monitoring system requirements
- Spill control
- Emergency Eye Wash Station
- Operational procedures
- Prior to the Town’s final inspection, the FPE or the Industrial Hygienist will be required to perform an inspection and provide a letter for the building file that the extraction system and life-safety items are to their requirements.
- Light Manufacturing Occupancy requires the floor live load to be designed to 125 pounds per square foot with a 2000-pound concentrated load. The existing floor system is to be analyzed by a licensed structural engineer for verification and provide letter of compliance. If the floor needs reinforcement, please include engineer stamped drawings for the upgrade.

Any requirements from the State of Colorado are the responsibility of the applicant to abide by.
Town of Carbondale  
511 Colorado Avenue  
Carbondale, CO 81623

Medical Marijuana Facility Permit Application

New Permit Application or Transfer of License Fee: $1,000.00  
On-site Associated Licenses: $500.00  
New Associated facility on-site/off-site Associated facilities: $500.00  
Renewal Application Fee w/All Onsite Facilities: $500.00  
Associated Offsite Facilities Renewal: $250.00  
Additional Employee/Change of Manager/Owner Fee: $100.00  
Modification of Premises Fee: $100.00  
Other Associated Fees: $250.00  
License Fee: $75.00  
Educational Fee New/Renewal: $1,000.00

Please choose ONE:  
- [ ] Center (Dispensary)  
- [ ] Cultivation Premises  
- [ ] Infused Product Manufacturing  
- [ ] Modification of Premises  
- [ ] Transfer  
- [ ] Renewal Permit  
- [ ] Other  
- [ ] Additional Employee/Change of Manager/Owner  
- [ ] Associated Facility (Same Applicant)

Applicant is applying as a:  
- [ ] Corporation  
- [ ] Individual  
- [ ] Limited Liability Company  
- [ ] Other (Specify)  
- [ ] Partnership (includes Limited Liability and Husband/Wife Partnerships)

<table>
<thead>
<tr>
<th>Applicant Name:</th>
<th>Chapman Ducote</th>
<th>Social Security Number:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant's Address:</td>
<td>Basalt, CO 81621</td>
<td>Applicant's Home or Cell Phone:</td>
<td></td>
</tr>
</tbody>
</table>

List Previous Addresses for the Past Two Years

<table>
<thead>
<tr>
<th>Previous Address:</th>
<th>Date:</th>
<th>Previous Address:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2010- 12/1/2017</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Trade Name of Establishment (DBA):</th>
<th></th>
<th>Business Phone:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Sopris Labs, LLC</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address of Premises:</th>
<th></th>
<th>Town Sales Tax Number:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>695 Buggy Circle, Carbondale CO 81623</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Mailing Address:  
- same as above

If the applicant is a naturalized citizen, when did he or she become a Resident of the State of Colorado?

If applicant is a corporation, list name and address of any officer or director of the corporation, and all persons of the issued and outstanding capital stock of any member that has an interest therein. If the applicant is partnership, association or company, list the name and address of any member that has an interest therein. If the applicant is a limited liability company, the name and address of the manager of the limited liability company and the name of all members of the LLC.

Page 1 of 3
<table>
<thead>
<tr>
<th>Name:</th>
<th>James Young</th>
<th>Address:</th>
<th>1612</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Mike Hopson</td>
<td>Address:</td>
<td>CO 81611</td>
</tr>
<tr>
<td>Name of Manager or Proposed Manager:</td>
<td>tbd</td>
<td>Address of Manager or Proposed Manager:</td>
<td></td>
</tr>
</tbody>
</table>

Is the applicant or associated partners (if a partnership); member or manager (if a limited liability company); officers, stockholders or directors (if a corporation); facility manager, or employees under the age of twenty-one?

- □ Yes
- □ No

Please provide the names and addresses of any employees or proposed employees of the medical marijuana facility. (Use an Additional Sheet of Paper if Needed.)

<table>
<thead>
<tr>
<th>Employee Name:</th>
<th>tbd</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employee Name:</td>
<td></td>
</tr>
</tbody>
</table>

Has the applicant or associated partners (if a partnership); member or manager (if a limited liability company); officers, stockholders or directors (if a corporation); facility manager, or employees ever:

- ■ Been denied a medical marijuana license of any kind? If so, explain:
  - No.

- ■ Had a license suspended or revoked? If so, explain:
  - No.

- ■ Been charged with any crime (felony, misdemeanor, petty offense, or traffic offense which carries 8 points or more within the last ten years. If so, describe the charge and disposition of the case:

- ■ Is the establishment within 1,000 ft. of a school?
  - □ Yes
  - □ No

**Required Attachments**

- □ Filing Fee
- □ Lease which shall be valid for the duration of the term of the license or proof of ownership.
- □ Area map drawn to scale depicting a 1,000 foot radius from the boundary of the facility property to the boundary of all school properties.
- □ Description of the products and services to be made, sold, or grown by the facility.
- □ Floor plan drawn to scale showing layout of the medical marijuana facility.
- □ Copy of license(s) granted by any jurisdiction permitting the growth or sale of plants cultivated at the facility.
- □ Letter from jurisdiction establishing permission for cultivation facility to operate that specific zone district.
- □ Document outlining expected number of marijuana plants to be grown on site.
- □ Description of the ventilation system, lighting system, storage system, and system for the control of marijuana odors for the premises.
- □ Completed registration form and fingerprint card for all applicants or associated partners (if a partnership); members or managers (if a limited liability company); officers, stockholders or directors (if a corporation); facility managers, and employees.
- □ Additional information including:
OATH OF APPLICANT

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge. I also acknowledge that it is my responsibility and the responsibility of my agents and employee to comply with the provisions of the Town of Carbondale Ordinance No. 3 Series of 2011, which affects my license.

[Signature]

Date: 1/15/2018
Title: Managing Member

REPORT AND APPROVAL OF LOCAL LICENSING AUTHORITY

THE TOWN CLERK HERBY AFFIRMS THAT EACH PERSON REQUIRED HAS:

- [ ] Been fingerprinted: [x] Yes [ ] No
- [x] Been subject to a background investigation: [x] Yes [ ] No
- [x] That the local authority as conducted, or intends to conduct, an inspection of the proposed premises to ensure that the application is in compliance with and aware of the Town of Carbondale’s Medical Marijuana Licensing provisions:
- [x] Yes [ ] No

THIS APPLICATION HAS BEEN:

[ ] Approved [ ] Denied

Authorized Signature: [ ] Title: [ ] Date:

Planning and Zoning: REVIEW AND COMMENTS:

RECOMMENDATION:

Conditions Suggested: [ ] Approved [ ] Denied

[Signature]

Building Department: REVIEW AND COMMENTS:

RECOMMENDATION:

Conditions Suggested: [ ] Approved [ ] Denied

[Signature]

Town of Carbondale Police Department: REVIEW AND COMMENTS:

RECOMMENDATION:

Conditions Suggested: [ ] Approved [ ] Denied

[Signature]

Town Manager: REVIEW AND COMMENTS:

RECOMMENDATION:

Conditions Suggested: [ ] Approved [ ] Denied

[Signature]
Memorandum

To: Cathy Derby, Town Clerk
From: John Plano, Building Official
Date: 01/26/2018
Re: Sopris Labs LLC, 695 Buggy Circle
    Retail Marijuana Products Manufacturing Facility License
    Medical Marijuana Infused Products Manufacturing License

The Building Department is recommending approval of the licenses based on the applicant applying for and obtaining building permits, mechanical permits, electrical permits and plumbing permits.

Being a new industry and the lack of knowledge associated with the alcohol extraction processes, I am obligated to use the code section listed below from the fire code:

104.7.2 Technical assistance. To determine the acceptability of technologies, processes, products, facilities, materials and uses attending the design, operation or use of a building or premises subject to inspection by the fire code official, the fire code official is authorized to require the owner or agent to provide, without charge to the jurisdiction, a technical opinion and report. The opinion and report shall be prepared by a qualified engineer, specialist, laboratory or fire safety specialty organization acceptable to the fire code official and shall analyze the fire safety properties of the design, operation or use of the building or premises and the facilities and appurtenances situated thereon, to recommend necessary changes. The fire code official is authorized to require design submittals to be prepared by, and bear the stamp of, a registered design professional.

A Fire Protection Engineer (FPE) or Colorado Certified Industrial Hygienist is to provide a comprehensive report for the specific location where the operation is to take place. This report shall list all the code requirements and life safety precautions for the specific space, the specific method of extraction and equipment being utilized.

An architect is to provide stamped detailed floor plans, code analysis, fire rated construction, etc. for the building permit submittal. The architect is to reference the FPE’s report on the drawings and follow all State Regulations. The floor plan submitted with this application does not meet Building Codes for exiting or accessibility. The floor plans will need to be revised when submitted for building permit.

Colorado Engineer stamped mechanical, electrical and plumbing (MEP) drawings are required to be submitted with the architectural drawings. The MEP engineer is to
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Things to consider but not limited to:

- Occupancy Classification
- Control Areas
- Fire rated construction
- Isolation of the operation from other uses in the building
- Specific requirements for the equipment utilized
- Hazardous material amounts, storage, and use criteria
- Explosion proof electrical
- Fire Protection Requirements, alarm/sprinkler/specific suppression, if required
- Ventilation Requirements
- Hazardous exhaust ducts, fume hood, etc
- Hazardous gas monitoring system requirements
- Spill control
- Emergency Eye Wash Station
- Operational procedures
- Prior to the Town's final inspection, the FPE or the Industrial Hygienist will be required to perform an inspection and provide a letter for the building file that the extraction system and life-safety items are to their requirements.

- Light Manufacturing Occupancy requires the floor live load to be designed to 125 pounds per square foot with a 2000-pound concentrated load. The existing floor system is to be analyzed by a licensed structural engineer for verification and provide letter of compliance. If the floor needs reinforcement, please include engineer stamped drawings for the upgrade.

Any requirements from the State of Colorado are the responsibility of the applicant to abide by.
Marijuana Extraction and Product Manufacturing Facility Team Summary and Impact Mitigation Plan

695 Buggy Circle
Carbondale, CO 81623

Key Team Member Directory: (Tentative at this point)

Owner – Sopris Labs, LLC.
Chapman Ducote- Managing Member
James Young- Member
Mike Hopson- Member

The following team of key consultants and service providers have successfully executed a similar MIP facility on Buggy Circle. The same team, approach and protocols will be followed for the design, permitting, construction, commissioning and closeout of the subject facility at 695 Buggy Circle.

Architect – Bldg Seed Architects (Ramsey Fulton)
General Contractor – Silver Sage Building Company (David Dorr)
MEP Engineer – Burggraaf and and Associates (Mark Burggraaf)
Mechanical Contractor – T&E Marshall Enterprises (Josh Anthes)

Impact Mitigation Plan:

This plan is intended to serve as an exhibit to the special use permit, and outlines, in the greatest detail possible at this point in the review and approval process, the equipment specifications and systems design and considerations for mitigating any impacts on the public interest. As the multistep approval process unfolds, all systems, equipment, chemicals, and other impact mitigating measures will be fully designed and submitted in accordance with the relevant permit review.

1. Extraction Process – Two methods of extraction will be utilized in the manufacturing facility: alcohol extraction and carbon dioxide (CO2) extraction. At initial outset and permitting, the below described alcohol extraction system will be used. At a later point, the below described CO2 extraction system will be contemplated and the related equipment specifications and system/processes presented in detail with accompanying engineered designs at building permit submittal.

   i. Alcohol extraction will employ ethanol (Consumer grade ethanol – Everclear, 190 proof, example MSDS sheet attached) in a closed loop extraction system. The system contains and recycles alcohol which prevents accumulation of flammable vapors in the workspace. The estimated quantity of ethanol on hand at any given time will be
approximately five (5) gallons. The ethanol will be stored and secured according to code and/or manufacturer specifications.

ii. CO2 extraction will be done using a commercial system made by Eden Labs (http://edenlabs.com/processes/co2-extraction, Seattle, WA). The extractor equipment has been inspected and certified as safe by a professional engineer, the literature for which will be provided at the point of permit submittal for this extraction technique. Any additional considerations for the CO2 extraction such as CO2 quantities and storage and plumbing considerations will also be designed by a professional engineer and provided at the point of building permit submittal.

2. **Chemical Usage and Storage** – The only chemical used in the manufacturing process is ethanol. There will be less than five gallons of ethanol onsite in half gallon glass bottles. The bottles will be stored in a certified flammable storage cabinet.

3. **Waste and Waste Disposal** – The manufacturing process will not generate chemical waste because all extractions are performed in a closed loop system that recycles the solvent. The primary waste stream coming out of the facility will be marijuana plant material that has been through the extraction process. This trim will be disposed of in accordance with Marijuana Enforcement Division rules that state it must be rendered unusable and unrecognizable.

4. **HVAC System** – The mechanical and HVAC system for the facility will be designed and submitted at a building permit level by Burggraaf and Associates, a Colorado licensed engineer. Using the same design approach and systems specification on prior MIP facilities designed by this engineer, extensive measures will be taken for such considerations as life and safety, adequate airflow and air exchanges, isolation and monitoring/alarming for any hazardous off-gassing, and odor control and mitigation. The airflow of the facility will be balanced to maintain negative pressure to assure that all airborne operational byproducts are retained and exhausted through the prescribed venting and filtration systems.

Odor control will be mitigated through the installation of inline charcoal canister filters as specified within the subsequent mechanical/HVAC system design (example filter specification sheet attached). Through the use of these filters for all exterior venting and exhausting, no untreated air will escape the premise without pretreatment.

For any extraction/off-gassing aspects of the operation, engineered specified commercial grade exhaust hoods will be installed and maintained to assure optimum isolation, treatment and adequate venting.
The HVAC systems will be installed by T&E Marshall Enterprises, which along with Burggraaf and Associates, have experience with numerous systems for MIP and Cultivation facilities.

5. **Fire Protection and Suppression** – Any building code requirements, directives by the town building official or the fire marshal related to fire protection, isolation and/or suppression will be included as an engineered design as part of the building permit application material at that point of the review and implementation process.

6. **Security and Surveillance** – The building will be outfitted with a security and surveillance system that meets or exceeds the State MED requirements. The system will be secured on-site and maintain backup footage per the MED minimum requirement and backup battery systems in the event of a power outage. The system will be designed, installed and maintained by Alltec Services, a Carbondale based company that has installed systems for MIP, Cultivation and Retail facilities in the Buggy Circle area and elsewhere in the Roaring Fork Valley. A design for the system and related specifications will be provided following the approval of this application and at the point of building permit.

7. **Secure Storage** – As the facility is not being operated for marijuana cultivation, the amount of plant material and manufactured product on hand requiring secure storage will be limited. All pre and post extracted and manufactured material and product will be securely stored in safes and/or secure storage closets outfitted with commercial grade locking mechanisms.

8. **Lighting System** – As the facility is not being operated for marijuana cultivation, no impactful lighting system will be required.

9. **Wastewater** – Any waste disposal considerations related to the extraction and manufacturing are addressed in the above section on waste and waste disposal.
Max-Filter Max 2500 shown

Specifications
Max 2500
- Max Recirculating (Scrubbing) CFM: 2500 cfm
- Max Exhaust CFM: 1250 cfm
- @ 0.1 sec contact time
- Recommended Min Airflow: 625 CFM
- Prefilter: Yes
- Flange: 8", 10", & 12"
- Dimensions: (with pre-filter)
  - Outside Diameter: 50 cm / 20"
  - Height: 100 cm / 39.4"
  - Weight: 47kg / 103lbs.
  - Carbon Weight: 37kg / 81.5lbs
  - Carbon Bed Depth: 6.5 cm / 2.5"
- Max Operating Temp: 80°C
- Pressure drop at max cfm: 180pa / .75"wg

Recommended Can-Fan:

<table>
<thead>
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<th>Fan</th>
<th>Watts Consumed</th>
<th>Filtered</th>
</tr>
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<tr>
<td>Air CFM</td>
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<tr>
<td>Max-Fan 16&quot;</td>
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<tr>
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<tr>
<td>CFM</td>
<td>227 Watts</td>
<td>907 CFM</td>
</tr>
</tbody>
</table>

Max 3000
- Max Recirculating (Scrubbing) CFM: 6000 cfm
- Max Exhaust CFM: 3000 cfm
- @ 0.1 sec contact time
- Recommended Min Airflow: 1500 CFM
- Prefilter: Yes
- Flange: 12", 14", and 16"
- Dimensions: (with pre-filter)
  - Outside Diameter: 50 cm / 20"
  - Height: 121cm / 48"
  - Weight: kg 68/ 150lbs.
  - Carbon Weight: kg / 120lbs
  - Carbon Bed Depth: 6.5 cm / 2.5"
- Max Operating Temp: 80°C

Recommended Max-Fan for Max 3000 filter is the 16" Max fan with a 16" Flange.

Max 3500
- Max Recirculating (Scrubbing) CFM: 7000 cfm
- Max Exhaust CFM: 3500 cfm
- @ 0.1 sec contact time

Max 4000
- Max Recirculating (Scrubbing) CFM: 4000 cfm
- Max Exhaust CFM: 2000 cfm
- @ 0.1 sec contact time

Max 3500/3500/4000 Filters are no longer available as of October 2011.
Product Information will remain on web for informational purposes only.

http://www.canfilters.com/canfilters_maxfan.html
Recommended Min Airflow: 1750 CFM
Prefilter: Yes
Flange: 14", 16" and 18"
Dimensions: (with pre-filter)
  - Outside Diameter: 55 cm / 22"
  - Height: 125 cm / 49 "
  - Weight: 82kg / 180lbs.
  - Carton Weight: 64kg / 140lbs
  - Carton Bed Depth: 6.5 cm / 2.5"
Max Operating Temp: 80°C

Recommended Max-Fan for Max 3500 filter is the 18" Max fan with a 18" Flange.

Max 4000
Max Recirculating (Scrubbing) CFM: 8000 cfm
Max Exhaust CFM: 4000 cfm
@ 0.1 sec contact time
Recommended Min Airflow: 2000 CFM
Prefilter: Yes
Flange: 16", 18" and 20"
Dimensions: (with pre-filter)
  - Outside Diameter: 60 cm / 24"
  - Height: 125 cm / 49 "
  - Weight: 95.5kg / 210lbs.
  - Carbon Weight: 82kg /180lbs
  - Carbon Bed Depth: 7.8 cm / 3"
Max Operating Temp: 80°C

Recommended Max-Fan for Max 4000 filter is the 20 " Max fan with a 20 " Flange.
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,

Sopris Labs, LLC

is a Limited Liability Company formed or registered on 01/05/2018 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 2018016287.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 01/10/2018 that have been posted, and by documents delivered to this office electronically through 01/15/2018 @ 11:54:27.

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 01/15/2018 @ 11:54:27 in accordance with applicable law. This certificate is assigned Confirmation Number 10656417.

Secretary of State of the State of Colorado

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

Sopris Labs LLC.
(A Colorado Limited Liability Company)

THIS OPERATING AGREEMENT, is dated December 15, 2017 by Sopris Labs LLC. (a Colorado limited liability company) (the "Company"), consisting of Chapman Ducote, Managing Member, James Young, Member, and Mike Hopson, Member composing (the "Members").

WITNESSETH:

WHEREAS, the Members desire to form, Sopris Labs LLC, a Colorado limited liability company to provide for the management and the conduct of the business and affairs of the Company and the relative rights and obligations of the Members with respect thereto.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter provided, and other good and valuable consideration, the legal adequacy of which is acknowledged, the Members hereby agrees as follows:

ARTICLE I

FORMATION

Section 1.1 Formation. The Company was formed as a limited liability company under the Colorado Limited Liability Company Act (the "Act"), upon the filing of the Articles of Organization with the Office of the Secretary of State of the State of Colorado.

Section 1.2 Admission of Members. By executing this Agreement, the Members are being admitted as the sole Members of the Company, all upon the terms and subject to the conditions set forth in this Agreement. Each Member’s percentage of ownership of the Company is listed on Exhibit “A”, attached hereto.

Section 1.3 Name of the Company. The name of the Company is Sopris Labs LLC. The Company shall conduct its business under such name, or under any assumed, fictitious or other name as may be determined by the Members and permitted by law.

Section 1.4 Places of Business. The principal place of business of the Company shall be located at 695 Buggy Circle, Carbondale, Colorado 81623, or at such other place as the Members may determine. The Company shall qualify to do business in such places as the Members may determine.

Section 1.5 Purpose. The purpose of the Company is to engage in any lawful Colorado Marijuana business as the Members may determine, and perform any activities incidental thereto.
Section 1.6 Term. The term of the Company began on the date of filing of the Articles (as hereinafter defined) as of the date aforesaid, and shall be perpetual.

Section 1.7 Filing of Articles of Organization. The Managing Member, Chapman Ducote has (i) caused to be prepared and executed an Articles of Organization of Limited Liability Company (the “Articles”) of the Company in accordance with the Act; (ii) caused the Articles to be filed with the Secretary of State of the State of Colorado; and (iii) commenced publication in accordance with the Act.

Section 1.8 Resident Office and Resident Agent. The Registered Office and Resident Agent of the Company shall be as designated in the Articles on file with the Colorado Secretary of State or any amendment thereof. The Registered Office and/or Resident Agent may be changed from time to time by the Members and in accordance with the Act. If the Resident Agent shall ever resign, the Company shall promptly appoint a successor.

ARTICLE II
CAPITALIZATION

Section 2.1 Capital Contributions.

(a) Simultaneously with the execution and delivery of this Agreement, the Members are each contributing capital to the Company as listed in Exhibit “A”.

(b) Except as expressly provided in Section 2.1 hereof, the Members shall not be required to, but may in their sole discretion, make any capital contribution or lend or advance funds or property to the Company for any purpose whatsoever.

ARTICLE III
DISTRIBUTIONS AND ALLOCATIONS

Section 3.1 Distributions. The Company shall make distributions (including, without limitation, interim distributions) of cash or other property to the Members at such times and in such amounts as the Members, by majority vote, may determine.

Section 3.2 Allocation of Profit and Loss. All profit or loss of the Company for each period shall be allocated to the Members.

ARTICLE IV
FISCAL MATTERS

Section 4.1 Tax Returns. The Company shall prepare and file, or shall cause to be prepared and filed, all tax returns required to be filed for the Company.
Section 4.2 Elections. Except as otherwise specifically provided herein, all tax and accounting decisions and elections required or permitted to be made by the Company under applicable law shall be made by the Members.

Section 4.3 Books and Records. The Company shall maintain or cause to be maintained at its principal place of business complete and accurate books and records of the assets, business and affairs of the Company, including, without limitation:

(a) true and full information regarding the status of the business and financial condition of the Company;

(b) a copy of the Company's federal, state and local income tax returns for each of the last three (3) tax years;

(c) a current list of the name, last known business, residence of mailing address of the Members;

(d) a copy of this Agreement and the Company's Articles of Organization and all amendments thereto and restatements thereof, together with an executed copy of any written power of attorney pursuant to which this Agreement and any articles or amendment thereto have been executed; and

(e) true and full information regarding the amount of cash and a description and statement of the agreed value of any property or services contributed by the Members and the date on which it became a Members.

Section 4.4 Partnership Status. The Members intend that the Company be characterized as a partnership for United States federal income tax purposes.

ARTICLE V
ADMINISTRATION

Section 5.1 Management of the Company.

(a) The Managers, Chapman Dueote, Managing Member, James Young, Member, and Mike Hopson, Member shall have the exclusive right, power and authority to manage the business, assets, operation and affairs of the Company, with all rights and powers and the full authority necessary, desirable or convenient to administer and operate the same for Company purposes, to incur, perform, satisfy and compromise all manner of obligations on behalf of the Company, and to make all decisions and do all things necessary or desirable in connection therewith, including entering into agreements and signing agreements on behalf of the Company.

(b) Any act of the Members must be by majority of the units of membership units owned, as provided on Exhibit A.
(c) Meetings to decide Company business and take action by the Members must be noticed at least 2 days in advance. Content of the notice must include: date, time and place of the meeting, as well as the content of the meeting. The Members may take official action by unanimous written consent.

(d) The Members may appoint the Manager and such officers of the Company, with such powers and duties, as the Members may determine from time to time. Each officer shall serve at the pleasure of the Members. The Officers of the Company are:

Chapman Ducote, Managing Member
James Young, Member
Mike Hopson, Member

Section 5.2 Bank Accounts. The Company may maintain one or more accounts, including, without limitation, checking, cash management, money market or investment accounts, in such banks or other financial institutions as the Members may select. All amounts deposited by or on behalf of the Company in those accounts shall be and remain the property of the Company. Withdrawals from such accounts shall be made by the Manager or signatories designated by the Members.

Section 5.3 Liability of Members. The Members shall not be liable for any of the Company's liabilities, debts or obligations. The failure by the Company to observe any formalities or requirements relating to the exercise of its powers or the management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members.

ARTICLE VI

DISABILITY OF A MEMBER: CONTINUATION OF THE COMPANY

Section 6.1 Death or Disability of a Member. The death, retirement, insanity, withdrawal, bankruptcy, dissolution, insolvency or termination and liquidation of any Member (a "Disabled Member"), or the making by a Member of an assignment for the benefit of creditors or any other event which terminates the continued membership of any Member in the Company shall not cause a dissolution of the Company. In the event of the insanity, incompetency, dissolution, liquidation, bankruptcy or insolvency of a Member, the Disabled Member's interest shall succeed pro-rata to the other Members under this Agreement.

ARTICLE VII

DISSOLUTION AND LIQUIDATION

Section 7.1 Dissolution. The Company shall be dissolved upon the first of the following events to occur:

(a) the determination of the Members;

(b) the sale or other disposition of all of the Company's assets;

Supris Labs LLC Operational Agreement
(c) the entry of a judicial decree of dissolution of the Company pursuant to the Act; or

(d) if there are no Members.

Section 7.2 Liquidation.

(a) Upon a dissolution of the Company, the Members shall take or cause to be taken a full account of the Company's assets and liabilities as of the date of such dissolution and shall proceed with reasonable promptness to liquidate the Company's assets and to terminate its business and affairs. The Company's assets, or the proceeds from the liquidation thereof, shall be applied in cash or in kind in the following order:

(1) to creditors (including the Members if it is a creditor (other than on account of their capital accounts)) to the extent otherwise permitted by applicable law in satisfaction of all liabilities and obligations of the Company, including expenses of the liquidation;

(2) to the establishment of such reserves for contingent liabilities of the Company as are deemed necessary or desirable by the Members; provided, however, that such reserves shall be held in escrow for the purpose of disbursing such reserves for the payment of such contingent liabilities and, at the expiration of such period as the Members may reasonably deem advisable, for the purpose of distributing the remaining balance in accordance with subparagraph (3) below; and

(3) to the Members.

(b) Following the liquidation of the Company, the Members shall file Articles of Dissolution of the Company with the Secretary of State of the State of Colorado.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Governing Law. This Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Colorado, without regard to choice or conflict of laws principles that would defer to the substantive laws of any other jurisdiction. This Agreement shall be construed and interpreted without regard to any presumption against the party that caused this Agreement to be drafted.

Section 8.2 Severability. The provisions hereof are severable and in the event that any provision of this Agreement shall be determined to be illegal, invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof shall not be affected, but shall, subject to the discretion of such court, remain in full force and effect, and any illegal, invalid or unenforceable provision shall be deemed, without further action on the part of the parties hereto, amended and limited to the extent necessary to render such provision, as so amended and limited, legal, valid and enforceable.

Sopris Labs LLC Operational Agreement
Section 8.3 Binding Effect. This Agreement shall be binding upon and inure to
the benefit of the parties hereto and their respective legal representatives, successors and
permitted assigns. This Agreement is not intended, and shall not be deemed, to create or confer
any right or interest for the benefit of any Person not a party hereto.

Section 8.4 Titles and Captions. The titles and captions of the Articles and
Sections of this Agreement are for convenience of reference only and do not in any way define or
interpret the intent of the parties or modify or otherwise affect any of the provisions hereof and
shall not have any affect on the construction or interpretation of this Agreement.

Section 8.5 Grammatical Conventions. Whenever the context so requires, each
pronoun or verb used herein shall be construed in the singular or the plural sense and each
capitalized term defined herein and each pronoun used herein shall be construed in the
masculine, feminine or neuter sense.

Section 8.6 Entire Agreement. This Agreement constitutes the entire
understanding and agreement among the parties hereto with respect to the subject matter
hereof and supersedes all prior and/or contemporaneous understandings and agreements,
relating thereto (written or oral) all of which are merged herein.
IN WITNESS WHEREOF, the Members has duly executed and delivered this Agreement as of the date first above written, December 15, 2017.

Sopris Labs LLC.

Chapman Ducote

By:

Name: Chapman Ducote  Title: Managing Member  December 15, 2017

James Young

By:

Name: James Young  Title: Member  December 15, 2017

Mike Hopson

By:

Name: Mike Hopson  Title: Member  December 15, 2017
**EXHIBIT “A”**

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<th>Member</th>
<th>Capital Contribution</th>
<th>Percentage Ownership/Membership Units</th>
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<td>Chapman Ducote</td>
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<td>James Young</td>
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<td>Mike Hopson</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$100,000</strong></td>
<td><strong>100%</strong></td>
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RESIDENTIAL LEASE AGREEMENT

THIS LEASE (the "Lease") dated this 1st day of December, 2017

BETWEEN:

Stephanie Koski

(the "Landlord")

- AND-

Chapman Ducote

(the "Tenant")

(individually the “Party” and collectively the “Parties”)

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the tiny house, municipally described as 350 Big Pond Rd, Basalt, Colorado 81621 (the "Property"), for use as residential premises only.

2. Subject to the provisions of this Lease, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.

3. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.

4. No animals are allowed to be kept in or about the Property.

5. The Tenant and members of Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.

Term

6. The term of the Lease commences at 12:00 noon on December 1, 2017 and ends at 12:00 noon on December 31, 2018.
7. If after the expiration of the term of this Lease, the Tenant will remain in possession of the Property without an express written agreement as to such holding, then such holding-over will be deemed a month-to-month tenancy at the same rental rate provided in this Lease.

Rent

8. Subject to the provisions of this Lease, the rent for the Property is $1,250.00 per month (the "Rent").

9. The Tenant will pay the Rent on or before the 1 of each and every month of the term of this Lease to the Landlord at 306 Rabbit Rd, Carbondale, Colorado 81623 or at such other place as the Landlord may later designate by check or direct debit from a bank or other financial institution.

10. The Tenant will be charged an additional amount of $10.00 per day for any Rent that is received after the latter of the due date and the expiration of any grace period under the applicable legislation of the State of Colorado (the "Act"), if any.

Security Deposit

11. On execution of this Lease, the Tenant will pay the Landlord a security deposit of $1,250.00 (the "Security Deposit").

12. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits at Bank of Colorado located at 35 Valley Rd, Carbondale CO 81623.

13. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.

14. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:

   a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;

   b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;

   c. unplugging toilets, sinks and drains;

   d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;

   e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;

   f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;

h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;

i. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

15. The Tenant may not use the Security Deposit as payment for the Rent.

Inspections

16. The Parties will complete, sign and date an inspection report at the beginning and at the end of this tenancy.

Renewal of Lease

17. Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for this renewal clause and the amount of the rent. If the Parties cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation.

Tenant Improvements

18. The Tenant may NOT make improvements to the Property.

Utilities and Other Charges

19. The Tenant is responsible for the payment of all utilities in relation to the Property.

Insurance

20. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

21. The Tenant is responsible for insuring the Property for liability insurance for the benefit of the Parties.

22. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.
Attorney Fees

23. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

Governing Law

24. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Colorado.

Severability

25. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

26. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

27. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

28. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Additional Clauses

29. Landlord has right to give 30 days notice if property sells.

30. Renter may re-new lease at a higher monthly rate.

Damage to Property

31. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.
40. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
   a. Name: Stephanie Koski.
   b. Address: 306 Rabbit Rd, Carbondale, Colorado 81623.

   The contact information for the Landlord is:
   c. Phone: 970-274-0945.
   d. Email address: stephkoski@gmail.com.

General Provisions

41. All monetary amounts stated or referred to in this Lease are based in the United States dollar.

42. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

43. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.

44. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.

45. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

46. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.

47. The Tenant will be charged an additional amount of $25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.

48. If the Tenant moves out prior to the natural expiration of this Lease, a re-rent levy of $1,250.00 will be charged to the Tenant.

49. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

50. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
51. This Lease constitutes the entire agreement between the Parties.

52. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.

53. Time is of the essence in this Lease.

IN WITNESS WHEREOF Chapman Ducote and Stephanie Koski have duly affixed their signatures on this ___ day of December, 2017.

[Signature]
Stephanie Koski

[Signature]
Chapman Ducote

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the ___ day of ___ ___ 20___.

[Signature]
Chapman Ducote
Carbondale Community School
5.0 ★★★★★ (1)
School · 1505 Satank Rd

Colorado Rocky Mountain School
5.0 ★★★★★ (4)
High School · 500 Holden Way

Carbondale Community School
School

Mt Sopris Montessori School
Preschool · 879 Euclid Ave
Carbondale Community School
5.0 ★★★★★ (1)
School · 1505 Satank Rd

Colorado Rocky Mountain School
5.0 ★★★★★ (4)
High School · 500 Holden Way

Carbondale Community School
School

Mt Sopris Montessori School
Preschool · 879 Euclid Ave
WARRANTY DEED

THIS DEED, Made this 12th day of December, 2017, between 695 BUGGY CIRCLE, LLC, a Colorado limited liability company, Grantor, and BUGGY HOLDINGS, LLC, a Colorado limited liability company, Grantee, whose legal address is 232 Woods Road, Aspen, CO 81611.

WITNESSETH, That the Grantor, for and in consideration of the sum of One Million Eight Hundred Thousand and No/100ths DOLLARS ($1,800,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm unto the Grantee, Grantor's heirs, successors and assigns forever, all of Grantor's right, title and interest, in and to the real property, together with improvements, if any, situating, lying and being in the County of Garfield, State of Colorado, described as follows:

Lot 45, 46, 47, 48, 49, 50 and 51
Village Business Center
Town of Carbondale
according to the plat thereof recorded March 7, 1983 as Reception No. 39296.
also known as: 695 Buggy Circle, Carbondale, Colorado 81623

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, Grantor's heirs, successors and assigns forever. The Grantor, for the Grantee, Grantor's successors and assigns, does covenant, grant, bargain and agree to and with the Grantee, Grantor's heirs, successors and assigns, that at the time of the executing and delivery of these presents, Grantor is well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and forms aforesaid, and that the same are free and clear from former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except general taxes for the current and subsequent years, and subject to all matters of record including those matters set forth on EXHIBIT "A" attached hereto and forming a part hereof.

The Grantor shall and will WARRANT THE TITLE AND FOREVER DEFEND the above bargained premises in the quiet and possessive possession of the Grantee, Grantor's heirs, successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof.

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

[Signature]
695 BUGGY CIRCLE, LLC,
a Colorado limited liability company

By: ____________________________

___________________________
Robert Shapiro, Manager

STATE OF ____________________________
COUNTY OF ____________________________

The foregoing instrument was acknowledged before me this ______ day of December, 2017, by Robert Shapiro as Manager of 695 Buggy Circle, LLC, a Colorado limited liability company.

My commission expires: ____________________________

___________________________
Notary Public
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On 12-11-2017 before me, KARLA J. BOTTOMLEY, NOTARY PUBLIC,

Date

personally appeared RABER SEPPICH, Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Warranty Deed

Document Date: __________________________ Number of Pages: 1

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: RABER SEPPICH

☐ Corporate Officer — Title(s): ☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: __________________________

Signer Is Representing: __________________________

Signer's Name: __________________________

☐ Corporate Officer — Title(s):

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: __________________________

Signer Is Representing: __________________________
EXHIBIT "A"

Any and all water rights, claims, or title to water, whether or not the matters excepted are shown by the public record.

Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted and a right of way for ditches or canals as constructed by the authority of the United States, as reserved in United States Patent recorded July 25, 1903 in Book 56 at Page 482, April 4, 1892 as Reception No. 13741 and May 23, 1892 in Book 12 at Page 160.

Reservation of an undivided one-half interest in the oil, gas and other minerals in instrument recorded February 28, 1948 in Book 234 at Page 310 and any and all assignments thereof or interests therein.

Reservation of an undivided ½ interest in all oil, gas and other minerals in instrument recorded April 24, 1961 in Book 333 at Page 594 and any and all assignments thereof or interests therein.

Reservation of all oil, gas and minerals rights in instrument recorded November 29, 1979 in Book 540 at Page 149 and any and all assignments thereof or interests therein.

Reservation of all oil, gas and mineral rights in instrument recorded November 29, 1979 in Book 540 at Page 154 and any and all assignments thereof or interests therein.

Terms and conditions of Roaring Fork Village Agreements recorded April 21, 1978 in Book 508 at Page 643 and Amendment recorded January 4, 1980 in Book 541 at Page 936.

Terms and conditions of Master Plan of Roaring Fork Village, a Planned Unit Development recorded July 31, 1978 in Book 513 at Page 513 and January 26, 1981 in Book 564 at Page 168.

Terms and conditions of Protective Covenants for Village Business Center recorded March 17, 1983 in Book 622 at Page 116.

Terms of Trench, Conduit and Vault Agreements recorded October 3, 1994 in Book 917 at Page 725.

Terms and conditions of Roaring Fork Village Business Center Subdivision Agreements recorded April 27, 1983 in Book 636 at Page 101.

Easement, rights of way and all matters shown on the Plat of Village Business Center recorded March 17, 1983 as Reception No. 339296.

Terms and conditions of Special Use Permit, Town of Carbondale recorded February 9, 2016 as Reception No. 873166.

Underground right of way easement granted to Holy Cross Energy in instrument recorded July 18, 2016 as Reception No. 879877 and re-recorded October 7, 2016 as Reception No. 881543.

Terms and conditions set forth in Trench, Conduit and Vault Agreement recorded July 18, 2016 as Reception No. 879878.
COMMERCIAL LEASE
(Gross)

This Commercial Lease (the “Lease”) is made to be effective on December ____, 2017 and is entered into by and between Landlord (as defined below) and Tenant (as defined below). In consideration of the payment of the Rent (as defined below); all costs, charges, and expenses which Tenant assumes, agrees, or is obligated to pay to Landlord pursuant to this Lease (the “Additional Rent”); and the performance of the promises by Tenant set forth below, Landlord hereby leases to Tenant, and Tenant hereby accepts, the Premises (as defined below), subject to the terms and provisions set forth in this Lease.

PARTIES, PREMISES, AND DEFINED TERMS

1. Landlord: Buggy Holdings, LLC (the “Landlord”).

2. Tenant: Sopris Labs, LLC, a Colorado limited liability company (the “Tenant”).

3. Premises: Landlord is the owner of certain real estate legally described as Lots 45, 46, 47, 48, 49, 50 and 51, Village Business Center, Town of Carbondale, according to the plat thereof recorded March 17, 1983 as Reception No. 339296 Garfield County, Colorado (the “Real Estate”). The Real Estate is improved with an existing building (the “Improvements”) (the Real Estate and the Improvements are collectively referred to as the “Property”). Landlord hereby leases and demises to Tenant all of the Property (the “Premises”).

4. Term: Landlord Leases the Premises to Tenant from twelve o’clock noon on the 17th day of December, 2017 and until 11:59 p.m. on the 31st day of December, 2027 (the “Term”). Subject to Tenant’s performance of all obligations under this Lease, including, without limitation, payment of Rent and Additional Rent, Tenant shall enjoy quiet possession of the Premises.

5. Rent: Rental for the first year of the Term is Three Hundred and Sixty Thousand and 00/100 Dollars ($360,000.00) payable in equal installments of Thirty Thousand and 00/100 Dollars ($30,000.00) in advance to Landlord on the first day of each calendar month for that month’s rental before twelve o’clock noon, without notice (the “Rent”). Unless otherwise provided in this Lease, all payments due under this Lease, including Additional Rent, shall be mailed, or delivered to Landlord at the following address: 232 Woods Road, Aspen, Colorado 81611. If the Term does not begin on the first day of the month, the Rent shall be prorated accordingly.

6. Option: Omitted as inapplicable

7. Security Deposit: Omitted as inapplicable

8. Use: Lessee’s use of the Premises shall be limited to Lessee’s production and processing of marijuana products and supplies. Lessee shall conduct Tenant’s business on the Premises in full compliance with all State of Colorado and local laws and licensing requirements. Further, Lessee shall obtain all licenses and permits required under, and shall not violate any provision of, the Colorado Retail Marijuana Code or the Colorado Medical Marijuana Code or any rules thereunder. Lessee may not use the Premises for any other purpose without Lessor’s prior written consent.

Lessee expressly recognizes that the use and possession of marijuana remains illegal under Federal law and is regulated under Colorado law. Consequently, in the event that any governmental agency action occurs to enforce any law restricting or prohibiting any use or purpose contemplated by the terms of this lease, Lessee solely and expressly assumes the risk of such enforcement action. Therefore, notwithstanding any enforcement action by a lawful authority, unless Lessor elects in writing to terminate this lease, this lease shall remain in full force and effect. In the event of any seizure of any property belonging to Lessor, Lessee shall be responsible to reimburse Lessor for the fair market thereof. Lessee shall hold Lessor harmless from and shall indemnify and defend Lessor against any damages, liabilities, claims, or any civil or criminal enforcement actions, including but not limited to...
civil forfeiture actions arising out of or incident to Lessee's use of Premises. Lessee shall not permit the Premises to be used for any purposes prohibited or unauthorized by law, ordinance, or governmental regulation, except as expressly permitted herein.

9. Utilities/Additional Rent: Tenant shall be responsible for paying the following utilities on the Premises: Electric ☒ Gas ☒ Water ☒ Sewer ☒ Phone ☒ Cable/Satellite T.V. ☒ Internet Access ☒ Refuse Disposal ☒ Other ☐. If the Premises shares meter facilities for utilities, the charges shall be allocated to each tenant by Landlord based upon a reasonable basis. In the event Tenant fails to timely pay any of the aforementioned charges, it shall be deemed a Default. Landlord shall be responsible for any remaining utilities not specifically designated to be paid by Tenant.

10. Payment of Additional Rent: Additional Rent shall be paid by Tenant to Landlord in monthly installments concurrent with the Rent.

11. Late Payments: If any Rent, Additional Rent, or other payment is received later than five (5) days after the date when due, the parties agree that Additional Rent in the amount of five percent (5%) of the outstanding sums shall also be due and payable. The addition of such amount and the collection thereof shall not operate to waive any other rights of Landlord for nonpayment of Rent, or for any other reason.

12. Repairs and Maintenance of the Premises: The Landlord shall maintain the foundation, exterior walls, and roof of the Improvements in good repair. The Landlord agrees to keep all the other improvements (including plate glass and other windows, window frames, and doors) upon the Premises repaired and maintained in good order as described in this Lease. The Landlord shall properly irrigate and care for all trees, shrubbery, and lawn and the Tenant shall keep all driveways, sidewalks, and parking areas on the Premises, other than stairs leading to upstairs units space and the parking space allocated to the upstairs units, free and clear of ice and snow.


PREMISES


15. Condition of Premises and Representations: Tenant is familiar with the physical condition of the Premises and the Property. Except as may otherwise be provided in this Lease, Landlord makes no representations, or warranties as to the physical condition of the Premises, or the Property, or their suitability for Tenant’s intended use. In the event that Landlord agrees to provide any renovations, build-out, or any other labor and materials for the improvement of the Premises, or any allowance for improvements to be effected by Tenant, such work, or allowance shall be specified and agreed to between the parties in a separate document appended to this Lease and which shall constitute a part of this Lease ("Work Letter"). Other than the work, if any, to be performed pursuant to Tenant’s Work Letter, the Premises are rented "as is," in current condition, and all warranties are hereby expressly disclaimed. Landlord makes no representations, or warranties as to the suitability of the Premises for Tenant’s intended use. Landlord further makes no representations, or warranties as to whether Tenant’s intended use will necessitate changes, or alterations to the Premises in order to comport with local, state, or federal laws and regulations. Such laws and regulations include, but are not limited to: health code regulations, access regulations (including, but not limited to, the Americans with Disabilities Act), and zoning regulations. Tenant understands and agrees that in the event actions, alterations, or improvements are required in order to bring the Premises into compliance with any local, state, or federal laws and regulations because of Tenant’s intended use, Tenant shall be solely responsible for any and all associated costs and expenses relative thereto. Tenant further indemnifies and agrees to hold Landlord harmless from any and all claims and liabilities that may arise by virtue of Tenant’s use of the Premises in violation of any local, state, or federal laws and regulations.

16. Check-In Inspection: Landlord and Tenant may conduct an inspection of the Premises at the time of possession. A check-in inspection sheet may be completed at that time and the information contained therein shall be sufficient and satisfactory proof of the condition of the Premises at the time of possession, should a subsequent dispute arise at a later date as to the condition of the Premises at the time of move-in.

17. Use of Premises: Tenant, in consideration of the leasing of the Premises, agrees as follows:

No. 1003. COMMERCIAL LEASE (Gross) (Page 2 of 11)
Active/47486278.1
a. **Use of Premises:** To use and occupy the Premises solely and for the use specified in Paragraph 8 of this Lease. Landlord's consent to the aforementioned use is not an assurance, or warranty that the Premises' attributes are sufficient for Tenant's use. Tenant represents and warrants that it has conducted sufficient due diligence to assure itself that the Premises are suitable for its use, and that such use is permitted by applicable law. Landlord expressly reserves its right to lease space within the Property as it sees fit, unless explicitly prohibited by other provisions in this Lease. Landlord's demise of the Premises to Tenant does not preclude Landlord from leasing other parts of the Property to other tenants who may be viewed objectively, or subjectively as competing with Tenant.

b. **Signage:** Tenant shall be permitted to erect a sign or signs upon the Premises, provided all signage is in compliance with size and other requirements of Landlord and as may be set forth by applicable ordinances and regulations including, but not limited to, sign and design ordinances. All signage shall conform to aesthetic and design criteria, themes, and standards of the Property and the Improvements. Additionally, Landlord may provide signage space on a common, or community sign located on the Property.

c. **Vacancy:** It will be deemed a Default of this Lease if the Premises are left vacant and unoccupied for over thirty (30) days. In addition to other remedies contained in this Lease, the Landlord may, without being obligated to do so, and without terminating this Lease, retake possession of the Premises and relet, or attempt to relet them for such rent and upon such conditions as the Landlord deems best, making such changes and repairs as may be required, giving credit for the amount of rent so received, less all expenses of such changes and repairs. Tenant shall be liable for the balance of the Rent and Additional Rent herein reserved until the expiration of the Term.

d. **Legal Compliance:** Tenant and its licensees and invitees shall comply with and abide by all federal, state, county, and municipal laws and ordinances in connection with the occupancy and use of the Premises. Tenant and its licensees and invitees may not possess, or consume alcoholic beverages on the Premises unless they are of legal age. No alcoholic beverages shall be sold upon the Premises unless proper licenses have been obtained. No illegal drugs or controlled substances (unless specifically prescribed by a physician for a specific person occupying or present upon the Premises) shall be permitted upon the Premises. Tenant hereby covenants and agrees to use its reasonable efforts to prevent and preclude its employees, guests, invitees, etc. from the aforementioned illegal conduct. Tenant and its licensees and invitees shall not use the Premises in any way that may result in an increase of the rate or cost to the Landlord to insure the Property. No hazardous or dangerous activities are permitted upon the Premises.

e. **Additional Prohibitions:** Neither Tenant nor its subtenants, licensees, volunteers, employees, guests, or invitees shall act in any manner that would interfere with, or be a nuisance to, other subtenants, occupants, or invitees of the Premises, or adjacent property owners, or adjacent tenants, or that would interfere with those other parties' quiet enjoyment of their premises. Said prohibition includes, but is not limited to, loud noises, loud music, noxious or unpleasant odors, and disruptive behavior or actions. Tenant shall not permit any portion of the Premises to be used in a manner that may endanger the person or property of Landlord, co-tenants, or any person living on or near the Premises. Tenant shall keep all portions of the Premises in a clean, safe, sanitary, and habitable condition.

f. **Pets and Animals:** Pets or animals shall be permitted upon the Premises, provided that such animals do not constitute a nuisance or threat to the safety of other occupants of the Property or guests and invitees to the Property.

g. **Storage/Trash:** Tenant shall store all personal property entirely within the Premises. Tenant shall store all trash and refuse in adequate containers within the Premises, which Tenant shall maintain in a neat and clean condition, or within designated areas so as not to be visible to members of the public in, or about the Property, and so as not to create any health or fire hazard.

h. **Hazardous Material Prohibited:** Tenant shall not cause or permit any hazardous material to be brought upon, kept or used in, or about the Premises by Tenant, its agents, employees, contractors, or invitees. If Tenant breaches the obligations stated in the preceding sentence, or if the presence of hazardous material on the Premises caused, or permitted by Tenant results in contamination of the Premises, or if contamination of the Premises by hazardous material otherwise occurs for which Tenant is responsible to Landlord for resulting damage,
then Tenant shall indemnify, defend, and hold Landlord harmless from any and all resulting claims, judgments, damages, penalties, fines, costs, liabilities, or losses.

1. Quiet Enjoyment: Landlord agrees that upon Tenant paying the Rent and performing Tenant's obligations under this Lease, Tenant shall peacefully and quietly have, hold, and enjoy the Premises throughout the Term or until this Lease is terminated pursuant to its terms. Landlord shall not be responsible for the acts or omissions of any other tenant or third party that may interfere with Tenant's use and enjoyment of the Premises. In the event of any transfer or transfers of Landlord's interest in the Premises or in the Property, other than a transfer for security purposes only, the Landlord shall be automatically relieved of any and all obligations and liabilities accruing from and after the date of such transfer.

j. Rules and Regulations: Landlord shall provide Tenant with a copy of all rules and regulations affecting the Premises, and Tenant shall abide by all such rules and regulations.

18. Subletting or Assignment: Tenant shall not sublet the Premises or any part thereof, nor assign this Lease or any interest therein, without the prior written consent of Landlord. Such consent shall not be unreasonably withheld. As a condition of assignment or sublease, Landlord may require the continued liability of Tenant or a separate personal guaranty by Tenant or its principal. If Tenant is a corporation, limited liability company, or other entity that is not a natural person, any change in ownership of more than thirty percent (30.0%) (over any period) of the ownership interest shall be deemed an assignment of this Lease. In the event an assignment or sublease is permitted, all payments from assignee or sublessee shall be made directly by said party to Landlord, and not through Tenant. Any sublease by Tenant in connection with the Premises shall be subject and subordinate to the terms and conditions of this Lease.

19. Surrender of Premises: Tenant will return the Premises to Landlord at the expiration of the Term in as good order and repair as when Tenant took possession, loss by casualty and normal wear and tear excepted. Any deterioration or damage caused by accident, abuse, carelessness, or negligence shall not be considered normal wear and tear. In the event that Tenant fails to redeliver the Premises in appropriate condition, Landlord may restore the Premises to appropriate condition, including repair, replacement, and cleaning. The cost of any work necessitated shall be deducted from the Security Deposit (if any); if any Security Deposit is insufficient to cover work performed, Tenant shall be obliged to pay the additional balance.

20. Removal of Fixtures/Redelivery: Tenant shall remove, at the termination of this Lease, provided Tenant is not in Default, Tenant's moveable trade fixtures and other items of personal property that are not permanently affixed to the Premises. Tenant shall remove the alterations and additions and signs made by Tenant as Landlord may request and repair any damage caused by such removal. Tenant shall peaceably yield up the Premises and all alterations and additions thereto (except such as Landlord has requested Tenant to remove); and all fixtures, furnishings, floor coverings, and equipment that are permanently affixed to the Premises which shall thereupon become the property of the Landlord. Any personal property of Tenant not removed within five (5) days following such termination shall, at Landlord's option, become the property of Landlord.

PAYMENTS

21. Payments/Dishonored Checks: Payments shall be deemed received when actually delivered to, and received by, Landlord at the payment location. Dishonored checks and any checks received late in the mail will be treated as late payments. Additional bank and handling charges may also be assessed in the event of a dishonored check. The foregoing items shall be deemed Additional Rent. Landlord may require Tenant to replace such dishonored check with a money order, cashier's check, or other good funds. Landlord may further require that all subsequent payments after a dishonored check be paid with a money order, cashier's check, or other good funds.

22. Partial Payment: If any partial payment is made by Tenant, it shall be allocated first to the payment of Additional Rent, including, without limitation, utilities (if applicable) and other expenses; and second to unpaid Rent. Acceptance by Landlord of any partial payment shall not waive the right of Landlord to require immediate payment of the unpaid balance of Rent or waive or affect Landlord's rights to institute legal proceedings including, without limitation, an eviction action.
23. **No Offset**: No assent, express or implied, to any Default of any one or more of the agreements hereof shall be deemed or taken to be a waiver of any succeeding or other Default. The covenants set forth in this Lease are independent. Tenant shall have no right to withhold or set off any Rent due Landlord.

24. **Joint and Several Obligations of Tenant**: In the event more than one person comprises Tenant, it is expressly understood and agreed that each person comprising Tenant is jointly and severally liable for any and all obligations of Tenant in this Lease. This means that all persons comprising Tenant are each, together and separately, responsible for all of Tenant’s obligations. Landlord may, at its option, determine whom to hold responsible.

25. **Security Deposit**: *Omitted as Inapplicable.*

**REPAIRS AND MAINTENANCE**

26. **Improvements, Repairs, and Maintenance**: Subject to the limitations set forth in Paragraphs 27 and 28 below, Landlord, as specified in Paragraph 12 above, shall be responsible for the cost and condition of the respective improvements, repairs, and maintenance relating to all structural components, interior and exterior walls, floors, ceiling, roofs, sewer connections, plumbing, wiring, appliances, and glass used in connection with the Premises.

27. **Landlord’s Limited Responsibility**: In the event Paragraph 12 of this Lease provides for Landlord’s responsibility for certain repair and maintenance, Landlord shall be responsible for: (i) any repairs, replacements, restorations, or maintenance that have been necessitated by reason of ordinary wear and tear, and (ii) any repairs, replacements, restorations, or maintenance that have been necessitated by sudden natural forces, or acts of God, or by fire not caused by Tenant. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse of Tenant, its agents, employees, customers, licensees, invitees, or contractors shall be paid by Tenant to Landlord promptly upon billing. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant’s business, nor shall any delays entitle Tenant to any abatement of Base and Additional Rent or damages, or be deemed an eviction of Tenant in whole or in part.

28. **Tenant’s Allowed Responsibilities**: In the event Paragraph 12 of this Lease provides for Landlord’s responsibility for certain repair and maintenance, Tenant shall not perform or contract with third parties to perform any repairs of any kind upon the Premises or structure upon which the Premises are located. In the event any repair that is the responsibility of Landlord becomes necessary, Tenant shall notify Landlord as soon as possible, and allow reasonable time for the work to be completed. Any unauthorized work performed or contracted for by Tenant will be at the sole expense of Tenant.

29. **Tenant’s Duty to Repair**: In the event Paragraph 12 of this Lease provides for Tenant’s responsibility for certain repair and maintenance, Tenant shall, at Tenant’s sole cost and expense, maintain the Premises, including, but not limited to, the plumbing, exterior plate glass, other windows, and window frames, electric wiring, HVAC equipment, fixtures, appliances, and interior walls, doorways, and appurtenances belonging thereto installed for the use or used in connection with the Premises (and including the foundation, exterior walls, and roof of the Improvements, if so provided in Paragraph 12). Tenant shall, at Tenant’s own expense, make as and when needed all repairs to the Premises and to all such equipment, fixtures, appliances, and appurtenances necessary to keep the same in good order and condition. Tenant repairs shall include all replacements, renewals, alterations, and betterments (the “Tenant Repairs”). All Tenant Repairs shall be equal or better in quality and class to the original work. In the event Tenant fails to complete Tenant Repairs, Landlord may obtain them and bill Tenant for such work as Additional Rent.

30. **Tenant Improvements**: Unless otherwise provided in the Work Letter, Tenant shall be solely responsible for any and all improvements and alterations within the Premises necessary for Tenant’s intended use of the Premises, including, but not limited to, electrical wiring, HVAC, plumbing, framing, drywall, flooring, finish work, telephone systems, wiring, and fixtures necessary to finish the Premises to a condition suitable for Tenant’s use (the “Tenant Work”).
31. Improvements/Prior Landlord Consent: Tenant agrees to submit to Landlord complete plans and specifications, including engineering, mechanical, and electrical work covering any and all contemplated Tenant Work, if applicable, and any subsequent improvements or alterations of the Premises. The plans and specifications shall be in such detail as Landlord may require, and in compliance with all applicable statutes, ordinances, regulations, and codes. As soon as reasonably feasible thereafter, Landlord shall notify Tenant of any failures of Tenant’s plans to meet with Landlord’s approval. Tenant shall cause Tenant’s plans to be revised to the extent necessary to obtain Landlord’s approval. Tenant shall not commence any Tenant Work, or any other improvements, or alterations of Premises until Landlord has approved Tenant’s plans.

32. Tenant Work and Repairs/Compliance with Codes/Mechanic Liens: Tenant shall procure all necessary permits before undertaking Tenant Work or Tenant Repairs. Tenant shall perform all Tenant Work or Tenant Repairs in a good and workmanlike manner. Tenant shall use materials of good quality and perform Tenant Work or Tenant Repairs only with contractors previously approved of in writing by Landlord. Tenant shall comply with all laws, ordinances, and regulations, including, but not limited to, building, health, fire, and safety codes. Tenant hereby agrees to hold Landlord and Landlord’s agents harmless and indemnified from all injury, loss, claims, or damage to any person or property (including the cost for defending against the foregoing) occasioned by, or growing out of Tenant Work or Tenant Repairs. Tenant shall promptly pay when due the entire cost of any Tenant Work or Tenant Repairs on the Premises undertaken by Tenant, so that the Premises shall at all times be free of liens for labor and materials. Tenant hereby agrees to indemnify, defend, and hold Landlord harmless of and from all liability, loss, damages, costs, or expenses, including reasonable attorneys’ fees, incurred in connection with any claims of any nature whatsoever for work performed for, or materials, or supplies furnished to Tenant, including lien claims of laborers, materialmen, or others. Should any such liens be filed or recorded against the Premises or the Improvements with respect to work done for, or materials supplied to, or on behalf of Tenant, or should any action affecting the title thereto be commenced, Tenant shall cause such liens to be released of record within five (5) days after notice thereof. If Tenant desires to contest any such claim of lien, Tenant shall nonetheless cause such lien to be released of record by the posting of adequate security with a court of competent jurisdiction as may be provided by Colorado’s mechanic’s lien statutes. If Tenant shall be in default in paying any charge for which such mechanic’s lien or suit to foreclose such lien has been recorded or filed and shall not have caused the lien to be released as aforesaid, Landlord may (but without being required to do so) pay such lien or claim and any associated costs, and the amount so paid, together with reasonable attorneys’ fees incurred in connection therewith, shall be immediately due from Tenant to Landlord as Additional Rent.

33. Common Area Maintenance: Landlord shall use reasonable efforts to maintain and repair the exterior common areas of Property, including walks and parking lots. The cost of any maintenance, repairs, or replacements necessitated by the act, neglect, misuse, or abuse by Tenant, its employees, licensees, invitees, or contractors shall be paid by Tenant to Landlord. Landlord shall use reasonable efforts to cause any necessary repairs to be made promptly; provided, however, that Landlord shall have no liability whatsoever for any delays in causing such repairs to be made, including, without limitation, any liability for injury to or loss of Tenant’s business, nor shall any delays entitle Tenant to any abatement of Rent or damages, or be deemed an eviction of Tenant in whole or in part.

34. Keys/Locks: Tenant shall not place any additional locks upon the Premises, including, but not limited to, exterior and interior doors. Tenant shall not cause any of the locks or cylinders therein to be changed or re-keyed.

35. Waste/Rubbish Removal: Tenant shall not lay waste to the Premises. Tenant shall not perform any action or practice that may injure the Premises or Property. Tenant shall keep the Premises and the Property surrounding the Premises free and clear of all debris, garbage, and rubbish. Unless otherwise provided for in this Lease, Tenant shall be responsible for contracting for and paying for trash and debris removal required by Tenant’s use of the Premises.

DEFAULT, NOTICE AND REMEDIES

36. Default: If Tenant is in arrears in the payment of any installment of Rent, any Additional Rent, or any portion thereof, or is in violation of any other covenants or agreements set forth in this Lease (a “Default”) and the Default remains uncorrected for a period of three (3) days after Landlord has given written notice thereof pursuant to applicable law, then Landlord may, at Landlord’s option, undertake any of the following remedies.
without limitation: (a) declare the Term of this Lease ended; (b) terminate Tenant’s right to possession of the Premises and reenter and repossess the Premises pursuant to applicable provisions of the Colorado Forcible Entry and Unlawful Detainer statute; (c) recover all present and future damages, costs, and other relief to which Landlord is entitled; (d) pursue Landlord’s lien remedies; (e) pursue breach of contract remedies; and (f) pursue any and all available remedies in law or equity. In the event possession is terminated by reason of a Default prior to expiration of the Term, Tenant shall remain responsible for the Rent and Additional Rent, subject to Landlord’s duty to mitigate such damages. Pursuant to §§ 13-40-104(d.5) and (e.5), and 13-40-107.5, C.R.S., hereby incorporated by reference, in the event repeated or substantial Defaults(s) under this Lease occur, Landlord may terminate Tenant’s possession upon a written Notice to Quit, without a right to cure. Upon such termination, Landlord shall have available any and all of the remedies listed above.

37. **Abandonment:** In the event of an abandonment of the Premises, Landlord may, without being obligated to do so and without terminating this Lease, retake possession of the Premises and exercise any of the remedies contained in Paragraph 38 below.

38. **Re-Entry:** In the event of re-entry by Landlord as a result of abandonment or a Default by Tenant:

   a. Tenant shall be liable for damages to Landlord for all loss sustained, including, without limitation, the balance of the Rent and Additional Rent, court costs, and reasonable attorneys’ fees;

   b. Tenant’s personal property and the personal property of any guest, invitee, licensee, or occupant may be removed from the Premises and left on the street or alley, or, at Landlord’s option, it may be removed and stored, or disposed of at Landlord’s sole discretion. Landlord shall not be deemed a bailee of the property removed and Landlord shall not be held liable for the property. Tenant shall indemnify Landlord for any expense in defending against any claim by Tenant or third party and for any legal expense, cost, fine, or judgment awarded to a third-party as a result of Landlord’s action under the term of this Lease;

   c. Landlord may attempt to relet the Premises for such rent and under such terms as Landlord believes appropriate;

   d. Landlord may enter the Premises, clean and make repairs, and charge Tenant accordingly;

   e. Any money received by Landlord from Tenant shall be applied first to Rent, Additional Rent, and other payments due; and

   f. Tenant shall surrender all keys and peacefully surrender and deliver up possession of the Premises.

**INSURANCE AND INDEMNIFICATION**

39. **Negligent Damages:** Tenant shall be responsible for and reimburse Landlord for any and all damages to the Premises or Property and persons and property therein caused by the negligent, grossly negligent, reckless, or intentional acts of itself, its employees, agents, invitees, licensees, or contractors.

40. **Liability Indemnification/Insurance:** Tenant shall hold Landlord, Landlord’s agents, and their respective successors and assigns, harmless and indemnified from all injury, loss, claims, or damage to any person or property while on the Premises, or any other part of the Property, or arising in any way out of Tenant’s business, which is occasioned by a negligent, intentional, or reckless act, or omission of Tenant, its employees, agents, invitees, licensees, or contractors. Tenant shall maintain public liability insurance insuring Landlord and Landlord’s agents, as their interest may appear, against all claims, demands, or actions for injury to or death in an amount of not less than one million dollars ($1,000,000) arising out of any one occurrence, made by, or on behalf of any person, firm, or corporation, arising from, related to, or connected with the conduct and operation of Tenant’s business, including, but not limited to, events on the Premises and anywhere upon the Property. Tenant shall also obtain coverage in the amount of one million dollars ($1,000,000) per occurrence covering Tenant’s contractual liability under the aforesaid indemnification clauses.

No. 1003. COMMERCIAL LEASE (Gross) (Page 7 of 11)

Active/47486278 1
41. **Fire/Casualty Insurance:** Tenant shall maintain plate glass insurance covering all exterior plate glass in the Premises, fire, extended coverage, vandalism, and malicious mischief insurance and such other insurance as Tenant may deem prudent, covering all of Tenant's stock in trade, fixtures, furniture, furnishings, floor coverings, and equipment in the Premises.

42. **Insurance Requirements:** All of Tenant's insurance related to the Premises and the Property shall be in the form and from responsible and well-rated companies satisfactory to Landlord, shall name Landlord as an additional insured thereunder, and shall provide that the insurance will not be subject to cancellation, termination, or change except after at least thirty (30) days prior written notice to Landlord. The policies or duly executed certificates for such insurance shall be provided to Landlord prior to commencement of Term and upon request of Landlord.

43. **Waiver of Liability:** Landlord and Landlord's agents and employees shall not be liable for, and Tenant waives all claims for, damage to property sustained by Tenant, employees, agents or contractors, or any other person claiming through Tenant, resulting from any accident in or upon the Premises or the Property of which they shall be a part, including, but not limited to, claims for damage resulting from: (1) any equipment or appurtenances becoming out of repair; (2) Landlord's failure to keep the Property or the Premises in repair; (3) injury done or occasioned by wind, water, or other act of God; (4) any defect in, or failure of, plumbing, heating, or air-conditioning equipment, electric wiring, or installation thereof, gas, water and steam pipes, stairs, porches, railings, or walks; (5) broken glass; (6) the backing-up of any sewer pipe, or downspout; (7) the bursting, leaking, or running of any tank, tub, sink, sprinkler system, water closet, waste pipe, drain, or any other pipe or tank in, upon, or about the Property or Premises; (8) the escape of steam, or hot water; (9) water, snow, or ice being upon, or coming through the roof, skylight, doors, stairs, walks, or any other place upon, or near such Property, or the Premises, or otherwise; (10) the falling of any fixtures, plaster, or stucco; (11) fire or other casualty; and (12) any act, omission, or negligence of co-Tenants, or of other persons or occupants of the Property, or of adjoining or contiguous buildings, or of adjacent or contiguous property.

44. **Third-Party Liability:** Landlord shall not be liable to Tenant for any damage by or from any act or negligence of any co-tenant or other occupant of the Improvements, or by any owner or occupant of adjoining or contiguous property. Landlord shall not be liable for any injury or damage to persons or property resulting in whole or in part from the criminal activities of others. To the extent not covered by normal fire and extended coverage insurance, Tenant agrees to pay for all damage to the Improvements.

45. **Landlord Insurance:** Insurance shall be procured by Landlord in accordance with its sole discretion. All awards and payments thereunder shall be the property of the Landlord, and Tenant shall have no interest in the same. Notwithstanding the foregoing, Landlord agrees to obtain building liability and hazard insurance required to be carried for the Property and Premises and adequate hazard insurance, which covers replacement cost of the Property and Premises.

46. **Indemnification Fees and Costs:** In case any claim, demand, action, or proceeding is made or brought against Landlord, its agents, or employees, by reason of any obligation on Tenant's part to be performed under the terms of this Lease or arising from any act of negligence of Tenant or its agents or employees, or which gives rise to Tenant's obligation to indemnify Landlord, Tenant shall be responsible for all costs and expenses, including, but not limited to, reasonable attorneys' fees incurred in defending or prosecution of the same, as applicable.

**OTHER PROVISIONS**

47. **Destruction, or Condemnation of Premises:** Landlord's and Tenant's duties and responsibilities are as follows when destruction or condemnation of the Premises occurs:

a. **Partial Destruction of the Premises:** In case of partial destruction of the Premises by fire, or other casualty, Landlord at its discretion may repair the Premises with reasonable dispatch after notice of said partial destruction. Tenant shall remain responsible for payment of Rent. Subparagraph (d) of this Paragraph 47 shall apply if Landlord determines that the partial destruction will not be repaired.
b. **Premises Untenable:** If the Premises are made totally untenable by fire, the elements, or other casualty, or if the building in which the Premises are located is partially destroyed to the point where Landlord, within a reasonable time, decides not to rebuild, or repair, then Subparagraph (d) of this Paragraph 47 shall apply.

c. **Condemnation:** If the whole or part of the Premises are taken by any authority for any public or quasi-public use, or purpose, then Subparagraph (d) of this Paragraph 47 shall apply. All damages and compensation awarded for any taking shall be sold the sole property of Landlord.

d. **Termination of Term:** Tenant agrees that if Landlord decides not to repair, or rebuild the Premises where the destruction has occurred as described in Subparagraphs (a) and (b) of this Paragraph 47, the Term hereby granted by this Lease shall cease and the Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. A refund will be given for the balance of any Rent paid in advance for which Tenant did not have use of the Premises due to the cessation of the Term under the conditions of this Paragraph 47. Where the Premises have been taken due to condemnation as described in Subparagraph (c) of this Paragraph 47, the Term of this Lease shall cease and terminate upon the date that possession of the Premises is taken by the authority. Rent and Additional Rent shall be prorated and payable up to the time of the cessation of the Term. Tenant shall not hold Landlord liable for any damages as a result of any of the acts or events described in this subparagraph.

48. **Holdover:** Tenant shall vacate the Premises and remove all of Tenant’s personal property from the Premises prior to 11:59 p.m. on the date the Term expires. Landlord may immediately commence eviction proceedings at its sole discretion. If, after the expiration of this Lease, Tenant shall remain in possession of the Premises and continue to pay Rent without a written agreement as to such possession, then such tenancy shall be regarded as a month-to-month tenancy, at a monthly rental, payable in advance, equivalent to the last month’s Rent paid under this Lease, and subject to all terms and conditions of this Lease.

49. **Entry by Landlord:** Landlord may enter the Premises at reasonable hours for reasonable purposes (such as repairs, inspections, or re-letting to prospective new tenants), upon reasonable notice to Tenant. Landlord may also enter the Premises in the event of emergency, without notice, or in the event of vacancy of the Premises, as described in Paragraph 38.

50. **Guarantor:** In the event this Lease is guaranteed, the person(s) guaranteeing this Lease (“Guarantor”) hereby absolutely guarantees Tenant’s obligations and performance under this Lease. Guarantor further agrees to be bound by the same covenants and conditions of this Lease and hereby makes the same warranties and representations as Tenant hereunder. If Tenant defaults in the performance of its obligations under this Lease, Guarantor will perform said obligations.

51. **Subordination/Estoppel/Attornment:** This Lease shall be subordinate to all existing and future mortgages, deeds of trust, and other security interests on the Premises and to any and all extensions, renewals, refinancing, and modifications thereof. Tenant shall execute and deliver whatever instruments may be required for such purposes, or for the purpose of informing a potential or existing lender or purchaser of the Property as to the status of its tenancy. Any such instruments or estoppel letters shall contain all information reasonably required by Landlord or other entity in conjunction with such transaction. Tenant agrees to attorn to a lender or other party coming into title to the Property upon written request of Landlord.

52. **Notices:** All notices required to be sent under this Lease shall be in writing and either: (i) delivered as provided by applicable law, including, *inter alia* § 13-40-101, C.R.S., et seq., [Colorado Forcible Entry and Unlawful Detainer statute]; (ii) personally delivered, with proper proof of service; or (iii) sent via U.S. first class mail, postage prepaid. All notices required to be sent to Landlord shall be sent or delivered to the address where the Rent is to be paid, and all notices required to be sent to Tenant shall be sent or delivered to the Premises, unless otherwise specified in this Lease. Notwithstanding the foregoing, all notices involving or concerning § 13-40-101, C.R.S., et seq., shall be delivered as provided by statute.

53. **Attorneys’ Fees:** In the event Tenant or Landlord fails to perform any of its obligations under this Lease, or in the event a dispute arises concerning the meaning or interpretation of any provision of this Lease, the defaulting party, or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and reasonable attorneys’ fees.

No. 1003. COMMERCIAL LEASE (Gross) (Page 9 of 11)
54. **Governing Law:** This Lease shall be governed by and construed in accordance with the laws of the State of Colorado. Venue shall be proper in the county where the Premises are located.

55. **Amendments and Termination:** Unless otherwise provided in this Lease, this Lease may be amended, modified, or terminated only by a written instrument executed by Landlord and Tenant.

56. **Captions:** The paragraph titles or captions in this Lease are for convenience only and shall not be deemed to be part of this Lease.

57. **Pronouns; Joint and Several Use of Certain Terms:** Whenever the terms referred to in this Lease are singular, the same shall be deemed to mean the plural, as the context indicates, and vice versa. All references to the "Landlord" shall mean Landlord and/or its authorized agents, contractors, or employees as may be required by the specific context. All references to the "Tenant" shall mean each and every person comprising Tenant, or an individual person, or combination of persons comprising Tenant as may be required by the specific context.

58. **Waivers:** No right under this Lease may be waived except by written instrument executed by the party who is waiving such right. No waiver of any breach of any provision contained in this Lease shall be deemed a waiver of any preceding or succeeding breach of that provision, or of any other provision contained in this Lease. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

59. **Heirs, Assigns, Successors:** This Lease is binding and inures to the benefit of the heirs, assigns, and successors in interest to the parties, subject to the restrictions on assignment in Paragraph 18.

60. **Time of the Essence:** Time is of the essence of this Lease, and each and all of its provisions.

61. **No Reservation of Option:** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and is not effective as a lease or otherwise until execution and delivery by both Lessor and Tenant.

62. **Credit Reports:** Omitted as Inapplicable.

63. **Corporate Authorization:** If Landlord or Tenant is a limited liability company, each individual executing this Lease on behalf of such limited liability company represents and warrants that he is duly authorized to execute and deliver this Lease on behalf of said limited liability company in accordance with a duly adopted resolution of the members of the limited liability company and that this Lease is binding upon the limited liability company in accordance with its terms.

64. **Severability:** If any term, covenant, condition, or provision of this Lease, or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, or provision to persons, or circumstances other than those to which it is held invalid, or unenforceable, shall not be affected thereby, and each provision of this Lease shall be valid and shall be enforced to the fullest extent permitted by law.

65. **Lead-Based Paint Disclosure Rule:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Tenant must also receive a federally approved pamphlet on lead poisoning prevention. In the event the Premises were constructed before 1978, Landlord shall comply with the Lead-Based Paint Disclosure, 42 U.S.C. § 4852d.

66. **Other Applicable Laws:** Federal, state, county, or municipal laws and ordinances may affect the Premises, this Lease, and Landlord/Tenant relationship that are not specifically addressed in this Lease. Landlord and Tenant should consult legal counsel prior to execution of this Lease to ascertain such information.

No. 1003. COMMERCIAL LEASE (Gross) (Page 10 of 11)
Active:4786278.1
67. **ADA Compliance:** Tenant shall not cause or permit any violation of the Americans with Disabilities Act (the "ADA") to occur on, or about the Premises by Tenant, its agents, employees, contractors or invitees. Tenant shall indemnify, defend and hold Landlord 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 of use of rentable or usable space, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys’ fees, consultation fees and expert fees) that arise during or after the Term as a result of such violation. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any remedial work required by any federal, state, or local governmental agency or political subdivision because of any ADA violation present on or about the Premises. Tenant shall be permitted to make such alterations to the Premises as may be necessary to comply with the ADA, at Tenant’s sole expense and upon the prior written consent of Landlord. Without limiting the foregoing, if the presence of any ADA violation on the Premises caused or permitted by Tenant results in remedial work on the Premises, Tenant shall promptly take all actions at its sole expense as are required by any authority to comply with the ADA; provided that Landlord’s consent to such actions shall first be obtained, which shall not be reasonably withheld.

68. **Additional Provisions:** Omitted as Inapplicable.

THE PARTIES SHOULD INITIAL EACH PAGE OF THIS LEASE AND SIGN BELOW. EACH PARTY SHOULD RECEIVE A SIGNED COPY OF THIS LEASE AND ANY ADDENDA.

**TENANT:**

Sopris Labs, LLC, a Colorado limited liability Company

By: James Young

Its: Member

Date: 12/17/17

**LANDLORD:**

Buggy Holdings, LLC, a Colorado limited liability company

By: Mike Hopson

Its: Member

Date: 12/17/17
January 16, 2018

Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623

RE: Sopris Labs, LLC

To Whom It May Concern:

Please be advised my name is Mike Hopson and I am a member of Buggy Holdings, LLC ("Buggy"). Pursuant to a Lease Agreement between Buggy and Sopris Labs, LLC, ("Sopris"), Sopris is a tenant at 695 Buggy Circle, Carbondale, CO 81623 ("Property"). As an authorized use of the Property, Sopris is hereby authorized to conduct both medical and retail marijuana products manufacturing at the Property as permitted by applicable state and local law. If you have any questions, please do not hesitate to contact me at 970-989-4554.

Sincerely,

Mike Hopson
Member- Buggy Holdings, LLC
## Invoice

**Account Number:** 203416544  
**Invoice Amt Due:** $414.90  
**Due Date:** 01/24/2018

**Name:** CHAPMAN DUCOTE  
**Service Address:** 350 BIG PINION ROAD  
**Basalt CO 81621**

### Previous Balance
- **Amount:** $0.00

### Payments
- **Amount:** $0.00

### Adjustments/Credits
- **Amount:** $0.00

### New Charges
- **Amount:** $414.90

### Account Balance Due
- **Amount:** $414.90

### Invoice Amount Due
- **Amount:** $414.90

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**Account Balance Due includes all outstanding charges for which we have not received payment and may not reflect payments sent.**

**Messages**

Your safety is our priority! For helpful tips for a worry-free winter, visit the Propane/Consumer Safety section of our company website.

We periodically review and revise our standard Terms & Conditions. Visit our company website to read the T&C that apply.

Tired of calling for propane? Enroll in automatic delivery and get our no run-out promise. Call your local office for details.

**Contact Us:** Billing, Service & Delivery: 970-963-3113  
**Pay Online or Enroll In our Automatic Payment program:** www.amerigas.com

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**Thank you for your business!**

**AmberGas - 2502**  
**888 Highway 133**  
**Carbondale CO 81623**

---

**Total Amount Enclosed:** $414.90

Please return this portion with your payment

- Account or user address change?  
  - If yes, please check box and complete reverse side.

---

**Chapman Ducote**  
**350 Big Pinion Road**  
**Basalt CO 81621**

**Remit To**  
**PO Box 660288**  
**Dallas TX 75266-0288**
Cathy Derby

From: Bill Gavette <gavette@carbondalefire.org>
Sent: Monday, February 05, 2018 10:17 AM
To: Cathy Derby
Cc: Paul Herr
Subject: RE: Proposed Marijuana Infused Product (MIP) Establishments

Kathy,

We have no issues with the application at this point. We’ll get another chance to review the specifics during building permit review.

Thanks,

Bill Gavette
Deputy Chief
Carbondale & Rural Fire Protection District
www.carbondalefire.org
970-963-2491

From: Cathy Derby [mailto:cderby@carbondaleco.net]
Sent: Friday, January 26, 2018 9:15 AM
To: Bill Gavette; Paul Herr
Subject: Proposed Marijuana Infused Product (MIP) Establishments

Good Morning Bill and Pablo,

John Plano asked me to forward you the attached information concerning 2 applications for MIP facilities in Carbondale. He want you to be aware of the method of extraction and the chemicals they will be keeping on hand.

Can you please look this information over and get back to me with any comments/concerns you may have.

By law I have 45 days to deem this application complete — or not — I received the application on January 24th so if you could get back to me in the next couple of weeks I sure would appreciate it.

Many thanks in advance for your help on this.

Cathy Derby
Town Clerk
Town of Carbondale
511 Colorado Avenue
Carbondale, CO 81623
Town of Carbondale
Affidavit of Mailing

The undersigned certifies that he/she 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.

Date of Mailing: 2/8/18
By:

Subscribed and sworn before me this 26 day of February, 2018.

Notary
My commission expires: 2/7/2020

Updated 01-10-2012
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Board of Trustees Agenda Memorandum

Item No: 10K

Meeting Date: March 13, 2018

TITLE: Recycling/Waste Diversion Information from Permitted Waste Haulers

SUBMITTING DEPARTMENT: Public Works

ATTACHMENTS: Information from Mountain Waste & Recycling
Information from Waste Management

BACKGROUND
From time-to-time, companies will perform research to better understand customer behaviors. On January 30, 2018, Mountain Waste & Recycling performed a 1-day waste diversion study related specifically to Carbondale. After performing the study and quantifying the results, the company requested time on the Board agenda to share the results of the study with the Town.

DISCUSSION
When the decision was made to place this item on the agenda for this meeting, staff reached out to all of the permitted haulers to let them know that recycling/waste diversion rates were going to be discussed at this meeting. They were invited to provide their company's recycling/waste diversion information and offered the opportunity to present their information to the Board as part of this item. Mountain Waste & Recycling and Waste Management requested time on the agenda to present recycling/waste diversion information to the Board.

RECOMMENDED ACTION
This information is presented for the Board’s information and discussion.

Prepared by: Kevin Schorzman

[Signature]

Town Manager
To: Town of Carbondale

From: Mountain Waste & Recycling

Subj: Waste Diversion Study/Exercise

On Tuesday January 30, 2018 Mountain Waste & Recycling did a 1-day waste diversion exercise in the Town of Carbondale, Co. to determine the amount of trash and recycling within the town limits. There are some very important variables to keep in mind regarding the numbers that are presented in this report. Mountain Waste & Recycling currently services approximately 74%-78% of all residential customers in the town limits. We conducted this exercise to get a better understanding for ourselves but most importantly for the leaders of the Carbondale community. Please keep in mind that this exercise only illustrates the materials collect on a single, random date and should not be considered as an average that would not be consistent with the same materials collected during a peak period (summertime / holidays) time of year.

Mountain Waste & Recycling calculates a communities (Town or City) diversion rate by comparing the amount of material that was recycled, composted or diverted from the landfill compared to the total waste generated by the community. Below please see the diversion rate for the Town of Carbondale for January 30, 2018. Please note that these statistics are for residential customers only–NO Commercial waste!

<table>
<thead>
<tr>
<th>Total MSW Collected</th>
<th>Total Recycling Collected</th>
<th>Total Compost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>20.38 Tons</td>
<td>7.91 Tons</td>
<td>.145 Tons</td>
<td>28.435 Tons</td>
</tr>
</tbody>
</table>

The Waste Diversion Rate for the Town of Carbondale is 28.32%, this is more than twice the State of Colorado average of 12.1% that was reported by the Colorado Department of Health & Environment at the end of 2016.

Calculations: Total of Recycling & Compost (7.91 tons + .145 tons) / Total of all materials collected (28.435 tons)

Mountain Waste & Recycling has completed the 2017 diversion rates for other municipalities and would like to show the comparison.

City of Rifle 23.59%
Town of Silt 17.8%
Town of New Castle 14.66%

We hope you find this exercise useful and would like to answer any question that you might have.
# 2017 Diversion Rates

Waste Management of Colorado  
Monthly Tonnage Report  
Aspen to Parachute

Aspen to Parachute Tonnage Report for 2017

<table>
<thead>
<tr>
<th></th>
<th>Jan</th>
<th>Feb</th>
<th>Mar</th>
<th>Apr</th>
<th>May</th>
<th>Jun</th>
<th>Jul</th>
<th>Aug</th>
<th>Sep</th>
<th>Oct</th>
<th>Nov</th>
<th>Dec</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>MSW Tons</td>
<td>2545.19</td>
<td>1646.68</td>
<td>2402.27</td>
<td>1884.06</td>
<td>1930.18</td>
<td>2156.80</td>
<td>3034.37</td>
<td>2687.58</td>
<td>2672.28</td>
<td>1985.60</td>
<td>1763.21</td>
<td>1662.17</td>
<td>26370.39</td>
</tr>
<tr>
<td>Cardboard Tons</td>
<td>22.50</td>
<td>31.00</td>
<td>26.50</td>
<td>41.50</td>
<td>51.50</td>
<td>42.50</td>
<td>31.00</td>
<td>31.00</td>
<td>32.00</td>
<td>38.50</td>
<td>37.75</td>
<td>29.75</td>
<td>415.50</td>
</tr>
<tr>
<td>Co-Mingle Tons</td>
<td>264.25</td>
<td>212.89</td>
<td>222.77</td>
<td>249.87</td>
<td>193.02</td>
<td>244.51</td>
<td>311.99</td>
<td>296.45</td>
<td>312.69</td>
<td>229.46</td>
<td>202.87</td>
<td>284.87</td>
<td>3025.64</td>
</tr>
<tr>
<td>Total Recycle Tons</td>
<td>286.75</td>
<td>243.89</td>
<td>249.27</td>
<td>291.37</td>
<td>244.52</td>
<td>287.01</td>
<td>342.99</td>
<td>327.45</td>
<td>344.69</td>
<td>267.96</td>
<td>240.62</td>
<td>314.62</td>
<td>3441.14</td>
</tr>
</tbody>
</table>

| Diversion Rate Percentage | 11.27% | 14.81% | 10.38% | 15.47% | 12.67% | 13.31% | 11.30% | 12.18% | 12.90% | 13.50% | 13.65% | 18.93% | 13.05% |

2017 Collected Tons

![Graph showing 2017 collected tons with different categories and months.](chart.png)
Single Stream Recycling

- Metal Cans: Sodas, tin & aluminum cans, vegetable, fruit or wine cans
- Glass Bottles and Jars
- Paper Cardboard, Dairy and Juice Containers
- Paper: Brown paper bags, office paper, newspapers, magazines
- Plastic Bottles and Containers #1-7

Thank you for doing your part to help us with recycling.recycling reduces the amount of waste in our landfills and oceans. You're helping to create a better planet for future generations.

WM

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THINK GREEN:

WM.COM/ECO
Single Stream Materials to Denver MRF
Clean Cardboard to Grand Junction MRF
Basalt Transfer Station

**PAPER PRODUCTS**
- Corrugated cardboard, chipboard (cereal, tissue, cracker boxes), mixed paper (writing, computer, copy paper, receipts, sorted junk mail, brown paper sacks, newspapers, magazines, catalogues, phone books)
- Cartón corrugado, cartón gris (cereales, toallas, cajas de galletas), papel mixto (escritura, ordenador, papel de copia, recibos, correo no deseado) ordenados (sacos de papel marrón, periódicos, revistas, catálogos, guías telefónicas)

**PLEASE:** Flatten boxes. No packing foam, plastic bags, wax boxes, carbon paper, plastic shipping envelopes.

**CARDBOARD**
- REMOVE AND DISCARD ALL PACKING MATERIALS, PLEASE FLATTEN BOXES
- Corrugated boxes, brown paper bags, paperboard including cereal boxes, tissue and paper towel rolls, cake mix and cracker boxes, etc.

**PLEASE NO WAX BOXES OR FOOD-CONTAMINATED CARTONS**
Town Of Carbondale
Public Works
511 Colorado Avenue
Carbondale, CO 81623

Board of Trustees Agenda Memorandum

Item No: 11L
Meeting Date: March 13, 2018

TITLE: Snowmass Drive Sidewalk Update

SUBMITTING DEPARTMENT: Public Works

ATTACHMENTS: Snowmass Drive Sidewalk Plans

BACKGROUND
At the January 9, 2018, meeting, the Board approved an agreement between the Town and Garfield County which will facilitate the construction of a sidewalk along the east side of Snowmass Drive between Main Street and Sopris Avenue. Since that meeting, staff has been working with our consulting engineer, Garfield County and the Bike, Pedestrian and Trails Commission to arrive at the design that is being presented this evening.

DISCUSSION
As mentioned above, the sidewalk will run along the east side of Snowmass Drive between Main Street and Sopris Avenue. This will complete a connection between the Rio Grande Trail and the existing trail that runs behind Crystal River Elementary down Meadowood Drive to the Roaring Fork High School. The construction of this trail will provide a more direct route for students living north of Main Street. While the new sidewalk will improve the safety of students, it will also complete a connection between the Crystal Valley Trail along Highway 133 and the Rio Grande Trail.

Key elements of the design include:
- Curb and gutter along the east side of Snowmass Drive
- A 10-foot wide concrete sidewalk
- A colored concrete crosswalk across White Hill Road
- Crosswalk signage on White Hill Road
- Shared-use signage at the beginning and end of the concrete sidewalk section
- Approximately 310 feet of variable height retaining wall midway between Main Street and Sopris Avenue

RECOMMENDED ACTION
This information is presented for the Board’s information and discussion.

Prepared by: Kevin Schorzman
SNOWMASS DRIVE TRAIL
CARBONDALE, CO
COMMUNITY POOL FORUM NOTES
CARBONDALE PARKS & RECREATION COMMISSION
February 28, 2018

Becky Moller called the Community Pool Forum Carbondale Parks & Recreation Commission meeting to order at 6:00 p.m. on February 28, 2018, in the Town Hall meeting room.

ROLL CALL
The following members were present for roll call:

Present: Becky Moller, Chair
          Hollis Sutherland, Member
          John Williams, Member
          Kathleen Wanatowicz, Member
          Ashely Allis, Member
          Tracy Wilson, Vice-Chair
          Todd Chamberlin, Member
          Erica Sparhawk, Trustee
          Angie Sprang, Boards & Commissions
          Eric Brendlinger, Parks & Recreation Director
          Jessi Rochel, Rec center and Program Manager
          Margaret Donnelly- Aquatics and Fitness Coordinator

WELCOME & KEY MESSAGE
Kathleen opened the meeting by welcoming citizens to the Community Pool Forum, and asking for their input. Each commission member and staff member welcomed guests, and shared a fond memory of a pool. Kathleen presented the tentative timeline. The pool project has not been approved by the Board of Trustees, this forum is purely a fact finding meeting to get ideas and gauge support.

2018: Fact Finding
2019: Planning Grant and Site Selection and Scoping
2020: Design
2021: Financing
2022: Construction
2023: Pool Opens

Over 240 people took the pool survey, and there were more than 100 comments collected. Kathleen explained the goals for the forum: to (1) facilitate continued dialogue with community about a new pool, and to (2) collect information and engage with public regarding next steps - planning grant for the pool.

Kathleen explained that station 1 has facility options information and survey results. Ashley, Eric, and John manned station 1. Station 2 provided opportunity for open ended comments, and was manned by Rose, Tracey, and Rebecca. Station 3 was hosted in the lobby by Todd, Hollis, and Kathleen to get signups and form a Friends of Carbondale Pool subcommittee.

PRESENTATION
Eric Brendlinger, Parks & Rec Director, presented a Power Point presentation containing information about the pool project. Key points included:
1. Community Pool Survey Results ** Handout Provided
2. History of the John M. Fleet Pool
3. **Needs – Sense of Urgency**  
   a. The pool in its current state is costing more and more year over year on repairs, which is eating up the pools operations budget limiting programing capacity.  
   b. Cost recovery is getting more difficult as the pool continues to age and require more capital improvements.  
   c. Typical life expectancy of a municipal pool is about 30 years. We’re currently at about 40 years into the life of Carbondale’s current pool. Existing Vinyl liner is 10 years old with life expectancy of 20 years.

4. **Recreation Center Sales Tax**  
   a. The public may need to vote as to whether or not they are willing to increase sales taxes to fund all or some portion of the pool costs.

5. **Pool Location** – we do not know – Next Steps GO CO Planning Grant (Fall 2019)  
   a. Eric provided explanation of the Parks and Recreation 5 year (2018 – 2022) capital improvement plan, which shows master planned recommendations for Parks and Recreation improvements.

Discussion ensued regarding the potential new pool project, points made were:  
- Creating a pool that appeals to people in the mid-valley and valley wide, ensuring that people want to come to Carbondale for that “cool/different pool.”  
- Obtaining comments and feedback from local kids by way of a  
- Salt water or saline pool options should be explored – less chemical use but potentially higher maintenance  
- Fundraising will be the biggest hurdle  
- Parks & Rec commission reached out to numerous other municipalities about recent pool builds

**INTERACTIVE STATION NOTES**  
Citizen guests interactively visited the stations. Feedback collected follows:

**Station 1: Facility Options (Dots and Comments Collected)**  
Green dots were if you liked the idea or amenity and red dots if you did not.

Options presented to attendees were:
- Outdoor Lap Pool with Diving Board and Kiddie area - (similar to existing town pool, not year-round) – approx. $3,000,000 to construct and $175,000 annually to operate and maintain. 32 green dots 8 red dots (discontent with all concrete, separate wading pool, no connectivity to park, fence on main street)  
- Outdoor Pool Lap Pool with Splash Pad/Water Play features not year-round – approximately $3,700,000 to construct and $185,000 annually to operate and maintain. 13 green with splash pad in pool, 5 red on splash pads on concrete.  
- Outdoor Lap Pool with Splash Pad/Water Play features heated year-round – approximately $3,820,000 to construct and $295,000 annually to operate and maintain. 31 green dots, no red dots, liked play elements, natural look to splash pad, climbing wall, slides, lap lanes, being outside.  
- Indoor Pool Facility (modest in scale, lap pool, kiddie pool, slide, restrooms/showers, check-in area, offices) – approximately $7,500,000 to construct and $375,000 annually to operate and maintain. 10 green dots, mostly on indoor kayaking, diving board and lap lanes, 8 red dots, due to the fact that it is indoors.

**Individual Amenities**
• Lap Lanes-L shape works well, 6 green dots, wide lane lines better, salt water pool, sign waiver for adult only lap swimming early am or at night at own risk without lifeguards
• Water Slide- requires 2 additional lifeguards on staff 2 Green dots 4 red dots
• Splash Pads—depending on design some require lifeguards some do not, all require additional daily maintenance. 4 green dots like animals that shoot water and natural look.
• Shade Structures- Umbrella style shade structures fade within 1-2 years and blow away, break and bend poles in our high wind location. Permanent Shade Cloth structures provide opportunities for party rentals. 22 green dots. No red dots Turf and landscaped premises important with natural shade. Liked the permanent shade structures with tables and chairs for picnics.
• Alternative Programs- Programs like these close the pool to the general public, but the private rental option could be additional revenue. Evening programs require additional staff and in pool lighting. 12 green dots 5 red dots. i.e.- kayaking roll sessions, water polo, slack lines, stand up boards, interactive games.
• “Aquatainment” Features- i.e. Climbing walls, basketball hoops, volleyball nets, inflatable obstacle courses all require one additional lifeguard on duty, provide revenue and rental options close portions of the pool for general bathers. 19 green dots, 9 red dots mostly on climbing wall.

Station 2: Open Ended – Speak Your Mind
Comments collected were:
• Showers that do not sand blast you. Private showers.
• 1 or 2 lap lanes that are always open (like Snowmass)
• Make more time for lap swim
• Wider lap lanes for lap sharing (now they are really tight)
• Pay it off with leaves
• 0 grade entrance (no pee pool!)
• 50 meters! Olympic sized for lap swimming because Carbondale residents are so athletic!
• “Chlorine generation system” like Snowmass Rec
• Balance “leisure pool” and “lap zones”
• Outdoor 8 lane competitive pool
• Share with Glenwood and ARC
• Saline water
• Warmer water 😊
• Food + GW vendors on sight, fun impaler style!
• Sell Carbondale beach towels to raise $
• Adults ONLY swim, new revenue?
• Year round please
• Year round please
• Year round please
• Longer open swim hours 2 weeks before school starts, 1 night a week, all summer
• Are we able to follow Minneapolis and set a new green standard with a natural system? No chemicals?
• Snack stand like Basalt
• Could lease for fun fundraisers!
• Evening pool party results!
• Snack stand @ pool
• Consider open 9 months as a cost saving measure
- Cover in winter while open & Open air in summer
- More swim lessons for youth 3-5
- BIG POOL!!!
- Climbing wall @ pool
- Climbing wall @ pool
- Hang out for teenagers
- Restaurant Bar @ Pool!
- Keep entrance fees modest so all kids & families can afford lessons & then enjoy afternoons in the pool. Not all kids & families can afford summer camps & trips, but they love the pool.

**Station 3: Friends of Carbondale Parks and Rec**

- Increase Recreation Sales and Use Tax
- Increase Property Tax
- Special District
- Bond
- Sign Up for Member of Friends of Carbondale Parks and Rec
MINUTES
BIKE, PEDESTRIAN & TRAILS COMMISSION
FEBRUARY 05, 2018

Darryl Fuller, Chairperson, called the Bike, Pedestrian, and Trails (BPT) Commission meeting to order at 6:00 p.m. on February 05, 2018, in the Town Hall meeting room.

ROLL CALL
The following members were present for roll call:

BPT Members: Darryl Fuller, Chair
John Speiss, Member
Darren Broom, Member
Rob Morey, Member
Tom Penzel, Member

Town Staff Present: Angie Sprang, Boards & Commissions Clerk
Ben Bohmfalk, Board of Trustees Liaison
Kevin Schorzman, Public Works Director

Observers & Guests: Matt Gworek, Citizen
Marty Madsen, CRES
Matt Annabel, AVLT

CONSENT AGENDA
Motion Passed: Rob Morey moved to approve the minutes from December 2017. John Speiss seconded the motion, and it was unanimously approved.

PERSONS PRESENT NOT ON THE AGENDA
Matt Gworek, Citizen, expressed interest in joining the commission. Mr. Gworek is also a member of the Red Hill Council.

BIKE EDUCATION PROGRAMS AT CRES – MARTY MADSEN
Marty Madsen presented information regarding bike safety and education. The biggest challenge to engaging in a bicycle education program is the time investment, but the impacts are well worth the time investment. The impact for kids and safety has proven positive. Discussion ensued. Darryl reached out to Bicycle Colorado also to discuss options for bike education. Marty is open to serving as a local resource to train others to provide bike education to kids. His program can be used as a model for others. Rob will reach out to Ross Montessori. The commission will continue to work with Marty regarding the coordination of bike educational programs for kids in Carbondale public and private schools.

RED HILL PARKING & TRAIL PROJECT DISCUSSION – MATT ANNABEL, AVLT
Matt Annabell reported that AVLT hopes the donations will reach goal amounts by the end of the month. The Town accepted the property agreement at the last BOT meeting, and the Town will manage the property if the fundraising goals are met. AVLT does own the property now, and are working to create a parking plan. Tony Boone, who worked on Buckthorn Trail and various other trail designs throughout the valley, worked with AVLT to create the proposed trail plan. There will be a fully public process to decide which trail alignment to go with. AVLT has collected a great deal of information, including geological information about the rock fall concerns expressed by Tony. Many of the details are yet to be determined as the process continues.

Darryl mentioned concerns about addressing user volume in the parking areas and trail entrance areas, and he looks forward to being a part of the public process as the project moves forward. The commission expressed thanks for the project and its long term contribution(s) to the citizens of Carbondale.
SNOWMASS DRIVE TRAIL UPDATE – KEVIN SCHORZMAN
Kevin Schorzman reported back to the commission about concrete versus asphalt, and after
discussions with CDOT concrete is the ideal medium. Discussion ensued regarding children safety
of the Sopris and White Hill crossing within the School Zone.

REPORTS & UPDATES
Niki Delson reported that she read in an article that the senior population will increase by 40% in the
valley in the next 7 years, by 2025. Niki is interested in how we can make Carbondale friendlier for
children and for the aging population from a pedestrian standpoint. Niki will research more about
this topic for further discussion at the next meeting.

Kevin will bring the pedestrian plan for the proposed Senior Housing project to the next meeting.

ADJOURNMENT
The February 05, 2018 regular meeting adjourned at 7:18 p.m. The next meeting is scheduled to
commence at 6:00 p.m. on March 05, 2018.

Respectfully submitted,
Angie Sprang
Board & Commissions Clerk
CALL TO ORDER
Colin Quinn called the meeting to order at 6:02 pm on January 22, 2018 in the Town Hall meeting room.

ROLL CALL
The following members were present for roll call:

E-board Members: Colin Quinn, Chairperson  
Kate Bolton, Member  
Julia Farwell, Alternate  
Patrick Hunter, Member  
Scott Mills, Member  
Garrett Fitzgerald, Member  
Sandy Marlin, Member  
Jose Miranda, Member  
Jim Kirschvink, Member

Town Staff Present: Angie Sprang, Board Administrator  
Mark O’Meara, Town Liaison  
Heather Henry, BOT Liaison

Observers & Guests: Sarah, CORE Representative  
Becky Moller, Applicant  
Alyssa Reindell, Guest

PERSONS PRESENT NOT ON THE AGENDA
Alyssa shared that she is on the board for the Colorado Summit for Recycling. She will be looking to fill volunteers and sponsors to help with initiatives. The event will be June 3 through 5th. There will be a tour at the Pit Co Landfill and other recycling locations throughout the valley. Alyssa also reported that the Carbondale City Market will begin composting on Wednesday. The board discussed the opportunity to support expansion of composting throughout the Town.

CONSENT AGENDA
Motion Passed: Colin Quinn moved to approve Eboard meeting minutes from December 18, 2017 with noted edits. Kate Bolton seconded the motion, and it was unanimously approved.

20th ANNIVERSARY
The Eboard was established in 1998. It was noted that the 20th anniversary of the Eboard falls on January 27th, 2018.
VALLEY-WIDE PLASTIC BAG EFFORTS
A link to the paper Liz with the City of Aspen wrote last year about the experience in Aspen: http://www.susted.com/wordpress/content/city-of-aspen-single-use-bag-study_2018_01/

Here is the link to the presentation the City of Aspen did at Town Council about the bag study: http://aspen.siretechnologies.com/SIREPub/mtgviewer.aspx?meetid=1580&doctype=AGENDA

A bill has been introduced to the Colorado House about applying a $0.25 to plastic bags across the state to fund affordable housing: https://coloradopolitics.com/plastic-bag-tax-colorado/

Discussion ensued regarding plastic bag efforts valley wide.

EBOARD EFFORTS TO REDUCE PLASTIC BAGS IN CARBONDALE
Jose opened discussion regarding the bag ban approach, and moving forward w/out using the word “ban” and instead thinking of it as the “bag solution.” Taking the bag initiatives to the next level with the slogan “Break FREE from Plastic,” which is a global educational campaign. www.BreakFREEfromPlastic.org also has a Facebook page, and they have educational materials and a set of principals listed on their website that aligns with current Eboard’s plastic bag initiatives. The Eboard will continue to research campaign partners. This item was reserved for the sub-committee work planning session.

WASTE DIVERSION DAY 2018
Julia gave an overview of waste diversion day 2018 and planning initiatives. Planning begins in the spring and the event happens in April. Initially, it was started by Smiley Wise in the 70’s and has evolved from there. There are measurable benefits to the day in terms of pounds of waste diverted. One of the challenges is the lack of volunteers, and asked for volunteer commitments from the board. Could everyone donate 2-3 hours of their time on the day of the event? Julia will email a sign up schedule to the board. People who need to complete community service hours may be interested. Julia suggested that going forward the organization of waste diversion day be a project based paid position (35-40 hours total), and that it not be added to the tasks of the Public Works department. The Eboard is supportive of making it a paid project, and Julia will create a proposal with the details for the next board packet. The board commended Julia for her hard work on waste diversion day. Heather suggested that it be set up to scale; for example, if the Town wanted to put on a waste diversion day 2 or even 3 times a year. Julia will include the day of workforce needed via mountain temp services in lieu of volunteers. If the proposal is approved it will transition waste diversion day to a Town event and taking it out of the Eboard’s wheel house.
STATUS UPDATE 2017 CARBONDALE ENERGY & CLIMATE ACTION PLAN
Sarah Gruen shared the 2017 climate action plan report and a draft brochure. The last plan was produced in 2006. The community came together in a series of community events to create this plan and provide feedback. The final report will go live on the web this week, and the brochure will be in print within the next few weeks. Sarah will share the online version of the report with the board in the next agenda, and the Eboard will form a subcommittee to work with CLEER on climate action plan efforts. Patrick presented Alice Laird with a mug for her commendable environmental work both with the Eboard and CLEER.

ANNUAL WORK PLANNING SESSION
The board engaged in a work planning session for 2018. The following subcommittees were established.

Waste Management & Plastic Bag Use
- Sandy, Julia, Becky, Jim, Alyssa, Jose

Weed Management Plan
- Becky, Jose, Scott

Carbondale Lighting
- Kate, Scott, Sarah, Jim, Joseph

Label Trees
- Kate, Colin, Joseph

Transportation
- Garret

Dandelion Day
- Joseph, Alyssa, Kate

Climate & Energy Action Plan
- Scott, Colin, Jim, Pat, Alyssa, Sarah

Communications/Outreach
- Pat

Colin will share the committee’s lists with the Eboard, and members are encouraged to meet and seek volunteer help prior to the next regular meeting. Sub committees are encouraged to bring action items to the next regular board meeting. Colin will be setting up a work session with the BOT.

REPORTS & UPDATES
Jose met with Dandelion Day Committee. Natalie Ray and Jose are on the committee thus far. The Friday prior to Dandelion Day they plan to have a Farmer’s Night Out as a way to share products. May 12th will be Dandelion Day. Topics:
- Back Yard Garden
- Rain Water Catch – Becky Moller
- Chicken Coop Compost
- Herbal Tinctures
ADJOURNMENT
The January 22, 2018, regular meeting adjourned at 7:54 p.m. The next regular meeting is scheduled on February 26, 2018 at 6:00 pm.

Respectfully submitted,
Angie Sprang
Board & Commissions Clerk
Becky Moller called the Carbondale Parks & Recreation Commission meeting to order at 7:04 p.m. on December 6, 2017, in the Town Hall meeting room.

ROLL CALL
The following members were present for roll call:

Members: Becky Moller, Chair
         Tracy Wilson, Vice-Chair
         Hollis Sutherland, Member
         John Williams, Member
         Ashley Allis, Member
         Kathleen Wanatowicz, Member
         Todd Chamberlin, Member

Members absent: Lana Trettin, Alternate
                Camy Britt, Alternate

Town Staff Present: Eric Brendlinger, Parks & Recreation Director
                   Jessi Rochel, Parks & Recreation Manager

Guests & Observers: None

CONSENT AGENDA
Motion Passed: Todd Chamberlin moved to approve the minutes from the Parks & Recreation Commission meeting on November 15th, 2017, John Williams seconded the motion, and it was unanimously approved.

PERSONS PRESENT NOT ON THE AGENDA
There was no one present not on the agenda who wished to address the board.

RECREATION PROGRAM REPORT - JESSI ROCHEL
Jessi provided a hiring update. Jessi will send me her notes.

2018 BUDGET PARKS & RECREATION DEPARTMENT RECREATION
Eric provided a budget update regarding trails. Eric presented the October 24th Parks 5 Year Capital Improvement Plan, which was presented to the Trustees in follow up of the Commission’s request. Some of the trails in the master plan listed as priority projects are included in the 5 Year Capital Improvement Plan.

Discussion ensued regarding the Pickle Ball Bounce to raise funds for a $50k matching GoCo grant to build pickle ball courts in Carbondale. Six to eight courts may cost $100k. Pickle ball courts may not be the highest priority with the pool initiatives and bathroom renovations. What would be a location for pickle ball courts in Carbondale? If the money is raised the project would have to be prioritized with the other priority projects. The commission will communicate with the Roaring Fork Pickle Ball Association to establish the process around GoCo grant applications, and the need to prioritize the project with the Parks & Rec Commission and the Trustees. John Williams will serve at the Liaison to the Roaring Fork Pickle Ball Association, John will attend the Gala, and return to the commission with a report. Ashley suggested that if the funds come through, we review the area the Courts are to be placed to ensure the funds are used to the fullest and fit into a master plan. John will establish rules surrounding GoCo grants and the Town’s involvement in obtaining a GoCo grant. There were sponsor’s for the Pickle Ball Bounce event, and John will inquire about the specifics of how they obtained the sponsor’s and what was told the sponsors about the Town’s involvement. Importance was made around opening communication with the Town and the Roaring Fork Pickle Ball Association. Eric will reach out with the Roaring Fork Pickle Ball Association to align goals.
SUB-COMMITTEE AQUATIC FACILITY ADVISORY COMMITTEE (SURVEY DATA COMPILATION & DRAFT COMMUNITY FORUM AGENDA CREATION)

Discussion ensued. There are presently 89 responses, and the survey will be open through mid-January. Tracy recommended survey scale clarification, and will be placed in a higher traffic area on the web site.

Discussion ensued regarding the John Fleet Pool logo, and it was recommended that the logo be updated.

The survey will go out strategically (i.e. pool members, swim lesson participants, schools, paper advertising, etc.). Discussion ensued regarding outreach opportunities. Ideas were:

- Brochures & free standing posters at local businesses
- Cards on doors in neighborhoods
- Outreach at local schools
- Social Media
- 3rd Street Center
- Utility Mailer
- Flyer at the Bus Stop

Kathleen noted it may be important to designate 1 facilitator for the Forum & designate what facility and events we want for the forum. Financial feasibility and community engagement would be the desired take away's from the forum, and a basic idea of indoor vs outdoor and the size/scale of the pool. Maintenance should be stressed. We’re not just building a pool, we’re maintaining a pool. Ashley noted that feasibility and planning grant is a priority next step. Hollis will communicate with Margaret about the posters for the forum, and the commission will plan to get out and about posting them in early February. Hollis will meet with Will Thursday at 12 noon to discuss plans. It was recommended that they open the option to take multiple surveys from the same IP address, to accommodate people using computers at the public library.

Discussion ensued regarding the forum format. There will be a power point providing pool options, and a follow up survey for attendees to hand in prior to leaving. They may have stations set up like they did for the master plan forum. Kathleen suggested that we gauge public support with two or three financing options, indoor/outdoor options; on a scale of 1 to 10 how bad do you want this pool. Staff will compile open comment survey data for the next commission meeting. Todd mentioned reaching out to the Creative District. There will be a forum subcommittee to work on the forum plans and newspaper article. Kathleen will be responsible for the forum plans, and will email the commission to set up the subcommittee meetings. Ashley will help with production. Hollis is happy to be involved as well.

REPORT & UPDATES: STAFF & COMMISSION MEMBERS

Eric reported that “Save Red Hill” will be fundraising on the 15th. They are raising money for a maintenance endowment. There’s also an event at Marble Distillery on the 11th for fundraising also. The Town may be creating an Entertainment District. That would involve blocking off a portion of Main Street and allowing cups to travel throughout this “district.” The cup however would have to be disposable per State Law, and this may create a challenge or even kill the idea altogether. The proposed Entertainment District would involve the closure of Main Street from Wendt to Snowmass Drive. It is unclear as to whether the Entertainment District will be created or not.

Eric will email the commission information regarding potential 100+ private special events for rental of our parks. The commission will provide feedback. This is in effort to create paperwork that would properly contract these rentals. Tracy suggested promoting the rental spaces. Kathleen recommended keeping the capacity appropriate for the location space and capacity. Becky suggested choosing parks that aren’t used much for these larger events and ensure the parking will accommodate the events.

Shop local is on hold as the focus is on the pool initiatives now. Stickers are out there for the shop local campaign. Eboard is looking to expand the plastic bag ban.

ADJOURNMENT
The January 10, 2017, regular meeting adjourned at 9:18 pm. The next regularly scheduled meeting is set for February 14, 2017 at 7:00 pm.
Respectfully submitted,
Angie Sprang
Board & Commissions Clerk
MINUTES
CARBONDALE PUBLIC ARTS COMMISSION
February 7, 2018

CALL TO ORDER
Sarah Moore called the Carbondale Public Arts Commission to order at 4:30 pm, on February 7, 2018.

ROLL CALL
The following members were present for roll call:

CPAC Members:  Ann Harris, Member
                Carol Klein, Member
                Monique Vidal, Member
                Sandy Smith, Member
                Sarah Moore, Chair
                Sondie Reiff, Member
                Susan Johnson, Member

Town Staff Present:  Laurie Lindberg, Town Staff Liaison
                    Marty Silverstein, BOT Liaison
                    Luis Yllanes, BOT Member

CONSENT AGENDA
Motion Passed: Carol Klein moved to approve the minutes from January 3, 2018. Sondie Reiff seconded the motion, and it was unanimously approved.

PERSONS PRESENT NOT ON THE AGENDA
There was no one present not on the agenda who wished to address the board.

CAFÉ REVIEW
Sarah provided a CAFÉ update. There were 54 submissions. Sarah will send out the first two online voting sessions with the third being held at the CMC computer lab. Mike Taylor, Public Works installer, is to be invited to the last jury.

MARKETING UPDATE
The need for a marketing person was discussed. Monique will contact her marketing design person about possible interest in assisting CPAC.

OTOCAST UPDATE
An update was given about the lack of current information on the Otocast app. Sarah Moore will contact Eric Feinstein and ask for an update on schedule.

RECEPTION FOR AAT
Sarah discussed the Smithy as an option for the reception but not sure CPAC has the budget funds available for their proposed price. Sarah will follow-up with other options.

PLAQUES FOR AAT
Marty will contact vendors about the possibility of obtaining plaques for the new AAT.

ADJOURNMENT
The February 7, 2018, regular meeting adjourned at 5:30 pm. The next regular meeting is on March 7, 2018, at 4:30 pm.

Respectfully Submitted,
Laurie Lindberg
CPAC Town Staff Liaison
Town of Carbondale,

Thank you for your generous donation to LIFT-UP. Our neighbors in need appreciate the help we are able to give them with the donation you contributed. It is the mark of a community that works together to provide for those in need. Thank you for your continued support.

Thank you!
The LIFT-UP team