

**CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
SEPTEMBER 24, 2019**

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

<u>TIME*</u>		<u>ITEM</u>	<u>DESIRED OUTCOME</u>
6:00	1.	Roll Call	
6:00	2.	Consent Agenda a. Accounts Payable b. BOT 9-10-2019 Regular Meeting Minutes c. Liquor License Renewal – City Market d. Retail and Medical Marijuana Manufactured Infused Product Transfer of Ownership Amongst Owners – Sopris Lab e. Recommendation for Appointment – Parks & Recreation Commission	ATTACHMENT A ATTACHMENT B ATTACHMENT C ATTACHMENT D ATTACHMENT E BOT Action Desired
6:05	3.	Persons Present Not On The Agenda	
6:10	4.	Trustee Comments	
6:20	5.	Attorney’s Comments	
6:25	6.	<u>Public Hearing</u> – Transfer of Liquor License – Patina Grille Applicant: Jessica Hale Location: Highway 133 Space G & H	ATTACHMENT F BOT Action Desired
6:35	7.	Resolution No. 11, Series of 2019 – Opposing Glenwood Mine Expansion and Supporting Local Legislation	ATTACHMENT G BOT Action Desired
6:50	8.	Renaming 2nd Monday in October as Indigenous People Day	ATTACHMENT H BOT Action Desired
7:05	9.	Extra-Territorial Water Service Agreement - Four Bar Ranch	ATTACHMENT I BOT Action Desired
7:30	10.	Discussion on Solar PPA Buy-Out	ATTACHMENT J Discussion
7:50	11.	Naming of New Pickleball Courts	ATTACHMENT K BOT Action Desired

8:05	12.	Review Budget Process; Revised Revenue Projections; Year-to-Date Financials	ATTACHMENT L Discussion
9:00	13.	Administrative Reports/Minutes a. Parks and Recreation Commission 8/14/19 Minutes b. Bike/Pedestrian/Trails Commission 6/3/19 Minutes c. Carbondale Public Arts Commission 6/26/19 Minutes	ATTACHMENT M Information Only
9:00	14.	Adjourn	

*** Please note: times are approximate**



Board of Trustees Agenda Memorandum

Item No: Attachment A

Meeting Date: 09.24.2019

TITLE: Accounts Payable

SUBMITTING DEPARTMENT: Finance

ATTACHMENTS: Accounts Payable for 09.24.2019

DISCUSSION: The accounts payable include \$2,776.50 to iDesign for new downtown banners. A payment of \$14,322.64 to Screamin Eagle Trucking for the pickleball court excavation is included. The construction costs of the court will be reimbursed by the Roaring Fork Pickleball Association.

The payroll for 9.6.19 was \$159,169.56. Tax liability for the town was \$9,443.15. Pension and Retirement liability was \$9,895.49.

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

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Vendor	Vendor Name	GL Acct No	Description	Invoice No	PO No	Invoice Date	Amount
01-2177	GARNISHMENTS PAYABLE						
19540	FAMILY SUPPORT REGISTRY	GARNISHMENT-#14881544		09062019 R	13031	09/06/2019	227.07
Total 01-2177:							227.07
01-4210-8000	FEDERAL GRANT EXPENSE						
54500	VERIZON WIRELESS	CELL PHONE CHARGES TRIDE		9836167391	66601	09/06/2019	40.01
Total 01-4210-8000:							40.01
01-4215-3450	TELEPHONE COSTS						
54500	VERIZON WIRELESS	CELL PHONE CHARGES GEN		9836167391	66601	09/06/2019	899.40
01-4215-3450	TELEPHONE COSTS						
54500	VERIZON WIRELESS	CELL PHONE CHARGES GEN		9836167391	66601	09/06/2019	3.00
Total 01-4215-3450:							902.40
01-4310-3410	UTILITIES						
25760	HOLY CROSS ENERGY	HWY 133 & VILLAGE LANE ST LI	8/27/19	13013		08/27/2019	46.94
01-4310-3410	UTILITIES						
25760	HOLY CROSS ENERGY	COWEN PUMP STATION	8/27/19	13013		08/27/2019	103.47
01-4310-3410	UTILITIES						
25760	HOLY CROSS ENERGY	101 HWY 133 IRR. PUMP SKID	8/27/19	13013		08/27/2019	205.10
01-4310-3410	UTILITIES						
25760	HOLY CROSS ENERGY	ST LIGHTS	8/20/19	13006		08/20/2019	519.50
01-4310-3410	UTILITIES						
57760	XCEL ENERGY	STREET LIGHTS	9/3/19	13027		09/03/2019	4,611.69
Total 01-4310-3410:							5,486.70
01-4520-3410	UTILITIES						
25760	HOLY CROSS ENERGY	WEAVER CEMETERY	8/27/19	13013		08/27/2019	104.41
01-4520-3410	UTILITIES						
25760	HOLY CROSS ENERGY	GIANINETTI RESTROOM LIGHT	8/27/19	13013		08/27/2019	38.78
01-4520-3410	UTILITIES						
25760	HOLY CROSS ENERGY	CO MDW PARK TIMER	8/20/19	13006		08/20/2019	6.00
Total 01-4520-3410:							149.19
01-4525-3410	RV PARK UTILITIES						
25760	HOLY CROSS ENERGY	RV PARK	8/20/19	13006		08/20/2019	1,116.09
01-4525-3410	RV PARK UTILITIES						
54500	VERIZON WIRELESS	CELL PHONE RV PARK		9836167391	66601	09/06/2019	17.75
Total 01-4525-3410:							1,133.84
31-4335-3410	UTILITIES						
25760	HOLY CROSS ENERGY	SEWER PLANT	8/20/19	13006		08/20/2019	3,884.92
31-4335-3410	UTILITIES						
25760	HOLY CROSS ENERGY	UTIL ADMIN 1/2	8/20/19	13006		08/20/2019	116.95
31-4335-3410	UTILITIES						
54500	VERIZON WIRELESS	CELL PHONE CHARGES WW		9836136760	94300	08/15/2019	367.19
Total 31-4335-3410:							4,369.06
41-4336-3410	UTILITIES						
23400	GRANITE COMMUNICATIONS	NC WTP		464413911	13028	09/01/2019	76.73

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41-4336-3410	UTILITIES					
25760	HOLY CROSS ENERGY	NC PLANT	8/27/19	13013	08/27/2019	890.46
41-4336-3410	UTILITIES					
25760	HOLY CROSS ENERGY	UTIL ADMIN 1/2	8/20/19	13006	08/20/2019	116.95
41-4336-3410	UTILITIES					
54500	VERIZON WIRELESS	CELL PHONE CHARGES W	9836136760	94300	08/15/2019	367.19
Total 41-4336-3410:						1,451.33
75-4500-3450	UTILITIES					
54500	VERIZON WIRELESS	CELL PHONE CHARGES REC	9836167391	66601	09/06/2019	36.18
Total 75-4500-3450:						36.18
Grand Totals:						13,795.78

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Vendor	Vendor Name	Description	Invoice No	PO No	Invoice Date	Amount
00-1017 UTILITY CASH CLEARING ACCOUNT						
15825	DSTN VENTURES LLC	UTILITY REFUND ACCOUNT #10	1005541	15825	09/12/2019	72.50
00-1017 UTILITY CASH CLEARING ACCOUNT						
92237	FOULKROD, JOHN	UTILITY REFUND ACCOUNT #20	205603	94336	09/17/2019	78.19
00-1017 UTILITY CASH CLEARING ACCOUNT						
73025	SCHROYER, SAMUEL & KAREN	UTILITY REFUND ACCOUNT #20	208325	94323	09/12/2019	48.55
Total 00-1017:						199.24
01-1015 PETTY CASH - RECREATION						
39460	PETTY CASH	POTATO DAY 2019 OFFSITE BA	9/17/19	1018054	09/17/2019	200.00
Total 01-1015:						200.00
01-2201 DEPOSITS HELD						
22025	GERUM, SHAWN	REFUND OF DAMAGE DEPOSIT	1158760	13044	08/28/2019	100.00
01-2201 DEPOSITS HELD						
92449	HARRINGTON, TOM	FACILITY RENTAL 2019 REFUN	1156606	1018061	05/30/2019	300.00
01-2201 DEPOSITS HELD						
24850	HELMS, KELLY	REFUND OF DAMAGE DEPOSIT	1158921	13054	09/05/2019	100.00
01-2201 DEPOSITS HELD						
34700	MILLS, LINDSAY	REFUND OF DAMAGE DEPOSIT	1158785	13056	08/29/2019	100.00
01-2201 DEPOSITS HELD						
39845	NICKAMIN, ANNE	REFUND OF DAMAGE DEPOSIT	1158735	13043	08/27/2019	100.00
01-2201 DEPOSITS HELD						
71210	PEREZ, ANA	REFUND OF DAMAGE DEPOSIT	1158904	13063	09/04/2019	100.00
01-2201 DEPOSITS HELD						
45815	SANCHEZ, SERGIO	REFUND OF DAMAGE DEPOSIT	1158671	13042	08/26/2019	100.00
01-2201 DEPOSITS HELD						
49370	STOUT, MICHAEL	REFUND OF DAMAGE DEPOSIT	1158123	13055	07/31/2019	100.00
01-2201 DEPOSITS HELD						
56980	WILDERNESS WORKSHOP	PARK RENTAL SPECIAL EVENT	1157416	1018060	07/02/2019	200.00
Total 01-2201:						1,200.00
01-32-14 SALES TAX LICENSES						
7830	BOMBSHELL SALON OF CARBO	REFUND OF DOUBLE PAYMENT	002724	13036	09/03/2019	25.00
Total 01-32-14:						25.00
01-36-22 RV PARK FEES						
38900	BAQUE, STEVEN	REFUND FOR RV PARK CANCE	WRS-A-YM5B	1018040	09/17/2019	30.00
01-36-22 RV PARK FEES						
38900	BROWN, BRAD	REFUND FOR RV PARK CANCE	WRS-A-QKS	1018039	09/17/2019	50.00
01-36-22 RV PARK FEES						
38899	DIEHL, GREG	REFUND FOR RV PARK CANCE	WRS-A-V2BR	1018041	09/17/2019	50.00
01-36-22 RV PARK FEES						
38899	KLEIN, RICHARD	REFUND FOR RV PARK CANCE	WRS-A-AXIP	1018044	09/17/2019	160.00
01-36-22 RV PARK FEES						
92864	MURPHY, WADE	REFUND FOR RV PARK CANCE	WRS-A-C7VB	1018045	09/17/2019	92.00
01-36-22 RV PARK FEES						
38899	PHANTHONGPHAY, BRIAN	REFUND FOR RV PARK CANCE	WRS-A-A17N	1018042	09/17/2019	70.00
01-36-22 RV PARK FEES						
38899	SCHAEFER, MATTHEW	REFUND FOR RV PARK CANCE	WRS-A-72GI4	1018043	09/17/2019	20.00
Total 01-36-22:						472.00

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01-36-42 REFUND OF EXPENDITURES						
52880	UMB BANK	REIMBURSABLE TRANSACTIONS	9/2/19	13071	09/02/2019	850.71
Total 01-36-42:						850.71
01-36-84 PARKS/GAZEBO USER FEES						
71210	PEREZ, ANA	REIMBURSE - EVENT CANCELL	1158904	13063	09/04/2019	30.00
Total 01-36-84:						30.00
01-4111-2401 BROADCAST SERVICES						
76403	AUDIO VIDEO EXPERTS	BROADCAST TIME FOR Q4 - 20	6319 6282	13060	09/16/2019	2,709.00
Total 01-4111-2401:						2,709.00
01-4121-3980 CONTRACT LABOR						
28280	JOHN COLLINS PC	JUDGE'S CONTRACT	9/12/19	13048	09/12/2019	1,605.63
Total 01-4121-3980:						1,605.63
01-4150-1420 WORKER'S COMPENSATION						
39680	PINNACOL ASSURANCE	WORKER'S COMP INSTALLMEN	19696232	13035	09/03/2019	10,368.00
Total 01-4150-1420:						10,368.00
01-4150-1421 WORKERS COMP DEDUCTIBLE						
39680	PINNACOL ASSURANCE	DEDUCTIBLE	19696232	13035	09/03/2019	395.52
Total 01-4150-1421:						395.52
01-4150-3300 DUES AND MEMBERSHIPS						
18940	EMPLOYERS COUNCIL SERVIC	TRAINING	0000309447	13049	09/09/2019	365.00
Total 01-4150-3300:						365.00
01-4150-3311 RECRUITING EXPENSES						
52880	UMB BANK	ADS FOR HELP WANTED WITH	9/2/19	13071	09/02/2019	1,077.60
Total 01-4150-3311:						1,077.60
01-4150-5310 OFFICE EQUIPMENT RENTAL						
57780	XEROX CORPORATION	COPIER LEASE TOWN HALL	097987418	13034	09/01/2019	477.55
Total 01-4150-5310:						477.55
01-4191-3560 SOFTWARE SERVICES						
37970	ONLINE SOLUTIONS LLC	ANNUAL BILL - 5 CITIZENSERV	3425	13037	09/01/2019	2,700.00
Total 01-4191-3560:						2,700.00
01-4191-3571 DEVELOPER REIMBURSABLE						
21400	GARFIELD COUNTY CLERK	150 Euclid	00106701	13058	09/13/2019	18.00
01-4191-3571 DEVELOPER REIMBURSABLE						
21400	GARFIELD COUNTY CLERK	Village Lane North - Crawford	00106701	13058	09/13/2019	262.00
Total 01-4191-3571:						280.00

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01-4192-3560	SOFTWARE SERVICES					
10460	CASELLE INC	MONTHLY SOFTWARE SUPPOR	97139	13029	09/01/2019	783.33
01-4192-3560	SOFTWARE SERVICES					
52880	UMB BANK	EMAIL EXCHANGE & ADOBE SO	9/2/19	13071	09/02/2019	1,401.97
Total 01-4192-3560:						2,185.30
01-4192-3630	COMPUTER MAINTENANCE					
69800	MITCHELL AND COMPANY	General Computer Support	120257	13061	09/15/2019	1,445.00
01-4192-3630	COMPUTER MAINTENANCE					
69800	MITCHELL AND COMPANY	SOFTWARE SERVICES	119816	13033	08/09/2019	3,960.00
01-4192-3630	COMPUTER MAINTENANCE					
69800	MITCHELL AND COMPANY	General Computer Support	120165	13053	09/13/2019	1,040.00
Total 01-4192-3630:						6,445.00
01-4194-2290	GENERAL SUPPLIES					
52880	UMB BANK	ANT BLOCK & HAND SOAP	9/2/19	13071	09/02/2019	27.96
01-4194-2290	GENERAL SUPPLIES					
56350	WESTERN PAPER DISTRIBUTO	FACIAL TISSUE, LINERS, TOWE	3491049	13067	09/17/2019	493.73
Total 01-4194-2290:						521.69
01-4194-3410	UTILITIES					
71380	PIVOT ENERGY	TOWN HALL	22A5ACC1	13068	06/01/2019	1,241.53
01-4194-3410	UTILITIES					
71380	PIVOT ENERGY	520 S 3RD ST	22A5ACC1	13068	06/01/2019	376.24
01-4194-3410	UTILITIES					
71380	PIVOT ENERGY	TOWN HALL	AB2BEEB6	13069	07/01/2019	1,258.49
01-4194-3410	UTILITIES					
71380	PIVOT ENERGY	520 S 3RD ST	AB2BEEB6	13069	07/01/2019	381.38
01-4194-3410	UTILITIES					
71380	PIVOT ENERGY	TOWN HALL	90A68FCE	13070	08/01/2019	1,188.23
01-4194-3410	UTILITIES					
71380	PIVOT ENERGY	520 S 3RD ST	90A68FCE	13070	08/01/2019	360.09
Total 01-4194-3410:						4,805.96
01-4194-3631	MAINTENANCE CONTRACT					
13100	COLORADO HVAC INC	4 MONTH FILTER CHARGE	8020	13057	09/13/2019	348.30
Total 01-4194-3631:						348.30
01-4194-3660	BLDG MAINTENANCE EXPENSE					
45160	ROTO ROOTER PLUMBING	REPAIR LEAKING TOILET	414099	13062	09/11/2019	176.00
Total 01-4194-3660:						176.00
01-4194-3662	BLDG MAINT - THOMPSON HOUSE					
42760	REID ARCHITECTS INC	HOLLAND THOMPSON HOUSE	# HTH2-01	13041	09/10/2019	5,313.85
Total 01-4194-3662:						5,313.85
01-4194-9200	BUILDING IMPROVEMENTS					
92334	ONE SOURCE LIGHTING	ELECTRICAL WORK PERFORM	EST 16724	13046	09/12/2019	1,328.84

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Total 01-4194-9200:						1,328.84
01-4195-2290 GENERAL SUPPLIES						
52880	UMB BANK	STENCILS & TAPE	9/2/19	13071	09/02/2019	10.07
Total 01-4195-2290:						10.07
01-4195-2310 ADMINISTRATION FUEL						
53840	VALERO MARKETING AND SUP	ADMIN FUEL	9/9/19	66611	09/09/2019	32.25
Total 01-4195-2310:						32.25
01-4195-2311 POLICE FUEL						
52880	UMB BANK	FUEL	9/2/19	13071	09/02/2019	294.32
53840	VALERO MARKETING AND SUP	POLICE FUEL	9/9/19	66611	09/09/2019	962.88
Total 01-4195-2311:						1,257.20
01-4195-2312 ORDINANCE FUEL						
53840	VALERO MARKETING AND SUP	ORDINANCE FUEL	9/9/19	66611	09/09/2019	124.23
Total 01-4195-2312:						124.23
01-4195-2321 POLICE MAINTENANCE						
52880	UMB BANK	2008 CHEVY TAHOE TIRE PRES	9/2/19	13071	09/02/2019	696.58
Total 01-4195-2321:						696.58
01-4195-2324 STREETS MAINTENANCE						
74540	TRANSWEST TRUCK TRAILER	2014 KENWORTH DUMP REPAI	400S441072	25243	09/11/2019	1,584.46
74540	TRANSWEST TRUCK TRAILER	2019 FREIGHTLINER DOT INSP	S441045 46	25242	08/29/2019	883.50
74540	TRANSWEST TRUCK TRAILER	2015 KENWORTH DUMP DOT IN	S441045 46	25242	08/29/2019	165.00
74540	TRANSWEST TRUCK TRAILER	2000 CHEVY 5 YD DUMP DOT I	S441045 46	25242	08/29/2019	165.00
74540	TRANSWEST TRUCK TRAILER	2004 FORD F750 WATER TRUC	S441045 46	25242	08/29/2019	165.00
52880	UMB BANK	2014 KENWORTH DUMP REAR	9/2/19	13071	09/02/2019	316.70
Total 01-4195-2324:						3,279.66
01-4195-2325 PARKS MAINTENANCE						
26211	HEUTON TIRE COMPANY INC	2018 CHEVY COLORADO TIRES	146967 146	25241	08/19/2019	94.81
52880	UMB BANK	2007 JD 1600 MOWER THERMO	9/2/19	13071	09/02/2019	225.76
Total 01-4195-2325:						320.57
01-4195-3630 PARKS PORT. EQUIPMENT MAINTENA						
52880	UMB BANK	MOWER BLADES FOR PUSH M	9/2/19	13071	09/02/2019	52.61
Total 01-4195-3630:						52.61

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01-4210-2100	POSTAGE					
52880	UMB BANK	POSTAGE	9/2/19	13071	09/02/2019	25.03
Total 01-4210-2100:						25.03
01-4210-2110	OFFICE SUPPLIES					
52880	UMB BANK	INK CARTRIDGES	9/2/19	13071	09/02/2019	242.37
01-4210-2110	OFFICE SUPPLIES					
57780	XEROX CORPORATION	COPIER LEASE POLICE	097987419	66609	09/01/2019	130.69
Total 01-4210-2110:						373.06
01-4210-2290	GENERAL SUPPLIES					
52880	UMB BANK	COMPUTER BAG LIGHT BULBS	9/2/19	13071	09/02/2019	151.34
Total 01-4210-2290:						151.34
01-4210-2291	INVESTIGATION EXPENSE					
52880	UMB BANK	INVESTIGATIVE TOOL	9/2/19	13071	09/02/2019	200.00
Total 01-4210-2291:						200.00
01-4210-2292	CLOTHING ALLOWANCE					
1920	ADAMSON POLICE PRODUCTS	UNIFORM	INV309478	66608	08/30/2019	128.00
01-4210-2292	CLOTHING ALLOWANCE					
52880	UMB BANK	CLOTHING & SHOES	9/2/19	13071	09/02/2019	73.60
Total 01-4210-2292:						201.60
01-4210-3630	EQUIP MAINT AND REPAIR					
40960	PROFORCE LAW ENFORCEME	TASER BATTERIES	386759	66603	09/06/2019	325.00
Total 01-4210-3630:						325.00
01-4210-3700	TRAVEL AND CONFERENCE					
52880	UMB BANK	TRAINING LODGING, FOOD, DR	9/2/19	13071	09/02/2019	283.05
Total 01-4210-3700:						283.05
01-4210-3980	OTHER SERVICES					
11120	CHEMATOX LABORATORY INC	BLOOD ALCOHOL TEST AND D	30356	66605	08/31/2019	296.00
01-4210-3980	OTHER SERVICES					
52880	UMB BANK	NARCAN	9/2/19	13071	09/02/2019	1,300.00
Total 01-4210-3980:						1,596.00
01-4210-8000	FEDERAL GRANT EXPENSE					
52880	UMB BANK	TRIDENT WEBSITE MAINTENAN	9/2/19	13071	09/02/2019	534.00
Total 01-4210-8000:						534.00
01-4210-9410	POLICE EQUIPMENT					
52880	UMB BANK	SOUND METERS	9/2/19	13071	09/02/2019	824.50
Total 01-4210-9410:						824.50

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01-4215-3450	TELEPHONE COSTS					
9680	CARBONDALE & RURAL FIRE D	CELL & DATA SERVICE	AUGUST 201	66606	07/02/2019	64.35
01-4215-3450	TELEPHONE COSTS					
52880	UMB BANK	VEHICLE EMERGENCY CELL S	9/2/19	13071	09/02/2019	18.41
Total 01-4215-3450:						82.76
01-4242-2110	OFFICE SUPPLIES					
52880	UMB BANK	TONER & INSPECTION PAPER	9/2/19	13071	09/02/2019	96.90
Total 01-4242-2110:						96.90
01-4242-2250	SAFETY EQUIPMENT					
52880	UMB BANK	HARD HAT & ORANGE VEST	9/2/19	13071	09/02/2019	22.84
Total 01-4242-2250:						22.84
01-4242-3560	SOFTWARE SERVICES					
37970	ONLINE SOLUTIONS LLC	ANNUAL BILL - 5 CITIZENSERV	3425	13037	09/01/2019	2,700.00
Total 01-4242-3560:						2,700.00
01-4242-3820	BOOKS					
52880	UMB BANK	CODE BOOKS	9/2/19	13071	09/02/2019	150.50
Total 01-4242-3820:						150.50
01-4298-2290	GENERAL SUPPLIES					
52880	UMB BANK	OFFICE/VEHICLE SUPPLIES	9/2/19	13071	09/02/2019	51.91
Total 01-4298-2290:						51.91
01-4298-2292	CLOTHING ALLOWANCE					
21180	GALLS AN ARAMARK CO LLC	UNIFORM CLOTHES	013598390	66610	08/31/2019	43.25
01-4298-2292	CLOTHING ALLOWANCE					
52880	UMB BANK	TAX REFUND -GLOBALINDUST	9/2/19	13071	09/02/2019	19.15-
Total 01-4298-2292:						24.10
01-4298-3700	TRAINING					
92880	TERRAZAS, JESUS	PER DIEM	9/5/19	66607	09/05/2019	160.00
Total 01-4298-3700:						160.00
01-4310-2250	SAFETY EQUIPMENT					
52880	UMB BANK	GLOVES, BOOTS, SAFETY GLA	9/2/19	13071	09/02/2019	282.77
Total 01-4310-2250:						282.77
01-4310-2290	GENERAL SUPPLIES					
52880	UMB BANK	WATER WAND, BUNGEE FOR B	9/2/19	13071	09/02/2019	68.47
Total 01-4310-2290:						68.47
01-4310-3410	UTILITIES					
76165	CARBONDALE SOLAR LLC	SOLAR ELECTRICITY DELIVER	69	13052	09/13/2019	296.09

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01-4310-3410 UTILITIES						
71380 PIVOT ENERGY		DOWNTOWN SIGN	22A5ACC1	13068	06/01/2019	229.98
01-4310-3410 UTILITIES						
71380 PIVOT ENERGY		449 WEANT	22A5ACC1	13068	06/01/2019	155.71
01-4310-3410 UTILITIES						
71380 PIVOT ENERGY		STREET LIGHTS	22A5ACC1	13068	06/01/2019	28.79
01-4310-3410 UTILITIES						
71380 PIVOT ENERGY		410 MAIN ST PLAZA	22A5ACC1	13068	06/01/2019	189.04
01-4310-3410 UTILITIES						
71380 PIVOT ENERGY		DOWNTOWN SIGN	AB2BEEB6	13069	07/01/2019	233.12
01-4310-3410 UTILITIES						
71380 PIVOT ENERGY		449 WEANT	AB2BEEB6	13069	07/01/2019	157.84
01-4310-3410 UTILITIES						
71380 PIVOT ENERGY		STREET LIGHTS	AB2BEEB6	13069	07/01/2019	29.19
01-4310-3410 UTILITIES						
71380 PIVOT ENERGY		410 MAIN ST PLAZA	AB2BEEB6	13069	07/01/2019	191.63
01-4310-3410 UTILITIES						
71380 PIVOT ENERGY		DOWNTOWN SIGN	90A68FCE	13070	08/01/2019	220.10
01-4310-3410 UTILITIES						
71380 PIVOT ENERGY		449 WEANT	90A68FCE	13070	08/01/2019	149.03
01-4310-3410 UTILITIES						
71380 PIVOT ENERGY		STREET LIGHTS	90A68FCE	13070	08/01/2019	27.56
01-4310-3410 UTILITIES						
71380 PIVOT ENERGY		410 MAIN ST PLAZA	90A68FCE	13070	08/01/2019	180.93
Total 01-4310-3410:						2,089.01
01-4310-3581 LANDFILLING FEES						
76116 OLDCASTLE SW GROUP INC.		DUMP ROAD BASE	1308073	25244	08/08/2019	100.00
Total 01-4310-3581:						100.00
01-4310-3680 DOWNTOWN ENHANCEMENTS						
26610 IDESIGN INC ATTN: AMY WIGG		BANNERS FOR MAIN ST.	6705	25239	08/19/2019	2,776.50
Total 01-4310-3680:						2,776.50
01-4310-3682 STREET LIGHT MAINTENANCE						
52880 UMB BANK		ST LIGHT FILTER SHEETS	9/2/19	13071	09/02/2019	71.76
Total 01-4310-3682:						71.76
01-4310-3683 STREET MAINTENANCE						
52880 UMB BANK		RATCHET SET	9/2/19	13071	09/02/2019	123.70
Total 01-4310-3683:						123.70
01-4310-3684 SIDEWALK MAINTENANCE						
52880 UMB BANK		STREET GRATE ON SIDEWALK	9/2/19	13071	09/02/2019	75.20
Total 01-4310-3684:						75.20
01-4310-3982 TEMP SERVICES						
35460 MOUNTAIN TEMP SERVICES LL		TEMP LABOR	502381	25237	08/29/2019	180.00
Total 01-4310-3982:						180.00

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01-4310-7262	PUBLIC ARTS PROGRAM					
52880	UMB BANK	SURVEY MONKEY	9/2/19	13071	09/02/2019	186.00
Total 01-4310-7262:						186.00
01-4310-9410	TOOLS AND EQUIPMENT					
52880	UMB BANK	TREE PRUNERS	9/2/19	13071	09/02/2019	125.31
Total 01-4310-9410:						125.31
01-4318-2252	SAFETY COMMITTEE					
20290	FLY NUTRITION	SAFETY MEETING PRESENTATI	000077	25240	09/05/2019	60.00
Total 01-4318-2252:						60.00
01-4318-2290	GENERAL SUPPLIES					
52880	UMB BANK	IRRIGATION BOOTS	9/2/19	13071	09/02/2019	112.41
Total 01-4318-2290:						112.41
01-4318-3400	Rental Property Expense					
10620	C'DALE LLC	LEASE LOT B	9/12/19	13047	09/12/2019	450.00
Total 01-4318-3400:						450.00
01-4318-3560	SOFTWARE SERVICES					
37970	ONLINE SOLUTIONS LLC	ANNUAL BILL - 5 CITIZENSERV	3425	13037	09/01/2019	1,800.00
01-4318-3560	SOFTWARE SERVICES					
52880	UMB BANK	SURVEY MONKEY	9/2/19	13071	09/02/2019	186.00
Total 01-4318-3560:						1,986.00
01-4318-3660	BLDG MAINTENANCE EXPENSE					
35420	MOUNTAIN WASTE & RECYCLI	PUBLIC WORKS YARD	1963035	25238	09/01/2019	1,528.49
Total 01-4318-3660:						1,528.49
01-4318-9420	COMPUTER EQUIP/SOFTWARE					
52880	UMB BANK	AUTOCAD	9/2/19	13071	09/02/2019	400.00
Total 01-4318-9420:						400.00
01-4500-2244	PROGRAM SUPPLIES					
52880	UMB BANK	BACKPACKING TRIP SUPPLIES	9/2/19	13071	09/02/2019	1,100.62
Total 01-4500-2244:						1,100.62
01-4500-2250	SAFETY EQUIPMENT					
52880	UMB BANK	SAFETY GLASSES & RESPIRAT	9/2/19	13071	09/02/2019	25.98
Total 01-4500-2250:						25.98
01-4500-3300	DUES AND MEMBERSHIPS					
37380	NRPA	NRPA MEMBERSHIP DUES 2020	9/17/19	1018063	09/17/2019	675.00
Total 01-4500-3300:						675.00

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01-4500-3410 UTILITIES						
71380 PIVOT ENERGY		NF BALLFIELDS	22A5ACC1	13068	06/01/2019	349.75
01-4500-3410 UTILITIES						
71380 PIVOT ENERGY		NORTHFACE	22A5ACC1	13068	06/01/2019	50.32
01-4500-3410 UTILITIES						
71380 PIVOT ENERGY		HNF BALLFIELDS	AB2BEEB6	13069	07/01/2019	354.53
01-4500-3410 UTILITIES						
71380 PIVOT ENERGY		NORTHFACE	AB2BEEB6	13069	07/01/2019	51.01
01-4500-3410 UTILITIES						
71380 PIVOT ENERGY		NF BALLFIELDS	90A68FCE	13070	08/01/2019	334.73
01-4500-3410 UTILITIES						
71380 PIVOT ENERGY		NORTHFACE	90A68FCE	13070	08/01/2019	48.16
Total 01-4500-3410:						1,188.50
01-4500-3460 TOILET RENTAL						
35420 MOUNTAIN WASTE & RECYCLI		DEMETER'S GARDEN ACCT 160	1964599	1018056	09/01/2019	95.00
Total 01-4500-3460:						95.00
01-4500-3630 EQUIP MAINT AND REPAIR						
52880 UMB BANK		SOLDERING IRON, CAULK & 6	9/2/19	13071	09/02/2019	85.52
Total 01-4500-3630:						85.52
01-4500-3650 SKATEBOARD MAINTENANCE						
38900 TOP PAINTING LLC		SKATE PARK REPAIR WORK	9/17/19	1018059	09/17/2019	1,485.00
01-4500-3650 SKATEBOARD MAINTENANCE						
52880 UMB BANK		SKATE PARK PAINT, ROLLER, W	9/2/19	13071	09/02/2019	133.38
Total 01-4500-3650:						1,618.38
01-4500-3651 RIDING ARENA MAINTENANCE						
5940 B & R SEPTIC SERVICE INC		PUMP SEPTIC AT RODEO INVOI	18402	1018057	07/29/2019	510.00
Total 01-4500-3651:						510.00
01-4500-3652 BBALL/SOCCER FIELD MAINTENANCE						
52880 UMB BANK		BASEBALL POLARIS SHED TRE	9/2/19	13071	09/02/2019	653.57
Total 01-4500-3652:						653.57
01-4500-3655 BIKE PARK MAINTENANCE						
52880 UMB BANK		STAIN BIKE PARK PERGOLA	9/2/19	13071	09/02/2019	218.93
Total 01-4500-3655:						218.93
01-4500-3982 TEMP SERVICES						
35460 MOUNTAIN TEMP SERVICES LL		REC FACILITIES WEEDING INV	382 836 401	1018062	09/12/2019	292.50
01-4500-3982 TEMP SERVICES						
35460 MOUNTAIN TEMP SERVICES LL		RODEO CLEANUP INVOICE #50	382 836 401	1018062	09/12/2019	135.00
01-4500-3982 TEMP SERVICES						
35460 MOUNTAIN TEMP SERVICES LL		REC FACILITIES WEEDING INV	382 836 401	1018062	09/12/2019	506.25
Total 01-4500-3982:						933.75

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01-4500-8000 SELF FUNDED SPECIAL EVENTS							
92868	ROARING FIREWOOD		WOOD FOR POTATO DAY	9/17/19	1018048	09/17/2019	1,465.00
01-4500-8000 SELF FUNDED SPECIAL EVENTS							
52880	UMB BANK		TABLES FOR OUR TOWN ONE T	9/2/19	13071	09/02/2019	728.90
Total 01-4500-8000:							2,193.90
01-4500-9411 RECREATION FACILITIES							
38900	SCREAMIN EAGLE TRUCKING		PICKLEBALL COURT EXCAVATI	089091-2	1018065	09/13/2019	14,322.64
Total 01-4500-9411:							14,322.64
01-4520-2250 SAFETY EQUIPMENT							
52880	UMB BANK		EAR PLUGS	9/2/19	13071	09/02/2019	46.00
Total 01-4520-2250:							46.00
01-4520-2292 CLOTHING ALLOWANCE							
52880	UMB BANK		PANTS	9/2/19	13071	09/02/2019	33.28
Total 01-4520-2292:							33.28
01-4520-2380 SPRINKLER SYSTEM MAINTENANCE							
52880	UMB BANK		NORTH FACE IRRIGATION MOV	9/2/19	13071	09/02/2019	1,149.66
Total 01-4520-2380:							1,149.66
01-4520-2440 PARK MAINTENANCE SUPPLIES							
52880	UMB BANK		CLEANING SOPRIS BATHROOM	9/2/19	13071	09/02/2019	22.99
01-4520-2440 PARK MAINTENANCE SUPPLIES							
56350	WESTERN PAPER DISTRIBUTO		PARKS CUSTODIAL SUPPLIES I	78665 84143	1018055	09/16/2019	230.07
Total 01-4520-2440:							253.06
01-4520-3410 UTILITIES							
76165	CARBONDALE SOLAR LLC		SOLAR ELECTRICITY DELIVER	69	13052	09/13/2019	762.34
01-4520-3410 UTILITIES							
71380	PIVOT ENERGY		HENDRICKS PARK	22A5ACC1	13068	06/01/2019	62.36
01-4520-3410 UTILITIES							
71380	PIVOT ENERGY		489 WEANT BLVD	22A5ACC1	13068	06/01/2019	29.49
01-4520-3410 UTILITIES							
71380	PIVOT ENERGY		SOPRIS PARK	22A5ACC1	13068	06/01/2019	71.98
01-4520-3410 UTILITIES							
71380	PIVOT ENERGY		SOPRIS II	22A5ACC1	13068	06/01/2019	17.05
01-4520-3410 UTILITIES							
71380	PIVOT ENERGY		HENDRICKS PARK	AB2BEEB6	13069	07/01/2019	63.21
01-4520-3410 UTILITIES							
71380	PIVOT ENERGY		489 WEANT BLVD	AB2BEEB6	13069	07/01/2019	29.90
01-4520-3410 UTILITIES							
71380	PIVOT ENERGY		SOPRIS PARK	AB2BEEB6	13069	07/01/2019	72.97
01-4520-3410 UTILITIES							
71380	PIVOT ENERGY		SOPRIS II	AB2BEEB6	13069	07/01/2019	17.28
01-4520-3410 UTILITIES							
71380	PIVOT ENERGY		HENDRICKS PARK	90A68FCE	13070	08/01/2019	59.68
01-4520-3410 UTILITIES							
71380	PIVOT ENERGY		489 WEANT BLVD	90A68FCE	13070	08/01/2019	28.23

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01-4520-3410 UTILITIES						
71380	PIVOT ENERGY	SOPRIS PARK	90A68FCE	13070	08/01/2019	68.89
01-4520-3410 UTILITIES						
71380	PIVOT ENERGY	SOPRIS II	90A68FCE	13070	08/01/2019	16.32
Total 01-4520-3410:						1,299.70
01-4520-3555 TURF MANAGEMENT						
52880	UMB BANK	ROARING FORK LAWN MIX	9/2/19	13071	09/02/2019	165.38
Total 01-4520-3555:						165.38
01-4520-3600 PARKS MAINTENANCE						
52880	UMB BANK	FIX STONES ON SOPRIS BRIDG	9/2/19	13071	09/02/2019	22.97
Total 01-4520-3600:						22.97
01-4520-3660 BLDG MAINTENANCE EXPENSE						
52880	UMB BANK	PAINT & STAIN	9/2/19	13071	09/02/2019	297.19
Total 01-4520-3660:						297.19
01-4520-9360 PARK IMPROVEMENTS/EQUIPMENT						
52880	UMB BANK	DOG PARK AGILITY COURSE	9/2/19	13071	09/02/2019	119.95
Total 01-4520-9360:						119.95
01-4525-2440 RV PARK MAINTENANCE SUPPLIES						
52880	UMB BANK	RV PARK HOSE SHUTOFF	9/2/19	13071	09/02/2019	5.99
01-4525-2440 RV PARK MAINTENANCE SUPPLIES						
56350	WESTERN PAPER DISTRIBUTO	RV PARK CUSTODIAL SUPPLIE	78665 84143	1018055	09/16/2019	46.80
Total 01-4525-2440:						52.79
01-4525-3410 RV PARK UTILITIES						
52880	UMB BANK	RV INTERNET	9/2/19	13071	09/02/2019	120.78
Total 01-4525-3410:						120.78
01-4525-9360 RV PARK IMPROVEMENTS/EQUIPMENT						
47860	SNOWMASS WATER & SANITAT	BAC T SAMPLES (1)	14367	94329	08/30/2019	33.05
01-4525-9360 RV PARK IMPROVEMENTS/EQUIPMENT						
52880	UMB BANK	GATEWAY RIVER PARK DRINKI	9/2/19	13071	09/02/2019	77.45
Total 01-4525-9360:						110.50
10-4800-3982 TEMP SERVICES						
35460	MOUNTAIN TEMP SERVICES LL	MOW CREW INVOICE #503836	382 836 401	1018062	09/12/2019	720.00
10-4800-3982 TEMP SERVICES						
35460	MOUNTAIN TEMP SERVICES LL	MOW CREW INVOICE #503401	382 836 401	1018062	09/12/2019	540.00
10-4800-3982 TEMP SERVICES						
35460	MOUNTAIN TEMP SERVICES LL	MOW CREW INVOICE #503399	382 836 401	1018062	09/12/2019	1,597.50
10-4800-3982 TEMP SERVICES						
35460	MOUNTAIN TEMP SERVICES LL	MOW CREW INVOICE #503835	382 836 401	1018062	09/12/2019	1,260.00
10-4800-3982 TEMP SERVICES						
35460	MOUNTAIN TEMP SERVICES LL	MOW CREW INVOICE #502379	382 836 401	1018062	09/12/2019	2,328.75

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Total 10-4800-3982						6,446.25
12-4210-3700 EDUCATION & TRAINING						
52880	UMB BANK	CPR/FIRST AID CERTS & SEXU	9/2/19	13071	09/02/2019	847.25
Total 12-4210-3700						847.25
31-4335-2100 POSTAGE						
53400	US POSTMASTER - AZ	UB POSTAGE	9/12/19	94320	09/12/2019	1,500.00
Total 31-4335-2100						1,500.00
31-4335-2110 OFFICE SUPPLIES						
45820	SANDY'S OFFICE SUPPLY	USB DRIVE & SCISSORS	8/31/19	13032	08/31/2019	27.92
52880	UMB BANK	PLANT & VEHICLE DIARY'S FOR	9/2/19	13071	09/02/2019	320.55
Total 31-4335-2110						348.47
31-4335-2111 LAB SUPPLIES						
52880	UMB BANK	CIRCULAR CHART PAPER, DIGI	9/2/19	13071	09/02/2019	318.26
Total 31-4335-2111						318.26
31-4335-2210 CHEMICALS						
40300	POLYDYNE INC	CLARIFLOC POLYMER	1385725	94331	09/05/2019	2,254.32
Total 31-4335-2210						2,254.32
31-4335-2250 SAFETY EQUIPMENT						
52880	UMB BANK	SAFETY VEST, LATEX GLOVES	9/2/19	13071	09/02/2019	234.34
Total 31-4335-2250						234.34
31-4335-2251 IMMUNIZATION						
21520	GARFIELD COUNTY TREASURE	IMMUNIZATIONS FOR TWO EM	9-2019	94321	09/03/2019	115.00
Total 31-4335-2251						115.00
31-4335-2290 GENERAL SUPPLIES						
52880	UMB BANK	CLEANING SUPPLIES AND PAP	9/2/19	13071	09/02/2019	121.72
Total 31-4335-2290						121.72
31-4335-2292 UNIFORMS						
52880	UMB BANK	WORK BOOTS & 6 SETS OF RAI	9/2/19	13071	09/02/2019	216.95
Total 31-4335-2292						216.95
31-4335-2310 VEHICLE FUEL						
53840	VALERO MARKETING AND SUP	WATER/WASTEWATER FUEL	9/9/19	66611	09/09/2019	116.26
Total 31-4335-2310						116.26
31-4335-2320 VEHICLE MAINTENANCE						
74540	TRANSWEST TRUCK TRAILER	2007 STERLING VAC TRUCK RE	400S441072	25243	09/11/2019	3,497.75

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31-4335-2320 VEHICLE MAINTENANCE						
74540	TRANSWEST TRUCK TRAILER	2007 STERLING VAC TRUCK DO	S441045 46	25242	08/29/2019	165.00
31-4335-2320 VEHICLE MAINTENANCE						
52880	UMB BANK	BOLTS/NUTS FOR VAC TRUCK	9/2/19	13071	09/02/2019	7.84
Total 31-4335-2320:						3,670.59
31-4335-2380 PLANT MAINTENANCE						
52880	UMB BANK	WEAR PLATES, O RINGS & LAM	9/2/19	13071	09/02/2019	670.23
Total 31-4335-2380:						670.23
31-4335-2383 COLLECTION SYSTEM MAINTENANCE						
52880	UMB BANK	LUBRICANT FOR THE WWTP	9/2/19	13071	09/02/2019	205.20
Total 31-4335-2383:						205.20
31-4335-3311 RECRUITING EXPENSES						
18940	EMPLOYERS COUNCIL SERVIC	TRAINING	0000309447	13049	09/09/2019	365.00
Total 31-4335-3311:						365.00
31-4335-3560 SOFTWARE SERVICES						
10460	CASELLE INC	MONTHLY SOFTWARE SUPPOR	97139	13029	09/01/2019	783.34
31-4335-3560 SOFTWARE SERVICES						
37970	ONLINE SOLUTIONS LLC	ANNUAL BILL - 5 CITIZENSERV	3425	13037	09/01/2019	900.00
Total 31-4335-3560:						1,683.34
31-4335-3575 UTILITY BILL OUTSOURCING						
2080	ADVANCED INFO SYSTEMS	UB OUTSOURCING	14899	94319	09/06/2019	205.26
Total 31-4335-3575:						205.26
31-4335-3630 COMPUTER EQUIPMENT & MAINT.						
69800	MITCHELL AND COMPANY	General Computer Support	120257	13061	09/15/2019	40.00
Total 31-4335-3630:						40.00
31-4335-3810 TRAINING						
52880	UMB BANK	DOT DRIVERS TEST	9/2/19	13071	09/02/2019	301.62
Total 31-4335-3810:						301.62
31-4335-5310 OFFICE EQUIPMENT RENTAL						
57780	XEROX CORPORATION	COPIER LEASE WW	097987418	13034	09/01/2019	99.16
Total 31-4335-5310:						99.16
31-4335-9410 TOOLS AND EQUIPMENT						
52880	UMB BANK	TOOL DRAWER FOR WWTP	9/2/19	13071	09/02/2019	428.96
Total 31-4335-9410:						428.96
41-4336-2100 POSTAGE						
53400	US POSTMASTER - AZ	UB POSTAGE	9/12/19	94320	09/12/2019	1,500.00

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Total 41-4336-2100:						1,500.00
41-4336-2110 OFFICE SUPPLIES						
45820	SANDY'S OFFICE SUPPLY	USB DRIVE & SCISSORS	8/31/19	13032	08/31/2019	27.93
41-4336-2110 OFFICE SUPPLIES						
52880	UMB BANK	PLANT & VEHICLE DIARY'S FOR	9/2/19	13071	09/02/2019	320.52
Total 41-4336-2110:						348.45
41-4336-2111 LAB SUPPLIES						
52880	UMB BANK	CIRCULAR CHART PAPER, DIGI	9/2/19	13071	09/02/2019	318.27
Total 41-4336-2111:						318.27
41-4336-2210 CHEMICALS						
17580	DPC INDUSTRIES INC	SODIUM HYPOCHLORIDE	737003873-1	94326	08/28/2019	2,213.67
Total 41-4336-2210:						2,213.67
41-4336-2250 SAFETY EQUIPMENT						
52880	UMB BANK	WORK GLOVES	9/2/19	13071	09/02/2019	11.12
Total 41-4336-2250:						11.12
41-4336-2251 IMMUNIZATION						
21520	GARFIELD COUNTY TREASURE	IMMUNIZATIONS FOR TWO EM	9-2019	94321	09/03/2019	115.00
Total 41-4336-2251:						115.00
41-4336-2290 GENERAL SUPPLIES						
52880	UMB BANK	CLEANING SUPPLIES AND PAP	9/2/19	13071	09/02/2019	155.24
Total 41-4336-2290:						155.24
41-4336-2292 UNIFORMS						
52880	UMB BANK	WORK BOOTS & PANTS	9/2/19	13071	09/02/2019	454.95
Total 41-4336-2292:						454.95
41-4336-2320 VEHICLE MAINTENANCE						
52880	UMB BANK	2017 FORD ESCAPE REPAIR WI	9/2/19	13071	09/02/2019	119.71
Total 41-4336-2320:						119.71
41-4336-2380 PLANT & INTAKE MAINTENANCE						
52880	UMB BANK	INVERTED PAINT & LAB SUPPLI	9/2/19	13071	09/02/2019	917.22
Total 41-4336-2380:						917.22
41-4336-2382 HYDRANT MAINTENANCE						
52880	UMB BANK	PARTS TO REPAIR HYDRANT A	9/2/19	13071	09/02/2019	69.11
Total 41-4336-2382:						69.11
41-4336-2383 DISTRIBUTION MAINTENANCE						
17240	DODSON ENGINEERED PRODU	1" AUTOMATIC AIR RELEASE N	248519	94316	09/03/2019	460.00

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41-4336-2383 DISTRIBUTION MAINTENANCE							
26890	INLAND POTABLE SERVICES IN		WATER TANK INSPECTIONS	A104-091119	94335	09/16/2019	8,247.00
41-4336-2383 DISTRIBUTION MAINTENANCE							
76116	OLDCASTLE SW GROUP INC.	3/4"	ROADBASE - GLASSIER DR	1300777	94333	07/02/2019	104.37
41-4336-2383 DISTRIBUTION MAINTENANCE							
76116	OLDCASTLE SW GROUP INC.		DUMP ASPHALT FROM GLASSI	1310466	94318	08/20/2019	50.00
41-4336-2383 DISTRIBUTION MAINTENANCE							
52880	UMB BANK		CAP GASKET & O RING, T & G I	9/2/19	13071	09/02/2019	463.89
Total 41-4336-2383:							9,325.26
41-4336-3410 UTILITIES							
76165	CARBONDALE SOLAR LLC		SOLAR ELECTRICITY DELIVER	69	13052	09/13/2019	1,080.34
41-4336-3410 UTILITIES							
71380	PIVOT ENERGY		CRYSTAL WELL	22A5ACC1	13068	06/01/2019	27.65
41-4336-3410 UTILITIES							
71380	PIVOT ENERGY		RFWTP	22A5ACC1	13068	06/01/2019	77.95
41-4336-3410 UTILITIES							
71380	PIVOT ENERGY		CRYSTAL WELL	AB2BEEB6	13069	07/01/2019	28.03
41-4336-3410 UTILITIES							
71380	PIVOT ENERGY		RFWTP	AB2BEEB6	13069	07/01/2019	79.02
41-4336-3410 UTILITIES							
71380	PIVOT ENERGY		CRYSTAL WELL	90A68FCE	13070	08/01/2019	26.46
41-4336-3410 UTILITIES							
71380	PIVOT ENERGY		RFWTP	90A68FCE	13070	08/01/2019	74.61
41-4336-3410 UTILITIES							
52880	UMB BANK		INTERNET FOR NCWTP	9/2/19	13071	09/02/2019	100.84
41-4336-3410 UTILITIES							
53000	UNITED SITE SERVICES INC		NETTLE CREEK	114-9088869	94328	09/10/2019	60.00
Total 41-4336-3410:							1,554.90
41-4336-3560 SOFTWARE SERVICES							
10460	CASELLE INC		MONTHLY SOFTWARE SUPPOR	97139	13029	09/01/2019	783.33
41-4336-3560 SOFTWARE SERVICES							
37970	ONLINE SOLUTIONS LLC		ANNUAL BILL - 5 CITIZENSERV	3425	13037	09/01/2019	900.00
Total 41-4336-3560:							1,683.33
41-4336-3575 UTILITY BILL OUTSOURCING							
2080	ADVANCED INFO SYSTEMS		UB OUTSOURCING	14899	94319	09/06/2019	205.26
Total 41-4336-3575:							205.26
41-4336-3580 PERMIT AND LAB FEES							
47860	SNOWMASS WATER & SANITAT		BAC T SAMPLES (7)	14367	94329	08/30/2019	231.35
41-4336-3580 PERMIT AND LAB FEES							
52880	UMB BANK		POSTAGE FOR CALIBRATION O	9/2/19	13071	09/02/2019	51.56
Total 41-4336-3580:							282.91
41-4336-3630 COMPUTER EQUIPMENT & MAINT.							
69800	MITCHELL AND COMPANY		General Computer Support	120257	13061	09/15/2019	40.00
41-4336-3630 COMPUTER EQUIPMENT & MAINT.							
52880	UMB BANK		BATTERY BACKUPS FOR THE	9/2/19	13071	09/02/2019	67.48

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Total 41-4336-3630							107.48
41-4336-3810	TRAINING						
52880	UMB BANK		DOT DRIVERS TEST	9/2/19	13071	09/02/2019	301.62
Total 41-4336-3810							301.62
41-4336-5310	OFFICE EQUIPMENT RENTAL						
57780	XEROX CORPORATION		COPIER LEASE WATER	097987418	13034	09/01/2019	99.16
Total 41-4336-5310							99.16
41-4336-9410	TOOLS AND EQUIPMENT						
52880	UMB BANK		MAN HOLE COVER HOOK, STRI	9/2/19	13071	09/02/2019	262.96
Total 41-4336-9410							262.96
41-4337-7200	PLANT CONSTRUCTION						
73475	SMALL HYDRO CONSULTING L		CARBONDALE WTP HYDRO CO	0000338	94327	09/10/2019	2,191.25
Total 41-4337-7200							2,191.25
41-4337-9342	METERS						
23240	FERGUSON WATERWORKS #11		3/4" BACKFLOW (4)	1051964	94334	09/16/2019	729.72
Total 41-4337-9342							729.72
41-4337-9344	HYDRANTS						
17240	DODSON ENGINEERED PRODU		INCOMING FREIGHT FOR HYDR	248812	94322	09/09/2019	16.49
Total 41-4337-9344							16.49
41-4337-9410	TOOLS & SHOP EQUIPMENT						
52880	UMB BANK		TOOL CHEST FOR THE WATER	9/2/19	13071	09/02/2019	489.00
Total 41-4337-9410							489.00
41-4338-2320	VEHICLE MAINTENANCE						
26211	HEUTON TIRE COMPANY INC		2018 JD GATOR FRONT TIRES	146967 146	25241	08/19/2019	156.00
Total 41-4338-2320							156.00
41-4338-2380	DITCH MAINTENANCE						
52880	UMB BANK		LANDSCAPE MATERIAL FOR DI	9/2/19	13071	09/02/2019	17.13
41-4338-2380	DITCH MAINTENANCE						
52880	UMB BANK		WOOD FOR DITCHES	9/2/19	13071	09/02/2019	177.46
Total 41-4338-2380							194.59
41-4338-3982	TEMP SERVICES						
35460	MOUNTAIN TEMP SERVICES LL		TEMP SERVICES - DITCH	503400 502	94325	09/05/2019	843.75
41-4338-3982	TEMP SERVICES						
35460	MOUNTAIN TEMP SERVICES LL		TEMP SERVICES - DITCH	503400 502	94325	09/05/2019	821.25
41-4338-3982	TEMP SERVICES						
35460	MOUNTAIN TEMP SERVICES LL		UTILITIES TEMP INVOICE #5038	382 836 401	1018062	09/12/2019	438.75

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Total 41-4338-3982						2,103.75
51-4335-3810	TRAINING					
52880	UMB BANK	LUNCH - RIFLE MEETING	9/2/19	13071	09/02/2019	33.87
Total 51-4335-3810						33.87
71-4632-3400	RENTAL PROPERTY EXPENSE					
52880	UMB BANK	HOUSE REPAIRS	9/2/19	13071	09/02/2019	11.98
71-4632-3400	RENTAL PROPERTY EXPENSE					
57550	WOOLERY, RICK	SET TRAPS	608377	13066	08/04/2019	475.00
Total 71-4632-3400						486.98
71-4632-9200	Rental Property Renovations					
39640	PINE MOUNTAIN ELECTRIC INC	SWAP OUT TRANSFORMER	7553	13065	07/23/2019	2,203.30
Total 71-4632-9200						2,203.30
75-34-72	SWIMMING FEES					
38899	DOERKEN, DAVE	REIMBURSEMENT FOR LIFE GU	197986	1018046	09/17/2019	112.00
75-34-72	SWIMMING FEES					
38899	SPRANG, ANGIE	REIMBURSEMENT FOR LIFE GU	197984	1018053	09/17/2019	112.00
Total 75-34-72						224.00
75-4500-2100	PRINTING/POSTAGE					
52880	UMB BANK	RETURN OLD WEIGHT MACHIN	9/2/19	13071	09/02/2019	25.35
Total 75-4500-2100						25.35
75-4500-2110	OFFICE SUPPLIES					
52880	UMB BANK	LAMINATING POUCHES & MAC	9/2/19	13071	09/02/2019	71.77
Total 75-4500-2110						71.77
75-4500-2244	PROGRAM SUPPLIES					
52880	UMB BANK	PANCAKE SANDBAGS FOR FIT	9/2/19	13071	09/02/2019	182.33
Total 75-4500-2244						182.33
75-4500-2290	GENERAL SUPPLIES					
26600	ID EDGE INC	CARD PRINTER RIBBONS INVO	88478	1018049	08/28/2019	277.50
75-4500-2290	GENERAL SUPPLIES					
52880	UMB BANK	FOOT SPRAY & BATTERIES	9/2/19	13071	09/02/2019	39.54
75-4500-2290	GENERAL SUPPLIES					
52880	UMB BANK	SEAT CUSHIONS FOR CHAIRS I	9/2/19	13071	09/02/2019	248.27
75-4500-2290	GENERAL SUPPLIES					
56350	WESTERN PAPER DISTRIBUTO	REC CUSTODIAL SUPPLIES INV	78665 84143	1018055	09/16/2019	110.93
75-4500-2290	GENERAL SUPPLIES					
56350	WESTERN PAPER DISTRIBUTO	REC CUSTODIAL SUPPLIES INV	78665 84143	1018055	09/16/2019	60.63
75-4500-2290	GENERAL SUPPLIES					
56350	WESTERN PAPER DISTRIBUTO	REC CUSTODIAL SUPPLIES INV	78665 84143	1018055	09/16/2019	193.90
Total 75-4500-2290						930.77

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75-4500-3311 RECRUITING EXPENSES							
92092	MCC DRUG & ALCOHOL SCREE		DRUG TESTING - REC	21672	13030	08/31/2019	80.00
Total 75-4500-3311:							80.00
75-4500-3530 EQUIP MAINTENANCE & REPAIR							
52880	UMB BANK		AUTOBELAY RECERTIFICATION	9/2/19	13071	09/02/2019	281.34
Total 75-4500-3530:							281.34
75-4500-3560 SOFTWARE SERVICES							
76190	KENYON DESIGN WORKS INC		WEBSITE HOSTING AND UPDAT	0000429	1018050	09/06/2019	2,646.00
75-4500-3560 SOFTWARE SERVICES							
52880	UMB BANK		MONTHLY CLOUD BASED SOFT	9/2/19	13071	09/02/2019	399.95
Total 75-4500-3560:							3,045.95
75-4500-3700 TRAINING & TRAVEL							
52880	UMB BANK		ANNUAL CHAMBER CONFEREN	9/2/19	13071	09/02/2019	90.00
Total 75-4500-3700:							90.00
75-4500-3980 CONTRACT LABOR							
76375	HODDER, RICHARD		TAEKWONDO INSTRUCTION SE	9/9/19	1018047	09/17/2019	388.80
Total 75-4500-3980:							388.80
75-4500-5310 OFFICE EQUIPMENT RENTAL							
92688	XEROX FINANCIAL SERVICES		COPIER LEASE AND METER CH	1776672	1018052	09/10/2019	288.70
Total 75-4500-5310:							288.70
75-4512-2210 CHEMICALS							
10700	CEM SALES & SERVICE		POOL BRIQUETTES INVOICE #1	150542	1018051	09/04/2019	1,507.00
Total 75-4512-2210:							1,507.00
75-4512-2290 GENERAL SUPPLIES							
13400	COLORADO POOLSCAPES INC		SKIMMER BASKETS SALES OR	124157	1018064	08/29/2019	29.74
75-4512-2290 GENERAL SUPPLIES							
52880	UMB BANK		CLEANING SUPPLIES	9/2/19	13071	09/02/2019	26.74
Total 75-4512-2290:							56.48
75-4512-2292 GUARD UNIFORMS							
52880	UMB BANK		SUNSCREEN	9/2/19	13071	09/02/2019	88.51
Total 75-4512-2292:							88.51
75-4512-3410 UTILITIES							
71380	PIVOT ENERGY		POOL	22A5ACC1	13068	06/01/2019	89.10
75-4512-3410 UTILITIES							
71380	PIVOT ENERGY		POOL	AB2BEEB6	13069	07/01/2019	90.32
75-4512-3410 UTILITIES							
71380	PIVOT ENERGY		POOL	90A68FCE	13070	08/01/2019	85.27

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Vendor	Vendor Name	Description	Invoice No	PO No	Invoice Date	Amount
Total 75-4512-3410:						264.69
75-4512-3660 BLDG MAINTENANCE & GROUNDS						
52880	UMB BANK	BATHROOM MIRRORS	9/2/19	13071	09/02/2019	344.53
Total 75-4512-3660:						344.53
75-4512-3661 GENERAL MAINTENANCE & REPAIRS						
52880	UMB BANK	GENERAL BUILDING SUPPLIES	9/2/19	13071	09/02/2019	27.09
Total 75-4512-3661:						27.09
75-4512-3810 RED CROSS CERTIFICATION						
52880	UMB BANK	LIFEGUARD INSTRUCTOR REC	9/2/19	13071	09/02/2019	38.00
Total 75-4512-3810:						38.00
75-4512-8000 SPECIAL EVENTS						
52880	UMB BANK	MEDALS, PRIZES & POSTER B	9/2/19	13071	09/02/2019	237.17
Total 75-4512-8000:						237.17
75-4512-9362 UMBRELLAS						
38900	PATIOSHOPPERS.COM	UMBRELLA FOR POOL INVOICE	273733	1018066	09/18/2019	2,707.50
Total 75-4512-9362:						2,707.50
75-4800-9365 PARK & REC FACILITIES						
48260	SOPRIS SUN	AD AQUATICS FACILITY MASTE	21053	1018058	09/05/2019	85.00
Total 75-4800-9365:						85.00
Grand Totals:						155,368.35

**MINUTES
CARBONDALE BOARD OF TRUSTEES
REGULAR MEETING
SEPTEMBER 10, 2019**

Mayor Dan Richardson called the Board of Trustees Regular Meeting to order on September 10, 2019, at 6:00 p.m. in the Town Hall meeting room.

ROLL CALL:

The following members were present for roll call:

Mayor	Dan Richardson
Trustees	Ben Bohmfalk
	Luis Yllanes
	Lani Kitching
	Marty Silverstein

Arrived After Roll Call	Heather Henry
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Absent	Erica Sparhawk
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Staff Present:

Town Manager	Jay Harrington
Town Clerk	Cathy Derby
Finance Director	Renae Gustine
Town Attorney	Tarn Udall
Public Works Director	Kevin Schorzman
Recreation Coordinator	Jamie Wall

CONSENT AGENDA

- Accounts Payable totaling: \$297,059.06
- BOT 8/20/19 Work Session Minutes
- BOT 8/27/19 Regular Meeting Minutes
- Liquor License Renewal – Silo
- Retail Marijuana Manufactured Infused Product Renewal License – Laughing Dog Group
- Medical Marijuana Manufactured Infused Product Renewal License – Laughing Dog Group
- Recommendation for Planning & Zoning Commission Reappointment
- Ordinance No. 13, Series of 2019 – Establishing Maximum Length of Imprisonment for Violations of Municipal Code
- Ordinance No. 14, Series of 2019 – Village Lane North Townhomes Final Plat Resolution

- Red Hill Trails RFP Bid Award and Construction Contract

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

5 yes votes: Silverstein, Yllanes, Kitching, Richardson, Bohmfalk

PERSONS PRESENT NOT ON THE AGENDA

Lynn Burton, 7th St., told the Board that he has a problem with the way the Trustees conduct their emails. Emails are public documents. Rep. Tipton held a “secret” meeting which the Mayor attended. He asked the Trustees to produce the emails that the Trustees sent each other pertaining to and prior to the meeting. He asked how does the public know the Trustee emails exist? He filed an open records request with the clerk but he was informed it would cost \$300. He offered a solution – anytime Trustees correspond with each other via email a copy of the email should be included in the Trustee packet. Mayor Richardson responded that the Board was responsive to Lynn’s request, he appreciates his concerns, but he feels the Board is transparent.

John Hoffmann and Rita Marsh asked the Board to consider proclaiming the second Monday in October as “Indigenous People Day.” The Board agreed to consider the request at their September 24, 2019 regular meeting.

TRUSTEE COMMENTS

Trustee Silverstein stated that the last Sunday Concert in the Park was very successful. Trustee Silverstein informed the Board that attorney John Van Ness passed away.

Trustee Bohmfalk stated that he attended the Bike/Pedestrian/Trails Commission meeting yesterday. The Carbondale Age Friendly Community Initiative (CAFCI) is focusing on mobility. They have done a tremendous amount of data gathering, they have analyzed the information, and the mobility infrastructure appears to be in good shape except for 8th Street. The Commission has agreed to meet monthly as they feel a sense of urgency to make improvements, or plan improvements to 8th Street.

Mayor Richardson thanked Trustee Silverstein and Steve Standiford for a great summer of music and he thanked staff for helping make First Fridays a great success. Mayor Richardson thanked Trustee Sparhawk for meeting with members of the Colorado Energy Office.

Mayor Richardson told the Board that he attended Rep. Tipton’s listening session – he was surprised that it was closed to the press. Thompson Divide stakeholders were invited and he felt that it was a great effort.

Mayor Richardson stated that he will be attending the RFTA Board meeting on Thursday where they will be discussing the budget. He said that it appears that

WeCycle will not be coming to Carbondale in 2020; he is wondering what will happen with the funds that were being allocated to this project.

Mayor Richardson stated that 350 Colorado, a climate advocacy group, will be holding a protest in Carbondale on September 20th.

Mayor Richardson stated that at the last meeting a citizen asked the Board to consider changing the number of rabbits a household may possess. He told the Board that the law was changed approximately 60 years ago. Mayor Richardson stated that he hasn't seen any evidence that this is a problem.

Trustee Henry arrived at the meeting.

Mayor Richardson asked if one person's request warrants a discussion. Will Gramobis asked if the Municipal Code considers raising rabbits as a cooperative effort like it does for chickens. Jay responded that the cooperative effort only applies to chickens. The Board declined to reconsider the ordinance limiting the number of rabbits in Carbondale.

Mayor Richardson stated that at a previous meeting two citizens approached the Board about reviewing the noise ordinance. Mayor Richardson stated that it appears that there are a couple of different going-on issues. They are complaining about special event noise and also about a particular neighbor who plays music all day long. The individual's behavior he noted is unique and disturbing. He asked if the Municipal Code provides the police with enough tools to handle this particular situation, or do we need to revisit the noise ordinance. The majority of the Board agreed that they would be willing to revisit the noise ordinance but they do not want to reconsider changing the special events noise criteria at this time.

ATTORNEY'S COMMENTS

The Attorney did not have any comments.

SPECIAL EVENT LIQUOR LICENSE – OKTOBERFEST AND CELTICFEST

The Town of Carbondale Recreation Department has applied for a Special Event Liquor License for their annual Oktoberfest and Celticfest celebrations which will be held at the 4th Street Plaza. The Police Department has reported no problems with the applicant or the premises.

Trustee Silverstein made a motion to approve The Town of Carbondale Recreation Department's Special Event Liquor License with the changes requested above. Trustee Henry seconded the motion and it passed with:

6 yes votes: Bohmfalk, Henry, Yllanes, Richardson, Silverstein, Kitching

RESULTS OF CRYSTAL MEADOWS RESIDENTS TRANSPORTATION SURVEY

During a recent discussion on senior mobility the Board asked Crystal Meadows Executive Director Jerilyn Nieslanik to create a transportation survey for its residents to see if mobility is lacking in that area. Fifty two surveys were returned. The survey revealed that the majority (29) of residents of Crystal Meadows have access to a car. Nine had limited or no access to a car. Mayor Richardson stated that the survey did not reveal any major gaps in mobility. The Board acknowledged that the circulator bus could be improved as it doesn't serve that part of town but funds are limited. Mayor Richardson thanked RFTA and Jerilyn Nieslanik for their help with the survey. Mayor Richardson stated that he will continue to maintain a dialogue with Heritage Park on the possibility of extending their shuttle service to accommodate Crystal Meadows (once they have a driver).

LETTER OF CREDIT REDUCTION – CITY MARKET

Kevin explained that City Market has submitted a Letter of Credit (LOC) Reduction #3 in the amount of \$183,667.77 to reduce the off-site security for public improvements for Carbondale Marketplace. If approved, this would leave a LOC balance for the outstanding off-site public improvements at \$509,925.90. Staff has reviewed the request, as well as the work completed to date, and agrees the request is appropriate.

Trustee Kitching made a motion to approve the partial release of \$183,667.77 of the Letter of Credit for the off-site improvements related to the Carbondale Marketplace project. Trustee Silverstein seconded the motion and it passed with:

6 yes votes: Henry, Kitching, Richardson, Bohmfalk, Silverstein, Yllanes

LETTER OF CREDIT REDUCTION – CARBONDALE MARKETPLACE LOT 5B – 1ST BANK

Kevin explained that 1st Bank has submitted a Letter of Credit (LOC) Reduction #3 in the amount of \$84,459.65 to reduce the security for public improvements for Carbondale Marketplace Lot 5B. If approved, this would leave a LOC balance for the outstanding public improvements at \$29,662.99. Staff has reviewed the request, as well as the work completed to date, and agrees the request is appropriate.

Trustee Silverstein made a motion to approve the partial release of \$84,459.65 of the Letter of Credit for the improvements related to the Carbondale Marketplace Lot 5B project. Trustee Yllanes seconded the motion and it passed with:

6 yes votes: Yllanes, Henry, Kitching, Richardson, Bohmfalk, Silverstein

CONTINUED DISCUSSION ON PLASTIC REDUCTION EFFORTS

Jay stated that at the last meeting the Board had a discussion on efforts to reduce plastics. The Trustees indicated a desire to consider engaging a consultant and setting

a scope for services. Staff has identified \$5,000 for consultant fees. Jay researched what different communities are doing to combat plastics and it appears that each community has taken an individualistic approach to customize their needs and community goals.

Discussion ensued.

The Board agreed that it's necessary to set goals as to what they are trying to accomplish. Mayor Richardson noted that the new waste hauler is willing to help but they need to know what the Town is trying to accomplish.

Trustee Henry stated that the effort should start with public outreach – it's imperative to get the community's input. Then we can develop a baseline and set goals.

Environmental Board member Jim Kirschivink suggested that the Town should put ads in the newspapers seeking comments as to how we can control/reduce plastics. Scoping is a good next step to developing Town goals. Also, we should coordinate with surrounding municipalities to make sure we are undertaking the same efforts.

Trustee Silverstein stated that we should look at what successful towns are doing to reduce plastics.

The Board agreed to:

- Hire a consultant - work will possibly be done in phases– there is \$5,000 left in the bag fee account to fund the first phase
- Jay noted that Laurie Batchelder Adams has a base knowledge of the Town's waste practices
- Solicit input from the community to develop a baseline and establish goals - we need to be clear on expectations for outreach
- Analysis needs to be done as to where plastic is coming from
- Join Recycle Colorado
- Collect data on the largest generators of plastic in town

The Board set the following goal: "Eliminate the generation of single use plastics (and possibly styrofoam) in the Town of Carbondale."

The Board was informed that the Chamber of Commerce would like to be a partner in the effort to reduce plastics in town.

REVIVAL OF STUDENT TRUSTEE DISCUSSION

Jay provided background information on the student trustee. The Town had a student trustee from 2002 – 2013. It was a non-voting position but the student provided input on agenda items. It ended after the 2013 school year when interest in the program subsided. Youth Zone recommended the student trustee appointee.

Trustee Meeting Minutes
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Mayor Richardson stated that recently Town representatives had a meeting with the school district and the possibility of reinstituting the student trustee was mentioned. The

Board agreed that a student voice would be beneficial, especially with current topics facing the Board i.e. vaping, reducing plastics, etc. Mayor Richardson stated that he will contact Youth Zone regarding re-establishing the student trustee.

ADJOURNMENT

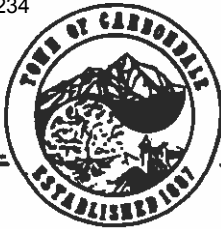
The September 10, 2019, regular meeting adjourned at 8:10 p.m. The next scheduled meeting will be held on September 24, 2019, at 6:00 p.m.

APPROVED AND ACCEPTED

Dan Richardson, Mayor

ATTEST:

Cathy Derby, Town Clerk



Town of Carbondale Police Department

511 Colorado Avenue, Suite 911 Carbondale, Colorado 81623 (970) 963-2662

To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal for City Market Store #35, 1051 Hwy 133

Date: September 16, 2019

The State Liquor Enforcement Division has created a "Master File" for City Market.

The Store Manager is Sarah Odden.

I have completed the requested in-house record checks for the establishment.

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

I recommend the approval for the liquor license renewal.

DR 8400 (Revised 08/01/18)
 COLORADO DEPARTMENT OF REVENUE
 LIQUOR ENFORCEMENT DIVISION
SUBMIT TO LOCAL LICENSING AUTHORITY

RETAIL LIQUOR OR 3.2 BEER LICENSE RENEWAL APPLICATION

CITY MARKET #35
 PO BOX 305103
 NASHVILLE TN 37230-5103

Fees Due	
Renewal Fee	96.25
Storage Permit \$100 x _____	_____
Optional Premise \$100 x _____	_____
Related Resort \$160 x _____	_____
Amount Due/Paid	96.25

Make check payable to: Colorado Department of Revenue. 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 may collect the payment amount directly from your banking account electronically.

PLEASE VERIFY & UPDATE ALL INFORMATION BELOW

RETURN TO CITY OR COUNTY LICENSING AUTHORITY BY DUE DATE

Licensee Name DILLON COMPANIES LLC		DBA CITY MARKET #35		
Liquor License #	License Type Fermented Malt Beverage Off (city)	Sales Tax License #	Expiration Date 10/19/2019	Due Date 09/04/2019
Operating Manager N	Date of Birth	Home Address		
Manager Phone Number		Email Address BUSINESS.LICENSE@KROGER.COM		
Street Address 1051 HIGHWAY 133 CARBONDALE CO 81623-1874				Phone Number 9709633255
Mailing Address PO BOX 305103 NASHVILLE TN 37230-5103				

1. Do you have legal possession of the premises at the street address above? ☒ YES ☐ NO
 Is the premises owned or rented? ☐ Owned ☒ Rented* *If rented, expiration date of lease 12/31/2021
6. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. ☐ YES ☒ NO
NOTE TO CORPORATION, LIMITED LIABILITY COMPANY AND PARTNERSHIP APPLICANTS: If you have added or deleted any officers, directors, managing members, general partners or persons with 10% or more interest in your business, you must complete and return immediately to your Local Licensing Authority, Form DR 8177: Corporation, Limited Liability Company or Partnership Report of Changes, along with all supporting documentation and fees.
3. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. ☐ YES ☒ NO
4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation.
☒ YES ☐ NO
5. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. ☒ YES ☐ NO

AFFIRMATION & CONSENT

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

Type or Print Name of Applicant/Authorized Agent of Business DENNIS GIBSON	Title VICE PRESIDENT
Signature—DocuSigned by: 	Date 6/27/2019

REPORT & APPROVAL OF CITY OR COUNTY LICENSING AUTHORITY

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

Local Licensing Authority For		Date
Signature	Title	Attest

Attachment to DR8400 King Sooper or City Market 3.2% beer license renewal

Question 4:

Several King Sooper/City Market store licenses were suspended in separate, isolated incidents for a short period when a clerk sold beer to a minor, after which precautions were taken so that it would not occur again

<u>Store#</u>	<u>Jurisdiction</u>	<u>Violation Date</u>	<u>Violation</u>
89	Broomfield	2/11/16	Sale to Minor
44	Loveland	2/18/16	Sale to Minor
62	Westminster	3/12/16	Sale to Minor
22	Arvada	5/27/16	Sale to Minor
8	Douglas County	7/28/16	Sale to Minor
118	Broomfield	9/2/16	Sale to Minor
118	Broomfield	9/19/16	Sale to Minor
73	Ft Collins	7/29/17	Sale to Minor

Attachment to DR 8400 for King Sooper or City Market 3.2% beer license renewal:

Question 5:

Dillon Companies, LLC a Kansas Corporation, also holds 3.2% beer licenses for the following stores located in Colorado:

King Soopers, City Market

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Dillon Companies, LLC

is an entity formed or registered under the law of Kansas, 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 19871042322.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 06/27/2019 that have been posted, and by documents delivered to this office
electronically through 06/28/2019 @ 12:17:59.

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 06/28/2019 @ 12:17:59 in accordance with applicable law.
This certificate is assigned Confirmation Number 11658595.



Jena Griswold

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."



Store # cm #35

Attn: JURISDICTIONS

NEW LICENSE INFORMATION

PLEASE SEND NEW LICENSES AND/ OR RECIEPT OF RENEWAL TO:

KROGER BUSINESS LICENSE DEPT.
P.O. BOX 305103
NASHVILLE, TN 37230

Physical Address:
2620 ELM HILL PIKE
NASHVILLE, TN 37214

E-Mail address: business.license@kroger.com

THANK YOU,

Jackie Matherne

Kroger Business License Department
Jackie Matherne

PH: 615.232.9489
FAX: 615.232.9740

**TOWN OF CARBONDALE**

511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Agenda Memorandum

Meeting Date: 9/24/2019

Attachment: D

Item: 2

TITLE: Retail and Medical Marijuana Manufactured Infused Product (MIP) Transfer of Ownership Amongst Owners – Sopris Labs

SUBMITTING DEPARTMENT: Manager

ATTACHMENTS: Retail and Medical Marijuana MIP Applications

BACKGROUND: Currently the ownership of Sopris Labs is comprised of Chapman Ducote (90% ownership), James Young (5% ownership), and Mike Hopson (5% ownership). Sopris Labs has submitted retail and medical Transfer of Ownership Amongst Owners Applications to change the ownership make up to: Chapman Ducote 99.75% ownership and James Young 00.25% ownership.

FINANCIAL: All fees have been paid.

DISCUSSION: The Board may wish to determine if the Retail and Medical 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 Transfer of Ownership Amongst Owners Applications.

Prepared By: Cathy Derby

Town Manager

Phone 970.510-1205

Fax 970.963.9140



511 Colorado Avenue
Carbondale, Colorado 81623
www.carbondalegove.org

RETAIL MARIJUANA LICENSE APPLICATION

Date of Application: 9/10/19 Date Application Deemed Complete: 9/11/19

Date of Public Hearing: 9/24/19

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):

- | | |
|---|---|
| <input type="checkbox"/> Retail Marijuana Store | <input type="checkbox"/> Retail Marijuana Cultivation Facility* |
| <input type="checkbox"/> Retail Marijuana Products Manufacturing Facility* | <input type="checkbox"/> Retail Marijuana Testing Facility |
| <input checked="" type="checkbox"/> Transfer of Ownership (reallocation among current owners) | <input type="checkbox"/> Transfer of location |
| <input type="checkbox"/> Testing Facility | <input type="checkbox"/> Modification/Alteration of Premises |
| <input type="checkbox"/> 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):

- | | | |
|---|---|--------------------------------------|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Partnership |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Association or Other | |

Applicant Name: Sopris Labs, LLC

Trade Name of Establishment (doing business as): _____

Applicant Contact Name (please print): Chapman Ducote

Address of Premises Location:

<u>695 Buggy Circle</u>	<u>Carbondale</u>	<u>CO</u>	<u>81623</u>
Street Address	City	State	Zip Code

Business Mailing Address (if different from Premise location):

<u>232 Woods Road</u>	<u>Aspen</u>	<u>CO</u>	<u>81611</u>
Street Address	City	State	Zip Code

Business Phone: 305-439-5803 Emergency Phone: _____

Business Email Address: _____ Website Address : _____

Town Sales Tax License No.: _____ State Sales Tax License No.: _____

State Medical Marijuana License No.: _____

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.**

NAME	HOME ADDRESS, CITY, STATE, ZIP	DOB	POSITION	% OWNED
Chapman Ducote	1111111111, Basalt, CO 81623	-----	AGENT	99.75%

The Applicant's Agent shall present for recording one (1) of the following forms of identification:

- An identification card issued in accordance with Section 42-2-302, C.R.S.;
- A valid Colorado driver's license;
- A United States military identification card;
- A valid passport; or
- An alien registration card.

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

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

NAME	HOME ADDRESS, CITY, STATE, ZIP	DOB	POSITION	% OWNED
James Young	PO Box A-3, Aspen CO 81612	11/19/69	Member	00.25%

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):

Name of Person	Name & Location of Court	Charge Convicted Of	Sentence	Date of Sentencing	Last Date of Incarceration/ Parole/Probation or Other Discharge of Sentence

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:

Landlord Buggy Holdings, LLC	Tenant Sopris Labs, LLC	Expires 12/31/2027
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Building Owner's Mailing Address:

695 Buggy Circle Carbondale CO 81623
Street Address City State Zip Code

Contact Phone Numbers: Chapman - 716-338-1111 James - 716-338-1111

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):

Type of Business	Location (Street, City, State, Zip Code)
N/A	

Name of on-site manager for licensed premises: TBD

Home Address:

Street Address City State Zip Code

Business Cell Phone Number: _____ Email Address: _____

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

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.

NAME	ADDRESS, CITY STATE, ZIP	DOB	% OWNED
N/A			

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.

NAME	ADDRESS, CITY, STATE, ZIP	DOB
TBD		

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

Monday	_____ to _____	Friday	_____ to _____
Tuesday	_____ to _____	Saturday	_____ to _____
Wednesday	_____ to _____	Sunday	_____ to _____
Thursday	_____ to _____		

Will there be ANY remodeling or building alterations? ☐ Yes ☒ No

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

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

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


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

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

- Lease
- Operating Agreement
- A description of the security provisions and systems which must include, at a minimum:
 - 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;
 - Robbery and burglary alarm systems that are professionally monitored and maintained in good working condition;
 - Exterior lighting that illuminates the exterior walls of the business during evening hours and is compliant with Town Code;
 - 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
 - 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.**

Authorized Signature	Printed Name and Title	Date
	CHAPMAN DUCOTE	8/26/19



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:

- ☐ Cultivation Premises ☐ Center (Dispensary)
☐ Transfer ☐ Infused Product Manufacturing ☐ Modification of Premises
☒ Additional Employee/Change of Manager/Owner ☐ Renewal Permit ☐ Other
☐ Associated Facility (Same Applicant)

Applicant is applying as a:

- ☐ Corporation ☐ Individual ☒ Limited Liability Company
☐ Other (Specify)
☐ Partnership (includes Limited Liability and Husband/Wife Partnerships)

Applicant Name: Chapman Ducote	Social Security Number:	DOB:
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Applicant's Address: Basalt, CO 81623	Applicant's Home or Cell Phone:
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List Previous Addresses for the Past Two Years

Previous Address: Miami Beach, FL 33139	Date: 1/1/2010- 12/1/2017	Previous Address:	Date:
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Previous Address:	Date:	Previous Address:	Date:
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Trade Name of Establishment (DBA): Sopris Labs, LLC	Business Phone: 305-439-5803
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Address of Premises: 695 Buggy Circle, Carbondale CO 81623	Town Sales Tax Number:
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Mailing Address: 695 Buggy Circle, Carbondale CO 81623

If the applicant is a naturalized citizen, when did he or she become a Resident of the State of Colorado? N/A

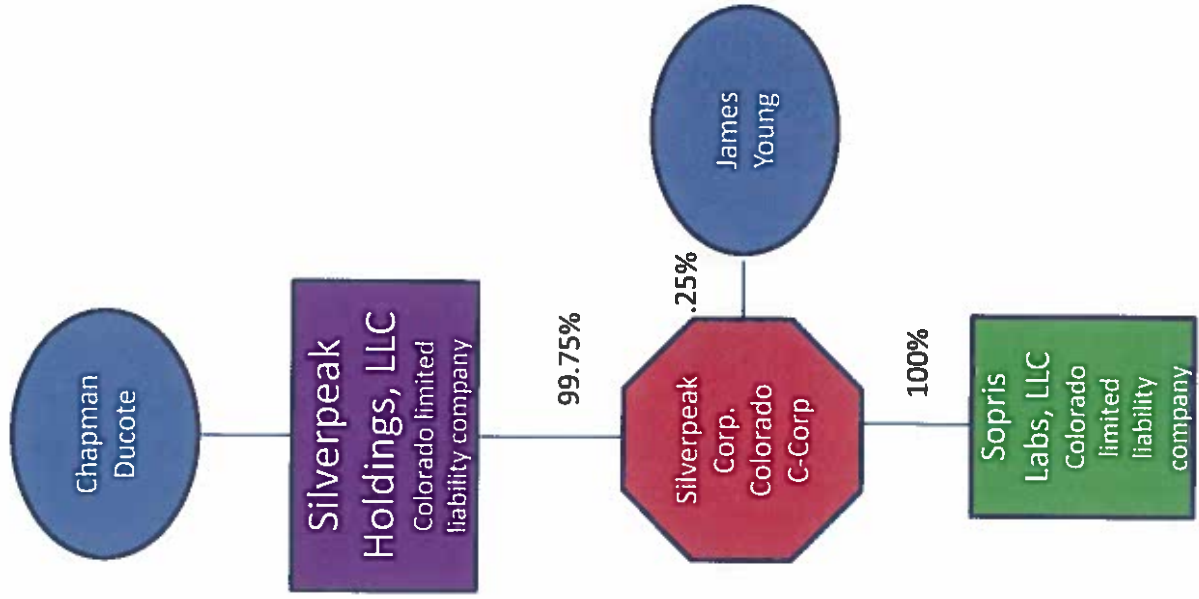
If applicant is a corporation, list name and address of any officer or director of the corporation, and all persons of the issued and outstanding capital stock of any member that has an interest therein. If the applicant is partnership, association or company, list the name and address of any member 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.

<u>Name:</u> James Young	<u>Address:</u> 1, CO 81612
<u>Name:</u>	<u>Address:</u>
<u>Name of Manager or Proposed Manager:</u> TBD	<u>Address of Manager or Proposed Manager:</u>
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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.)	
<u>Employee Name:</u> TBD	<u>Employee Address:</u>
<u>Employee Name:</u>	<u>Employee Address:</u>
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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<p align="center"><u>Required Attachments</u></p> <ul style="list-style-type: none"> <input type="checkbox"/> Filing Fee <input type="checkbox"/> Lease which shall be valid for the duration of the term of the license or proof of ownership. <input type="checkbox"/> 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. <input type="checkbox"/> Description of the products and services to be made, sold, or grown by the facility. <input type="checkbox"/> Floor plan drawn to scale showing layout of the medical marijuana facility. <input type="checkbox"/> Copy of license(s) granted by any jurisdiction permitting the growth or sale of plants cultivated at the facility. <input type="checkbox"/> Letter from jurisdiction establishing permission for cultivation facility to operate that specific zone district. <input type="checkbox"/> Document outlining expected number of marijuana plants to be grown on site. <input type="checkbox"/> Description of the ventilation system, lighting system, storage system, and system for the control of marijuana odors for the premises. <input type="checkbox"/> 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. <input type="checkbox"/> Additional information including: <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> 	

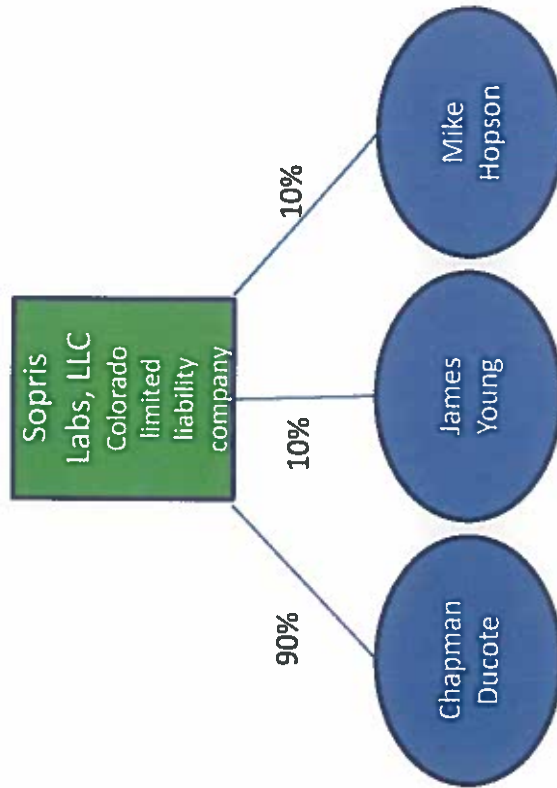
Sopris Labs, LLC Ownership Details

Chapman Ducote owns 99.75% of Silverpeak Corp. and James Young owns 00.25% of Silverpeak Corp. Silverpeak Corp owns 100% of Sopris Labs, LLC.

New Ownership



Previous Ownership



AMENDMENT TO OPERATING AGREEMENT

The undersigned Members of Sopris Labs, LLC, a Colorado Limited Liability Company (the ``Company''), unanimously adopt the following Amendment to the Company's Operating Agreement:

WITNESSETH:

IT IS AGREED, in consideration of the promises, covenants, performance and mutual consideration herein as follows:

1. This Agreement is effective for all purposes July 25th, 2019.
2. Silverpeak Corp. is hereby accepted as a one hundred percent (100%) member of the Company, for all purposes, by all existing members.
3. Chapman Ducote, the majority owner of the membership units, per Section 5.1 of the Operating Agreement approves of the admission of Silverpeak Corp., as a one hundred percent (100%) member of the Company for all purposes.
4. The Company will become a fully owned subsidiary of Silverpeak Corp. and Silverpeak Corp. hereby accepts and agrees to be bound by each and every provision of the Operating Agreement of the Company, a true and accurate copy of which is attached hereto and incorporated herein by this reference thereto.
5. The Company hereby redeems the membership interest of Chapman Ducote and James Young.
6. Exhibit A of the Operating Agreement of Sopris Labs, LLC, a Colorado limited liability company, is hereby amended in its entirety to read as follows:

EXHIBIT A

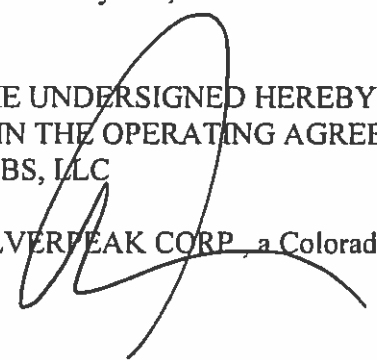
<u>Member</u>	<u>Percentage Ownership/Membership Units</u>
Silverpeak Corp.	100%
Total	100%

IN WITNESS WHEREOF the undersigned Members, intending to be legally bound have executed this Agreement on the dates indicated below.


Sopris Labs, LLC
A Colorado Limited Liability Company

By: _____
Name: Chapman Ducote
Title: Managing Member (Majority Interest Holder)
Date: July 25th, 2019

THE UNDERSIGNED HEREBY AGREES TO
JOIN THE OPERATING AGREEMENT OF SOPRIS
LABS, LLC


SILVERPEAK CORP, a Colorado corporation

By: _____
Name: Chapman Ducote
Title: Chief Executive Officer

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 Ducote, 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;

- (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.

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 December 15, 2017
Title: Managing Member

James Young

By: _____
Name: James Young December 15, 2017
Title: Member

Mike Hopson

By: _____
Name: Mike Hopson December 15, 2017
Title: Member

EXHIBIT "A"

Member	Capital Contribution	Percentage Ownership/ Membership Units
Chapman Ducote	\$90,000.00	90%
James Young	\$5,000.00	5%
Mike Hopson	\$5,000.00	5%
TOTAL	\$100,000	100%

BYLAWS

of

SILVERPEAK CORP.
a Colorado corporation

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BYLAWS
of
SILVERPEAK CORP.

ARTICLE 1 - OFFICES

1.1 Principal Office. The principal office of SILVERPEAK CORP., a Colorado corporation (Corporation) shall be located at 232 Woods Road, Aspen, Colorado. The Corporation may have such other offices within the State of Colorado as its Board of Directors may designate or as the business of the Corporation may require from time to time.

1.2 Registered Office. The registered office of the Corporation, required by the Colorado Business Corporation Act (Act) to be maintained in the State of Colorado, may, but need not, be identical with the principal office in the State of Colorado, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE 2 - SHAREHOLDERS

2.1 Annual Shareholders' Meeting. The annual meeting of the Shareholders may be held on the date and at the time and place fixed from time to time by Resolution of the Board of Directors; provided, however, each successive annual meeting may be held on a date within twelve (12) months after the last annual meeting.

2.2 Special Shareholders' Meeting. A special meeting of the Shareholders, for any purpose, unless otherwise prescribed by statute, may be called by the President or by the Board of Directors. The Corporation shall also hold a special Shareholders' meeting in the event it receives, in the manner specified in Section 8.3, one or more written demands for the meeting stating the purpose or purposes for which it is to be held and signed and dated by the holders of shares representing not less than ten percent (10%) of all the votes entitled to be cast on any issue at the meeting. Special Shareholders' meetings shall be held at the principal office of the Corporation or at such other place as the President or Board of Directors may determine.

2.3 Record Date for Determination of Shareholders.

(a) In order to make a determination of Shareholders (1) entitled to notice of, or to, vote at any Shareholders' meeting or at any adjournment of a Shareholders' meeting; (2) entitled to demand a special Shareholders' meeting; (3) entitled to take any other action; (4) entitled to receive payment of a share dividend or a distribution; or (5) for any other purpose, the Board of Directors may fix a future date as the record date for such determination of Shareholders. The record date may be fixed not more than seventy (70) days before the date of the proposed action.

(b) Unless otherwise specified when the record date is fixed, the time of day for determination of Shareholders shall be as of the Corporation's close of business on the record date.

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

(d) If no record date is otherwise fixed, the record date for determining Shareholders entitled to be given notice of, and to vote at, an annual or special Shareholders' meeting is the day before the first notice is given to Shareholders.

(e) The record date for determining Shareholders entitled to take action without a meeting pursuant to Sections 2.10 and 2.11 is the date a writing upon which the action is taken is first received by the Corporation.

2.4 Voting List

(a) After a record date is fixed for a Shareholders' meeting, the Secretary for the Corporation shall prepare a list of the names of all its Shareholders who are entitled to be given notice of the meeting.

(b) The Shareholders' list shall be available for inspection by any Shareholder, beginning the earlier of ten (10) days before the meeting for which the list was prepared or two (2) business days after notice of the meeting is given and continuing through the meeting, and any adjournment thereof, at the Corporation's principal office or at a place identified in the notice of the meeting in the city where the meeting will be held.

(c) The Secretary shall make the Shareholders' list available at the meeting and any Shareholder or agent or attorney of a Shareholder is entitled to inspect the list at any time during the meeting or any adjournment.

2.5 Notice to Shareholders

(a) The Secretary shall give notice to Shareholders of the date, time, and place of each annual and special Shareholders' meeting no fewer than ten (10) nor more than sixty (60) days before the date of the meeting; except that, if the Articles of Incorporation are to be amended to increase the number of authorized shares, at least thirty (30) days' notice shall be given. Except as otherwise required by the Act, the Secretary shall be required to give such notice only to Shareholders entitled to vote at the meeting.

(b) Notice of an annual Shareholders' meeting need not include a description of the purpose or purposes for which the meeting is called unless a purpose of the meeting is to consider an amendment to the Articles of Incorporation, a restatement of the Articles of Incorporation, a plan of merger or share exchange, disposition of substantially all of the property of the Corporation, consent by the Corporation to the disposition of property by another entity, or dissolution of the Corporation.

(c) Notice of a special Shareholders' meeting shall include a description of the purpose for which the meeting is called.

(d) Notice of a Shareholders' meeting shall be in writing and shall be given:

(i) by deposit in the United States mail, properly addressed to the Shareholders' address shown in the Corporation's current record of Shareholders, first class postage prepaid, and, if so given, shall be effective when mailed; or

(ii) by electronically transmitted facsimile, electronic mail, mail, or private carrier or by personal delivery to the Shareholder and, if so given, shall be effective when actually received by the Shareholder.

(e) If an annual or special Shareholders' meeting is adjourned to a different date, time, or place, notice need not be given of the new date, time, or place if the new date, time, or place is announced at the meeting before adjournment; provided, however, if a new record date for the adjourned meeting is fixed pursuant to Section 2.3(c), notice of the adjourned meeting shall be given to persons who are Shareholders as of the new record date.

(f) If three (3) successive notices are given by the Corporation, whether with respect to a Shareholders' meeting or otherwise, to a Shareholder and are returned as undeliverable, no further notices to such Shareholder shall be necessary until another address for the Shareholder is made known to the Corporation.

2.6 Quorum. Shares entitled to vote as a separate voting group may take action on a matter at a meeting only if a quorum of those shares exists with respect to that matter. A majority of the votes entitled to be cast on the matter by the voting group shall constitute a quorum of that voting group for action on the matter. If a quorum does not exist with respect to any voting group, the President or any Shareholder or proxy present at the meeting, whether or not a member of that voting group, may adjourn the meeting to a different date, time, or place, and (subject to the next sentence) notice need not be given of the new date, time, or place if the new date, time, or place is announced at the meeting before adjournment. If a new record date for the adjourned meeting is or must be fixed pursuant to Section 2.3(c), notice of the adjourned meeting shall be given, pursuant to Section 2.5, to persons who are Shareholders as of the new record date. At any adjourned meeting at which a quorum exists, any matter may be acted upon that could have been acted upon at the meeting originally called; provided, however, if new notice is given of the adjourned meeting, then such notice shall state the purpose or purposes of the adjourned meeting sufficiently to permit action on such matters. Once a share is represented for any purpose at a meeting, including the purpose of determining a quorum exists, it is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is or shall be set for that adjourned meeting.

2.7 Voting Entitlement of Shares. Except as stated in the Articles of Incorporation, each outstanding full share is entitled to one (1) vote, fractional shares are not entitled to a corresponding fractional vote, on each matter voted on at a Shareholders' meeting.

2.8 Proxies; Acceptance of Votes; and Consents.

- (a) A Shareholder may vote either in person or by proxy.
- (b) An appointment of a proxy is not effective against the Corporation until the appointment is received by the Corporation. An appointment is valid for eleven (11) months unless a different period is expressly provided in the appointment form.
- (c) The Corporation may accept or reject any appointment of a proxy, revocation of appointment of a proxy, vote, consent, waiver, or other writing purportedly signed by or for a Shareholder if such acceptance or rejection is in accordance with the provisions of C.R.S. §§ 7-107-203 and 7-107-205 of the Act.

2.9 Waiver of Notice.

- (a) A Shareholder may waive any notice required by the Act, the Articles of Incorporation, or these Bylaws, whether before or after the date or time stated in the notice as the date or time when any action will occur or has occurred. The waiver shall be in writing, signed by the Shareholder entitled to the notice, and delivered to the Corporation for inclusion in the minutes or filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver.
- (b) A Shareholder's attendance at a meeting waives objection to lack of notice or defective notice of the meeting unless the Shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice, and waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Shareholder objects to considering the matter when it is presented.

2.10 Action by Shareholders Without a Meeting. Any action required or permitted to be taken at a Shareholders' meeting may be taken without a meeting if the Shareholders, with a m the Shareholders entitled to vote thereon consent to such action in writing. Action taken pursuant to this Section 2.10 shall be effective when the Corporation has received writings that describe and consent to the action signed by all of the Shareholders entitled to vote thereon. Action taken pursuant to this Section 2.10 shall be effective as of the date stated in the last writing necessary to effect the action, which may be before or after the date the writings are received by the Corporation. Such action shall have the same effect as action taken at a meeting of Shareholders and may be described as such in any document. Any Shareholder who has signed a writing describing and consenting to action taken pursuant to this Section 2.10 may revoke such consent by a writing signed by the Shareholder describing the action and stating the Shareholder's prior consent thereto is revoked, if such writing is received by the Corporation before the effectiveness of the action.

2.11 Meetings by Telecommunications. Any or all of the Shareholders may participate in an annual or special Shareholders' meeting by, or the meeting may be conducted through, the use of any means of communication by which all persons participating in the meeting may hear each other during the meeting. A Shareholder participating in a meeting by this means is deemed to be present in person at the meeting.

ARTICLE 3 - DIRECTORS

3.1 Authority of the Board of Directors. The corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, a Board of Directors (Board).

3.2 Number. The number of Directors shall be fixed by resolution of the Board from time to time and may be increased or decreased by resolution adopted by the Board from time to time, but no decrease in the number of Directors shall have the effect of shortening the term of any incumbent Director.

3.3 Qualification. Directors shall be persons at least eighteen (18) years of age.

3.4 Election. The Board shall be elected at the annual meeting of the Shareholders or at a special meeting called for that purpose.

3.5 Term. Each Director shall be elected to hold office until the next annual meeting of Shareholders and until the Director's successor is elected and qualified. By resolution of the Shareholders and Board, the Directors may have terms of office of up to six (6) years. The Directors may be divided into classes, with the terms of each class staggered to provide for the periodic election of less than all the Directors.

3.6 Resignation. A Director may resign at any time by giving written notice of his or her resignation to any other Director or, if the Director is not also the Secretary, to the Secretary. The resignation shall be effective when it is received by the other Director or Secretary, as the case may be, unless the notice of resignation specifies a later effective date. Acceptance of such resignation shall not be necessary to make it effective unless the notice so provides.

3.7 Removal. Any Director may be removed by the Shareholders, with or without cause, at a meeting called for that purpose. The notice of the meeting shall state that the purpose, or one of the purposes, of the meeting is removal of the Director. A Director may be removed only if the number of votes cast in favor of removal exceeds the number of votes cast against removal.

3.8 Vacancies.

(a) If a vacancy occurs on the Board, including a vacancy resulting from an increase in the number of Directors:

(i) The Shareholders may fill the vacancy at the next annual meeting or at a special meeting called for that purpose; or

(ii) The Board may fill the vacancy; or

(iii) If the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office.

(b) Notwithstanding Section 3.8(a), if the vacant office was held by a Director elected by a voting group of Shareholders, then, if one or more of the remaining Directors were elected by the same voting group, only such Directors are entitled to vote to fill the

vacancy if it is filled by Directors, and they may do so by the affirmative vote of a majority of such Directors remaining in office; and only the holders of shares of that voting group are entitled to vote to fill the vacancy if it is filled by the Shareholders.

(c) A vacancy that will occur at a specific later date, by reason of a resignation that will become effective at a later date under Section 3.6, or otherwise, may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

3.9 Meetings. The Board may hold regular or special meetings in or out of Colorado. A regular meeting shall be held in the principal office of the Corporation on the date and at the time and place fixed from time to time by agreement of the Board without notice of the date, time, place, or purpose of the meeting; provided, however, an annual Board meeting shall be held. The Board may, by resolution, establish other dates, times, and places for additional regular meetings, which may thereafter be held without further notice. Special meetings may be called by the President or by any two (2) Directors and shall be held at the principal office of the Corporation unless another place is consented to by every Director. At any time when the Board consists of a single Director, that Director may act at any time, date, or place without notice.

3.10 Notice of Special Meeting. Notice of a special meeting shall be given to every Director at least twenty-four (24) hours before the time of the meeting, stating the date, time, and place of the meeting. The notice need not describe the purpose of the meeting. Notice may be given orally to the Director, personally, or by telephone or other wire or wireless communication. Notice may also be given in writing by telegraph, teletype, electronically transmitted facsimile, electronic mail, mail, or private carrier. Notice shall be effective at the earliest time it is received; five (5) days after it is deposited in the United States mail, properly addressed to the last address for the Director shown on the records of the Corporation, first class postage prepaid; or the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, postage prepaid, in the United States mail, and if the return receipt is signed by the Director to which the notice is addressed.

3.11 Quorum. Except as provided in Section 3.8, a majority of the number of Directors fixed in accordance with these Bylaws shall constitute a quorum for the transaction of business at all meetings of the Board. The act of a majority of the Directors present at any meeting at which a quorum is present shall be the act of the Board, except as otherwise specifically required by law.

3.12 Waiver of Notice.

(a) A Director may waive any notice of a meeting before or after the time and date of the meeting stated in the notice. Except as provided by Section 3.12(b), the waiver shall be in writing and shall be signed by the Director. Such waiver shall be delivered to the Secretary for filing with the corporate records, but such delivery and filing shall not be conditions of the effectiveness of the waiver.

(b) A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless, at the beginning of the meeting or promptly upon his or her later arrival, the Director objects to holding the meeting or transacting business at the meeting because of lack of notice or defective notice and does not thereafter vote for or assent to action taken at the meeting.

3.13 Attendance by Telephone. One or more Directors may participate in a regular or special meeting by, or conduct the meeting through, the use of any of any means of communication

by which all Directors participating may hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

3.14 Deemed Assent to Action. A Director who is present at a meeting of the Board when corporate action is taken shall be deemed to have assented to all action taken at the meeting unless:

(a) The Director objects at the beginning of the meeting, or promptly upon his or her arrival, to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to any action taken at the meeting; or

(b) The Director contemporaneously requests his or her dissent or abstention as to any specific action taken be entered in the Minutes of the meeting; or

(c) The Director causes written notice of his or her dissent or abstention as to any specific action to be received by the presiding officer of the meeting before adjournment of the meeting or by the Secretary (or, if the Director is the Secretary, by another Director) promptly after adjournment of the meeting.

The right of dissent or abstention pursuant to this Section 3.14, as to a specific action, is not available to a Director who votes in favor of the action taken.

3.15 Action by Directors Without a Meeting. Any action required or permitted by law to be taken at a Board meeting may be taken without a meeting if all members of the Board consent to such action in writing. Action shall be deemed to have been so taken by the Board at the time the last Director signs a writing describing the action taken, unless, before such time, any Director has revoked his or her consent by a writing signed by the Director and received by the Secretary or any other person authorized by the Bylaws or the Board to receive such a revocation. Such action shall be effective at the time and date it is so taken unless the Directors establish a different effective time or date. Such action has the same effect as action taken at a meeting of Directors and may be described as such in any document.

ARTICLE 4 - COMMITTEES OF THE BOARD OF DIRECTORS

4.1 Subject to the provisions of C.R.S. § 7-109-106, the Board may create one or more committees and appoint one or more members of the Board to serve on them. The creation of a committee and appointment of members to it shall require the approval of a majority of all the Directors in office when the action is taken, whether or not those Directors constitute a quorum of the Board.

4.2 The provisions of these Bylaws governing meetings, action without meeting, notice, waiver of notice, and quorum and voting requirements of the Board apply to committees and their members as well.

4.3 To the extent specified by resolution adopted from time to time by a majority of all the Directors in office when the resolution is adopted, whether or not those Directors constitute a quorum of the Board, each committee shall exercise the authority of the Board with respect to the corporate powers and the management of the business and affairs of the Corporation; except a committee shall not:

- (a) Authorize distributions;
- (b) Approve or propose to Shareholders action the Act requires to be approved by Shareholders;
- (c) Fill vacancies on the Board or on any of its committees;
- (d) Amend the Articles of Incorporation pursuant to C.R.S. § 7-110-102 of the Act;
- (e) Adopt, amend, or repeal bylaws;
- (f) Approve a plan of merger not requiring Shareholder approval;
- (g) Authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board;
- (h) Authorize or approve the issuance of sale of shares, or a contract for the sale of shares, or determine the designation and relative rights and preferences of shares, except that the Board may authorize a committee or an officer to do so within limits specifically prescribed by the Board; and
- (i) The creation of, delegation of authority to, or action by, a committee does not alone constitute compliance by a Director with applicable standards of conduct.

ARTICLE 5 - OFFICERS

5.1 General. The Corporation may have as officers a President, Vice-President, Secretary, and Treasurer, who shall be appointed by the Board. The Board may appoint as additional officers a chairman and other officers of the Board. The Board, the President, and such other subordinate officers as the Board may authorize from time to time, acting singly, may appoint as additional officers one or more vice presidents, assistant secretaries, assistant treasurers, and such other subordinate officers as the Board, the President, or such other appointing officers deem necessary or appropriate. The officers of the Corporation shall hold their offices for such terms and shall exercise such authority and perform such duties as shall be determined from time to time by these Bylaws, the Board, or (with respect to officers who are appointed by the President or other appointing officers) the persons appointing them; provided, however, the Board may change the term of offices and the authority of any officer appointed by the President or other appointing officers. Any two (2) or more offices may be held by the same person. The officers of the Corporation shall be persons at least eighteen (18) years old.

5.2 Term. Each officer shall hold office from the time of appointment until the time of removal or resignation pursuant to Section 5.3, or until the officer's death.

5.3 Removal and Resignation. Any officer appointed by the Board may be removed at any time by the Board. Any officer appointed by the President or other appointing officer may be removed at any time by the Board or by the person appointing the officer. Any officer may resign at any time by giving written notice of resignation to any Director (or to any Director other than the resigning officer if the officer is also a Director), to the President, to the Secretary, or to the officer who appointed the officer. Acceptance of such resignation shall not be necessary to make it effective, unless the notice so provides.

5.4 President. The President shall preside at all meetings of Shareholders, and the President shall also preside at all meetings of the Board unless the Board has appointed a chairman, vice chairman, or other officer of the Board and has authorized such person to preside at meetings of the Board instead of the President. The President of the Corporation shall also be a Director of the Corporation. Subject to the direction and control of the Board, the President shall have general and active management of the business of the Corporation and shall see all orders and resolutions of the Board are carried into effect. The President may negotiate, enter into, and execute contracts, deeds, and other instruments on behalf of the Corporation as are necessary and appropriate to the conduct to the business and affairs of the Corporation or as are approved by the Board. The President shall have such additional authority and duties as are appropriate and customary for the office of President and chief executive officer, except as the same may be expanded or limited by the Board from time to time.

5.5 Vice-President. The Vice-President or, if there are more than one, the Vice Presidents in the order determined by the Board or the President (or, if no such determination is made, in the order of their appointment), shall be the officer or officers next in seniority after the President. Each Vice President shall have such authority and duties as are prescribed by the Board or President. Upon the death, absence, or disability of the President, the Vice President or, if there are more than one, the Vice Presidents, in the order determined by the Board or the President, shall have the authority and duties of the President.

5.6 Secretary. The Secretary shall be responsible for the preparation and maintenance of minutes of the meetings of the Board and of the Shareholders and of the other records and information required to be kept by the Corporation under C.R.S. § 7-116-101 of the Act and for authenticating records of the Corporation. The Secretary shall also give, or cause to be given, notice of all meetings of the Shareholders and special meetings of the Board, keep the minutes of such meetings, have charge of the corporate seal and have authority to affix the corporate seal to any instrument requiring it (and, when so affixed, it may be attested by the Secretary's signature), be responsible for the maintenance of all other corporate records and files and for the preparation and filing of report to governmental agencies (other than tax returns), and have such other authority and duties as are appropriate and customary for the office of Secretary, except as the same may be expanded or limited by the Board from time to time.

5.7 Assistant Secretary. The Assistant Secretary, if any, or, if there are more than one, the Assistant Secretaries in the order determined by the Board or the Secretary (or, if no such determination is made, in the order of their appointment), shall, under the supervision of the Secretary, perform such duties and have such authority as may be prescribed from time to time by the Board or the Secretary. Upon the death, absence, or disability of the Secretary, the Assistant Secretary, if any, or if there are more than one, the Assistant Secretaries in the order designated by the Board or the Secretary (or, if no such determination is made, in the order of their appointment), shall have the authority and duties of the Secretary.

5.8 Treasurer. The Treasurer shall have control of the funds and the care and custody of all stocks, bonds, and other securities owned by the Corporation, and shall be responsible for the preparation and filing of tax returns. The Treasurer shall receive all moneys paid to the Corporation and, subject to any limits imposed by the Board, shall have authority to give receipts and vouchers, to sign and endorse checks and warrants in the Corporation's name and on the Corporation's behalf, and give full discharge for the same. The Treasurer shall also have charge of disbursement of funds of the Corporation, shall keep full and accurate records of the receipts and disbursements, and shall deposit all moneys and other valuable effects in the name and to the credit of the

Corporation in such depositories as shall be designated by the Board. The Treasurer shall have such additional authority and duties as are appropriate and customary for the office of Treasurer, except as the same may be expanded or limited by the Board from time to time.

5.9 Assistant Treasurer. The Assistant Treasurer, if any, or, if there are more than one, the Assistant Treasurers in the order determined by the Board or the Treasurer (or, if no such determination is made, in the order of their appointment) shall, under the supervision of the Treasurer, perform such duties and have such authority as may be prescribed from time to time by the Board or the Treasurer. Upon the death, absence, or disability of the Treasurer, the Assistant Treasurer, if any, or if there are more than one, the Assistant Treasurers in the order designated by the Board or the Treasurer (or, if no such determination is made, in the order of their appointment), shall have the authority and duties of the Treasurer.

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

ARTICLE 6 - INDEMNIFICATION

6.1 Definitions. As used in this Article 6:

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

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

(c) "Expenses" includes counsel fees.

(d) "Liability" means the obligation incurred with respect to a proceeding to pay a judgment, settlement, penalty, fine, including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses.

(e) "Official capacity" means, when used with respect to a Director, the office of Director in the Corporation and, when used with respect to a person other than a Director as contemplated in Section 6.1(b), the office in the Corporation held by the officer or the employment, fiduciary, or agency relationship undertaken by the employee, fiduciary, or agent on behalf of the Corporation. "Official capacity" does not include service for any other domestic or foreign Corporation or other person or employee benefit plan.

(f) "Party" includes a person who was, is, or is threatened to be made a named defendant or respondent in a proceeding.

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

6.2 Authority to Indemnify Directors.

(a) Except as provided in Section 6.2(d), the Corporation may indemnify a person made a party to a proceeding because the person is or was a Director against liability incurred in the proceeding if:

(i) The person conducted himself or herself in good faith; and

(ii) The person reasonably believed:

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

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

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

(b) A Director's conduct with respect to an employee benefit plan for a purpose the Director reasonably believed to be in the interests of the participants in or beneficiaries of the plan is conduct that satisfies the requirement of Section 6.2(a)(ii)(2). A Director's conduct with respect to an employee benefit plan for a purpose that the Director did not reasonably believe to be in the interests of the participants in or beneficiaries of the plan shall be deemed not to satisfy the requirements of Section 6.2(a)(i).

(c) The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent is not, of itself, determinative that the Director did not meet the standard of conduct described in this Section 6.2.

(d) The Corporation may not indemnify a Director under this Section 6.2:

(i) In connection with a proceeding by or in the right of the Corporation in which the Director was adjudged liable to the Corporation; or

(ii) In connection with any other proceeding charging that the Director derived an improper personal benefit, whether or not involving action in an official capacity, in which proceeding the Director was adjudged liable on the basis that he or she derived an improper personal benefit.

(e) Indemnification permitted under this Section 6.2, in connection with a proceeding by or in the right of the Corporation is limited to reasonable expenses incurred in connection with the proceeding.

6.3 Mandatory Indemnification of Directors. The Corporation shall indemnify a person who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which the person was a party because the person is or was a Director, against reasonable expenses incurred by him or her in connection with the proceeding.

6.4 Advance of Expenses to Directors.

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

(i) The Director furnishes to the Corporation a written affirmation of the Director's good faith belief he or she has met the standard of conduct described in Section 6.2.

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

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

(b) The undertaking required by Section 6.4(a)(ii) shall be an unlimited general obligation of the Director but need not be secured and may be accepted without reference to financial ability to make repayment.

(c) Determinations and authorizations of payments under this Section 6.4 shall be made in the manner specified in Section 6.6.

6.5 Court-Ordered Indemnification of Directors. A Director who is or was a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice the court considers necessary, may order indemnification in the following manner:

(a) If it determines the Director is entitled to mandatory indemnification under Section 6.3, the court shall order indemnification, in which case the court shall also order the Corporation to pay the Director's reasonable expenses incurred to obtain court-ordered indemnification.

(b) If it determines the Director is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the Director met the standard of conduct set forth in Section 6.2(a) or was adjudged liable in the circumstances described in Section 6.2(d), the court may order such indemnification as the court deems proper; except the indemnification with respect to any proceeding in which liability shall have been adjudged in the circumstances described in Section 6.2(d), is limited to reasonable expenses incurred in connection with the proceeding and reasonable expenses incurred to obtain court-ordered indemnification.

6.6 Determination and Authorization of Indemnification of Directors.

(a) The Corporation may not indemnify a Director under Section 6.2 unless authorized in the specific case after a determination has been made that indemnification of the Director is permissible in the circumstances because the Director has met the standard of conduct set forth in Section 6.2. The Corporation shall not advance expenses to a Director under Section 6.4 unless authorized in the specific case after the written affirmation and undertaking required by Section 6.4(a)(i) and (ii) are received and the determination required by Section 6.4(a)(iii) has been made.

(b) The determination required by Section 6.6(a) shall be made:

(i) By the Board by a majority vote of those present at a meeting at which a quorum is present, and only those Directors not parties to the proceeding shall be counted in satisfying the quorum; or

(ii) If a quorum cannot be obtained, by a majority vote of a committee of the Board designated by the Board, which committee shall consist of two (2) or more Directors not parties to the proceeding; except Directors who are parties to the proceeding may participate in the designation of Directors for the committee.

(c) If a quorum cannot be obtained as contemplated in Section 6.6(b)(i) and a committee cannot be established under Section 6.6(b)(ii) if a quorum is obtained or a committee is designated, if a majority of the Directors constituting such quorum or such committee so directs, the determination required to be made by Section 6.6(a) shall be made:

(i) By independent legal counsel selected by a vote of the Board or the committee in the manner specified in Section 6.6(b)(i) or (ii) or, if a quorum of the full Board cannot be obtained and a committee cannot be established, by independent legal counsel selected by a majority vote of the full Board; or

(ii) By the Shareholders.

(d) Authorization of indemnification and advance of expenses shall be made in the same manner as the determination that indemnification or advance of expenses is permissible; except that, if the determination that indemnification or advance of expenses is permissible is made by independent legal counsel, authorization of indemnification and advance of expenses shall be made by the body that selected such counsel.

6.7 Indemnification of Shareholders, Officers, Employees, Fiduciaries, and Agents.

(a) Officers and Shareholders are entitled to mandatory indemnification under Section 6.3 and are entitled to apply for court-ordered indemnification under Section 6.5 in each case to the same extent as a Director.

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

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

6.8 Insurance. The Corporation may purchase and maintain insurance on behalf of a person who is or was a Director, officer, employee, fiduciary, or agent of the Corporation, or who, while a Director, officer, employee, fiduciary, or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, partner, trustee, employee, fiduciary, or agent of another domestic or foreign corporation or other person or of an employee benefit plan, against liability asserted against or incurred by the person in that capacity or arising from his or her status as a Director, officer, employee, fiduciary, or agent, whether or not the Corporation would have power to indemnify the person against the same liability under Section 6.2, 6.3, or 6.7. Any such insurance may be procured from any insurance company designated by the Board, whether such insurance company is formed under the laws of this state or any other jurisdiction of the United States or elsewhere, including any insurance company in which the Corporation has an equity or any other interest through stock ownership or otherwise.

6.9 Notice to Shareholders of Indemnification of Director. If the Corporation indemnifies or advances expenses to a Director under this Article in connection with a proceeding by or in the right of the Corporation, the Corporation shall give written notice of the indemnification or advance to the Shareholders with or before the notice of the next Shareholders' meeting. If the next Shareholder action is taken without a meeting at the instigation of the Board, such notice shall be given to the Shareholders at or before the time the first Shareholder signs a writing consenting to such action.

ARTICLE 7 - SHARES

7.1 Certificates. Certificates representing shares of the capital stock of the Corporation shall be in such form as is approved by the Board and shall be signed by the chairman or vice chairman of the Board (if any), or the President or Vice President, and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer. All certificates shall be consecutively numbered and the names of the owners, the number of shares, and the date of issue shall be entered on the books of the Corporation. Each certificate representing shares shall state upon its face:

- (a) That the Corporation is organized under the laws of the State of Colorado;
- (b) The name of the person to whom issued;
- (c) The number and class of the shares and the designation of the series, if any, that the certificate represents;
- (d) The par value, if any, of each share represented by the certificate;
- (e) Any restrictions imposed the Corporation upon the transfer of the shares represented by the certificate.

7.2 Facsimile Signatures. Where a certificate is signed:

- (a) By a transfer agent other than the Corporation or its employee, or
- (b) By a registrar other than the Corporation or its employee,

any or all of the officers' signatures on the certificate required by Section 7.1 may be by facsimile. If any officer, transfer agent or registrar who has signed, or whose facsimile signature or signatures have been placed on any certificate, shall cease to be such officer, transfer agent, or registrar, whether because of death, resignation, or otherwise, before the certificate is issued by the Corporation, it may nevertheless be issued by the Corporation with the same effect as if he or she were such officer, transfer agent, or registrar at the date of issue.

7.3 Transfer of Shares. Transfers of shares shall be made on the books of the Corporation only upon presentation of the certificate or certificates representing such shares properly endorsed by the person or persons appearing upon the face of such certificate to be the owner, or accompanied by a proper transfer or assignment separate from the certificate, except as may otherwise be expressly provided by the statutes of the State of Colorado or by order of a court of competent jurisdiction. The officers or transfer agents of the Corporation may, in their discretion, require a signature guaranty before making any transfer. The Corporation shall be entitled to treat the person in whose name any shares are registered on its books as the owner of those shares for all purposes and shall not be bound to recognize any equitable or other claim or interest in the share on the part of any other person, whether or not the Corporation shall have notice of such claim or interest.

7.4 Limitation on Transfer of Shares. The shares of any Shareholder are not assignable or transferable and any Shareholder who ceases to be, or for any reason is ineligible to be, a Shareholder, shall be acquired either by the Corporation or by the other Shareholders of the Corporation. The terms of the transfer of the ineligible Shareholder's shares shall be determined by resolution of the Board or by Shareholder agreements with provisions in compliance with this Section 7.4.

ARTICLE 8 - MISCELLANEOUS

8.1 Corporate Seal. The Board may adopt a seal, circular in form and bearing the name of the Corporation and the words "SEAL" and "COLORADO," which, when adopted, shall constitute the seal of the Corporation. The seal may be used by causing it or a facsimile of it to be impressed, affixed, manually reproduced, or rubber stamped with indelible ink.

8.2 Fiscal Year. The Board may, by resolution, adopt a fiscal year for the Corporation.

8.3 Receipt of Notices by the Corporation. Notices, Shareholder writings consenting to action, and other documents or writings shall be deemed to have been received by the Corporation when they are received:

- (a) At the registered office of the Corporation in the State of Colorado;
- (b) At the principal office of the Corporation (as that office is designated in the most recent document filed by the Corporation with the Secretary of State for the State of Colorado designating a principal office) addressed to the attention of the Secretary of the Corporation;

- (c) By the Secretary of the Corporation wherever the Secretary may be found; or
- (d) By any other person authorized from time to time by the Board, the President, or the Secretary to receive such writings, wherever such person is found.

ARTICLE 9 – [Intentionally Omitted]

ARTICLE 10 – EMERGENCY BYLAWS

10.1 The Emergency Bylaws provided in this Article 10 shall be operative during any emergency in the conduct of the business of the Corporation resulting from a catastrophic event that prevents the normal functioning of the offices of the Corporation, notwithstanding any different provision in the preceding articles of the Bylaws, in the Articles of Incorporation of the Corporation, or in the Act. To the extent not inconsistent with the provisions of this Article, the Bylaws provided in the preceding articles shall remain in effect during such emergency and upon its termination the Emergency Bylaws shall cease to be operative.

10.2 During any such emergency:

(a) A meeting of the Board may be called by any officer or Director of the Corporation. Notice of the time and place of the meeting shall be given by the person calling the meeting to such of the Directors as it may be feasible to reach by any available means of communication. Such notice shall be given at such time in advance of the meeting as circumstances permit in the judgment of the person calling the meeting.

(b) At any such meeting of the Board, a quorum shall consist of the number of Directors in attendance at such meeting.

(c) The Board, either before or during any such emergency, may, effective in the emergency, change the principal office or designate several alternative principal offices, or authorize the officers to do so.

(d) The Board, either before or during any such emergency, may provide, and from time to time modify, lines of succession in the event that during such an emergency any or all officers or agents of the Corporation shall for any reason be rendered incapable of discharging their duties.

(e) No officer, Director or employee acting in accordance with these Emergency Bylaws shall be liable except for willful misconduct.

(f) These Emergency Bylaws shall be subject to repeal or change by further action of the Board or by action of the Shareholders, but no such repeal or change shall modify the provisions of the next preceding paragraph with regard to action taken prior to the time of such repeal or change. Any amendment of these Emergency Bylaws may make any further or different provision that may be practical and necessary for the circumstances of the emergency.

ARTICLE 11 - AMENDMENT OF BYLAWS

These Bylaws may at any time and from time to time be amended, supplemented, or repealed by the Board.

THE UNDERSIGNED DIRECTORS have adopted the foregoing Bylaws as the Bylaws of SILVERPEAK CORP., effective July 24, 2019.

SILVERPEAK CORP.
a Colorado corporation

By: 

Chapman Ducote
Its President, Director

CERTIFICATE

I hereby certify that the foregoing Bylaws, consisting of seventeen (17) pages, including this page, constitute the Bylaws of SILVERPEAK CORP., adopted by the Board of Directors of the Corporation as of July 24, 2019.

SILVERPEAK CORP.
a Colorado corporation

By: _____

Larry Healy
Its Secretary

**ORGANIZATIONAL RESOLUTIONS
BY WRITTEN CONSENT
OF THE DIRECTOR OF
SILVERPEAK CORP.**

The undersigned, being the sole Director (the "Director") of **Silverpeak Corp.**, a Colorado corporation (the "Corporation"), hereby makes the following written statement in lieu of holding an organizational meeting:

1. Articles of Incorporation: The Articles of Incorporation of the Corporation (the "Articles") as filed pursuant to Sections 7-102-101 and 7-102-102 of the Colorado Revised Statutes with the Office of the Secretary of State of the State of Colorado on July 23rd, 2019 be, and it hereby is, approved and adopted and ordered filed with the records of the Corporation.
2. Bylaws: A set of bylaws in the form attached hereto as Exhibit A, has been reviewed in its entirety and is hereby adopted as the bylaws of the Corporation.
3. Incorporator: All actions previously taken by the incorporator of the Corporation are ratified, confirmed, and approved.
4. Officers: The following individuals are elected to serve until their successor is elected and qualified, or until their earlier resignation, removal from office, or death:

**Chapman Ducote – President
Larry Healy – Chief Operating Officer
Denise Kantrowitz – Chief Accounting Officer**

5. Stock Certificates: The certificates of shares of the Corporation shall be in the form attached hereto as Exhibit B.
6. Contribution Agreement: The Director has reviewed that certain Contribution Agreement, attached hereto as Exhibit C (the "Contribution Agreement") and it is hereby

RESOLVED, that the Contribution Agreement be, and hereby is, approved and adopted and the proper officer of the Corporation be and hereby is directed to execute and deliver the Contribution Agreement on behalf of the Corporation.

7. Issuance of Stock: With regard to the issuance of shares of the Corporation pursuant to the Contribution Agreement, it is hereby

RESOLVED, that the President be, and hereby is, authorized to issue fully paid and non-assessable shares of the common stock Corporation to the person and in the amount set forth below:

<u>Name</u>	<u>Shares</u>
SILVERPEAK HOLDINGS LLC, A Colorado limited liability company	99,750

James Young, a resident of Colorado 250

8. Seal: The form of corporate seal, conforming to the provisions of the bylaws of the Corporation, imprinted below, is hereby adopted as the seal of the Corporation.

9. Payment of Organizational Expenses: The President of the Corporation is authorized and directed to pay, in full, from the corporate funds, the expenses of organizing the Corporation.

10. Registered Agent: The registered office and registered agent of the Corporation, initially fixed by the terms of Article II of the Certificate, will be retained pending further action by the Directors.

11. Bank Account: The President of the Corporation is authorized to designate any bank or banks as depositories of the Corporation as follows:

RESOLVED, that the President of the Corporation is hereby authorized, in the name and on behalf of the Corporation, to establish accounts with such financial institutions located in such cities and states as he, in his sole and absolute discretion, shall deem necessary or desirable, and that such accounts be established in accordance with and governed by the general rules and regulations of such financial institutions.

FURTHER RESOLVED, that the Director of the Corporation hereby approves and adopts any and all additional resolutions required by any such financial institution to facilitate the establishment of such accounts.

FURTHER RESOLVED, that the President of the Corporation is hereby authorized to certify to any such financial institution that the resolutions in the particular form required by such financial institution were duly adopted and approved by the Director of the Corporation on the date of this instrument, or any date subsequent thereto, and the President is instructed to retain a copy of such resolutions in the permanent records of the Corporation.

12. Further Action: The President of the Corporation is hereby authorized and directed in the name of and on behalf of the Corporation and under its corporate seal, or otherwise, to take such actions as he deems necessary or appropriate to carry out the intent and accomplish the purposes of the foregoing resolutions.

Effective as of the 24th day of July, 2019.

DIRECTOR.

Chapman Ducote



TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623

Board of Trustees Agenda Memorandum

Item No: Consent Agenda

Meeting Date: September 24, 2019

TITLE: Appointment of alternate member to full member of the Parks & Recreation Commission

SUBMITTING: Parks & Recreation Department

PURPOSE: Appointment by BOT for Genevieve Villamizar to a full member position on Parks & Recreation Commission to serve out the term of commission member Tod Chamberlin who has resigned.

BACKGROUND: We will be advertising for an open alternate seat on the commission to fill this vacancy created by Genevieve becoming a full member

RECOMMENDATION: The Parks & Recreation Commission made a motion to recommend the appointment of Genevieve Villamizar to serve out the remainder of Tod's term, which will expire in August 2021.

Prepared By: Eric Brendlinger, Parks & Recreation Director

JH
Town Manager

TOWN OF CARBONDALE

APPLICATION FOR APPOINTMENT OR REAPPOINTMENT TO TOWN ADVISORY BOARDS AND COMMISSIONS

THIS IS AN APPLICATION FOR APPOINTMENT _____ REAPPOINTMENT ✓

NAME OF APPLICANT: Genevieve Villamizar
 MAILING ADDRESS: 134 Sopris Avenue, Citale 81623
 STREET ADDRESS OF RESIDENCE: same
 TELEPHONE: (Work) _____ (Home) 337.215.1401
 OTHER PHONE: _____ E-MAIL: goodguy2019@gmail.com

INDICATE WHERE YOU WOULD LIKE YOUR AGENDAS AND INFORMATIONAL MATERIALS DELIVERED:

email above

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

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

Parks + Rec Commission

NEW APPOINTMENT ONLY:

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

The last several months on Parks + Rec have given me a deeper understanding of how the commission works + what its priorities are. With the town pursuing its current goal of reducing water use, and the P&R's goal of preparing parks for climate change & resiliency, I believe I have a skillset beneficial to P&R as a 25+ year landscape designer + env. mgmt. graduate student. I am

Signature



Date

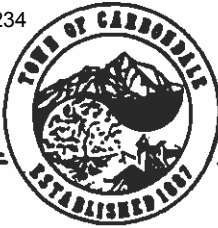
Sept 5, 2019

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

eager to
 contribute
 to our
 community.

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

Mayor and Board of Trustees
 Town of Carbondale



Town of Carbondale Police Department

511 Colorado Avenue, Suite 911 Carbondale, Colorado 81623 (970) 963-2662

To: Mayor Dan Richardson and
Carbondale Board of Trustees

From: Gene Schilling
Chief of Police, Carbondale Police Department

Ref.: Liquor License Renewal Application for The Pig.

Date: August 26, 2019

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

Owner Jessica Hale

I recommend approval of the liquor license renewal application.

Colorado Liquor Retail License Application

<input type="checkbox"/> New License <input type="checkbox"/> New-Concurrent <input checked="" type="checkbox"/> Transfer of Ownership <input type="checkbox"/> State Property Only			
• 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			
1. Applicant is applying as a/an <input type="checkbox"/> Individual <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Association or Other <input type="checkbox"/> Corporation <input type="checkbox"/> 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 <i>Hale + Company LLC</i>			FEIN Number
2a. Trade Name of Establishment (DBA) <i>Patna Grille</i>		State Sales Tax Number	Business Telephone <i>5695</i>
3. Address of Premises (specify exact location of premises, include suite/unit numbers) <i>1054 Highway 133 Space A+H</i>			
City <i>Carbondale</i>	County <i>Garfield</i>	State <i>CO</i>	ZIP Code <i>81623</i>
4. Mailing Address (Number and Street) <i>PO Box 853</i>		City or Town <i>Carbondale</i>	State <i>CO</i> ZIP Code <i>81623</i>
5. Email Address <i>patnagrille.com</i>			
6. If the premises currently has a liquor or beer license, you must answer the following questions			
Present Trade Name of Establishment (DBA) <i>The Pig</i>		Present State License Number <i>4705408</i>	Present Class of License <i>Restaurant</i>
		Present Expiration Date <i>11/12/19</i>	
Section A		Section B (Cont.)	
Nonrefundable Application Fees		Liquor License Fees	
<input type="checkbox"/> Application Fee for New License.....\$550.00 <input type="checkbox"/> Application Fee for New License w/Concurrent Review.....\$650.00 <input checked="" type="checkbox"/> Application Fee for Transfer.....\$550.00		<input type="checkbox"/> Lodging & Entertainment - L&E (County).....\$500.00 <input type="checkbox"/> Manager Registration - H & R.....\$75.00 <input type="checkbox"/> Manager Registration - Tavern.....\$75.00 <input type="checkbox"/> Manager Registration - Lodging & Entertainment.....\$75.00 <input type="checkbox"/> Manager Registration - Campus Liquor Complex.....\$75.00	
Section B			
Liquor License Fees			
<input type="checkbox"/> Add Optional Premises to H & R.....\$100.00 X Total _____ <input type="checkbox"/> Add Related Facility to Resort Complex \$75.00 X Total _____ <input type="checkbox"/> Add Sidewalk Service Area.....\$75.00 <input type="checkbox"/> Arts License (City).....\$308.75 <input type="checkbox"/> Arts License (County).....\$308.75 <input type="checkbox"/> Beer and Wine License (City).....\$351.25 <input type="checkbox"/> Beer and Wine License (County).....\$436.25 <input type="checkbox"/> Brew Pub License (City).....\$750.00 <input type="checkbox"/> Brew Pub License (County).....\$750.00 <input type="checkbox"/> Campus Liquor Complex (City).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (County).....\$500.00 <input type="checkbox"/> Campus Liquor Complex (State).....\$500.00 <input type="checkbox"/> Club License (City).....\$308.75 <input type="checkbox"/> Club License (County).....\$308.75 <input type="checkbox"/> Distillery Pub License (City).....\$750.00 <input type="checkbox"/> Distillery Pub License (County).....\$750.00 <input type="checkbox"/> Hotel and Restaurant License (City).....\$500.00 <input type="checkbox"/> Hotel and Restaurant License (County).....\$500.00 <input checked="" type="checkbox"/> Hotel and Restaurant License w/one opt premises (City).....\$600.00 <input type="checkbox"/> Hotel and Restaurant License w/one opt premises (County).....\$600.00 <input type="checkbox"/> Liquor-Licensed Drugstore (City).....\$227.50 <input type="checkbox"/> Liquor-Licensed Drugstore (County).....\$312.50 <input type="checkbox"/> Lodging & Entertainment - L&E (City).....\$500.00		<input type="checkbox"/> Master File Location Fee.....\$25.00 X Total _____ <input type="checkbox"/> Master File Background.....\$250.00 X Total _____ <input type="checkbox"/> Optional Premises License (City).....\$500.00 <input type="checkbox"/> Optional Premises License (County).....\$500.00 <input type="checkbox"/> Racetrack License (City).....\$500.00 <input type="checkbox"/> Racetrack License (County).....\$500.00 <input type="checkbox"/> Resort Complex License (City).....\$500.00 <input type="checkbox"/> Resort Complex License (County).....\$500.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (City).....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (County).....\$160.00 <input type="checkbox"/> Related Facility - Campus Liquor Complex (State).....\$160.00 <input type="checkbox"/> Retail Gaming Tavern License (City).....\$500.00 <input type="checkbox"/> Retail Gaming Tavern License (County).....\$500.00 <input type="checkbox"/> Retail Liquor Store License-Additional (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store License-Additional (County).....\$312.50 <input type="checkbox"/> Retail Liquor Store (City).....\$227.50 <input type="checkbox"/> Retail Liquor Store (County).....\$312.50 <input type="checkbox"/> Tavern License (City).....\$500.00 <input type="checkbox"/> Tavern License (County).....\$500.00 <input type="checkbox"/> Vintners Restaurant License (City).....\$750.00 <input type="checkbox"/> Vintners Restaurant License (County).....\$750.00	
Questions? Visit: www.colorado.gov/enforcement/liquor for more information			
Do not write in this space - For Department of Revenue use only			
Liability Information			
License Account Number	Liability Date	License Issued Through (Expiration Date)	Total \$

Name <u>Hale & Company LLC</u>		Type of License <u>Restaurant</u>	Account Number <u>41656743</u>	
7. Is the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers under the age of twenty-one years?			Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
8. Has the applicant (including any of the partners if a partnership; members or managers if a limited liability company; or officers, stockholders or directors if a corporation) or managers ever (in Colorado or any other state):				
a. Been denied an alcohol beverage license?			<input type="checkbox"/> <input checked="" type="checkbox"/>	
b. Had an alcohol beverage license suspended or revoked?			<input type="checkbox"/> <input checked="" type="checkbox"/>	
c. Had interest in another entity that had an alcohol beverage license suspended or revoked?			<input type="checkbox"/> <input checked="" type="checkbox"/>	
If you answered yes to 8a, b or c, explain in detail on a separate sheet.				
9. Has a liquor license application (same license class), that was located within 500 feet of the proposed premises, been denied within the preceding two years? If "yes", explain in detail.			<input type="checkbox"/> <input checked="" type="checkbox"/>	
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?			<input type="checkbox"/> <input checked="" type="checkbox"/>	
			or	
Waiver by local ordinance?			<input type="checkbox"/> <input type="checkbox"/>	
Other: _____				
11. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of greater than (>) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.			<input type="checkbox"/> <input type="checkbox"/>	
12. Is your Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 3000 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of less than (<) 10,000? NOTE: The distance shall be determined by a radius measurement that begins at the principal doorway of the LLDS/RLS premises for which the application is being made and ends at the principal doorway of the Licensed LLDS/RLS.			<input type="checkbox"/> <input type="checkbox"/>	
13 a. For additional Retail Liquor Store only. Was your Retail Liquor Store License issued on or before January 1, 2016?			<input type="checkbox"/> <input type="checkbox"/>	
13 b. Are you a Colorado resident?			<input checked="" type="checkbox"/> <input type="checkbox"/>	
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)? If yes, identify the name of the business and list any <u>current</u> financial interest in said business including any loans to or from a licensee.			<input type="checkbox"/> <input checked="" type="checkbox"/>	
15. Does the applicant, as listed on line 2 of this application, have legal possession of the premises by ownership, lease or other arrangement?			<input checked="" type="checkbox"/> <input type="checkbox"/>	
<input type="checkbox"/> Ownership <input checked="" type="checkbox"/> Lease <input type="checkbox"/> Other (Explain in Detail) _____				
a. If leased, list name of landlord and tenant, and date of expiration, exactly as they appear on the lease:				
Landlord	Tenant	Expires		
<u>Alandale LTD Liability Co</u>	<u>Hale & Company LLC</u>	<u>12/2024</u>		
b. Is a percentage of alcohol sales included as compensation to the landlord? If yes, complete question 16.			<input type="checkbox"/> <input checked="" type="checkbox"/>	
c. Attach a diagram that designates the area to be licensed in black bold outline (including dimensions) which shows the bars, brewery, walls, partitions, entrances, exits and what each room shall be utilized for in this business. This diagram should be no larger than 8 1/2" X 11".				
16. Who, besides the owners listed in this application (including persons, firms, partnerships, corporations, limited liability companies) 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	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Last Name	First Name	Date of Birth	FEIN or SSN	Interest/Percentage
Attach copies of all notes and security instruments and any written agreement or details of any oral agreement, by which any person (including partnerships, corporations, limited liability companies, etc.) will share in the profit or gross proceeds of this establishment, and any agreement relating to the business which is contingent or conditional in any way by volume, profit, sales, giving of advice or consultation.				
17. Optional Premises or Hotel and Restaurant Licenses with Optional Premises:				
Has a local ordinance or resolution authorizing optional premises been adopted?			<input type="checkbox"/> <input type="checkbox"/>	
Number of additional Optional Premise areas requested. (See license fee chart)			<input type="text"/>	
18. For the addition of a Sidewalk Service Area per Regulation 47-302(A)(4), include a diagram of the service area and documentation received from the local governing body authorizing use of the sidewalk. Documentation may include but is not limited to a statement of use, permit, easement, or other legal permissions.				
19. Liquor Licensed Drugstore (LLDS) applicants, answer the following:				
a. Is there a pharmacy, licensed by the Colorado Board of Pharmacy, located within the applicant's LLDS premise?				
If "yes" a copy of license must be attached.				
<input type="checkbox"/> <input type="checkbox"/>				

Name Hale + Company LLC		Type of License Restaurant	Account Number 416 5674 3	
20. 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?		<input type="checkbox"/> Yes <input type="checkbox"/> 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?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
c. How long has the club been incorporated?				
d. Has applicant occupied an establishment for three years (three years required) that was operated solely for the reasons stated above?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
21. 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)		<input type="checkbox"/> Yes <input type="checkbox"/> No		
22. Campus Liquor Complex applicants answer the following:				
a. Is the applicant an institution of higher education?		Yes No <input type="checkbox"/> <input type="checkbox"/>		
b. Is the applicant a person who contracts with the institution of higher education to provide food services?		<input type="checkbox"/> Yes <input type="checkbox"/> No		
If "yes" please provide a copy of the contract with the institution of higher education to provide food services.				
23. For all on-premises applicants.				
a. Hotel and Restaurant, Lodging and Entertainment, Tavern License and Campus Liquor Complex, the Registered Manager must also submit an Individual History Record				
- DR 8404-I and fingerprint submitted to approved State Vendor through the Vendor's website. See application checklist, Section IV, for details.				
b. For all Liquor Licensed Drugstores (LLDS) the Permitted Manager must also submit an Manager Permit Application				
- DR 8000 and fingerprints.				
Last Name of Manager Hale		First Name of Manager Jessica		
24. Does this manager act as the manager of, or have a financial interest in, any other liquor licensed establishment in the State of Colorado? If yes, provide name, type of license and account number.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
25. Related Facility - Campus Liquor Complex applicants answer the following:				
a. Is the related facility located within the boundaries of the Campus Liquor Complex?		Yes No <input type="checkbox"/> <input type="checkbox"/>		
If yes, please provide a map of the geographical location within the Campus Liquor Complex.				
If no, this license type is not available for issues outside the geographical location of the Campus Liquor Complex.				
b. Designated Manager for Related Facility- Campus Liquor Complex				
Last Name of Manager		First Name of Manager		
26. Tax Information.				
a. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business?		Yes No <input type="checkbox"/> <input checked="" type="checkbox"/>		
b. Has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
27. If applicant is a corporation, partnership, association or limited liability company, applicant must list all Officers, Directors, General Partners, and Managing Members. In addition, applicant must list any stockholders, partners, or members with ownership of 10% or more in the applicant. All persons listed below must also attach form DR 8404-I (Individual History Record), and make an appointment with an approved State Vendor through their website. See application checklist, Section IV, for details.				
Name Jessica Hale	Home Address, City & State Herwood Springs, CO 81601	DOB	Position owner	%Owned 45
Name Jeffrey Hale	Home Address, City & State Herwood Springs, CO 81601	DOB	Position owner	%Owned 45
Name Hunter Hale	Home Address, City & State Herwood Springs, CO 81601	DOB	Position chef	%Owned 10
Name	Home Address, City & State	DOB	Position	%Owned
Name	Home Address, City & State	DOB	Position	%Owned
** If applicant is owned 100% by a parent company, please list the designated principal officer on above.				
** Corporations - the President, Vice-President, Secretary and Treasurer must be accounted for above (Include ownership percentage if applicable)				
** If total ownership percentage disclosed here does not total 100%, applicant must check this box:				
<input type="checkbox"/> Applicant affirms that no individual other than these disclosed herein owns 10% or more of the applicant and does not have financial interest in a prohibited liquor license pursuant to Article 3 or 5, C.R.S.				

Name	Hale & Company LLC	Type of License	Restaurant	Account Number	416.56743
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	Printed Name and Title			Date	
	Jessica Hale, Owner-Operator			8-8-19	
Report and Approval of Local Licensing Authority (City/County)					
Date application filed with local authority		Date of local authority hearing (for new license applicants; cannot be less than 30 days from date of application)			
August 23, 2019		September 24, 2019			
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:					
<input checked="" type="checkbox"/> Fingerprinted					
<input checked="" type="checkbox"/> Subject to background investigation, including NCIC/CCIC check for outstanding warrants					
That the local authority has conducted, or intends to conduct, an inspection of the proposed premises to ensure that the applicant is in compliance with and aware of, liquor code provisions affecting their class of license					
(Check One)					
<input type="checkbox"/> Date of inspection or anticipated date _____					
<input checked="" type="checkbox"/> Will conduct inspection upon approval of state licensing authority					
<input type="checkbox"/> Is the Liquor Licensed Drugstore (LLDS) or Retail Liquor Store (RLS) within 1,500 feet of another retail liquor license for off-premises sales in a jurisdiction with a population of > 10,000?					Yes No <input type="checkbox"/> <input type="checkbox"/>
<input type="checkbox"/> 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?					<input type="checkbox"/> <input type="checkbox"/>
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.					
<input type="checkbox"/> 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?					<input type="checkbox"/> <input type="checkbox"/>
The foregoing application has been examined; and the premises, business to be conducted, and character of the applicant are satisfactory. We do report that such license, if granted, will meet the reasonable requirements of the neighborhood and the desires of the adult inhabitants, and will comply with the provisions of Title 44, Article 4 or 3, C.R.S., and Liquor Rules. Therefore, this application is approved.					
Local Licensing Authority for		Telephone Number		<input type="checkbox"/> Town, City <input type="checkbox"/> County	
Signature	Print	Title		Date	
Signature	Print	Title		Date	

Individual History Record

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

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

1. Name of Business <i>Patina Grille</i>		Home Phone Number	Cellular Number <i>Same as home</i>	
2. Your Full Name (last, first, middle) <i>Hale, Jessica Anne</i>		3. List any other names you have used		
4. Mailing address (if different from residence)		Email Address <i>.....@patinagrille.com</i>		
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)				
Street and Number		City, State, Zip		
Current	<i>Glenwood Springs, CO 81601</i>		<i>8/2005 present</i>
Previous			
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)		Position Held	From To
<i>Treasure Valley LLC</i>	<i>851 N Hickory Ave, Meridian, ID 83642</i>		<i>VP Sales</i>	<i>1/2019 3/2019</i>
<i>Flagship Food Group</i>	<i>851 N. Hickory Ave, Meridian, ID 83642</i>		<i>VP Sales</i>	<i>8/2017 1/2019</i>
<i>Glutenfreeda Foods</i>	<i>200 E Washington Ave, Burlington, WA 98233</i>		<i>CMO</i>	<i>6/2006 8/2017</i>
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.				
Name of Relative	Relationship to You	Position Held	Name of Licensee	
<i>None</i>				
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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.

13a. Date of Birth		b. Social Security Number		c. Place of Birth		d. U.S. Citizen	
				CA		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
e. If Naturalized, state where				f. When		g. Name of District Court	
h. Naturalization Certificate Number		i. Date of Certification		j. If an Alien, Give Alien's Registration Card Number		k. Permanent Residence Card Number	
l. Height	m. Weight	n. Hair Color	o. Eye Color	p. Gender	q. Race	r. Do you have a current Driver's License/D? If so, give number and state.	
5' 10"	150	Brown	Brown	F	White	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # State CO	

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 80,000

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 80,000

* If corporate investment only please skip to and complete section (d)

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

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Cash			65,000
Cash			15,000

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

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
N/A				

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

Name of Lender	Address	Term	Security	Amount
N/A				

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 <i>Jessica Hale</i>	Print Signature Jessica Hale	Title Owner-Operator	Date 7/30/19
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Individual History Record

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

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

1. Name of Business <i>Patina Grille</i>	Home Phone Number <i>3</i>	Cellular Number <i>Same as home</i>
2. Your Full Name (last, first, middle) <i>Hale, Hunter Lee</i>	3. List any other names you have used <i>None</i>	
4. Mailing address (if different from residence)	Email Address <i>apatinagrille.com</i>	

5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)			
Street and Number	City, State, Zip	From	To
Current <i>Dr Apt 2013</i>	<i>Tempe, AZ 85281</i>	<i>8/2017</i>	<i>7/2019</i>
Previous <i>St</i>	<i>Glenwood Springs, CO 81601</i>	<i>8/2005</i>	<i>8/2015</i>

6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)				
Name of Employer or Business	Address (Street, Number, City, State, Zip)	Position Held	From	To
<i>The Riviera</i>	<i>702 Grand Ave, Glenwood Springs, CO 81601</i>	<i>Line Cook</i>	<i>05/2015</i>	<i>08/2015</i>
<i>Justice Snobs</i>	<i>1418, 328 Hyman Ave, Aspen, CO 81611</i>	<i>Line Cook</i>	<i>05/2016</i>	<i>08/2016</i>
<i>Shady Park</i>	<i>26 E University Dr, Tempe, AZ, 85281</i>	<i>Sous Chef</i>	<i>01/2016</i>	<i>07/2019</i>

7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.			
Name of Relative	Relationship to You	Position Held	Name of Licensee
<i>None</i>			

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

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.

13a. Date of Birth		13b. Social Security Number		13c. Place of Birth		13d. U.S. Citizen <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
13e. If Naturalized, state where		13f. When		13g. Name of District Court			
13h. Naturalization Certificate Number		13i. Date of Certification		13j. If an Alien, Give Alien's Registration Card Number		13k. Permanent Residence Card Number	
13l. Height	13m. Weight	13n. Hair Color	13o. Eye Color	13p. Gender	13q. Race	13r. Do you have a current Driver's License/ID? If so, give number and state <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No # _____ state <u>Arizona</u>	

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 80,000

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 0

* If corporate investment only please skip to and complete section (d)

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

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
N/A			

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

Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
N/A				

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

Name of Lender	Address	Term	Security	Amount
N/A				

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 	Print Signature Hunter Hule	Title Head Chef	Date 7/20/19
---	--------------------------------	--------------------	-----------------

Individual History Record

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

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

1. Name of Business <i>Patina Grille</i>		Home Phone Number <i>None</i>		Cellular Number <i>Same as home</i>	
2. Your Full Name (last, first, middle) <i>Hale, Jeffrey Lee</i>		3. List any other names you have used <i>Hale, Jeff Lee</i>			
4. Mailing address (if different from residence) <i>5</i>		Email Address <i>@patinagrille.com</i>			
5. List current residence address. Include any previous addresses within the last five years. (Attach separate sheet if necessary)					
Street and Number		City, State, Zip		From	To
Current <i>1440 Carrollton Pkwy #19301</i>		<i>Glenwood Springs, CO 81601</i>		<i>8/2005</i>	<i>present</i>
Previous <i>1440 Carrollton Pkwy #19301</i>		<i>Carrollton, TX 75010</i>		<i>7/2017</i>	<i>8/2019</i>
6. List all employment within the last five years. Include any self-employment. (Attach separate sheet if necessary)					
Name of Employer or Business		Address (Street, Number, City, State, Zip)		Position Held	From To
<i>Hansen Construction</i>		<i>310 Aspen Airport Bus Ctr Aspen, CO 81611</i>		<i>COO</i>	<i>7/2019 present</i>
<i>Brandt</i>		<i>1728 Briercroft Ct Carrollton TX 75006</i>		<i>Controller</i>	<i>7/2017 8/2019</i>
7. List the name(s) of relatives working in or holding a financial interest in the Colorado alcohol beverage industry.					
Name of Relative		Relationship to You		Position Held	Name of Licensee
<i>None</i>					
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)					
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
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.)					
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.

13a. Date of Birth	b. Social Security Number	c. Place of Birth	d. U.S. Citizen
		WA	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
e. If Naturalized, state where		f. When	g. Name of District Court
h. Naturalization Certificate Number	i. Date of Certification	j. If an Alien, Give Alien's Registration Card Number	k. Permanent Residence Card Number
l. Height	m. Weight	n. Hair Color	o. Eye Color
5'11"	175	Grey	Hazel
		p. Gender	q. Race
		M	White
r. Do you have a current Driver's License/ID? If so, give number and state.			
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No #		State CO	

14. Financial Information.

a. Total purchase price or investment being made by the applying entity, corporation, partnership, limited liability company, other.
\$ 80,000

b. List the total amount of the personal investment, made by the person listed on question #2, in this business including any notes, loans, cash, services or equipment, operating capital, stock purchases or fees paid. \$ 80,000

* If corporate investment only please skip to and complete section (d)

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

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

Type: Cash, Services or Equipment	Account Type	Bank Name	Amount
Cash			65,000
Cash			15,000

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

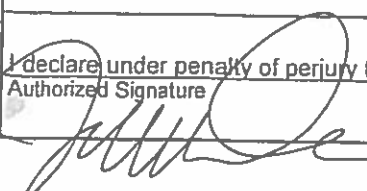
Type: Cash, Services or Equipment	Loans	Account Type	Bank Name	Amount
N/A				

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

Name of Lender	Address	Term	Security	Amount
N/A				

Oath of Applicant

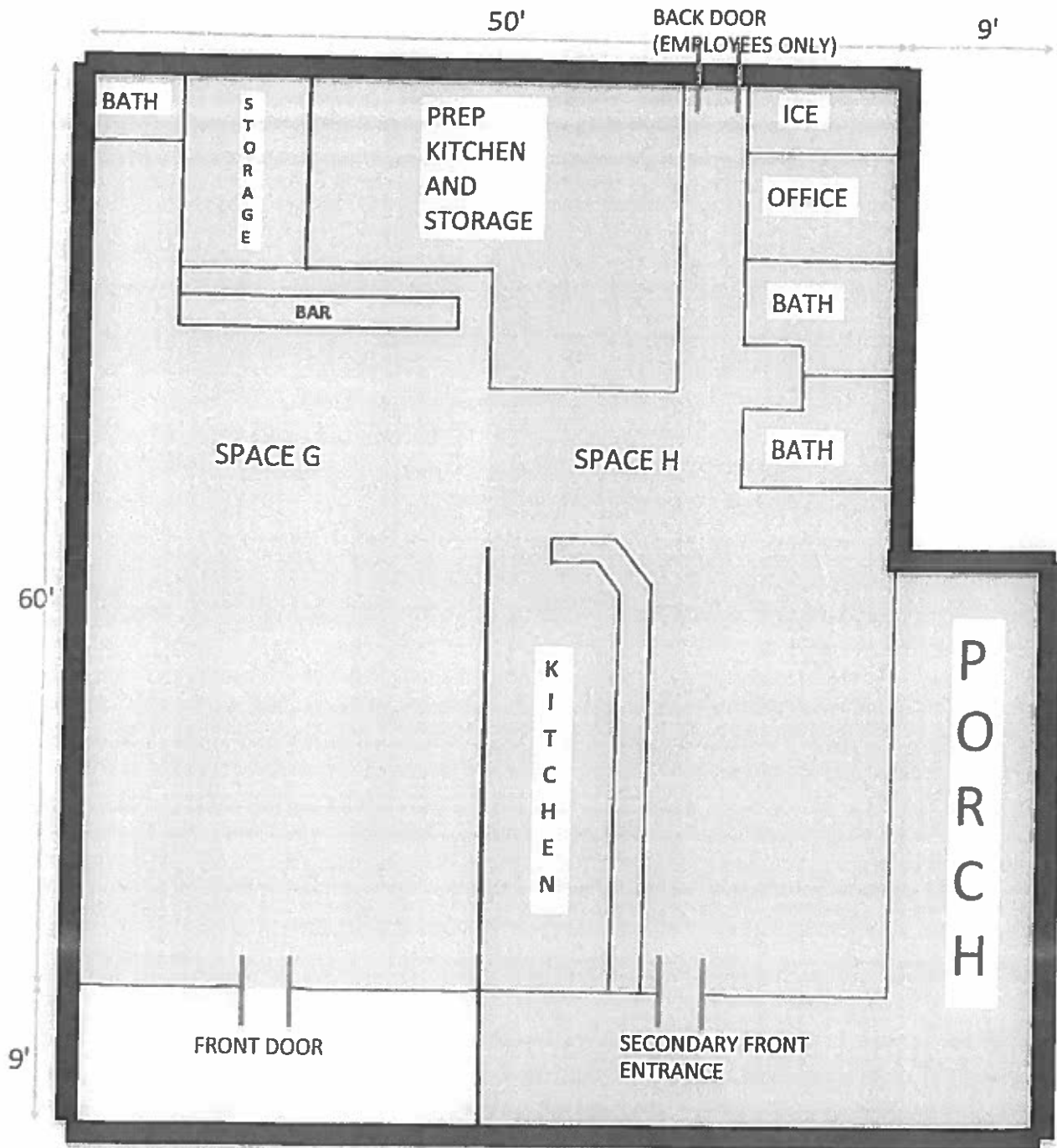
I declare under penalty of perjury that this application and all attachments are true, correct, and complete to the best of my knowledge.

Authorized Signature	Print Signature	Title	Date
	Jeffrey L. Herb	Managing Member	7/31/19

TOWN OF CARBONDALE LIQUOR LICENSING AUTHORITY

PATINA GRILLE

DIAGRAM OF PREMISES



OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Hale & Company, LLC

is a

Limited Liability Company

formed or registered on 10/06/2008 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 20081532247 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/17/2019 that have been posted, and by documents delivered to this office electronically through 06/18/2019 @ 10:13:05 .

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 06/18/2019 @ 10:13:05 in accordance with applicable law. This certificate is assigned Confirmation Number 11636355 .



Jena Griswold

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/bi/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."



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

Colorado Secretary of State
 Date and Time: 06/26/2019 05:19 PM
 ID Number: 20191524913
 Document number: 20191524913
 Amount Paid: \$20.00

ABOVE SPACE FOR OFFICE USE ONLY

Statement of Trade Name of a Reporting Entity
 filed pursuant to §7-71-103 and §7-71-107 of the Colorado Revised Statutes (C.R.S)

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

ID Number	<u>20081532247</u> <i>(Colorado Secretary of State ID number)</i>
True name	<u>Hale & Company, LLC</u>
Form of entity	<u>Limited Liability Company</u>
Jurisdiction	<u>Colorado</u>

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

Patina Grille

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

Restaurant Business

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

☐ This document contains additional information as provided by law.

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

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

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

Notice:

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

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

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

<u>Massih</u>	<u>Melody</u>		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>P.O. Box 916</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Glenwood Springs</u>	<u>CO</u>	<u>81601</u>	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
<u>United States</u>			
<small>(Province – if applicable)</small>		<small>(Country – if not US)</small>	

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

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

Disclaimer:

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

Attachment to
Articles of Organization of
Wagner, Hale & Company LLC

Additional managers are:

Name of Manager	Address
Jeffrey Hale	0059 Wild Rose Ct., Glenwood Springs, CO 81601

CARBONDALE PLAZA**LEASE SUMMARY OF BUSINESS TERMS**

THIS LEASE SUMMARY, is made and entered into this 1st day of July, 2019, in Carbondale, Colorado by **ALANDALE LTD. LIABILITY CO.**, a Colorado limited liability company ("Landlord"), whose address is 12144 E. Welsh Trail, Scottsdale, AZ 85259 and **Hale and Company, LLC** ("Tenant"), whose address is 59 Wild Rose Ct., Glenwood Springs CO 81601, and **Jessica A. Hale** ("Guarantor") and **Jeffrey L. Hale** ("Guarantor").

RECITALS

A. Landlord is the owner of the Carbondale Plaza located at 1000 Highway 133, Carbondale, Colorado (the "Building").

B. Tenant will become the owner and operator of a restaurant which will occupy the Leased Premises as further described in Section 1 below. The date (Rent Commencement Date) that Tenant will commence paying rent (as described in Section 3 below) shall be July 1, 2019.

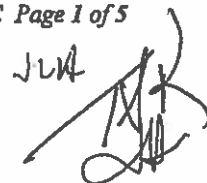
C. If Tenant opens for business prior to the Rent Commencement Date, Tenant will pay Tenant's prorated share of Insurance, Utilities, Common Area Maintenance, Taxes, and Promotion Fund (as defined below in Sections 4, 5, 6, 7, 8 and hereinafter referred to in total as "Triple Net"), prorated daily until the Rent Commencement Date.

D. Upon the execution of this Lease and Lease Summary, Tenant will remit to Landlord the amount of Five Thousand and no/100s Dollars (\$5,000.00) which represents Tenant's September 2019 Fixed Minimum Rent (\$2,500.00) and Tenant's Security Deposit (\$2,500.00) as detailed in Section 11.

WITNESSETH**SECTION 1: Leased Premises**

In consideration of the mutual covenants and agreements set forth herein and in the following full text of the Shopping Center Lease (hereinafter referred to as the "Lease") to which this Summary of Business Terms is attached, which Lease is made a part hereof by this reference, Landlord does hereby lease to Tenant and Tenant does hereby rent from Landlord the following described Leased Premises: Space G and Space H of the commercial space in the Carbondale Plaza (per Exhibit B attached) containing approximately 3000 square feet of floor space and more commonly known as 1054 Highway 133, Carbondale, CO (the "Leased Premises"). The Leased Premises are located in the Building, located at 1000 Highway 133, Carbondale, CO (referred to as the "Building"). The exact legal description of the Building is set forth on Exhibit A (the "Property") attached hereto.

It is expressly acknowledged by the parties hereto that no personal property is included within this Lease Agreement. Landlord has not made and does not make any representations or warranties of any kind with respect to the ownership of or Tenant's right to use any personal property that may be located within the Leased Premises upon the commencement date of the Lease. The Walk-In Cooler off of the kitchen has been made structural to the kitchen, and will not be considered personal property. Tenant hereby agrees that he has not relied in any way upon any statement made by Landlord regarding any such personal property and that Tenant shall make use of or deal in any other way with any such personal property at Tenant's own risk.

JLH


SECTION 2: Term

The term of this Lease shall commence (the "Lease Commencement Date"), at 12:00 noon July 1, 2019, and shall expire at 12:00 midnight on the last day of December, 2024. The term of this Lease (the "Lease Term"), shall be for a period of 5 years, 6 months. The term "Lease Year" as used herein shall mean each full year during the term commencing January 1 and terminating December 31 of each year; however, if a Lease Commencement Date is other than January 1, the first lease year may be more or less than 12 months and it shall end only on December 31.

Provided that Tenant is not then in default under any of the conditions or covenants of this Lease, then at the expiration of the original term, tenant shall have the option to renew this Lease for Five additional one-year terms.

- The first optional renewal term will be for one (1) year, commencing at 12:01 am, the first day of January, 2025, and expiring at 12:00 midnight, the 31st day of December, 2029.

The five options will be automatically exercised unless Tenant chooses not to exercise Tenant's Option by giving written notice to Landlord not less than sixty (60) days prior to the expiration of the then expiring term. All optional renewals to the Lease shall be subject to all the conditions and covenants of the original Lease.

SECTION 3: Rent

Fixed Minimum Rent: Tenant shall pay Landlord at the address of the Landlord or at such other place as Landlord may from time to time designate in writing to Tenant, without any prior demand therefor and without any deduction or setoff whatsoever, a Fixed Minimum Rent (Rent) for the Leased Premises in equal monthly installments in accordance with the following schedule:

- a. Lease Year One.
 1. For the first month of the first Lease Year, (July 2019), Tenant shall pay Landlord no monthly rent (neither Rent nor Triple Net).
 2. For the month of August 2019, Tenant shall pay Landlord Triple Net in the amount of One Thousand, Three Hundred, Seventy-Six and 07/100s Dollars (\$1,376.07).
 3. Commencing the month of September 2019, Tenant shall pay Rent in the amount of Two Thousand, Five Hundred and no/100s Dollars (\$2,500.00), continuing on the first day of each month for the remainder of the first Lease Year. Tenant will also pay its share of expenses as detailed in Sections 5-9 (Triple Net) monthly for the remainder of the Lease Term, and if exercised, any and all optional renewal terms.
- b. Lease Year Two.
 1. For the months of January thru August 2020, Tenant shall pay Landlord monthly Rent in the amount of Two Thousand, Five Hundred and no/100s Dollars (\$2,500.00).
 2. For the months of September thru December 2020, Tenant shall pay Landlord monthly Rent in the amount of Three Thousand, One Hundred, Seventy-Five and no/100s Dollars (\$3,175.00).
 3. Total Rent for Lease Year Two is \$32,700.00
- c. Lease Year Three.
 1. For the months of January thru August 2021, Tenant shall pay Landlord monthly Rent in the amount of Three Thousand, One Hundred, Seventy-Five and no/100s Dollars (\$3,175.00).
 2. For the months of September thru December 2021, Tenant shall pay Landlord monthly rent in the amount of Three Thousand, Six Hundred, Sixty and 25/100s Dollars (\$3,660.25).
 3. Total Rent for Lease Year Three is \$40,041.00

d. All Subsequent Lease Years. Commencing with Lease Year four, and continuing for all subsequent Lease Years, the Rent shall be increased in accordance with the Consumer Price Index escalation provisions of Article III of the Lease.

e. Optional Renewal Terms. If Tenant so chooses to exercise any of Tenant's options of renewal, Tenant shall pay Landlord monthly rent for the first year of the option in the amount of the fixed monthly rent of the last year of the original lease increased in accordance with the Consumer Price Index escalation provisions of Article III of the Shopping Center Lease. The monthly rent of the additional years of this option and each additional year of any or all options exercised shall be adjusted pursuant to Article III of the Shopping Center Lease.

SECTION 4: Special Provisions Related to Patio Area

Landlord makes no representations or warranties of any kind relating to Tenant's ability to make use of the Patio Area with respect to weather, obtaining all necessary governmental approvals, or any other matter. Tenant shall be responsible to obtain all necessary governmental approvals to operate its business upon the Patio Area and shall pay all fees related thereto. In the event that at any time during the term of this Lease or any extension hereof any governmental entity or other third party, for reasons beyond the control of Tenant, shall fail to issue a necessary license to operate the business from the Patio Area, or otherwise make it impossible for Tenant to conduct its business from the Patio Area, then either party may terminate only those provisions of this Lease which relate to the Patio Area, by written notice to the other party. In the event of such termination, all provisions of the Lease unrelated to the Patio Area shall remain in full force and effect.

Tenant shall not make any permanent improvements to or within the Patio Area. Temporary improvements such as a patio deck, umbrellas, awnings, or the like, may be temporarily installed for seasonal use only upon the prior, express written consent of Landlord.

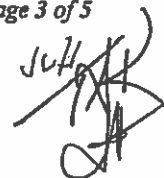
It is expressly agreed that Landlord shall have the right to require the removal of all temporary improvements at the conclusion of each operational season of the Patio Area. However, for the purposes of this paragraph, the approved patio deck structure will not be required to be removed.

Furthermore, if any temporary improvements previously approved by Landlord become in Landlord's opinion improperly maintained or in disrepair, then Landlord shall have the right to request Tenant in writing to repair or otherwise cure any deficiencies in the temporary improvements within ten (10) days from Tenant's receipt of such notice. In the event Tenant fails to cure the deficiencies within said ten (10) days, Landlord shall have the option to either (i) cause repairs to the temporary improvements to be made at Tenant's expense, or (ii) terminate Tenant's right to make further use of the Patio Area and to have all temporary improvements removed from the Patio Area at Tenant's expense.

It is expressly understood and agreed that the Patio Area is included within the Leased Premises, and except as may be expressly modified by the provisions of this Lease Summary of Business Terms, all covenants, promises, and obligations of the Tenant with respect to the Leased Premises apply equally to the Patio Area.

SECTION 5: Insurance

Tenant shall pay Tenant's prorata share of Landlord's fire, casualty, liability, and extended coverage insurance premiums, for the Building as set forth in Article XV of the Lease. During the first Lease Year Tenant's share of insurance cost shall be 16.67% of the insurance cost for the Building. The monthly insurance assessment for the first Lease Year will be to be determined (TBD), which amount shall be payable on the first day of each month with the Fixed Minimum Rent as described in Section 3 of this Lease Summary. This amount shall be adjusted upward or downward at year end based on actual cost. During the second Lease Year, and each subsequent Lease Year, Tenant's share of insurance assessment shall be established and paid in the same manner as the assessment for the first Lease Year.



SECTION 6: Utilities

Tenant shall pay Tenant's prorata share of Landlord's common area gas (heat), electric, water and sewer costs, for the Building as set forth in Article X of the Lease. During the first Lease Year Tenant's share of utility cost shall be 16.67% of the utility cost for the Building. The monthly utilities assessment for the first Lease Year will be TBD which amount shall be payable on the first day of each month with the Fixed Minimum Rent as described in Section 3 of the Lease Summary. This amount shall be adjusted upward or downward at year end based on actual cost. During the second Lease Year, and each subsequent Lease Year, Tenant's share of Utilities assessment shall be established and paid in the same manner as the assessment for the first Lease Year.

SECTION 7: Common Area Maintenance

Tenant shall pay Tenant's prorata share of Landlord's common area maintenance costs, for the Building, as set forth in Article VIII of the Lease. During the first Lease Year Tenant's share of common area maintenance cost shall be 16.67% of the common area maintenance cost for the Building. The monthly common area maintenance assessment for the first Lease Year will be TBD which amount shall be payable on the first day of each month with the Fixed Minimum Rent as described in Section 3: Rent, of the Lease Summary of Business Terms. This amount shall be adjusted upward or downward at year end based on actual cost. During the second Lease Year, and each subsequent Lease Year, Tenant's share of Common Area Maintenance assessment shall be established and paid in the same manner as the assessment for the first Lease Year.

SECTION 8: Taxes

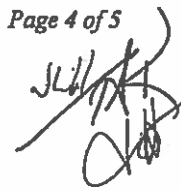
Tenant shall pay Tenant's prorata share of the real estate taxes for the Shopping Center and for the Building as set forth in Article VI of the Lease. During the first Lease Year Tenant's share of tax cost shall be 16.67% of the tax cost for the Shopping Center and the Building. The monthly tax assessment for the first Lease Year will be TBD which amount shall be payable on the first day of each month with the Fixed Minimum Rent as described in Section 3 of this Lease Summary. This amount shall be adjusted upward or downward at year end based on actual cost. During the second Lease Year, and each subsequent Lease Year, Tenant's share of Taxes assessment shall be established and paid in the same manner as the assessment for the first Lease Year.

SECTION 9: Promotion Fund

Tenant shall pay Tenant's prorata share of the Promotion Fund for the Shopping Center and the Building as set forth in Article XII of the Lease. During the first Lease Year Tenant's share of the promotion fund cost shall be 16.67% of the promotion fund cost for the Shopping Center and the Building. The monthly Promotion Fund assessment for the first Lease Year will be TBD, which amount shall be payable on the first day of each month with the Fixed Minimum Rent as described in Section 3: Rent, of the Lease Summary of Business Terms. This amount shall be adjusted upward or downward at year end based on actual cost. During the second Lease Year, and each subsequent Lease Year, Tenant's share of Promotion Fund assessment shall be established and paid in the same manner as the assessment for the first Lease Year.

SECTION 10: Percentage Rent

In addition to the payment of the Fixed Minimum Rent, Tenant shall pay to Landlord for each Lease Year during the term for the Lease, as percentage rental, a sum equal to n/a of the "Gross Revenues", as set forth in Article V: Gross Revenues of the Lease, made in, or from the Leased Premises, less the Fixed Minimum Rent paid under Article III of this Lease.

A handwritten signature in black ink, appearing to be "JLH", is located in the bottom right corner of the page.

SECTION 11: Security Deposit

Tenant shall, upon execution hereof, deposit with Landlord as security for the faithful performance of all terms, covenants, and conditions of this Lease (Security Deposit), the sum of Two Thousand, Five Hundred and no/100s Dollars (\$2,500.00), as further set forth in Article XXVII of the Lease. This deposit is to be retained by the Landlord until the expiration of the Lease, and any renewals or extensions thereof, at which time the deposit shall either be returned to Tenant or retained by Landlord in accordance with the provisions of C.R.S. 38-12-101, et. seq.. In no way is it understood or to be construed that this security deposit is to be considered as the final rental payment due under this Lease.

SECTION 11: Business Use

The Tenant shall utilize the premises for the business uses listed in this Section and for no other business purpose without Landlord's written consent. Landlord expressly reserves the right to withhold its consent to any change of use or purpose in its unrestricted discretion.

LIST OF ALLOWED USES: Restaurant and Bar, deli, take-out and catering.

Catering vehicles/trucks to be parked in the Common Area Parking Lot are limited to one (1). No Pool Tables. Tenant shall do Tenant's best to encourage Tenant's employees to park offsite.

SECTION 12: Minimum Hours

Tenant shall be fully staffed and open for business on the Leased Premises continuously according to the minimum hours and on the days established in the following schedule.

Hours of operation shall be at minimum 5 business days per week from 6:00 PM to 9:00 PM. In no such manner shall operating hours extend past 12:00 am unless agreed to in writing by the Landlord.

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Lease Summary on the day and year first above written.

LANDLORD:

LAZY GLEN, INC.

By: ALANDALE LTD. LIABILITY CO.

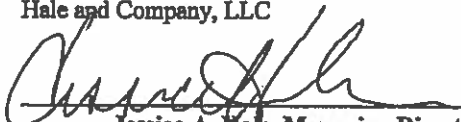
Its: Management Company and Authorized Agent

By: 

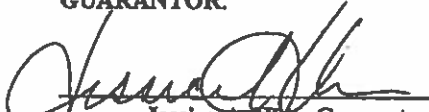
Terry A. Kirk, Manager

TENANT:

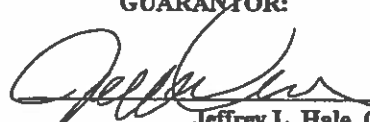
Hale and Company, LLC


Jessica A. Hale, Managing Director

GUARANTOR:


Jessica A. Hale, Guarantor

GUARANTOR:


Jeffrey L. Hale, Guarantor



E-Filed

Colorado Secretary of State

Date and Time: 10/06/2008 01:15 PM

ID Number: 20081532247

Document must be filed electronically.
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Document number: 20081532247

Amount Paid: \$50.00

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select Business Center.

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Articles of Organization

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Wagner, Hale & Company LLC

(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)

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

2. The principal office address of the limited liability company's initial principal office is

Street address

0059 Wild Rose Ct.

(Street number and name)

Glenwood Springs

CO

81601

(City)

(State)

(ZIP/Postal Code)

United States

(Province – if applicable)

(Country)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP/Postal Code)

(Province – if applicable)

(Country)

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Hale

Jeffrey

(Last)

(First)

(Middle)

(Suffix)

OR

(if an entity)

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

Street address

0059 Wild Rose Ct.

(Street number and name)

Glenwood Springs

CO

81601

(City)

(State)

(ZIP Code)

Mailing address

(leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

CO
(State)

(ZIP Code)

(The following statement is adopted by marking the box.)

- ☒ The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name
(if an individual)

Wagner

Steve

(Last)

(First)

(Middle)

(Suffix)

OR

(if an entity)

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

Mailing address

0059 Wild Rose Ct.

(Street number and name or Post Office Box information)

Glenwood Springs

CO

81601

(City)

(State)

(ZIP/Postal Code)

United States

(Province – if applicable)

(Country)

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

- ☒ The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

- ☒ one or more managers.

OR

- ☐ the members.

6. (The following statement is adopted by marking the box.)

- ☒ There is at least one member of the limited liability company.

7. (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.

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

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

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

Notice:

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.

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

<u>Lemus</u>	<u>Tania</u>		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>7083 Hollywood Blvd., Suite 180</u>			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
<u>Los Angeles</u>	<u>CA</u>	<u>90028</u>	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<u>United States</u>			
<small>(Province – if applicable)</small>		<small>(Country)</small>	

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

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

Disclaimer:

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Colorado Secretary of State

Date and Time: 02/09/2009 10:33 AM

ID Number: 20081532247

Document number: 20091084797

Amount Paid: \$25.00

Document processing fee

If document is filed on paper

\$125.00

If document is filed electronically

\$ 25.00

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are subject to change.

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information or print copies of filed

documents, visit www.sos.state.co.us

and select Business Center.

Paper documents must be typewritten or machine printed.

ABOVE SPACE FOR OFFICE USE ONLY

Articles of Amendment

filed pursuant to §7-90-301, et seq. and §7-80-209 of the Colorado Revised Statutes (C.R.S.)

ID number: 20081532247

1. Entity name:

Wagner, Hale & Company LLC

(If changing the name of the limited liability company, indicate name BEFORE the name change)

2. New Entity name:

(if applicable)

Hale & Company, LLC

3. Use of Restricted Words (if any of these terms are contained in an entity name, true name of an entity, trade name or trademark stated in this document, mark the applicable box):

☐ "bank" or "trust" or any derivative thereof
☐ "credit union" ☐ "savings and loan"
☐ "insurance", "casualty", "mutual", or "surety."

4. Other amendments, if any, are attached.

5. If the limited liability company's period of duration as amended is less than perpetual, state the date on which the period of duration expires:

(mm/dd/yyyy)

OR

If the limited liability company's period of duration as amended is perpetual, mark this box:



6. (Optional) Delayed effective date:

(mm/dd/yyyy)

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.

7. Name(s) and address(es) of the individual(s) causing the document to be delivered for filing:

<u>Hale</u>	<u>Jeffrey</u>		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
<u>0059 Wild Rose Ct</u>			
<small>(Street name and number or Post Office Box information)</small>			
<u>Glenwood Springs</u>	<u>CO</u>	<u>81601</u>	
<small>(City)</small>	<small>(State)</small>	<small>(Postal/Zip Code)</small>	
<u></u>	<u>United States</u>		
<small>(Province – if applicable)</small>	<small>(Country – if not US)</small>		

(The document need not state the true name and address of more than one individual. However, if you wish to state the name and address of any additional individuals causing the document to be delivered for filing, mark this box ☐ and include an attachment stating the name and address of such individuals.)

Disclaimer:

This form, and any related instructions, are not intended to provide legal, business or tax advice, and are offered as a public service without representation or warranty. While this form 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. Questions should be addressed to the user's attorney.

**AMENDED AND RESTATED OPERATING AGREEMENT
OF HALE & COMPANY, LLC**

This Amended and Restated Operating Agreement of Hale & Company, LLC (the "Amended and Restated") dated as of the 1st day of August, 2019, is entered into by Jeffrey Hale, Jessica Hale, Hunter Hale and Michal Hale, (the "Members").

RECITALS

WHEREAS, Hale & Company, LLC (the "Company") was formed under the Colorado Limited Liability Company Act, as amended (the "Act"), by the filing of Articles of Organization with the Colorado Secretary of State on October 6, 2008, as amended February 9, 2009; and

WHEREAS, the Members desire by the Amended and Restated Agreement to restate the membership interests in the Company and to set forth certain rights and obligations of the Members with respect to the Company;

NOW, THEREFORE, the Members hereby declare as follows:

ARTICLE 1

ORGANIZATIONAL AND OTHER MATTERS

1.1 **Formation; Admission.** Upon the execution and delivery of this Amended and Restated Agreement, the Members do hereby ratify the formation of the Company under the provisions of the Act pursuant to the filing of the Articles of Organization with the Colorado Secretary of State. The Members named in the preamble to the Amended and Restated Agreement have been admitted to the Company as the initial Members. Any person or entity hereafter admitted as a member of the Company pursuant to the terms of this Amended and Restated Agreement shall thereafter be deemed a "Member" for all purposes under this Amended and Restated Agreement.

1.2 **Name.** The name of the Company shall be Hale & Company, LLC.

1.3 **Term.** The Company commenced on the date of filing of the Articles of Organization and the term of the Company shall continue until dissolution of the Company as provided by the Act.

1.4 **Limited Liability.** Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and the Members shall not be obligated personally for any such debts, obligations or liabilities solely by reason of being a Member.

ARTICLE 2

PURPOSE AND POWERS

2.1 Purpose of the Company. The purpose of the Company shall be to provide goods and services. The company may also have such additional purposes as specified by the Members.

2.2 Powers of the Company. The Company shall have all powers now or hereafter conferred by the laws of the State of Colorado on limited liability companies formed pursuant to the Act.

ARTICLE 3 OFFICES

3.1 Principal Office. The location and mailing address of the principal office of the Company shall be 0059 Wild Rose Court, Glenwood Springs, Colorado 81601. The Company may have such other offices, either in or outside the State of Colorado, as the Members may designate or as the business of the Company may require from time to time.

3.2 Registered Agent and Registered Office. The initial registered agent for the Company shall be Jeffrey Hale whose physical and mailing address is 0059 Wild Rose Court, Glenwood Springs, Colorado 81601. The registered agent and registered office may be changed from time to time by the Members.

ARTICLE 4 MEMBER AND MEMBERSHIP INTEREST

4.1 Member and Interest. The initial Members of the Company shall be Jeffrey Hale, Jessica Hale and Hunter Hale. The Members shall have the membership interest (the "Membership Interest" or "Interest") in the Company set forth opposite his or her name, as follows:

Jeffrey Hale	45%
Jessica Hale	45%
Hunter Hale	10%

A Member's Interest is his or her percentage share of the Company's business, property, assets, capital, profits and losses, subject to all provisions of this Amended and Restated Agreement and the Act.

4.2 Annual Meeting. An annual meeting shall be held on the first Monday of January, commencing in 2019, for the transaction of such business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday, the meeting shall be held on the next succeeding day.

4.3 Special Meetings. Special meetings for any purpose or purposes unless otherwise prescribed by law may be called by the Members.

4.4 Location and Notice. The Members may designate any place either in or outside of the State of Colorado as a place for any annual meeting or special meeting called by the Members. Notice stating the place, day and hour of the annual meeting, and, in the case of a special meeting, the purpose or purposes for which such special meeting is called, shall be given to each Member entitled to vote at such meeting. Notice shall be given of annual meetings at least ten (10) days and not more than fifty (50) days prior to the meeting. Notice of special meetings shall be given upon five (5) days' written notice.

4.5 Quorum and Voting. At any meeting of the Members, a majority of the Members shall constitute a quorum. If a quorum is present, the affirmative vote of a majority of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members. If a quorum is not represented at any meeting of the Members, the meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment. At the adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

4.6 Meetings by Telecommunication. Any Member may participate in an annual or special meeting by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A Member participating in a meeting by this means is deemed to be present and in person at the meeting.

4.7 Waiver of Notice Requirement. If the Member is present at any time and place, and consents to the holding of a meeting at such time and place, such meeting shall be valid without call or notice and any Company action may be taken at such meeting.

4.8 Written Consent. Any action required to be taken by the Members under this Operating Amended and Restated Agreement, the Articles of Organization and/or the laws of the State of Colorado may be taken by signed, written consent of the Members of record of the Company.

4.9 Additional Members. Additional members may be admitted into the Company on such terms and conditions as may be agreed upon by the Members in their discretion. Unless named in this Amended and Restated Agreement, or unless admitted to the Company as a substituted or new member as provided herein, no person shall be considered a Member, and the Company need deal only with the Members so named and so admitted. The Company shall not be required to deal with any other person by reason of an assignment by the Members or by reason of the bankruptcy of the Members, except as otherwise provided in this Amended and Restated Agreement.

4.10 Transfer of Membership Interests. Except as otherwise provided in herein or in separate Amended and Restated Agreements between the parties, the Members may transfer all or

part of their Membership Interest in the Company at any time to any person or entity. A permitted assignee of a transferring Member shall not become a substituted Member unless: (i) the transferring Member so provides in an instrument of assignment; and (ii) the assignee agrees in writing to be bound by the provisions of this Amended and Restated Agreement.

ARTICLE 5 MANAGEMENT OF THE COMPANY

5.1 Management. The business and affairs of the Company shall be managed by one or more managers. The Managers shall be Jeffrey Hale and Jessica Hale (collectively the "Manager"). The Manager shall have full and complete authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. Except for the sale of real estate or entering into financial obligations of greater than \$25,000.00, the signature of at least one manager shall be sufficient to indicate the Company's intent to act. The Manager shall have the power to delegate their authority to qualified persons, and the delegations of any such managerial authority shall be evidenced by a Certificate of Incumbency naming the individual or individuals so authorized and specifying the extent and limitations of the authority so delegated. Any such delegation of authority may be rescinded at any time by the Manager.

ARTICLE 6 FINANCES AND RECORDS

6.1 Books and Records. The Company shall maintain such books and records as may, from time to time, be required by law at the offices of the Company as specified herein. The books of account of the Company shall be kept on a cash basis of accounting. The Members may inspect and make copies of any of the records of the Company at such offices during normal business hours.

6.2 Fiscal Year. The fiscal year of the Company shall end on the last day of December in each calendar year.

ARTICLE 7 CONTRIBUTIONS

7.1 Contributions to the Company. Any investment in the Company will be made by the Members in accordance with their percentage Interest in the Company, as set forth in Section 4.1 above.

7.2 Amount of Contribution Recorded. Contributions of money shall be recorded in the books of the Company at face value; contributions of property, except personal property, shall be recorded as the amount equal to the Member's adjusted basis in the property; and all other types of contributions shall be recorded at their fair market value at the time of contribution.

ARTICLE 8 INDEMNIFICATION

8.1 Indemnification. The Company shall indemnify and hold harmless the Members, and any stockholders, directors, partners, officers, employees and agents of the Members, if at any time a Member is other than a natural person (individually, in each case, an “Indemnatee”), to the fullest extent permitted by law from and against any and all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including attorney’s fees and disbursements), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings, whether civil, criminal, administrative or investigative, in which the Indemnatee may be involved, or threatened to be involved as a party or otherwise, arising out of or incidental to the business or activities of or relating to the Company, regardless of whether the Indemnatee continues to be a Member, stockholder, director, partner, officer, employee or agent, at the time any such liability or expense is paid or incurred; *provided however*, that this provision shall not eliminate or limit the liability of an Indemnatee (i) for any breach of the Indemnatee’s duty of loyalty to the Company or the Members or (ii) for acts or omissions which involve intentional misconduct, gross negligence, or a knowing violation of law. The Company may advance expenses (including attorney’s fees) incurred by an Indemnatee in advance of the final disposition of an action, suit, or proceeding upon the receipt of an undertaking by or on behalf of the Indemnatee to repay such amount if it shall ultimately be determined that such Indemnatee is not entitled to indemnification under this Article 8.

ARTICLE 9 DISTRIBUTIONS

9.1 Member Distributions. The cash and other property available to the Company shall be distributed at such times and in such amounts as the Members shall determine, giving due consideration to anticipated expenses of the Company and provided that no distribution shall be made to the extent that, after giving effect to the distributions, all liabilities of the Company, other than liabilities to the Members on account of their Membership Interest, would exceed the fair value of the Company’s assets. Any such distributions shall be distributed to the Members in accordance with their percentage Interest in the Company, as set forth in Section 4.1 above.

9.2 Form of Distribution. Except as provided in paragraph 10.4 below, distributions shall be in the form of cash unless otherwise agreed to in a written instrument signed by the Members.

ARTICLE 10 DISSOLUTION

10.1 Events of Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

a. The Members consent by written Amended and Restated Agreement to dissolve;

b. The death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or any other event which terminates the continued membership of a Member, unless as governed by a separate written Amended and Restated Agreement between the parties, or if the termination of membership is due to a transfer of Membership Interest under Article 4, Section 4.10 above; or

c. The sale of all or substantially all of the assets of the Company.

10.2 Election Not to Dissolve. Notwithstanding dissolution of the Company under paragraph 10.1.a. above, the Members may elect to continue the business of the Company. The election shall occur within ninety (90) days of the event of dissolution.

10.3 Effect of Dissolution. Upon the dissolution of the Company, the Members shall file such statements, reports and certificates as may be required by law and shall proceed to wind up the business of the Company. The Company shall cease carrying on its business but shall not terminate until the winding up of the affairs of the Company is completed, the assets of the Company distributed as provided below and Articles of Dissolution of the Company under the Act have been filed with the Colorado Secretary of State. The Members shall have the power and authority to sell, assign, compromise, encumber and otherwise deal with the assets of the Company in order to liquidate the affairs of the Company in a business-like manner.

10.4 Liquidation Upon Dissolution. The Members shall distribute the proceeds from liquidation of the assets of the Company upon a dissolution and winding up in the following order of priority:

a. First, to creditors of the Company, including members who are creditors, in satisfaction of all of the Company's debts, liabilities, and obligations, other than liabilities for distributions to the Members under Article 9 above, by payment thereof or establishment of reasonable reserves therefore; and;

b. Thereafter, one hundred percent (100%) to the Members.

10.5 Articles of Dissolution. When all debts, liabilities, and obligations of the Company have been paid and discharged, or adequate provisions have been made therefore and all remaining property and assets of the Company have been distributed to the Members, Articles of Dissolution shall be prepared, executed, and filed with the Colorado Secretary of State in accordance with the Act.

ARTICLE 11 AMENDMENTS

11.1 Amendments. This Amended and Restated Agreement may be altered, amended or repealed and a new operating Amended and Restated Agreement may be adopted by a written instrument executed by the Members.

ARTICLE 12 MISCELLANEOUS

12.1 Severability. Each provision hereof is intended to be severable and the invalidity or illegality of any portion of this Amended and Restated Agreement shall not affect the validity or legality of the remainder hereof.

12.2 Effect of Provisions Inconsistent with Act. It is the intention of the parties that any provision hereof that is inconsistent with the provisions of the Act be given effect to the maximum extent permitted under the Act.

12.3 Binding Effect. The terms and provisions of this Amended and Restated Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Members.

12.4 Governing Law. The terms and provisions of this Amended and Restated Agreement shall be construed under the laws of the State of Colorado and the Act as now adopted or as it may be hereafter amended.

IN WITNESS WHEREOF, the Members have executed this Amended and Restated Agreement as of the date first written above.

MEMBERS:



Jeffrey Hale

Jessica Hale

Hunter Hale

OPERATING AGREEMENT
OF
HALE & COMPANY, LLC

This Operating Agreement of Hale & Company, LLC (the "Agreement") dated as of the __ day of June, 2019, is entered into by Jeffrey Hale, Jessica Hale, Hunter Hale and Michal Hale, (the "Members").

RECITALS

WHEREAS, Hale & Company, LLC (the "Company") was formed under the Colorado Limited Liability Company Act, as amended (the "Act"), by the filing of Articles of Organization with the Colorado Secretary of State on October 6, 2008, as amended February 9, 2009; and

WHEREAS, the Members desire by this Agreement to set forth certain rights and obligations of the Members with respect to the Company;

NOW, THEREFORE, the Members hereby declare as follows:

ARTICLE 1
ORGANIZATIONAL AND OTHER MATTERS

1.1 Formation; Admission. Upon the execution and delivery of this Agreement, the Members do hereby ratify the formation of the Company under the provisions of the Act pursuant to the filing of the Articles of Organization with the Colorado Secretary of State. The Members named in the preamble to the Agreement have been admitted to the Company as the initial Members. Any person or entity hereafter admitted as a member of the Company pursuant to the terms of this Agreement shall thereafter be deemed a "Member" for all purposes under this Agreement.

1.2 Name. The name of the Company shall be Hale & Company, LLC.

1.3 Term. The Company commenced on the date of filing of the Articles of Organization and the term of the Company shall continue until dissolution of the Company as provided by the Act.

1.4 Limited Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and the Members shall not be obligated personally for any such debts, obligations or liabilities solely by reason of being a Member.

ARTICLE 2
PURPOSE AND POWERS

2.1 Purpose of the Company. The purpose of the Company shall be to provide goods and services. The company may also have such additional purposes as specified by the Members.

2.2 Powers of the Company. The Company shall have all powers now or hereafter conferred by the laws of the State of Colorado on limited liability companies formed pursuant to the Act.

ARTICLE 3 OFFICES

3.1 Principal Office. The location and mailing address of the principal office of the Company shall be 0059 Wild Rose Court, Glenwood Springs, Colorado 81601. The Company may have such other offices, either in or outside the State of Colorado, as the Members may designate or as the business of the Company may require from time to time.

3.2 Registered Agent and Registered Office. The initial registered agent for the Company shall be Jeffrey Hale whose physical and mailing address is 0059 Wild Rose Court, Glenwood Springs, Colorado 81601. The registered agent and registered office may be changed from time to time by the Members.

ARTICLE 4 MEMBER AND MEMBERSHIP INTEREST

4.1 Member and Interest. The initial Members of the Company shall be Jeffrey Hale, Jessica Hale, Hunter Hale and Michal Hale. The Members shall have the membership interest (the "Membership Interest" or "Interest") in the Company set forth opposite his or her name, as follows:

Jeffrey Hale	40%
Jessica Hale	40%
Hunter Hale	10%
Michal Hale	10%

A Member's Interest is his or her percentage share of the Company's business, property, assets, capital, profits and losses, subject to all provisions of this Agreement and the Act.

4.2 Annual Meeting. An annual meeting shall be held on the first Monday of January, commencing in 2019, for the transaction of such business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday, the meeting shall be held on the next succeeding day.

4.3 Special Meetings. Special meetings for any purpose or purposes unless otherwise prescribed by law may be called by the Members.

4.4 Location and Notice. The Members may designate any place either in or outside of the State of Colorado as a place for any annual meeting or special meeting called by the Members. Notice stating the place, day and hour of the annual meeting, and, in the case of a special meeting, the purpose or purposes for which such special meeting is called, shall be given to each Member

entitled to vote at such meeting. Notice shall be given of annual meetings at least ten (10) days and not more than fifty (50) days prior to the meeting. Notice of special meetings shall be given upon five (5) days' written notice.

4.5 Quorum and Voting. At any meeting of the Members, a majority of the Members shall constitute a quorum. If a quorum is present, the affirmative vote of a majority of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members. If a quorum is not represented at any meeting of the Members, the meeting may be adjourned for a period not to exceed sixty (60) days at any one adjournment. At the adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

4.6 Meetings by Telecommunication. Any Member may participate in an annual or special meeting by, or the meeting may be conducted through the use of, any means of communication by which all persons participating in the meeting may hear each other during the meeting. A Member participating in a meeting by this means is deemed to be present and in person at the meeting.

4.7 Waiver of Notice Requirement. If the Member is present at any time and place, and consents to the holding of a meeting at such time and place, such meeting shall be valid without call or notice and any Company action may be taken at such meeting.

4.8 Written Consent. Any action required to be taken by the Members under this Operating Agreement, the Articles of Organization and/or the laws of the State of Colorado may be taken by signed, written consent of the Members of record of the Company.

4.9 Additional Members. Additional members may be admitted into the Company on such terms and conditions as may be agreed upon by the Members in their discretion. Unless named in this Agreement, or unless admitted to the Company as a substituted or new member as provided herein, no person shall be considered a Member, and the Company need deal only with the Members so named and so admitted. The Company shall not be required to deal with any other person by reason of an assignment by the Members or by reason of the bankruptcy of the Members, except as otherwise provided in this Agreement.

4.10 Transfer of Membership Interests. Except as otherwise provided in herein or in separate agreements between the parties, the Members may transfer all or part of their Membership Interest in the Company at any time to any person or entity. A permitted assignee of a transferring Member shall not become a substituted Member unless: (i) the transferring Member so provides in an instrument of assignment; and (ii) the assignee agrees in writing to be bound by the provisions of this Agreement.

ARTICLE 5 MANAGEMENT OF THE COMPANY

5.1 Management. The business and affairs of the Company shall be managed by one or more managers. The Managers shall be Jeffrey Hale and Jessica Hale (collectively the "Manager"). The Manager shall have full and complete authority, power, and discretion to manage and control the business, affairs, and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. Except for the sale of real estate or entering into financial obligations of greater than \$25,000.00, the signature of at least one manager shall be sufficient to indicate the Company's intent to act. The Manager shall have the power to delegate their authority to qualified persons, and the delegations of any such managerial authority shall be evidenced by a Certificate of Incumbency naming the individual or individuals so authorized and specifying the extent and limitations of the authority so delegated. Any such delegation of authority may be rescinded at any time by the Manager.

ARTICLE 6 FINANCES AND RECORDS

6.1 Books and Records. The Company shall maintain such books and records as may, from time to time, be required by law at the offices of the Company as specified herein. The books of account of the Company shall be kept on a cash basis of accounting. The Members may inspect and make copies of any of the records of the Company at such offices during normal business hours.

6.2 Fiscal Year. The fiscal year of the Company shall end on the last day of December in each calendar year.

ARTICLE 7 CONTRIBUTIONS

7.1 Contributions to the Company. Any investment in the Company will be made by the Members in accordance with their percentage Interest in the Company, as set forth in Section 4.1 above.

7.2 Amount of Contribution Recorded. Contributions of money shall be recorded in the books of the Company at face value; contributions of property, except personal property, shall be recorded as the amount equal to the Member's adjusted basis in the property; and all other types of contributions shall be recorded at their fair market value at the time of contribution.

ARTICLE 8 INDEMNIFICATION

8.1 Indemnification. The Company shall indemnify and hold harmless the Members, and any stockholders, directors, partners, officers, employees and agents of the Members, if at any time a

Member is other than a natural person (individually, in each case, an "Indemnatee"), to the fullest extent permitted by law from and against any and all losses, claims, demands, costs, damages, liabilities (joint or several), expenses of any nature (including attorney's fees and disbursements), judgments, fines, settlements, and other amounts arising from any and all claims, demands, actions, suits, or proceedings, whether civil, criminal, administrative or investigative, in which the Indemnatee may be involved, or threatened to be involved as a party or otherwise, arising out of or incidental to the business or activities of or relating to the Company, regardless of whether the Indemnatee continues to be a Member, stockholder, director, partner, officer, employee or agent, at the time any such liability or expense is paid or incurred; *provided however*, that this provision shall not eliminate or limit the liability of an Indemnatee (i) for any breach of the Indemnatee's duty of loyalty to the Company or the Members or (ii) for acts or omissions which involve intentional misconduct, gross negligence, or a knowing violation of law. The Company may advance expenses (including attorney's fees) incurred by an Indemnatee in advance of the final disposition of an action, suit, or proceeding upon the receipt of an undertaking by or on behalf of the Indemnatee to repay such amount if it shall ultimately be determined that such Indemnatee is not entitled to indemnification under this Article 8.

ARTICLE 9 DISTRIBUTIONS

9.1 Member Distributions. The cash and other property available to the Company shall be distributed at such times and in such amounts as the Members shall determine, giving due consideration to anticipated expenses of the Company and provided that no distribution shall be made to the extent that, after giving effect to the distributions, all liabilities of the Company, other than liabilities to the Members on account of their Membership Interest, would exceed the fair value of the Company's assets. Any such distributions shall be distributed to the Members in accordance with their percentage Interest in the Company, as set forth in Section 4.1 above.

9.2 Form of Distribution. Except as provided in paragraph 10.4 below, distributions shall be in the form of cash unless otherwise agreed to in a written instrument signed by the Members.

ARTICLE 10 DISSOLUTION

10.1 Events of Dissolution. The Company shall be dissolved upon the occurrence of any of the following events:

- a. The Members consent by written agreement to dissolve;
- b. The death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or any other event which terminates the continued membership of a Member, unless as governed by a separate written agreement between the parties, or if the termination of membership is due to a transfer of Membership Interest under Article 4, Section 4.10 above; or
- c. The sale of all or substantially all of the assets of the Company.

10.2 Election Not to Dissolve. Notwithstanding dissolution of the Company under paragraph 10.1.a. above, the Members may elect to continue the business of the Company. The election shall occur within ninety (90) days of the event of dissolution.

10.3 Effect of Dissolution. Upon the dissolution of the Company, the Members shall file such statements, reports and certificates as may be required by law and shall proceed to wind up the business of the Company. The Company shall cease carrying on its business but shall not terminate until the winding up of the affairs of the Company is completed, the assets of the Company distributed as provided below and Articles of Dissolution of the Company under the Act have been filed with the Colorado Secretary of State. The Members shall have the power and authority to sell, assign, compromise, encumber and otherwise deal with the assets of the Company in order to liquidate the affairs of the Company in a business-like manner.

10.4 Liquidation Upon Dissolution. The Members shall distribute the proceeds from liquidation of the assets of the Company upon a dissolution and winding up in the following order of priority:

a. First, to creditors of the Company, including members who are creditors, in satisfaction of all of the Company's debts, liabilities, and obligations, other than liabilities for distributions to the Members under Article 9 above, by payment thereof or establishment of reasonable reserves therefore; and;

b. Thereafter, one hundred percent (100%) to the Members.

10.5 Articles of Dissolution. When all debts, liabilities, and obligations of the Company have been paid and discharged, or adequate provisions have been made therefore and all remaining property and assets of the Company have been distributed to the Members, Articles of Dissolution shall be prepared, executed, and filed with the Colorado Secretary of State in accordance with the Act.

ARTICLE 11 AMENDMENTS

11.1 Amendments. This Agreement may be altered, amended or repealed and a new operating agreement may be adopted by a written instrument executed by the Members.

ARTICLE 12 MISCELLANEOUS

12.1 Severability. Each provision hereof is intended to be severable and the invalidity or illegality of any portion of this Agreement shall not affect the validity or legality of the remainder hereof.

12.2 Effect of Provisions Inconsistent with Act. It is the intention of the parties that any provision hereof that is inconsistent with the provisions of the Act be given effect to the maximum extent permitted under the Act.

12.3 Binding Effect. The terms and provisions of this Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Members.

12.4 Governing Law. The terms and provisions of this Agreement shall be construed under the laws of the State of Colorado and the Act as now adopted or as it may be hereafter amended.

IN WITNESS WHEREOF, the Members have executed this Operating Agreement as of the date first written above.

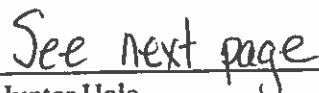
MEMBERS:




Jeffrey Hale



Jessica Hale



Hunter Hale



Michal Hale

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IN WITNESS WHEREOF, the Members have executed this Operating Agreement as of the date first written above.

MEMBERS:

Jeffrey Hale

Jessica Hale



Hunter Hale

Michal Hale

ASSET PURCHASE AGREEMENT

THIS AGREEMENT FOR PURCHASE AND SALE OF BUSINESS ASSETS ("Agreement") is made effective this 25 day of June, 2019, by and between STACEY BALDOCK and SHORTY'S BBQ, INC., 1054 Highway 133, Carbondale, Colorado, (hereinafter, "Seller"), and HALE & COMPANY, LLC, 0059 Wild Rose Court, Glenwood Springs, Colorado 81601 (hereinafter, "Buyer").

RECITALS

WHEREAS, Seller is the owner of certain business assets used in operating a restaurant business currently named "The Pig", ("the Business") located at 1054 Highway 133, Carbondale, CO 81623.

WHEREAS, Buyer wishes to purchase certain assets from Seller, and Seller wishes to sell certain assets to Buyer, on the terms and conditions set forth in this Agreement, substantially all of the assets of Seller used in the operation of the Business; and

WHEREAS, subject to the terms and conditions of this Agreement, Buyer agrees to assume from Seller certain liabilities associated with the Business as specified in this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the above recitals and of the mutual promises, warranties, covenants and representations of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. Assets to be Purchased. Subject to the terms and conditions of this Agreement, and in reliance on all warranties and representations of the parties as set forth herein, Buyer agrees to purchase and Seller agrees to sell, assign, convey, deliver, and transfer to Buyer at Closing (as defined below), substantially all tangible and intangible assets of Seller used in or related to the Business (the "Business Assets"), as follows:

a. Equipment, Supplies and Licenses. The equipment, furniture and items used in the operation of the Business as described on **Exhibit A** attached hereto and incorporated herein by this reference (hereinafter, "Purchased Assets"), including any applicable and/or assignable licenses for the Business.

b. Inventory. The inventory on hand and in use by the Business as of the date of closing, including but not limited to any and all food supplies, food containers, paper or plastic goods, dishes, silverware or items in the refrigerator or on the shelves owned by the Business (hereinafter "Inventory").

c. Goodwill. All good will and going concern value associated with the Business through the date of closing.

2. Assets Excluded from Sale. Any assets not specifically listed in this Agreement and the

attached schedules are excluded from this Sale. This includes but is not limited to: all of Seller's business financial rights and intangible assets, cash on hand prior to and including the date and time of Closing; all of Seller's bank accounts and funds held therein; all of Seller's lines of credit, revolving loans and business credit cards, if any; all of Seller's tax returns and refunds, insurance policies covering personal property of the Business prior to closing, liability insurance policies covering Seller and any employees, and other funds or right to funds in Seller's possession or to which Seller is entitled in connection with Seller's ownership of the Business prior to closing.

3. Further Agreements Regarding Business Assets.

a. All Business Assets shall be conveyed to Buyer by good and sufficient bill of sale, assignment, and other appropriate instrument(s) of conveyance, free and clear of all liens and encumbrances of any kind.

b. Any Schedules and Exhibits attached to this Agreement and incorporated by reference shall be updated to assure accuracy if necessary no later than twenty-four hours prior to Closing. Any changes arising within twenty-four hours prior to Closing shall be subject to the mutual written approval of Buyer and Seller memorialized in a memorandum executed at Closing.

4. Lease. There shall be no assignment of Seller's lease for the premises, and Buyer not shall be bound by this lease or any responsibilities or duties thereunder. As is stated herein, this sale is contingent upon Buyer obtaining its own lease at the Carbondale Plaza for the operation of a restaurant business.

5. Assumption of Liabilities. Buyer does not assume any of Seller's contractual or other liabilities, accounts payable or obligations of any kind, except as specifically and expressly provided in this Agreement. Seller agrees to pay all costs and expenses associated with the Business Assets and incurred by Seller in the operation of the Business prior to and including the date of Closing. Seller warrants and represents all Business Assets are owned free and clear, there are no liens on the Business Assets, that there are no suits or judgments against her or the Business, nor does Seller know or have any basis of knowing of any suit or proceeding presently instituted against Seller, the personal property or the Business. Following the date of Closing, Buyer agrees to pay all costs and expenses associated with the Business Assets and incurred by Buyer in the operation of the Business. For any debts, expenses or claims against the Business Assets incurred by Buyer or as a result of Buyer's actions following the date of Closing, Buyer agrees to pay any claim or judgment and all costs or attorney's fees incurred by Seller as a result thereof, and to save and hold the Seller harmless therefrom.

6. Purchase Price. Buyer agrees to pay Seller a total purchase price of \$65,000.00 for the Business Assets. Subject to all terms and conditions of this Agreement, and subject to all contingencies set forth herein, the purchase price shall be paid by Buyer as follows:

a. The amount of \$3,250.00 will be paid by Buyer's personal check at the time of mutual execution of this Agreement, and will be held by Seller's realtor until the closing. If a return of this amount is required hereunder, Buyer's realtor shall make a written request to Seller's realtor, and the funds will be released to Buyer within 3 days of said written request.

b. The remaining amount of \$61,750.00 will be paid at closing, subject to all contingencies and conditions set forth herein.

7. Taxes. Seller shall pay any personal property taxes on the Business Assets through the date of closing, and shall provide proof of payment to Buyer in the form of verification from the Garfield County Assessor or Treasure's office as a condition of the closing herein. If said proof of payment is not provided to Buyer on or before the closing date, Buyer shall have the option to deduct any past due amounts as set forth by Garfield County from the purchase price to be paid as set forth above or to terminate this Agreement and all items of value shall be returned to Buyer as set forth herein.

8. Licenses and Federal and State Tax Identification Numbers and Accounts.

a. Buyer shall be responsible for obtaining all business licenses, permits and registrations, if any, necessary to operate the Business, other than as set forth in 1(a) above.

b. Buyer shall not use the federal and state tax identification numbers, or state unemployment insurance account number, used by Seller. Buyer shall be responsible for obtaining all federal, state and local tax identification numbers and accounts necessary to operate the Business.

9. Closing and Possession

a. The date of closing ("Closing") shall be on or before July 1, 2019, or on a mutually agreeable date to both parties. Closing shall be held at a place and at a time of day mutually agreeable to both parties. Each party shall bear its own Closing costs, attorney's fees, accounting fees, and other costs of professional advisers associated with this transaction.

b. In addition to all other obligations of Seller under this Agreement, at Closing, Seller shall deliver to Buyer: (i) a bill of sale providing clear and marketable title to Buyer for all the Business Assets; (ii) all keys to the Premises and all security access codes, passwords and similar access devices pertaining to the Premises and the Business Assets; and (iii) all other documents reasonably necessary to close the transaction contemplated by this Agreement.

c. In addition to all other obligations of Buyer under this Agreement, at Closing, Buyer shall deliver to Seller: (i) the funds due at Closing to pay the purchase price due in cash or loan proceeds; and (ii) all other documents reasonably necessary to close the transaction contemplated by this Agreement.

10. Buyer's Further Conditions. In addition to all other conditions precedent to Buyer's obligation to close the transaction under this Agreement as provided in this Agreement, Buyer's obligation to close is further expressly subject to the following conditions being satisfied, waived, or accepted by Buyer in writing prior to closing.

a. Verification that all warranties and representations of Seller contained in this Agreement or in any written statement delivered by Seller in connection with this Agreement shall be true in all material respects at the time of Closing as though such representations and warranties

were made on and as of that date; and

b. Seller shall have performed and complied with all covenants and agreements and satisfied all obligations that Seller is required by this Agreement to perform or satisfy before or at the date of Closing.

c. Seller shall have repaired the knobs on the range top and the dishwashing sink hose. In the event that these repairs are not completed prior to closing, the parties can agree to a price for the repairs and this amount can be deducted from the purchase price as set forth in paragraph 6 above, and if the parties cannot agree in this regard, this Agreement is subject to termination as per paragraph 16 below.

d. That this Agreement be contingent upon Buyer securing a suitable lease at the Carbondale Plaza for the operation of a restaurant business.

11. Seller's Further Conditions. In addition to all other conditions precedent to Seller's obligation to close the transaction under this Agreement as provided elsewhere in this Agreement, Seller's obligation to close is expressly subject to the following conditions being satisfied, waived, or accepted by Seller prior to closing.

a. Verification that all representations and warranties by Buyer contained in this Agreement or in any written statement delivered by Buyer in connection with this Agreement shall be true in all material respects at the time of Closing as though such representations and warranties were made on and as of that date.

b. Buyer shall have performed and complied with all covenants and agreements and satisfied all obligations that Buyer is required by this Agreement to perform or satisfy before or at the date of Closing.

12. Seller's Further Warranties and Representations. In addition to all other warranties and representations of Seller contained elsewhere in this Agreement, Seller warrants and represents to the best of Seller's knowledge:

a. Seller has good and marketable title to all of the Business Assets included in this sale, and full authority without necessity of any other signatory to convey the Business Assets at Closing free and clear of all liens, leases, encumbrances and security agreements.

b. There are no undisclosed claims against the Business Assets.

c. All information about Buyer's credit and finances, or that of its shareholders, directors, officers, employees and agents, obtained by Seller pursuant to this Agreement shall remain confidential. Additionally, if for any reason this Agreement is terminated and the Closing does not occur, all such information shall remain confidential and neither Seller nor its directors, officers, shareholders, employees, agents, successors or assigns shall disclose all or part of such confidential information to any person except as necessary in the course of seeking legal or tax-related advice or pursuing Seller's legal remedies.

d. All representations of Seller and information provided to Buyer regarding the Business and the Business Assets prior to or at Closing shall be true, correct and complete information to the best of Seller's actual knowledge as of the Closing date.

13. Representations of Buyer. In addition to all other warranties and representations of Buyer contained elsewhere in this Agreement, Buyer represents and warrants that to the best of Buyer's actual knowledge:

a. Buyer shall obtain all permits and licenses necessary to conduct the Business.

b. Buyer is legally and financially capable of entering into this Agreement and in performing all of Buyer's obligations hereunder.

c. All information about Seller and the Business obtained by Buyer pursuant to this Agreement shall remain confidential pending completion of Closing. Additionally, if for any reason this Agreement is terminated and the Closing does not occur, all such information shall remain confidential and neither Buyer nor its directors, officers, shareholders, employees, agents, successors or assigns shall disclose all or part of such confidential information to any person except as necessary in the course of seeking legal or financial advice or pursuing Buyer's legal remedies.

14. Damage or Loss Prior to Closing. Seller shall keep the Business Assets in good working order and condition until and including the date of Closing, ordinary wear and tear excepted. The risk of any damage or loss prior to and including the date of Closing shall be Seller's. Buyer reserves the right to terminate this Agreement at or prior to Closing in the event the Business Assets are destroyed or substantially damaged by hazard or other similar cause.

15. Termination. In the event that the conditions or terms of paragraphs 7 or 10 above are not met, or for any other reason as is set forth in this Agreement, Buyer may terminate this Agreement with 24 hours written notice to Seller and any and all items of value including payments made as per paragraph 6 above will be returned to Buyer. If Buyer does not receive the funds to complete the purchase, and the parties cannot come to an agreement regarding an extension of the closing date, Seller will be entitled to retain the funds paid under paragraph 6 (a) above, but shall not be entitled to any further damages or remedies, including a claim for specific performance.

In addition to any other termination provisions herein, this Agreement may be terminated at any time by mutual written agreement of the parties or it may be terminated in writing by the party in whose favor a condition runs upon a failure of such condition to be fulfilled at or before the time provided therefor (or at or before Closing if no time is expressly provided for fulfillment), and any and all items of value including any payments made per paragraph 6 above will be returned to Buyer. If either party terminates this Agreement for any reason, the parties agree that no further damages shall be due and specific performance shall not be a remedy.

16. Seller's Indemnification. Seller, for itself, its officers, directors, shareholders, employees, heirs, representatives, agents, successors, and assigns, hereby undertakes to indemnify, defend and hold harmless the Buyer and the Buyer's officers, directors, shareholders, employees, heirs, representatives, agents, successors and assigns, from and against any and all claims, demands, losses, costs, expenses, causes of action or damages of any kind, including reasonable attorneys'

fees and costs, arising from, in connection with or growing out Seller's use of the Business Assets in the operation of the Business on or before the date of Closing. If a claim or other matter within the scope of this indemnification is alleged or asserted against Buyer (and/or its officers, directors, shareholders, employees, heirs, representatives, agents, successors and assigns) and is further alleged or asserted as arising from, in connection with, or growing out of Seller's use of the Business Assets in the operation of the Business on or before the date of Closing, and either Buyer or Seller becomes aware of such claim or matter, such party shall promptly notify the other party in writing. Seller shall thereupon endeavor to resolve the claim by payment, defense or otherwise as Seller may elect in good faith. Buyer shall cooperate with Seller in such efforts.

17. Buyer's Indemnification. Buyer, for itself, its officers, directors, shareholders, employees, heirs, representatives, agents, successors, and assigns, hereby undertakes to indemnify, defend and hold harmless the Seller and the Seller's officers, directors, shareholders, employees, heirs, representatives, agents, successors and assigns, from and against any and all claims, demands, losses, costs, expenses, causes of action or damages of any kind, including reasonable attorneys' fees and costs, arising from, in connection with or growing out Buyer's use of the Business Assets in the operation of the Business subsequent to the date of Closing. If a claim or other matter within the scope of this indemnification is alleged or asserted against Seller (and/or its officers, directors, shareholders, employees, heirs, representatives, agents, successors and assigns) and is further alleged or asserted as arising from, in connection with, or growing out of Buyer's use of the Business Assets in the operation of the Business subsequent to the date of Closing, and either Buyer or Seller becomes aware of such claim or matter, such party shall promptly notify the other party in writing. Buyer shall thereupon endeavor to resolve the claim by payment, defense or otherwise as Buyer may elect in good faith. Seller shall cooperate with Buyer in such efforts.

18. Assignability. This Agreement shall not be assigned in whole or in part by either party without the written consent of the other party.

19. Realtors. The following realtors are involved in this transaction: Lynn Kirchner, Amore Realty, as the Seller's realtor and Rocky Whitworth, Coldwell Banker Mason and Morse, as the Buyer's realtor. Any commissions due on this sale shall be paid solely by Seller to both realtors for Seller and Buyer.

20. Entire Agreement; Modification. This Agreement is the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior negotiations, promises, discussions, or representations (oral or written). No subsequent modification of this Agreement or any term or condition hereof shall be binding upon a party unless made in writing and signed by both parties.

21. Survival of Agreement. All representations and warranties contained in this Agreement and all documents, exhibits and schedules attached hereto and incorporated herein, and all terms and conditions that are not fully performed upon Closing or that otherwise remain continuing or executory after Closing as provided under this Agreement, shall survive Closing.

22. Successors and Assigns. This Agreement shall be binding on the parties and their respective heirs, successors, agents and assigns.

23. Recommendation of Legal Counsel and Tax Advice. Each party acknowledges that this is a legal document and that it may have tax consequences. Seller and Buyer each acknowledged they have had reasonable opportunity to obtain the advice of their own legal counsel and tax advisor. The parties have negotiated and drafted this Agreement as a joint effort and therefore in the event of dispute or disagreement the terms of this Agreement shall not be construed against either party as the drafting party.

24. Attorney Fees and Costs. In the event of litigation, court proceedings or other legal action arising out of the transaction contemplated by this Agreement, the party who substantially prevails shall be awarded its reasonable attorneys' fees and costs.

25. Severability. If any provision of this Agreement, for any reason, is held to violate applicable law or to be unenforceable, the invalidity or unenforceability of such provision shall not invalidate or make unenforceable any other provisions of this Agreement, and the remainder of the Agreement shall remain in full force and effect to the fullest extent possible.

26. Applicable Law; Venue. This Agreement shall be interpreted in accordance with the laws of the State of Colorado. Venue for any action shall be in Garfield County, Colorado.

27. Counterparts Signatures. This Agreement may be executed by each party, separately, in counterparts, and when each party has executed a counterpart copy hereof, such counterparts taken together shall be deemed a full and complete Agreement between the parties.

IN WITNESS WHEREOF, the parties have signed this Agreement this 15th day of ~~June~~ ^{July}, 2019, intending to be bound hereby as of the effective date set forth above.

SELLER:

SHORTY'S BBQ, INC.

By: 
Stacey Baldock, Its _____

By: 
Stacey Baldock, Individually _____

BUYER:

HALE & COMPANY, LLC

By: 

Jeffrey Hale, Member

By: 

Jessica Hale, Member

EXHIBIT A**(Purchased Assets)**

Filing cabinets (2)	Breadcrumb POS system (w.printers and cash drawer
Walk-in wire shelves (5)	Patio tables (12)
Stainless steel prep tables (4)	Patio chairs (32)
24-inch freezers (2)	Patio high top table (2)
Wooden Hutch	Patio high top chairs (4)
Kids high chair (2)	16 foot ladder
Microwave	30-quart mixer with attachments
6 burner and 30-inch flat stove with ovens	12-quart mixer
Fryer	Robot Coupe
Cook shack 500-pound smoker	Ninja Blender
4-foot prep cooler	4-foot counter cooler
6-foot prep cooler	Metro steamer
Steam table	Safe
Stainless steel wire bus racks (2)	"slim jim" trash cans (3)
8-foot beer cooler with 5 taps	Mop bucket with two handles
Reach in beverage cooler (2)	Back door lock box
Portable bar tables (2)	Large wire storage shelf for liquor room
Low top tables (12)	Office shelves (3)
High top tables (7)	Dish and glass racks (9)
8-foot butcher tables (2)	Rack dollies (2)
High top chairs (24)	Flour bin storage
Chairs (60)	Cooler chest (2)
Booths (12)	Speed rack
10-foot projector TVs (2)	Globe 12-inch slicer
42-inch TV (2)	Bathroom trash can (2)
Sono wireless speakers	Open / Closed sign
Receiver	Neon and tin beer signs
Large TV (1)	
5x8 shelving in storage insulator	
Smallwares	
Salt and pepper shakers	
Baking sheets	
Sugar caddies	
Dishware	
Glassware	
Silverware	
Pots and pans	
Food containers	
Hotel pans	
Cutting boards	
Kitchen utensils	

AFFIDAVIT OF TRANSFER AND STATEMENT OF COMPLIANCE

Pursuant to the requirements of 12-47-303(3)(b), Colorado Revised Statutes, Licensee Hereby states that all accounts for alcohol beverages sold to the Applicant are:

- ☒ Paid in full. There are no outstanding accounts with any Colorado Wholesalers.
- ☐ Licensee hereby certifies that the following is a complete list of accounts for Alcohol beverages that are unpaid:

Licensee and Applicant agree that all accounts will be paid for from the proceeds
At closing by the: ☐ Licensee ☐ Applicant

- ☐ Licensee unavailable to certify disposition of accounts for alcohol beverages – Inventory list attached. Transfer by operation of law – Regulation 47-304.
- ☐ Applicant will assume full responsibility for payment of the outstanding accounts as listed above.
- ☒ No alcohol beverage inventory transferred or sold.

Licensee hereby authorizes the transfer of its Colorado Retail Liquor License to the Applicant, its agent, or a company, corporation, partnership or other business entity To be formed by the Applicant. Dated this 31 day of July, 2019.

Subscribed and Sworn to before me this 31 day of July, 2019.

Notary Public _____

SHEIJA BINSHABAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194026023
MY COMMISSION EXPIRES JULY 10, 2023

My Commission Expires: July 10, 2023 SEAL

Stacy C. Baldock
Seller: Licensee & License Number

Sharkys Inc
Trade Name

[Signature]
Signature

President
Position

Stacy C. Baldock
Print Name

Jessica Hale
Buyer: Applicant

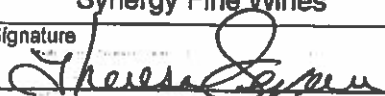
Patina Grille
Trade Name

[Signature]
Signature

Owner
Position

Jessica Hale
Print Name

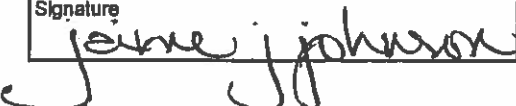
Wholesaler Affidavit of Compliance
Section 12-47-303(1)(d), C.R.S.

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) DOMINICO DISTRIBUTION INC		License Number 03-86636-0001/0002	
Trade Name of Establishment/Doing Business As (DBA) SYNERGY FINE WINES		Phone Number	
Physical Address 3999 HOLLY ST. UNIT #4	City DENVER	State CO	ZIP 80207
Email Address tsevera@synergyfinewines.com			
Transferor Retailer Licensee Name Pig, The		License Number 4705408	
Trade Name of Establishment/Doing Business As (DBA) The Pig		Phone Number 970.963.8277	
Physical Address 1054 Highway 133 Space G&H	City Carbondale	State CO	ZIP 81623
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>			
Wholesaler: Synergy Fine Wines			
Signature 	Print Theresa Severa	Title AR	Date 8/7/19

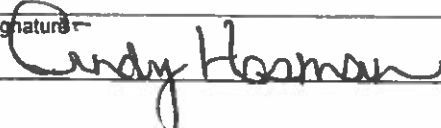
DR 8004 (12/21/16)
 COLORADO DEPARTMENT OF REVENUE
 Liquor Enforcement Division
 (303) 206-2300

Wholesaler Affidavit of Compliance

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

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Beverage Distributors Company LLC			License Number 40-04782-0004	
Trade Name of Establishment/Doing Business As (DBA) Breakthru Beverage Colorado			Phone Number 303-371-3421	
Physical Address 3980 Central Park Blvd	City Denver	State CO	ZIP 80238	
Email Address JJJOHNSON@BREAKTHRUBEV.COM				
Transferor Retailer Licensee Name Sharty's BBQ Inc.			License Number 03-05408	
Trade Name of Establishment/Doing Business As (DBA) The Pig			Phone Number 970-963-8227	
Physical Address 1054 Highway 133 Space G+H	City Carbondale	State CO	ZIP 81623	
The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are: <input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.) Note: If Paid In full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license. <input type="checkbox"/> Not Paid in Full				
Wholesaler: Breakthru Beverage Colorado				
Signature 	Print Jaime J Johnson	Title Credit Associate III	Date 8-7-19	

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

Wholesaler Licensee Name (If an LLC; partnership; corporation or name of corporation) Mountain Beverage Co LLC		License Number 042617310001	
Trade Name of Establishment/Doing Business As (DBA) Mountain Beverage		Phone Number 970-777-4000	
Physical Address 712 Spring Buck Road	City Gypsum	State CO	ZIP 81637
Email Address Cindy.hosman@mountainbeverage.com			
Transferor Retailer Licensee Name Shorty's BBQ Inc		License Number 4705408	
Trade Name of Establishment/Doing Business As (DBA) The Pig		Phone Number 970-989-3400	
Physical Address 1054 HWY 133 SPACE G & H	City Carbondale	State CO	ZIP 81623
<p>The above wholesaler affirms that all alcohol beverages delivered to the above transferor retailer are:</p> <p><input checked="" type="checkbox"/> Paid in Full (only for the purposes of complying with section 12-47-303(1)(d), C.R.S.)</p> <p>Note: If Paid in full is selected, the wholesaler may no longer extend credit to the transferee or transferor until the local and state licensing authorities have approved the transfer of the liquor license.</p> <p><input type="checkbox"/> Not Paid in Full</p>			
Wholesaler: Mountain Beverage Co LLC			
Signature 	Print Cindy Hosman	Title Controller	Date 06/26/19

**TOWN OF CARBONDALE
RESOLUTION NO. 11
SERIES OF 2019**

**A RESOLUTION OF THE BOARD OF TRUSTEES OPPOSING
EXPANSION OF THE MID-CONTINENT QUARRY, AKA THE
TRANSFER TRAIL MINE, AND SUPPORTING COUNTY REGULATION
OF THE MINE**

WHEREAS, Rocky Mountain Resources ("RMR") owns a small limestone mine known as the Mid-Continent Quarry, aka the Transfer Trail Mine, or, overlooking the City of Glenwood Springs in Garfield County, Colorado (the "Mine"); and

WHEREAS, RMR is seeking to expand mining operations by 5,000% to allow mining 12 hours per day, blasting from 9am-4pm and hauling out as many as 500 trucks per day for 20 years; and

WHEREAS, the proposed expansion would lead to large visual impacts in Garfield County, significantly increase truck traffic in the area, damage the region's tourist economy, and seriously impact the water and air quality thousands of rural Coloradans;

WHEREAS, the Mine is located within Garfield County's Public Lands Zone District and is subject to County Resolutions and a Special Use Permit; and

WHEREAS, the Garfield County Board of County Commissioners has issued a Notice of Violation concluding that RMR is not operating the Mine in compliance with the applicable Resolutions and Special Use Permit and requiring RMR to correct the violations on or before June 1, 2019; and

WHEREAS, RMR is claiming the County does not have authority to enforce the Resolutions and Special Use Permit against RMR and has requested a court to rule that RMR is not subject to the Notice of Violation.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF
THE TOWN OF CARBONDALE, COLORADO:**

1. The above recitals are hereby incorporated as findings by the Town of Carbondale.

2. The Board of Trustees officially declares its opposition to the Mine expansion and supports the County's demand that RMR comply with local regulations, County Resolutions and the Special Use Permit.

INTRODUCED, APPROVED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Carbondale on the 24th day of September 2019.

TOWN OF CARBONDALE

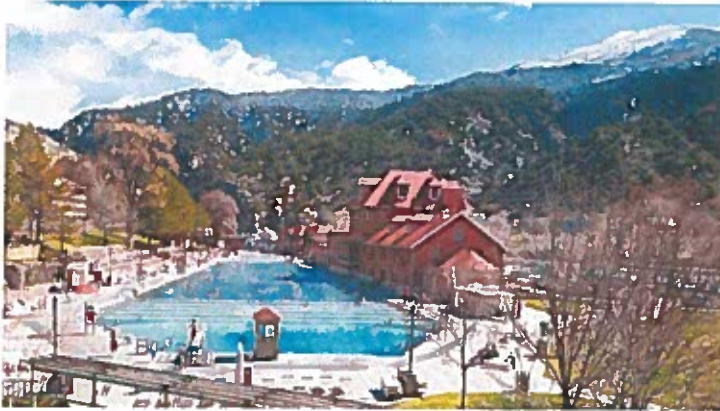
Dan Richardson, Mayor

ATTEST:

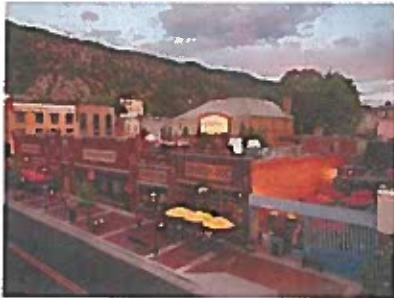
Cathy Derby, Town Clerk

Glenwood Springs Colorado

A Rural Community with a Thriving Tourism & Recreational Economy Faces a Major Threat from a Harmful Mine Expansion Proposal



The City of Glenwood Springs, a world-class tourism and outdoor recreation destination since the 1800s located on the western slope of the Rocky Mountains at the confluence of the Colorado and Roaring Fork Rivers, faces a fundamental threat to its future. A company with a small, illegally-operated limestone mine on the mountain overlooking the community proposes to expand that Transfer Trail Mine by 5,000%, to allow mining 12 hours per day, blasting from 9am-4pm, and hauling out as many as 500 trucks per day for years.



Although the company owner and expansion applicant Rocky Mountain Resources (RMR) is in non-compliance with its current, small mining permit on these federal public lands, it now seeks an Operating Plan modification from the U.S. Department of Interior, Bureau of Land Management (BLM) to allow this drastic, harmful mine expansion to happen to Glenwood Springs. **The City of Glenwood Springs requests federal action to stop this mountain from crashing down upon the local economy:**

- **Non-Compliance Findings:** BLM should conduct public hearings and make proper findings, determinations and penalties for non-compliance by RMR under its current permit violations – in particular, BLM should immediately cease all operations that are non-compliant;
- **EIS:** BLM should require RMR to conduct a full Environmental Impact Statement process under NEPA to identify the significant effects the proposed mining expansion will have on the quality of the human environment;
- **Real Public Information:** BLM has still not responded to Glenwood Springs' June 2018 FOIA requests for records and documents concerning the Trail Transfer Mine, despite a legal requirement to respond within 20 days. Real information should be promptly provided to the Glenwood Springs public.
- **CO Congressional Delegation Support:** Glenwood Springs and the region call for support from our Colorado Congressional delegation – stand with the public values and regional economy of Glenwood Springs. We request public statements from Senator Cory Gardner, Senator Michael Bennet, and Congressman Scott Tipton opposing the mine and asking BLM to take action on non-compliance, respond to FOIA requests, and require a full EIS.

Located between Vail and Aspen in the renowned Glenwood Canyon, Glenwood Springs is a small city with an economy based on travel, tourism, outdoor recreation, fishing, hospitality, hot springs, and other sectors that depend upon the mountains, rivers, clear skies, and sounds of nature. The City is one of Colorado's first tourist destinations with the establishment of historic Hot Springs Pool in 1888. The Hotel Colorado soon followed in 1893 and was quickly an American Presidential favorite with visits from William Howard Taft and Theodore "Teddy" Roosevelt. See www.VisitGlenwood.com.

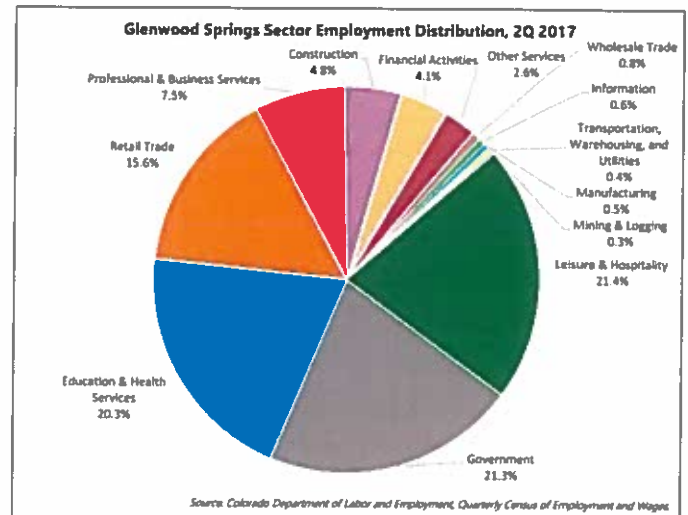
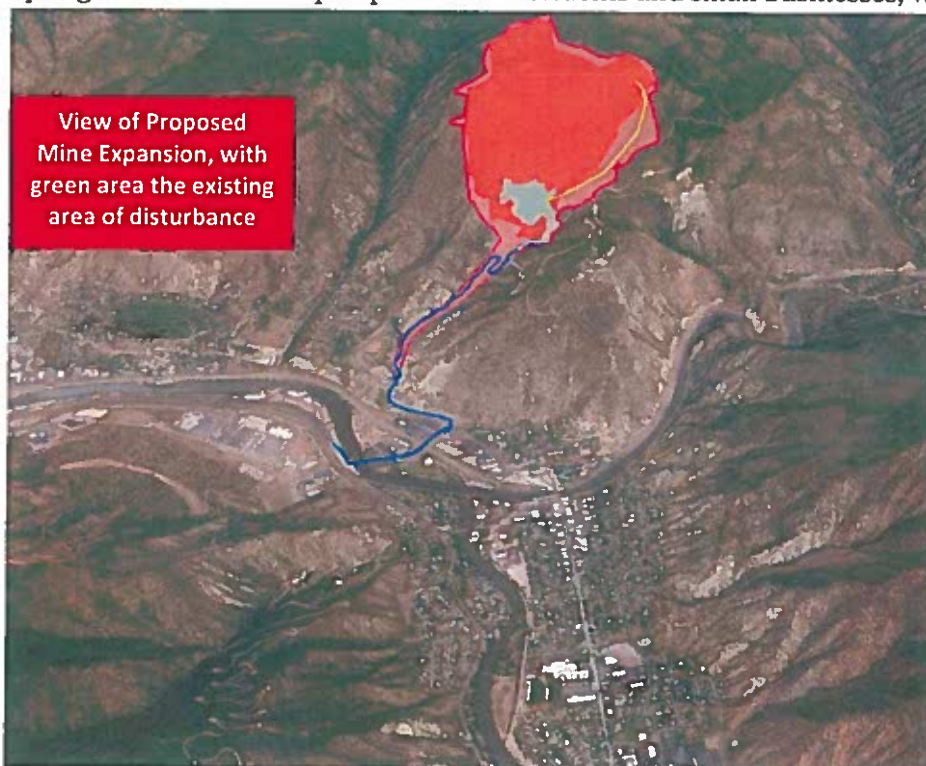
While Glenwood has always held a special place in the hearts of Coloradans, it has recently gained significant federal and state support to truly sparkle. The investment of \$125,000,000 to replace the Grand Avenue Bridge and \$7,000,000 in US DOT BUILD funding has set Glenwood on a spectacular path. Currently the local economy consists of a healthy mix of Retail Trade, Education and Health Services, Leisure & Hospitality. Mining and logging only consists of 0.3% of the economy.

But there is one threat that could derail the booming economy – the planned expansion of the Transfer Trail Mine (also known as the Mid-Continent Quarry) by Rocky Mountain Resources.

The mine currently has permission to mine 100,000 tons of limestone annually and permission to use 20 trucks per day. These operations are being conducted illegally: the company is extracting and selling common variety, non-locatable minerals in violation of federal law, mining outside its permitted limits, illegally drilling, developing unauthorized mine benches, and failing to meet stormwater management requirements, all without BLM response or action. Yet, the RMR company has now recently proposed increasing this to 5,000,000 tons per year and up to 500 trucks per day. This 5,000% increase would lead to large visual impacts, mire the town in truck traffic, damage the thriving tourist economy, and seriously impact the water quality and air quality for thousands of rural Coloradans.

The mine expansion is opposed by local businesses, the City of Glenwood Springs, and the bipartisan citizens group the Glenwood Springs Citizen Alliance (www.LoveGlenwood.org). Although this RMR company has powerful backers, the Bureau of Land Management should fulfill its mission to halt illegal mining on public lands, and identify and prevent negative impacts on the quality of the human environment and the Glenwood Springs community.

While Glenwood has worked hard to diversify the local economy, a massive expansion of mining is not the answer. A tourist town and huge strip mining operation cannot coexist. The City of Glenwood Springs seeks federal help to protect our residents and small businesses, while preserving our history as a



vacation community special enough to host presidential visits and the largest Hot Springs in the United States. We ask key federal officials to halt non-compliance at the current mine, provide real public information for the community, require a full NEPA EIS process by BLM, and deny this mine expansion.

Please contact City Manager Debra Figueroa at 970-309-2492 or Debra.figueroa@coqs.us

Why Indigenous People Day

At least 122 cities and municipalities, three counties, two school districts, nine colleges and universities, and seven states have proclaimed an Indigenous Peoples Day. Now We have a chance to recognize Nuche (the People) with 'Indigenous Peoples Day' in October.

We honor the First Nations for husbanding the land. Nuche partnered with the natural world to keep it in pristine condition, for thousands of years. Nuche gave us a clean, fertile, abundant, vivacious, incredibly rich wilderness. A land that sustained them almost effortlessly, as Nuche ranged between Peak and Plain with their brothers the elk and buffalo over wide expanses.

Once the aboriginals were removed, Nuche trails became state highways, Nuche land became state land, to buy, to sell, develop and profit from. Now 400 years after landing on a pristine shore our country is burning, toxins and plastics have become a homogenous part of the water, land, air and our bodies. Even remote US Wilderness lands show steep decline.

It's time to join indigenous people in their worldwide focus on healing our planet and climate. We can link our intent to their dances and prayers to the natural world.

Let's learn the ways of deeply honoring and respecting our planet.

Accept the urgency to heal Her with our lifestyle changes and planetary loving intent.

Nuche Park Blessing in Oct with Roland McCook

139 Petitions

10 copies

A PROCLAMATION relating to Indigenous People Day; declaring the second Monday in October as Indigenous People Day in the Town of Carbondale; and reaffirming the Town's commitment to embrace the well-being and cultural sustainability of our Indigenous People, Nuche.

WHEREAS, the Town of Carbondale recognizes that the People, Indigenous to the lands that would later become known as the Americas, have occupied these lands since time immemorial; and

WHEREAS, the Town recognizes the fact that Carbondale is built upon the homelands and villages of the Nuche of this region; and

WHEREAS, the Town values the many contributions made to our community through Indigenous Peoples' knowledge, labor, earth technology, science, philosophy, arts and a deep cultural life that has shaped the character of the Town of Carbondale; and

WHEREAS, the Town of Carbondale is supportive to healing systemic racism towards Indigenous people in the United States, which perpetuates high rates of poverty and income inequality, exacerbating disproportionate health, education, and social crises; and

WHEREAS, the Town honors the egalitarian philosophy of Indigenous People, and we hope to learn policies and practices that reflect how the experience of Indigenous cultures, ensure harmony with Nature, while honoring our nation's indigenous roots, history, and contributions; and

WHEREAS, Indigenous People Day was first proposed in 1977 by a delegation of Native Nations to the United Nations sponsored, 'International Conference on Discrimination against Indigenous Populations in the Americas';

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CARBONDALE, THE MAYOR CONCURRING, THAT:

Section 1. The Town of Carbondale strongly supports the proposition that indigenous People Day shall be an opportunity to celebrate the thriving cultures and values of the Indigenous People, Nuche of our region.

Section 2. The Town of Carbondale commits to continue its efforts to promote the well-being and growth of Carbondale's Nuche, indigenous community.

Section 3. The Mayor and Board of Trustees of the Town of Carbondale jointly declare the second Monday of October to be Indigenous People Day in the Town of Carbondale

IN WITNESS WHEREOF I have set my hand to and caused the seal of the Town of Carbondale to be affixed on this 24th day of September, 2019

Cathy Derby, Town Clerk

Dan Richardson, Mayor

The Town of Carbondale

A PROCLAMATION relating to Indigenous Peoples' Day; declaring the second Monday in October as Indigenous Peoples' Day in the Town of Carbondale; encouraging all institutions to recognize the Day; and reaffirming the Town's commitment to embrace the well-being and cultural sustainability of our Indigenous Peoples.

WHEREAS, the Town of Carbondale recognizes that the People, Indigenous to the lands that would later become known as the Americas, have occupied these lands since time immemorial; and

WHEREAS, the Town recognizes the fact that Carbondale is built upon the homelands and villages of the Nuche of this region, without recompense and without whom the building of the Town would not have been possible; and

WHEREAS, the Town values the many contributions made to our community through Indigenous Peoples' knowledge, labor, earth technology, science, philosophy, arts and a deep cultural life that has shaped the character of the Town of Carbondale; and

WHEREAS, the Town of Carbondale is dedicated to healing systemic racism towards Indigenous people in the United States, which perpetuates high rates of poverty and income inequality, exacerbating disproportionate health, education, and social crises; and

WHEREAS, the Town honors the egalitarian philosophy of Indigenous Peoples, and we hope to learn policies and practices that reflect how the experience of Indigenous cultures, ensure harmony with Nature, while honoring our nation's indigenous roots, history, and contributions; and

WHEREAS, Indigenous Peoples' Day was first proposed in 1977 by a delegation of Native Nations to the United Nations sponsored, 'International Conference on Discrimination against Indigenous Populations in the Americas';

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF CARBONDALE, THE MAYOR CONCURRING, THAT:

Section 1. The Town of Carbondale strongly supports the proposition that indigenous Peoples' Day shall be an opportunity to celebrate the thriving cultures and values of the Indigenous Peoples of our region.

Section 2. The Town of Carbondale affirms that though it is not a paid holiday, it is Town policy to participate in the annual Indigenous Peoples' Day celebrations and activities.

Section 3. The Town of Carbondale strongly encourages Carbondale Public Schools to include the teaching of indigenous people's history.

Section 4. The Town of Carbondale encourages other businesses, organizations, and public institutions to recognize Indigenous Peoples' Day.

Section 5. The Town of Carbondale firmly commits to continue its efforts to promote the well-being and growth of Carbondale's American Indian and Indigenous community.

Section 6. The Mayor and Board of Trustees of the Town of Carbondale jointly declare the second Monday of October to be Indigenous Peoples Day in the Town of Carbondale

IN WITNESS WHEREOF I have set my hand to and caused the seal of the Town of Carbondale to be affixed on this day of 2019

Cathy Derby, Town Clerk

Dan Richardson, Mayor

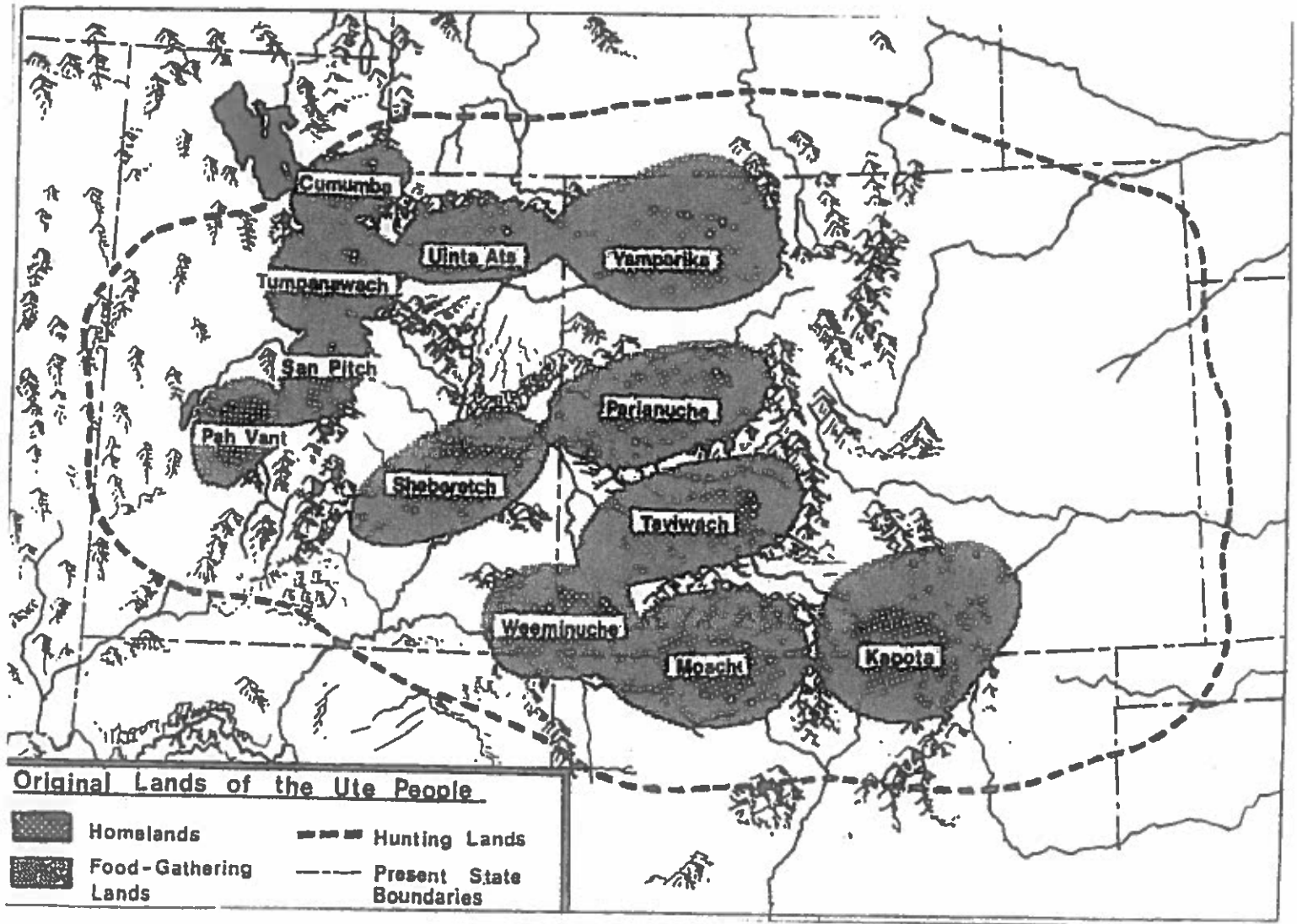
The Columbus legacy, witnessed by

Fr. Bartolome de las Casas

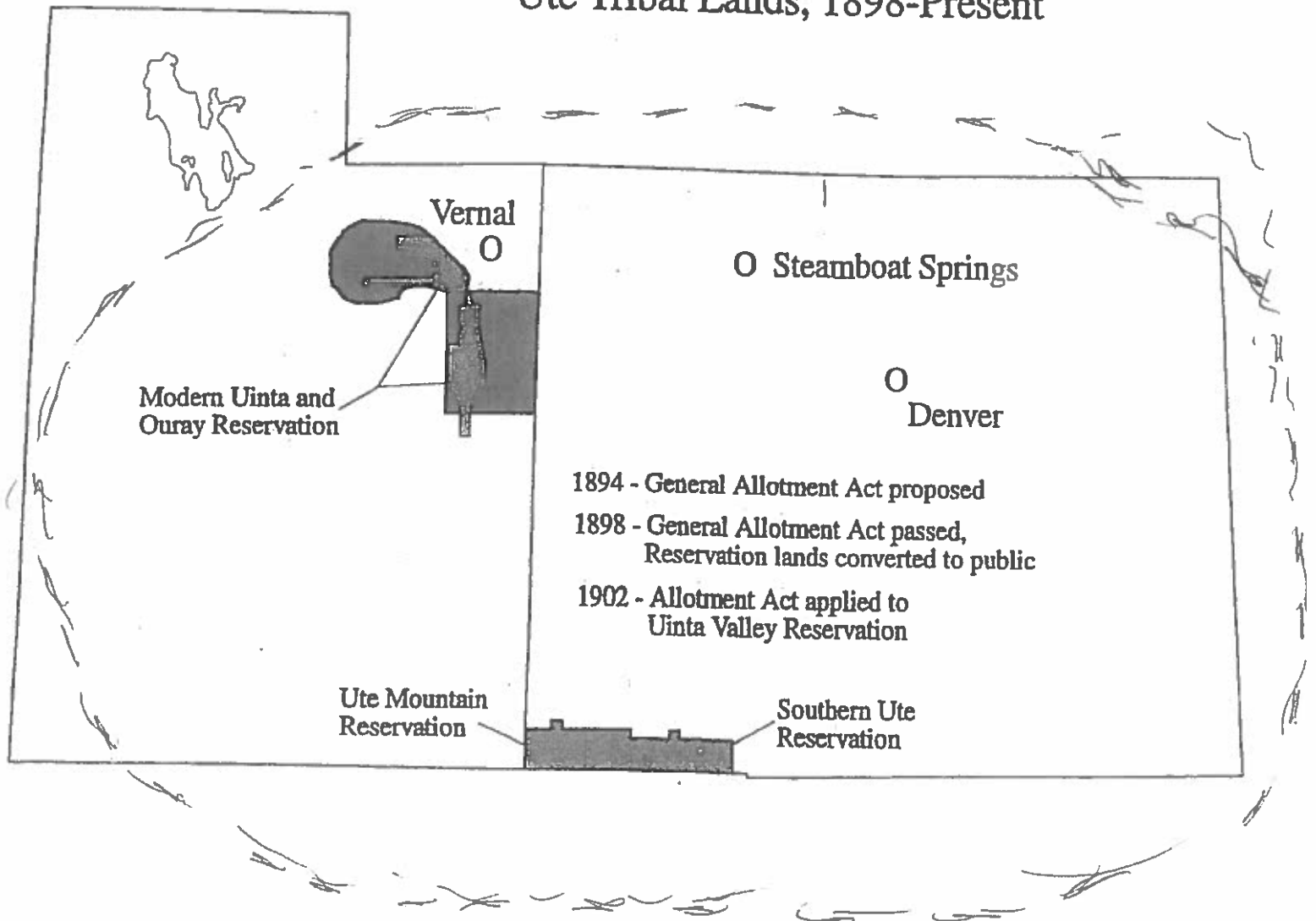
(Parental guidance cautioned)

In 1492, Christopher Columbus was given authority by the King and Queen of Spain to sail to the Indies to investigate what Columbus described as the "proper method of converting [Indians]" to Christianity. Columbus was granted "sufficient armament" to certain regions of the Indies for such forced conversion. Columbus left Spain on May 12, 1492. He never arrived in the Indies, but came upon an island in the Caribbean later called Hispaniola on October 12, 1492, and met the Taino people. Columbus remarked in the Journal of his First Voyage that he could "conquer the whole of [the Taino people] with fifty men, and govern them as [he] pleased." Columbus' own journal demonstrates that his objective was to find gold and precious stones. Under color of authority of the Spanish crown, and using tactics garnered from his years of involvement in the West African slave trade, Columbus engaged in inhumane acts of slavery, sexual exploitation, murder, and torture, which resulted in the annihilation of the Taino people. Columbus' acts of inhumanity were documented by Fr. Bartolome de las Casas, a Spanish priest, who wrote in his journal: "And Spaniards have behaved in no other way during the past forty years, down to the present time, for they are still acting like ravening beasts, killing, terrorizing, afflicting, torturing, and destroying the native peoples, doing all this with the strangest and most varied new methods of cruelty, never seen or heard of before, and to such a degree that this Island of Hispaniola once so populous (having a population that I estimated to be more than three million), has now a population of barely two hundred persons.

"They attacked the towns and spared neither the children nor the aged nor pregnant women nor women in childbed, not only stabbing them and dismembering them but cutting them to pieces as if dealing with sheep in a slaughter house. They laid bets as to who, with one stroke of the sword, could split a man in two or could cut off his head or spill out his entrails with a single stroke of the pike." Columbus' cruelty was investigated and he was sent back to Spain in chains, but because of the enormous wealth realized through his exploits, the Spanish Crown freed Columbus, stripped of all his titles, and allowed him to return to the Caribbean.



Ute Tribal Lands, 1898-Present





TOWN OF CARBONDALE

PUBLIC WORKS

511 Colorado Avenue
Carbondale, CO 81623

Board of Trustees Agenda Memorandum

Meeting Date: September 24, 2019

TITLE: Extra-Territorial Water Service Agreement-Four Bar Ranch

SUBMITTING DEPARTMENT: Public Works

ATTACHMENTS: Extra-Territorial Water Service Agreement-Four Bar Ranch

BACKGROUND

When the current pipeline from the Nettle Creek Treatment Plant was installed in the early 1960's, many of the arrangements between the Town and the landowner's whose property the pipeline crossed were never memorialized with detailed written agreements. Many of the recounted verbal arrangements include the Town providing water service to the properties in exchange for easements. The lack of detailed written agreements has proved problematic in certain circumstances in the past.

DISCUSSION

In 2018, the owners of Four Bar Ranch approached the Town with the desire to formalize what, up until now, were recounted verbal arrangements related to the three service taps off of the Nettle Creek Pipeline that currently serve their properties as shown on Exhibit A of the attached agreement. Over the past year, staff and the Town Attorney have worked with the owners on the terms of the agreement and are now in a position to recommend approval of the agreement to the Board.

Highlights of the agreement include:

- The Town agrees to continue to provide three taps to serve the properties.
- The taps can be moved on the properties in the future, but need to stay within the boundaries of the properties as they exist today.
- The existing tap that serves the livestock tank on the properties (Tap 3 on Exhibit A) can be converted to a residential tap in the future, but no livestock or outdoor watering can occur from this tap if it is converted.
- All domestic use for the three taps is limited to one EQR which is defined in the agreement as 350 gallons per day as averaged over one month.
- The Owner agrees to pay for all water used out of the three taps at the out-of-town rate as it exists currently and as it may be adjusted in the future.
- The Owner confirms a 30-foot easement centered on the existing pipeline for maintenance and repairs of the pipeline.

- The Owner confirms an access easement to access the Carbondale Ditch head gate and flume on the properties (as shown on Exhibit B.)

FISCAL ANALYSIS

N/A

RECOMMENDED ACTION

Staff recommends the following motion: **I move to approve the Extra-Territorial Water Service Agreement with Four Bar Ranch and authorize the Mayor to execute the agreement.**

Prepared by: Kevin Schorzman

TOWN OF CARBONDALE

EXTRA-TERRITORIAL WATER SERVICE AGREEMENT FOR THE FOUR BAR RANCH PROPERTY

This Extra-Territorial Water Service Agreement ("Agreement") is entered into this day of _____, 2019, in Carbondale, Colorado, between THE TOWN OF CARBONDALE, a Colorado home rule municipal corporation whose address is 511 Colorado Ave., Carbondale, CO 81623 (hereafter the "Town"), and the FOUR BAR RANCH COMPANY, LTD, a Colorado limited partnership whose mailing address is P.O. Box 686, Carbondale, CO 81623 ("Owner").

WITNESSETH

WHEREAS, the Town owns and operates the Town of Carbondale water system in accordance with the laws of the State of Colorado, and in accordance with the charter, ordinances, rules, regulations, policies and resolutions of the Town of Carbondale, and this Agreement is entered into in conformity with, and subject to, such charter, and all such ordinances, rules, regulations, policies and resolutions; and

WHEREAS, Owner is the owner of certain real properties described as:

1. Four Bar Property: the property assigned Garfield County Parcel Number 2463-101-00-090 (the "Four Bar Property"). The street address for the residence on the Four Bar Property at the corner of Highway 133 and County Road 111 is 23 County Road 111, Carbondale, CO 81623; and
2. Turnbull Sopris Property: the property assigned Garfield County Parcel Number 2463-104-00-044. The street address for this property is 3038 Highway 133, Carbondale, CO 81623.

Collectively, the Four Bar Property and the Turnbull Sopris Property are referred to in this Agreement as the "Subject Properties." Maps depicting the Subject Properties are attached as Exhibit A and incorporated in this Agreement by this reference; and

WHEREAS, the Subject Properties comprise approximately 68 acres, total, with two existing residences and three livestock watering tanks and various other out-buildings upon them; and

WHEREAS, the Town operates a 10-inch water main that passes through the Four Bar Property; and

WHEREAS, because the Subject Properties are located outside the current corporate limits of the Town, the Subject Properties are exempt from property taxes levied by the Town, and would not ordinarily be entitled to receive water service from the Town absent special approval by the Town's Board of Trustees; and

WHEREAS, Owner nonetheless has historically received potable water service from the Town, for use in the two existing residences and three livestock watering tanks pursuant to a series of prior approvals by the Town. The potable water service from the Town is delivered to Owner through three different taps in the Town's 10-inch main. Tap 1 serves the residence and two livestock watering tanks on the Four Bar Property located at the southeast corner of the intersection of Highway 133 and County Road 111, Tap 2 serves the residence on the Turnbull

Sopris Property, and Tap 3 serves the separate livestock watering tank on the Four Bar Property (see map attached as Exhibit A and incorporated herein by this reference); and

WHEREAS, the residence and livestock watering tanks served by Tap 1 were, in the past, connected to a private service line that serves three additional residences located on the north side of County Road 111 that are not owned by Owner. However, Four Bar disconnected from that private service line with Town permission and installed Tap 1 directly into the water main and a new individual private water service line to serve the residence and two livestock watering tanks at the Highway 133/County Road 111 intersection; and

WHEREAS, Owner desires to continue to receive water service from the Town through Taps 1, 2, and 3, subject to the Town's ordinances, procedures, rules and regulations concerning extra-territorial water service; and the Town is willing to continue to provide said service on the conditions set forth in this Agreement; and

WHEREAS, in 1993 (Resolution 08-1993), the Town established a moratorium against new water service outside of Town limits, but acknowledges that it was already providing water service to the residences and livestock watering tanks upon the Subject Properties at that time; and

WHEREAS, the Town and Owner have determined to enter into this Agreement to clarify the terms of present and future water service to the Subject Properties from the Town's municipal system; and

WHEREAS, the Town is not hereby representing that it is a regulated public utility or holding itself out to the public in general as capable of or intending to provide water service extraterritorially or as being responsible for operating the private water system infrastructure on the Subject Properties.

NOW THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, the Town and Owner further agree as follows:

1. Continuation of Water Service. The Town will continue to provide water service to the Subject Properties through Taps 1, 2, and 3, at service levels described below, pursuant to a series of prior approvals by the Town. The Town consents to and approves of Owner having disconnected from the private service line that formerly served the residence and livestock watering tanks at the Highway 133/County Road 111 intersection and installing Tap 1 and a new private water service line for such service, subject to all terms of this Agreement, including the subdivision and redevelopment prohibitions set forth below in Paragraph 9.

2. Confirmation of Town Easements. Owner hereby confirms, quit claims and conveys a non-exclusive easement for the Town's 10-inch water main extending across the western edge of the Four Bar Property within an area fifteen (15) feet on either side of the centerline of the Town's 10-inch water main, as such main existed on the date of this Agreement (a total easement width of thirty (30) feet). Such water main easement is for the purposes of location, operation, maintenance, repair and replacement of the Town's 10-inch water main, together with necessary fixtures or devices used or useful in the operation of said main ("Associated Fixtures"), which Associated Fixtures are used to deliver water to the Town of Carbondale's municipal water system. Such Associated Fixtures are limited to pipe fittings, pressure reducing valves, air release valves, and all similar appurtenant features reasonably necessary to operation of a water transmission pipeline, all of which features shall be located underground where practical. Where the Town believes it is not practical to locate such features underground, the Town shall notify Owner and obtain permission from Owner to locate features above-ground. Owner shall not unreasonably withhold or condition such permission. Said easement shall include a right of

ingress and egress over said easement area to survey, operate, maintain, repair or replace said 10-inch water main and Associated Fixtures. The Town's easement rights shall also include the right to use an existing ranch road from Highway 133 that accesses the 10-inch water main described above for ingress and egress in order to survey, operate, maintain, repair or replace the Town's 10-inch water main and Associated Fixtures. The Owner further confirms, quit claims and conveys a non-exclusive access easement along an existing road on the Four Bar Property along the route depicted on the attached Exhibit B that the Town may use to access the Carbondale Ditch either on or adjacent to the Four Bar Property including but not limited to access to the headgate and flume which access shall solely be for the purposes of inspection, operation, maintenance, repair and replacement of the Carbondale Ditch and its headgate and flume.

- a. The Town shall, within a reasonable amount of time, restore any disturbance or damage on the Subject Properties directly arising out of the Town's exercise of the Town's easement rights granted in this Agreement to the condition prior to such disturbance.
- b. The Town shall take responsibility for all of its actions taken in exercising the Town's easement rights granted in this Agreement on the Subject Properties. 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, or a waiver or diminishment of any other defense or limitation available to the Town under any other applicable law. Nothing contained in this Agreement shall be construed to entitle the Owner to bring any action against the Town for any injury or change in the Subject Properties resulting from causes beyond the Town's control or from any prudent action taken by the Town under emergency conditions.
- c. Owner's use of the Subject Properties shall not unreasonably interfere with the Town's easement rights.

3. Confirmation of Owner Taps. The Town hereby affirms Owner's rights to Taps 1, 2, and 3. As of the date of this Agreement, the water system connection fees for Taps 1, 2, and 3 at service levels as described below are considered fully satisfied by the consideration given by Owner for this Agreement including, but not as a limitation, the easements Owner grants to the Town.

4. Service Levels. Service to Tap 2 shall be limited to the volume of water associated with 1 EQR, which is defined for the purposes of this Agreement as 350 gallons per day on average, with the daily average to be determined over the period of one (1) calendar month ("1 EQR"). Service to the residence served by Tap 1 also shall be limited to 1 EQR. Service to the two livestock watering tanks served by Tap 1 shall be limited to that amount that has historically been used by Owner. Service to the livestock watering tank served by Tap 3 shall be limited to that amount that has historically been used by Owner. However, if Tap 3 is converted to domestic use pursuant to the terms below, service to Tap 3 also shall be limited to 1 EQR.

5. Water Use. The Owner agrees that water provided by the Town to the two existing residences on the Subject Properties will be used for domestic and limited outdoor purposes only. Such domestic use will be limited to normal indoor use within no more than two single family residences. Outdoor use associated with the residences shall be limited to hand watering trees bushes, shrubs, flowers, lawns and gardens within a radius of 50 feet around each residence and, from Tap 1, livestock watering. Excepting the livestock watering served by Tap 1 and Tap 3, any other irrigation or livestock watering needs shall be separately supplied by Owner from non-potable sources. The Owner further agrees that monthly water use, at any one tap, in excess of 2.5 times the average winter monthly usage (defined as the average monthly usage in the

previous December, January and February for each tap) will result in disconnection from the Town's water supply of the tap from which excess usage is being made. However, the Town must give Owner 30 days' notice and an opportunity to cure such excess usage before disconnecting the offending tap from the Town's water supply. The Owner shall pay for all water service at prevailing out-of-town water rates established and updated by the Town from time to time.

6. Non-Potable Water Usage. Most of the Subject Properties are irrigated by water from the East Mesa Ditch and the Ella Ditch. The Owner agrees that, whenever water is legally and physically available from irrigation ditches or creeks on the Subject Properties, such water will be used for outdoor irrigation and livestock watering to minimize demands upon the Town water system. The Owner also agrees and acknowledges that all usage of water from the Town water system on the Subject Properties, including usage for in-house domestic use, lawn and garden watering, and stock watering, shall be limited to amounts described in this Agreement.

7. Additional Future Service. The Owner acknowledges and agrees that requests for additional water service in the future, including any expansion in excess of the service levels established in paragraph 4, above (except as contemplated below in Paragraph 8), will be denied subject to the terms of Resolution 08-1993 as referenced above. The Owner further acknowledges and agrees that, even if the moratorium imposed by Resolution 08-1993 is lifted, there is no guarantee that the Town will approve any additional water service in the future as the Town has no obligation to provide new extra-territorial water service. Any new or expanded service may also be conditioned upon the dedication of water rights to the Town and payment of additional tap fees.

8. Tap 3 Conversion. Notwithstanding other terms and conditions of this Agreement, the Owner and Town acknowledge that in the future the Owner may wish to convert Tap 3 which currently serves the separate livestock watering tank on the Four Bar Property, to a tap supplying one additional residence on the Subject Properties (the "Converted Tap"). In the event that the Owner requests this conversion, the Town will allow the conversion provided that:

- a. The residence served by the Converted Tap shall be located on the Subject Properties unless otherwise agreed to in writing by the parties.
- b. The water supplied by the Converted Tap shall be used solely for indoor domestic use. No outdoor water use of any kind, including livestock watering, will be allowed using water supplied by the Town to the Converted Tap.
- c. The total demand for service from the Converted Tap shall not exceed 1 EQR.
- d. All livestock watering related to Tap 3, once converted, shall cease.
- e. For so long as Tap 3 continues to be used for livestock watering, Tap 1 will only be allowed to be used for one residence and two livestock watering tanks and Tap 2 will only be allowed to be used for one residence. In the event that Tap 3 is converted to residential usage, it will be allowed to serve one residence, Tap 1 will be allowed to continue to supply one residence and two livestock watering tanks and Tap 2 will supply one residence. In no case shall the demand exceed the service levels described above at Paragraph 4.

9. Subdivision or Redevelopment of the Subject Properties. The Owner acknowledges and agrees that any subdivision of the Subject Properties, or any rezoning or other redevelopment of the Subject Properties for other than the uses allowed by this Agreement will not obligate the Town to provide water service other than as provided by this Agreement. In other words, if the Owners decide to subdivide or redevelop the Subject Properties, the Town will still provide water service to Owner's Taps 1, 2, and 3 for the uses allowed by this Agreement pursuant to the terms of this Agreement. If the Owner ever determines to subdivide or redevelop the Subject

Properties into parcels of less than thirty-five acres each, the Owner shall first inform the Town, and, prior to subdivision or redevelopment, the Town and Owner will agree on the assignment of Taps 1, 2, and 3 prior to any Garfield County development approvals or change of ownership. Should, however, the Owner fail to notify the Town in advance of any such subdivision or redevelopment into parcels of less than thirty-five acres each, unless otherwise agreed by the Town in its sole discretion, the Town's water service obligations hereunder shall remain limited to the obligation to continue service as provided by this Agreement.

10. Costs. All costs associated with the installation of Tap 1 including, but not limited to material cost, new meter cost, permit costs and inspection cost, are the responsibility of the Owner.

11. Ownership, Access, Meters, Conservation and Backflow Prevention. The parties agree that the service lines and other water system infrastructure on the Subject Properties beyond the tap to the Town's 10-inch water main is and will be owned operated maintained, repaired and replaced by the Owner. The Owner shall also keep and maintain an individual water service meter acceptable to the Town at each residence and at the livestock watering tanks located on the Subject Properties in operable condition and install and maintain a backflow preventer at the residences and the livestock watering tanks. Owner shall also keep and maintain a float valve on all of the livestock watering tanks to prevent the waste of water that would otherwise occur if the tanks were to run continuously. The Town shall have access to the Subject Properties for purposes of meter reading and inspection of infrastructure and water use on the Subject Properties.

12. Extension of Water Service Prohibited. The parties agree that any extension of Town water service connections beyond the limits of the Subject Properties or to any additional residences or livestock watering tanks, or other uses, other than residences and livestock watering tanks authorized by this Agreement, shall be and is hereby strictly prohibited unless the parties agree otherwise in a writing signed by both parties.

13. Maintenance of Private Infrastructure. The Town's only maintenance responsibility shall be for its 10-inch water main and Associated Fixtures. The Owner assumes sole responsibility for the operation and maintenance of all private water system components beyond the tap to the Town's 10-inch water main.

14. Additional Limitations. Owner acknowledges that the Town's ability to provide water service to the Subject Properties may be limited or inhibited during periodic maintenance, or when sufficient legal or physical water supplies are not available due to drought, shortage, or other demands upon the Town's municipal water treatment or delivery systems that are out of the Town's control.

15. Rules and Regulations. Owner agrees to operate these components in a manner consistent with all applicable local, Town, State, or Federal rules or regulations related to private water systems or extra-territorial use of potable water delivered by the Town of Carbondale and the terms of this Agreement. Among other applicable requirements, the Town's Municipal Code has extensive provisions regarding conservation, drought restrictions, backflow prevention, and other pollution restrictions. Owner agrees to adopt this Agreement and all generally applicable Town water and sewer system ordinances, and rules and regulations as rules and regulations governing the use of water on the Subject Properties subject to the terms of this Agreement. Owner agrees to assist the Town in every manner reasonably possible to enforce the Town's ordinances, rules and regulations made to protect purity, safety and supply of the water delivered to the Subject Properties pursuant to this Agreement, including curtailment during times of shortage, elimination of any potential cross-connections, and the utilization of water conservation devices. Owner also agrees to prohibit all unnecessary or unreasonable waste of

water on the Subject Properties, and to make reasonable efforts to enforce such prohibition. The unreasonable or unnecessary waste of water shall be defined as set forth in the Town's Municipal Code or Utilities Department regulations and policies.

16. Enforcement. The parties recognize and agree that, in addition to all other rights it may have, the Town has the right to enforce its respective ordinances, rules, regulations, and policies for the delivery or use of treated water hereunder subject to the terms of this Agreement, to disconnect the supply of water pursuant to such ordinances, rules, regulations, policies and this Agreement, and shall have all further remedies available in law or equity. Except in emergencies, the Town shall provide Owner with at least 30 days advance written notice and an opportunity to cure any claimed violations prior to exercising its right to disconnect.

17. No Waiver. Failure of a party to exercise any right hereunder shall not be deemed a waiver of any such right.

18. Force Majeure. No party shall be held liable for a failure to perform hereunder due to wars, strikes, acts of God, natural disasters, or other similar occurrences outside the reasonable control of that party. If a *force majeure* event occurs, all performance periods effected by the event shall be extended by a period of time equal to the duration of the effect of the *force majeure* event.

19. No Assignment Without Consent. This Agreement and the water service commitment shall run with the Subject Properties. Owner shall not, without obtaining the prior written consent of the Town, otherwise sell, assign, transfer, encumber or sublease any or all of Owner's rights, interests or obligations under this Agreement. In no case will the Town approve a transfer or assignment of water service to any property that is not presently part of Subject Properties.

20. Severability. If any provision of this Agreement shall be or become invalid or unenforceable, the remainder of the provisions shall not be affected thereby, and each and every provision shall be enforceable to the fullest extent permitted by law.

21. Binding Agreement - Recording. This Agreement is binding upon the parties hereto, their successors and assigns, and is deemed to run with title to the Subject Properties. This Agreement and the exhibits hereto shall be recorded with the Garfield County Clerk and Recorder.

22. Governing Law; Venue; Attorney's Fees. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Colorado. Venue of all actions arising under this Agreement shall be Garfield County, Colorado. In the event litigation is initiated to resolve any dispute or conflict regarding the terms of this Agreement or the rights and obligations of the parties hereto, the court shall award the prevailing party its costs incurred in pursuing such remedies, including, without limitation, expert witness fees and reasonable attorney's fees.

23. Mediation Required. Prior to initiating litigation for any dispute arising out of this Agreement, the party seeking resolution of such dispute must arrange for mediation with a mediator agreed to by both parties. Both parties must attend such mediation and make a good faith effort to resolve the dispute. Failure by a party to arrange mediation prior to initiating litigation for a dispute arising out of this Agreement is a material breach of this Agreement.

24. Notices. All notices or other communications required or permitted under this Agreement shall be in writing, shall be personally delivered or sent by certified mail, postage prepaid and return receipt requested, and such notices shall be deemed given when received. Notices shall be directed to the following addresses:

- a. Town: Town of Carbondale
ATTN: Town Manager
511 Colorado Avenue
Carbondale, CO 81623
- b. Owner: Four Bar Ranch Company, LTD
P.O. Box 686
Carbondale, CO 81623

25. Authorization of Signatures. The parties acknowledge and represent to each other that all procedures necessary to validly contract and execute this Agreement have been performed and that the persons signing for each party have been duly authorized to do so. The parties acknowledge and agree that no representation or inducement has been made regarding the rights set forth in this Agreement that is not expressly set forth herein.

26. Termination. Unless agreed to otherwise in a writing signed by the parties, this Agreement shall be terminated upon default by Owner if not remedied within 60 days' notice of such a default by the Town, or otherwise terminated in writing by mutual agreement of the parties and the terms of this Agreement shall continue until such termination.

27. Counterparts. This Agreement may be signed using counterpart signature pages, with the same force and effect as if all parties signed on the same signature page. Electronically generated copies of this Agreement that are signed by the parties shall be treated with the same force and effect as originals.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows.

TOWN:

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

By _____
Dan Richardson, Mayor

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged before me _____, 2019, by Dan Richardson, Mayor of
the Town of Carbondale, Colorado.

My commission expires _____.

Witness my hand and official seal.

Notary Public

OWNER: FOUR BAR RANCH
COMPANY, LTD

Thomas R. Turnbull
By: Thomas R. Turnbull,

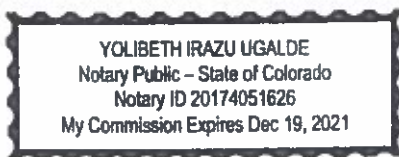
Date: 9-17-19

STATE OF COLORADO)
COUNTY OF Garfield) ss.

Acknowledged before me Thomas R. Turnbull, 2019, by Thomas R. Turnbull.

My commission expires Dec 19, 2021.

Witness my hand and official seal.



[Signature]
Notary Public

**EXHIBITS “A” AND “B” TO THE EXTRA-TERRITORIAL WATER
SERVICE AGREEMENT FOR FOUR BAR RANCH PROPERTY**

Exhibit A

Four Bar Ranch Tap Locations

Legend

↓ Tap

↓ Tap 1

165

153

133

↓ Tap 3

↓ Tap 2

Google Earth



EXHIBIT B
PAGE 1 OF 2

EASEMENT DESCRIPTION

AN EASEMENT SITUATE IN THE NE1/4 OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN; SAID EASEMENT BEING ENTIRELY WITHIN THAT PROPERTY DESCRIBED IN THAT DEED RECORDED AT RECEPTION NO. 776498 OF THE PITKIN COUNTY RECORDS; SAID EASEMENT BEING 20 FEET IN WIDTH, 10 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINES:

BEGINNNING AT A POINT ON THE COMMON BOUNDARY LINE BETWEEN SAID RECEPTION NO. 776498 AND THE EASTERLY RIGHT OF WAY LINE OF COLORADO STATE HIGHWAY 133, AS SAID HIGHWAY IS SHOWN AND DESCRIBED ON THE CRYSTAL VALLEY TRAIL ROW PLANS PREPARED BY J.R. ENGINEERING FOR PITKIN COUNTY OPEN SPACE AND TRAILS ON JULY 22, 2008 UNDER JOB NO. 39537.00, WHENCE THE NE CORNER OF SAID SECTION 10 BEARS N38°29'54"E A DISTANCE OF 1688.76 FEET MORE OR LESS (WITH ALL BEARINGS HEREIN RELATIVE TO A BEARING OF 50° 05' 22"E ALONG THE EAST LINE OF SAID SECTION 10); SAID POINT ALSO BEING A POINT ON THE CENTERLINE OF AN EXISTING PRIVATE ROAD; THENCE THE FOLLOWING EIGHT (8) COURSES ALONG SAID CENTERLINE OF SAID EXISTING PRIVATE ROAD:

- 1) S 42°25'14" E A DISTANCE OF 29.71 FEET;
- 2) S 12°21'32" E A DISTANCE OF 18.94 FEET;
- 3) S 00°34'36" W A DISTANCE OF 59.02 FEET;
- 4) S 04°01'25" E A DISTANCE OF 91.87 FEET;
- 5) S 07°33'02" E A DISTANCE OF 158.36 FEET;
- 6) S 13°42'18" E A DISTANCE OF 95.81 FEET;
- 7) S 22°20'52" E A DISTANCE OF 167.83 FEET TO THE POINT OF INTERSECTION A;
- 8) S 31°57'38" E A DISTANCE OF 104.72 FEET;

THENCE LEAVING SAID CENTERLINE OF SAID EXISTING PRIVATE ROAD S 23°36'50" E A DISTANCE OF 206.72 FEET TO THE POINT OF INTERSECTION B; THENCE S 25°12'23" E A DISTANCE OF 191.73 FEET TO THE POINT OF TERMINUS;

THENCE RETURNING TO THE POINT OF INTERSECTION A; THENCE S 39°35'54" W A DISTANCE OF 101.30 FEET; THENCE S 20°51'21" W A DISTANCE OF 14.81 FEET; THENCE S 04°48'38" W A DISTANCE OF 12.09 FEET; THENCE S 05°24'20" E A DISTANCE OF 31.37 FEET TO THE POINT OF TERMINUS A;

THENCE RETURNING TO THE POINT OF INTERSECTION B; THENCE S 05°12'31" W A DISTANCE OF 47.77 FEET; THENCE S 14°42'21" E A DISTANCE OF 103.87 FEET TO THE POINT OF TERMINUS B;

SAID EASEMENT CONTAINING 28,116 SQUARE FEET, MORE OR LESS.

DESCRIPTION PREPARED JUNE 18, 2019 BY:
LINDA CATHERINE LOVE, PLS 38427
FOR AND ON BEHALF OF:
SOPRIS ENGINEERING, LLC

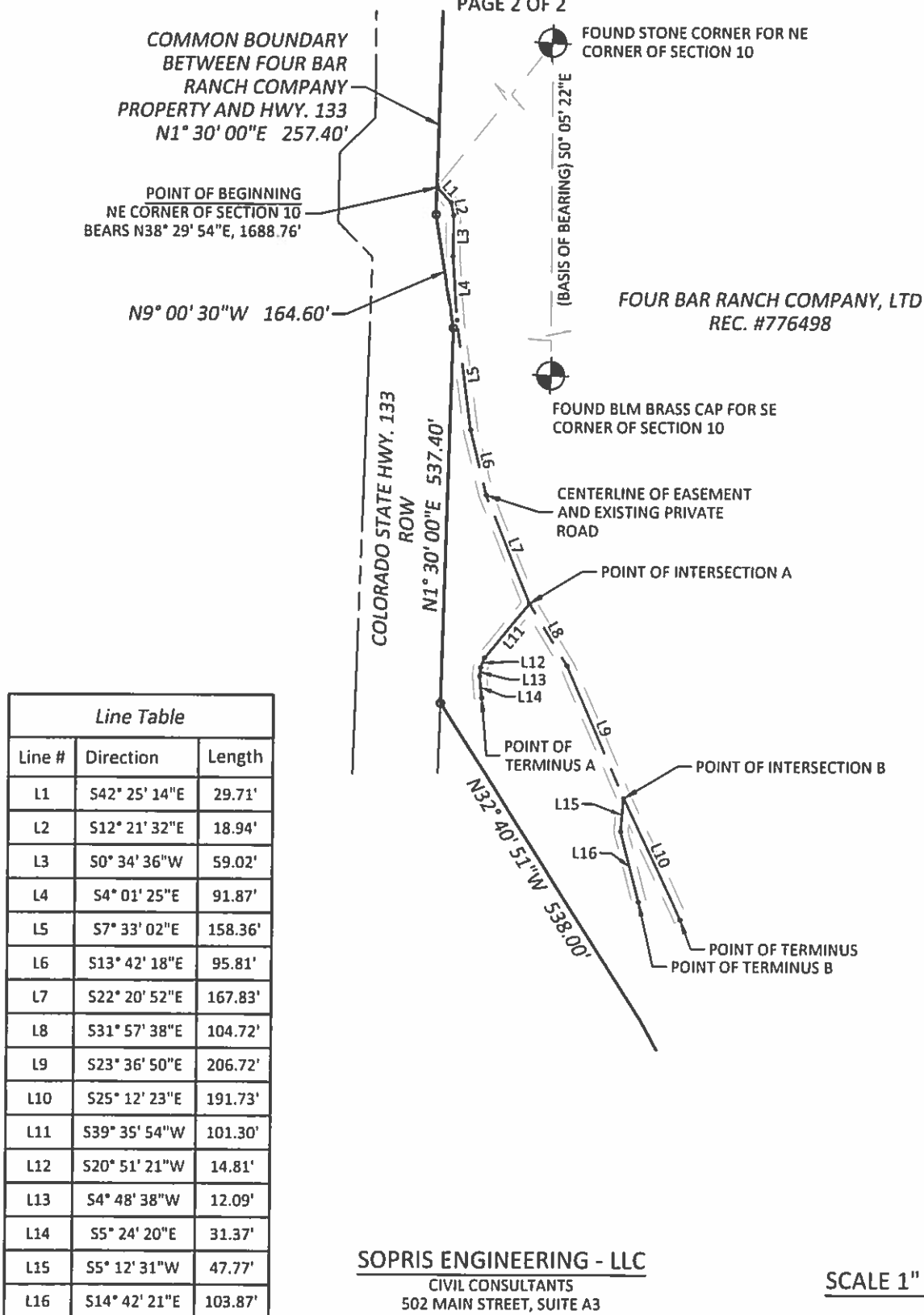
SOPRIS ENGINEERING - LLC

CIVIL CONSULTANTS
502 MAIN STREET, SUITE A3
CARBONDALE, COLORADO 81623
(970) 704-0311

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EXHIBIT B

PAGE 2 OF 2





**TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623**

Board of Trustees Agenda Memorandum

Item No: 10
Attachment: J

Meeting Date: September 24, 2019

TITLE: Discussion on Solar PPA Buy Out

SUBMITTING DEPARTMENT: Managers

ATTACHMENTS: Email from Hybrid Energy Group
Cash Flow Analysis
Solar Power Services Agreement, 2013

BACKGROUND:

The Town of Carbondale issued an RFP for Solar PPA's in December of 2012 with a submittal deadline of January 23, 2013. After a thorough process the Town entered into a Solar Power Services Agreement on September 11, 2013 with Carbondale Solar LLC for three solar arrays (copy attached). The three locations included in the PPA were the Roaring Fork Treatment Plant, the Third Street Center and Town Public Works Shop. The solar systems came on-line in late December 2013 and had a six year "early buy-out" option.

DISCUSSION:

The purchase price for the three solar systems and potential funding sources are as follows:

Third Street Center	\$86,797	Capital Fund
Public Works	\$36,862	Capital Fund
RFWTP	\$150,409	Water Fund

The Third Street Center does not have the capital to purchase their system so the concept is that the Town would purchase it (the Town is the contracted entity in the PPA) and sell the power produced to the Third Street Center within the current rate structure.

Katherine Rushton has provided a cash flow analysis for the purchase. It essentially shows that the Town will have a positive net cash flow in 2026 if the purchase option is executed. There are some assumptions on O+M and insurance built into the analysis. Katherine will be at the meeting to review this in detail.

RECOMMENDATION:

Staff recommends that the Town Board authorize the early buy-out option with Hybrid Energy Group and direct staff to finalize the necessary documents.

Prepared By: Jay Harrington

JH
Town Manager

Jay Harrington

From: Ted Ramsey <tramsey@hybridenergygroup.com>
Sent: Tuesday, September 3, 2019 5:13 PM
To: Jay Harrington
Cc: Woody Beardsley
Subject: Carbondale Solar Purchase Option
Attachments: 2019_09_03_RFWTP_production history.xlsx; 2019_09_03_Public Works_production history.xlsx; 2019_09_03_3rd St. Cntr_production history.xlsx

Jay, Thank you for your time this morning. As we discussed, I am attaching the solar production history for each of the three Carbondale installations.

At this juncture, we do not believe that it would be feasible for Carbondale Solar to retain the 3rd Street Center while selling the other two arrays back to ToC. Our best solution for that issue would be to find a third party that wanted to purchase the PPA from Carbondale Solar. Unfortunately, I'm not too optimistic about that prospect.

To assist ToC to analyze this matter, here's a summary of the production information for each system as of August, 2019.

3rd Street Center (50.96 kW):

3-year average annual production: 61,998 kWh
PPA Purchase Price: \$86,797
Current PPA cost of electricity: \$0.10689/kWh (3.5% annual escalator)
Cash REC price: \$0.08/kWh (fixed; payable monthly through December/2033)

Public Works (18.63 kW):

3-year average annual production: 26,330 kWh
PPA Purchase Price: \$36,862
Current PPA cost of electricity: \$0.10689/kWh (3.5% annual escalator)
Cash REC price: \$0.08/kWh (fixed; payable monthly through December/2033)

RFWTP (87.22 kW):

3-year average annual production: 107,435 kWh
PPA Purchase Price: \$150,409
Current PPA cost of electricity: \$0.10689/kWh (3.5% annual escalator)
Cash REC price: \$0.08/kWh (fixed, payable monthly through December/2033)

In analyzing the buy-out option, we encourage you to consider both the PPA savings as well as the Xcel cash REC incentive that would accrue to ToC. In 2020, the combined savings and income would equal \$0.1906/kWh (0.1106 PPA + 0.08 REC).

Please do not hesitate to contact me if you have any questions or require copies of any of the contracts.

Best regards,

--
Ted Ramsey
Hybrid Energy Group, LLC
901 Acoma St.
Denver, CO 80204

Third St, RFWTP, Public Works combined

156.81

Assumptions

3rd St: 3 year annual av. kWhs:	61,998
Pub. Works: 3 year annual av. kWhs:	26,330
RFWTP: 3 year annual av. kWhs:	107,435
w/ annual decline	0.75%

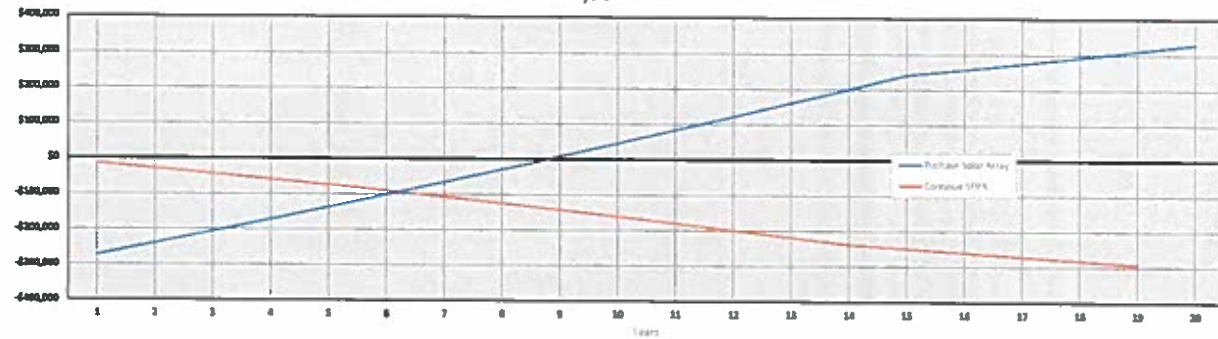
Revenue & Costs

ToC Solar Cost \$/kWh	\$ 0.1069
Xcel SG Usage rate \$/kWh	\$ 0.0350
Xcel C Usage rate \$/kWh	\$ 0.1238
Annual escalator	3.50%
Xcel REC's	\$ 0.080
O&M	1.17%
O&M escalator	2.00%
Insurance	1.88%
Projected Acquisition Cost	\$ 274,068

Financial Indicators

IRR	10.48%
NPV	\$ 170,762

Cash Flow Analysis



	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Year->	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Annual Production: RFWTP	107,435	106,629	105,830	105,036	104,248	103,466	102,690	101,920	101,156	100,397	99,644	98,897	98,155	97,419	96,688	95,963	95,243	94,529	93,820
Annual Production: Public Works	26,330	26,133	25,937	25,742	25,549	25,357	25,167	24,978	24,791	24,605	24,421	24,237	24,056	23,875	23,696	23,518	23,342	23,167	22,993
Annual Production: Third St	61,998	61,533	61,072	60,613	60,159	59,708	59,260	58,815	58,374	57,937	57,502	57,071	56,643	56,218	55,796	55,378	54,962	54,550	54,141
PPA price	\$/kWh	0.1069	0.1106	0.1145	0.1185	0.1227	0.1270	0.1314	0.1360	0.1408	0.1457	0.1508	0.1561	0.1615	0.1672	0.1730	0.1791	0.1853	0.1918
Avoided Payments to Carbondale Solar LLC	\$	\$14,798	\$14,688	\$15,088	\$15,499	\$15,921	\$16,354	\$16,800	\$17,257	\$17,727	\$18,210	\$18,706	\$19,216	\$19,739	\$20,277	\$0	\$0	\$0	\$0
Revenue from 3rd St Center	\$	\$6,627	\$6,807	\$6,993	\$7,183	\$7,379	\$7,580	\$7,786	\$7,999	\$8,216	\$8,440	\$8,670	\$8,906	\$9,149	\$9,398	\$9,654	\$9,917	\$10,187	\$10,465
Xcel REC Payments	\$	\$15,661	\$15,544	\$15,427	\$15,311	\$15,196	\$15,082	\$14,969	\$14,857	\$14,746	\$14,635	\$14,525	\$14,416	\$14,308	\$14,201	\$0	\$0	\$0	\$0
Avoided Payments to Xcel	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,267	\$10,546	\$10,834	\$11,129
Gross Revenue/Avoided Costs	\$36,586	\$37,039	\$37,508	\$37,993	\$38,496	\$39,017	\$39,556	\$40,113	\$40,690	\$41,286	\$41,902	\$42,538	\$43,196	\$43,876	\$44,578	\$0	\$0	\$0	\$0
O&M	\$1,176	\$1,200	\$1,224	\$1,248	\$1,273	\$1,298	\$1,324	\$1,351	\$1,378	\$1,406	\$1,434	\$1,462	\$1,492	\$1,521	\$1,552	\$1,583	\$1,614	\$1,647	\$1,680
Insurance	\$1,882	\$1,882	\$1,882	\$1,882	\$1,882	\$1,882	\$1,882	\$1,882	\$1,882	\$1,882	\$1,882	\$1,882	\$1,882	\$1,882	\$1,882	\$1,882	\$1,882	\$1,882	\$1,882
Total Operating Costs	\$3,058	\$3,081	\$3,105	\$3,130	\$3,155	\$3,180	\$3,206	\$3,233	\$3,260	\$3,287	\$3,315	\$3,344	\$3,373	\$3,403	\$3,434	\$3,465	\$3,496	\$3,529	\$3,561
Net Revenue and Avoided Costs	-\$274,068	\$33,528	\$33,957	\$34,402	\$34,863	\$35,341	\$35,837	\$36,349	\$36,880	\$37,430	\$37,998	\$38,586	\$39,194	\$39,823	\$40,473	\$41,147	\$41,845	\$42,567	\$43,313
Cumulative Net	\$33,528	\$67,486	\$101,888	\$136,751	\$172,093	\$207,929	\$244,279	\$281,159	\$318,589	\$356,588	\$395,174	\$434,368	\$474,191	\$514,664	\$555,815	\$597,655	\$635,299	\$668,759	\$698,039
Net cash flow	-\$274,068	-\$240,540	-\$206,583	-\$172,180	-\$137,317	-\$101,975	-\$66,139	-\$29,789	\$7,091	\$44,521	\$82,519	\$121,106	\$160,300	\$200,123	\$240,596	\$281,723	\$323,506	\$365,947	\$409,047
Discounted net cash flow	-\$232,406	-\$192,847	-\$155,297	-\$119,664	-\$85,861	-\$53,804	-\$23,414	\$5,385	\$32,666	\$58,500	\$82,951	\$106,084	\$127,960	\$148,636	\$168,151	\$186,559	\$203,914	\$220,267	\$235,661
Cost of solar elec without purchase	-\$14,398	-\$28,986	-\$44,073	-\$59,572	-\$75,493	-\$91,847	-\$108,647	-\$125,904	-\$143,632	-\$161,842	-\$180,548	-\$199,764	-\$219,503	-\$239,780	-\$250,047	-\$260,593	-\$271,427	-\$282,556	-\$293,987

R/WTP

87.22

Assumptions

3 year annual average production kWh: 107,435
w/ annual decline 0.75%

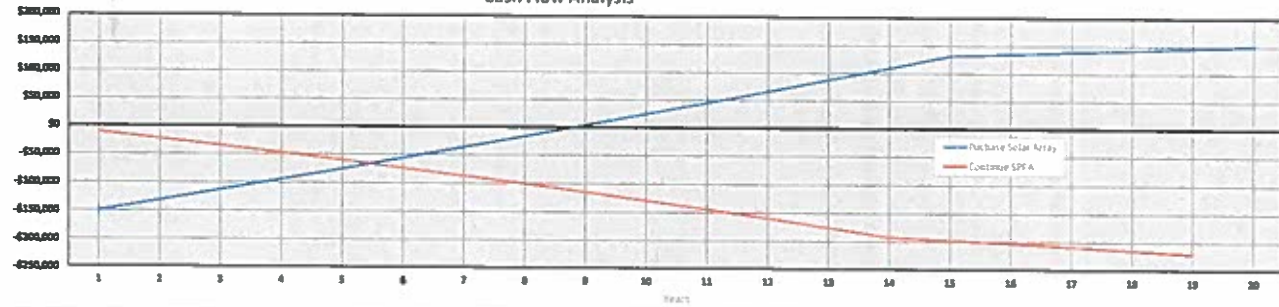
Revenue & Costs

ToC Solar Cost \$/kWh \$ 0.1069
Xcel SG Usage rate \$/kWh \$ 0.0353
Annual escalation rate 3.50%
Xcel RECs \$ 0.080
O&M 654.15
O&M escalator 2.00%
Insurance 1,070
Projected Acquisition Cost \$ 150,409

Financial Indicators

IRR 9.83%
NPV \$ 78,378

Cash Flow Analysis



		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
	Year->	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Annual Production	kWh	107,435	106,629	105,830	105,036	104,248	103,466	102,690	101,920	101,156	100,397	99,644	98,897	98,155	97,419	96,688	95,963	95,243	94,529	93,820
Solar PPA cost	\$/kWh	0.1069	0.1106	0.1145	0.1185	0.1227	0.1270	0.1314	0.1360	0.1408	0.1457	0.1508	0.1561	0.1615	0.1672	0.1730	0.1791	0.1853	0.1918	0.1985
Xcel SG Usage rate	\$/kWh	0.0353	0.0365	0.0378	0.0391	0.0405	0.0419	0.0434	0.0449	0.0464	0.0481	0.0498	0.0515	0.0533	0.0552	0.0571	0.0591	0.0612	0.0633	0.0655
Avoided Payments to Carbondale Solar LLC	\$	11,484	11,797	12,118	12,448	12,787	13,135	13,493	13,861	14,238	14,626	15,024	15,433	15,854	16,286	0	0	0	0	0
Xcel REC Payments	\$	8,595	8,530	8,466	8,403	8,340	8,277	8,215	8,154	8,092	8,032	7,972	7,912	7,852	7,793	0	0	0	0	0
Avoided Payments to Xcel	\$	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5,520	5,670	5,825	5,984	6,146
Gross Revenue/Avoided Costs		\$20,079	\$20,327	\$20,584	\$20,851	\$21,127	\$21,413	\$21,708	\$22,014	\$22,330	\$22,658	\$22,996	\$23,345	\$23,706	\$24,079	\$5,520	\$5,670	\$5,825	\$5,984	\$6,146
O&M		\$654	\$667	\$681	\$694	\$708	\$722	\$737	\$751	\$766	\$782	\$797	\$813	\$830	\$846	\$863	\$880	\$898	\$916	\$934
Insurance		\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070	\$1,070
Total Operating Costs		\$1,724	\$1,737	\$1,751	\$1,764	\$1,778	\$1,792	\$1,807	\$1,821	\$1,836	\$1,852	\$1,867	\$1,883	\$1,900	\$1,916	\$1,933	\$1,950	\$1,968	\$1,986	\$2,004
Net Revenue and Avoided Costs																				
Cumulative Net	-\$150,409	\$18,354	\$18,590	\$18,834	\$19,087	\$19,349	\$19,620	\$19,902	\$20,193	\$20,494	\$20,806	\$21,128	\$21,462	\$21,807	\$22,163	\$3,587	\$3,720	\$3,857	\$3,998	\$4,142
	\$18,354	\$36,944	\$55,778	\$74,864	\$94,213	\$113,833	\$133,735	\$153,927	\$174,421	\$195,227	\$216,356	\$237,817	\$259,624	\$281,787	\$285,374	\$289,094	\$292,951	\$296,948	\$301,090	
Net cash flow	-\$150,409	-\$132,055	-\$113,465	-\$94,631	-\$75,545	-\$56,196	-\$36,576	-\$16,674	\$3,518	\$24,012	\$44,818	\$65,947	\$87,408	\$109,215	\$131,378	\$134,965	\$138,685	\$142,542	\$146,539	\$150,681
Discounted net cash flow		-\$127,589	-\$105,921	-\$85,352	-\$65,833	-\$47,316	-\$29,754	-\$13,106	\$2,672	\$17,619	\$31,772	\$45,170	\$57,845	\$69,832	\$81,163	\$80,559	\$79,980	\$79,425	\$78,891	\$78,378

Public Works

18.63

Assumptions

3 year annual average production kWh: 26,330
w/ annual decline 0.75%

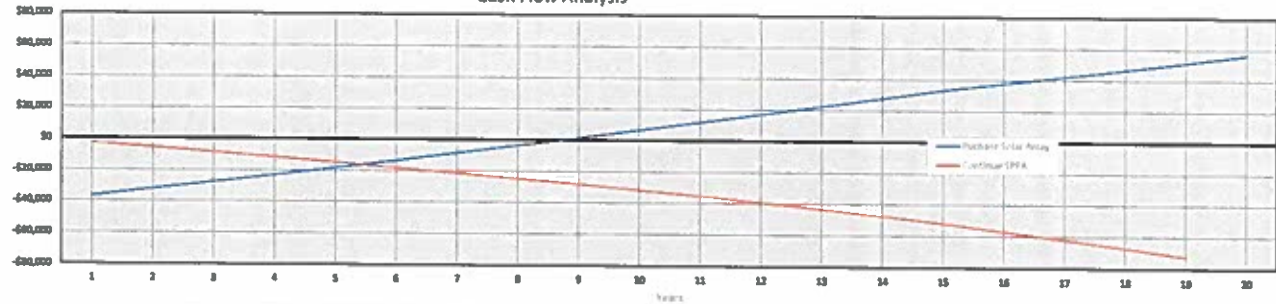
Revenue & Costs

Top Solar Cost \$/kWh \$ 0.1069
Xcel C Usage rate \$/kWh \$ 0.1238
Annual escalation rate 3.50%
Xcel RECs \$ 0.080
O&M 140
O&M escalator 2.00%
Insurance 224
Projected Acquisition Cost \$ 36,862

Financial Indicators

IRR 11.46%
NPV \$ 29,156

Cash Flow Analysis



		2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Year ->	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	
Annual Production	kWh	26,330	26,133	25,937	25,742	25,549	25,357	25,167	24,978	24,791	24,605	24,421	24,237	24,056	23,875	23,696	23,518	23,342	23,167	22,993
Solar PPA cost	\$/kWh	0.1069	0.1106	0.1145	0.1185	0.1227	0.1270	0.1314	0.1360	0.1408	0.1457	0.1508	0.1561	0.1615	0.1672	0.2073	0.2146	0.2221	0.2299	0.2379
Xcel C Usage rate	\$/kWh	0.1238	0.1281	0.1326	0.1372	0.1420	0.1470	0.1521	0.1574	0.1630	0.1687	0.1746	0.1807	0.1870	0.1935	0.2003	0.2073	0.2146	0.2221	0.2299
Avoided Payments to Carbondale Solar LLC	\$	\$2,814	\$2,891	\$2,970	\$3,051	\$3,134	\$3,219	\$3,307	\$3,397	\$3,489	\$3,584	\$3,682	\$3,782	\$3,885	\$3,991	\$0	\$0	\$0	\$0	\$0
Xcel REC Payments	\$	\$2,106	\$2,091	\$2,075	\$2,059	\$2,044	\$2,029	\$2,013	\$1,998	\$1,983	\$1,968	\$1,954	\$1,939	\$1,924	\$1,910	\$0	\$0	\$0	\$0	\$0
Avoided Payments to Xcel	\$	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,747	\$4,876	\$5,009	\$5,145	\$5,285
Gross Revenue/Avoided Costs		\$4,921	\$4,982	\$5,045	\$5,110	\$5,178	\$5,248	\$5,320	\$5,395	\$5,473	\$5,553	\$5,636	\$5,721	\$5,810	\$5,901	\$6,747	\$6,876	\$7,009	\$7,145	\$7,285
O&M		\$140	\$143	\$145	\$148	\$151	\$154	\$157	\$161	\$164	\$167	\$170	\$174	\$177	\$181	\$184	\$188	\$192	\$196	\$200
Insurance		\$224	\$224	\$224	\$224	\$224	\$224	\$224	\$224	\$224	\$224	\$224	\$224	\$224	\$224	\$224	\$224	\$224	\$224	\$224
Total Operating Costs		\$363	\$366	\$369	\$372	\$375	\$378	\$381	\$384	\$387	\$391	\$394	\$397	\$401	\$404	\$408	\$412	\$415	\$419	\$423
Net Revenue and Avoided Costs	-\$36,862	\$4,558	\$4,616	\$4,676	\$4,738	\$4,803	\$4,870	\$4,939	\$5,011	\$5,085	\$5,162	\$5,242	\$5,324	\$5,409	\$5,497	\$4,339	\$4,484	\$4,593	\$4,726	\$4,862
Cumulative Net		\$4,558	\$9,173	\$13,849	\$18,587	\$23,390	\$28,260	\$33,199	\$38,210	\$43,296	\$48,458	\$53,700	\$59,024	\$64,433	\$69,930	\$74,269	\$78,733	\$83,327	\$88,053	\$92,915
Net cash flow	-\$36,862	-\$32,304	-\$27,689	-\$23,013	-\$18,275	-\$13,472	-\$8,602	-\$3,663	\$1,348	\$6,434	\$11,596	\$16,838	\$22,162	\$27,571	\$33,068	\$37,407	\$41,871	\$46,465	\$51,191	\$56,053
Discounted net cash flow		-\$31,212	-\$25,848	-\$20,756	-\$15,925	-\$11,343	-\$6,998	-\$2,879	\$1,024	\$4,721	\$8,221	\$11,533	\$14,667	\$17,629	\$20,429	\$22,328	\$24,147	\$25,890	\$27,559	\$29,156

Third St

\$0.96

Assumptions

3 year annual average production kWhs: 61,998
w/ annual decline 0.75%

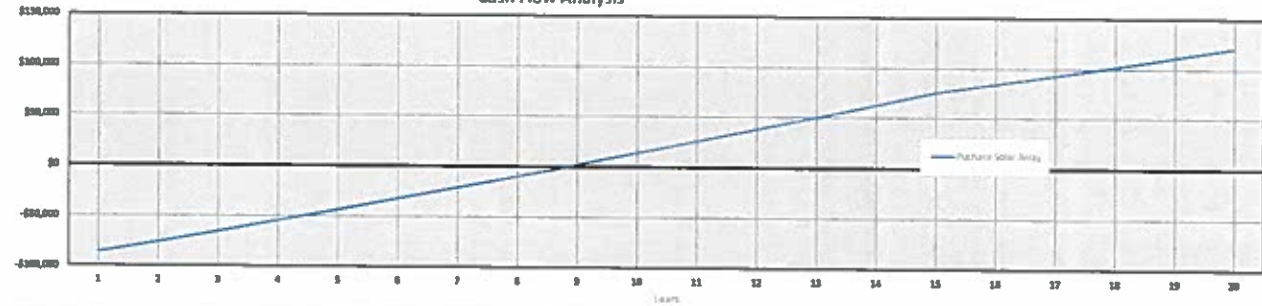
Revenue & Costs

ToC Solar Cost \$/kWh \$ 0.1069
Xcel SG Usage rate \$/kWh \$ 0.0150
Annual escalation rate 3.50%
Xcel RECs \$ 0.080
O&M 382
O&M escalator 2.00%
Insurance 612
Projected Acquisition Cost \$ 86,797

Financial Indicators

IRR 11.02%
NPV \$ 62,998

Cash Flow Analysis



	Year ->	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
Annual Production	kWh	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19
Solar PPA price	\$/kWh	61,998	61,533	61,072	60,613	60,159	59,708	59,260	58,815	58,374	57,937	57,502	57,071	56,643	56,218	55,796	55,378	54,962	54,550	54,141
Revenue from 3rd St Center	\$	0.1069	0.1106	0.1145	0.1185	0.1227	0.1270	0.1314	0.1360	0.1408	0.1457	0.1508	0.1561	0.1615	0.1672	0.1730	0.1791	0.1853	0.1918	0.1985
Xcel REC Payments	\$	\$6,627	\$6,807	\$6,993	\$7,183	\$7,379	\$7,580	\$7,786	\$7,999	\$8,216	\$8,440	\$8,670	\$8,906	\$9,149	\$9,398	\$9,654	\$9,917	\$10,187	\$10,465	\$10,750
Gross Revenue	\$	\$4,960	\$4,923	\$4,886	\$4,849	\$4,813	\$4,777	\$4,741	\$4,705	\$4,670	\$4,635	\$4,600	\$4,566	\$4,531	\$4,497	\$0	\$0	\$0	\$0	\$0
		\$11,587	\$11,730	\$11,879	\$12,032	\$12,192	\$12,357	\$12,527	\$12,704	\$12,886	\$13,075	\$13,270	\$13,472	\$13,680	\$13,895	\$9,654	\$9,917	\$10,187	\$10,465	\$10,750
O&M	\$	\$382	\$390	\$398	\$406	\$414	\$422	\$430	\$439	\$448	\$457	\$466	\$475	\$485	\$494	\$504	\$514	\$525	\$535	\$546
Insurance	\$	\$612	\$612	\$612	\$612	\$612	\$612	\$612	\$612	\$612	\$612	\$612	\$612	\$612	\$612	\$612	\$612	\$612	\$612	\$612
Total Operating Costs		\$994	\$1,001	\$1,009	\$1,017	\$1,025	\$1,033	\$1,042	\$1,051	\$1,059	\$1,068	\$1,077	\$1,087	\$1,096	\$1,106	\$1,116	\$1,126	\$1,136	\$1,147	\$1,157
Net Revenue and Avoided Costs			\$10,593	\$10,729	\$10,869	\$11,015	\$11,166	\$11,323	\$11,485	\$11,653	\$11,827	\$12,007	\$12,193	\$12,385	\$12,584	\$12,790	\$8,538	\$8,791	\$9,051	\$9,318
Cumulative Net			\$10,593	\$21,322	\$32,191	\$43,207	\$54,373	\$65,696	\$77,182	\$88,835	\$100,662	\$112,669	\$124,861	\$137,247	\$149,831	\$162,620	\$171,158	\$179,949	\$189,000	\$198,318
Net cash flow			\$10,593	\$10,729	\$10,869	\$11,015	\$11,166	\$11,323	\$11,485	\$11,653	\$11,827	\$12,007	\$12,193	\$12,385	\$12,584	\$12,790	\$8,538	\$8,791	\$9,051	\$9,318
Discounted net cash flow			\$76,204	\$65,475	\$54,606	\$43,591	\$32,424	\$21,101	\$9,616	\$2,038	\$13,865	\$25,871	\$38,064	\$50,449	\$63,033	\$75,823	\$84,361	\$93,152	\$102,203	\$111,521
			\$73,627	\$61,122	\$49,251	\$37,987	\$27,300	\$17,166	\$7,558	\$1,547	\$10,173	\$18,341	\$26,072	\$33,387	\$40,304	\$46,842	\$50,354	\$53,721	\$56,948	\$60,038

Solar Power Services Agreement

Entered into this September 11, 2013

Between

Carbondale Solar, LLC
Attn: Woody Beardsley
1615 California Street, Suite 613
Denver, Colorado 80202
303-909-2486

And

Town of Carbondale, Colorado
A Colorado Home Rule Municipal Corporation

Solar Power Services Agreement

Between

Carbondale Solar, LLC

And

Town of Carbondale, Colorado

A Colorado Home Rule Municipal Corporation

This Solar Power Services Agreement ("SPSA" or the "Agreement") is made this 11th day of September, 2013 by and between Carbondale Solar, LLC, a Colorado limited liability company ("Producer") and the Town of Carbondale, Colorado, A Colorado Home Rule Municipal Corporation ("Customer"). Producer and Customer are hereinafter referred to as a "Party" and collectively as the "Parties."

WHEREAS, Customer owns the land and buildings at 609 North 4th Street, 520 South 3rd Street, and 756 Highway 133 in Carbondale, Colorado (each a "Location" or collectively "Locations") and receives its electric power from Public Service Company of Colorado ("PSCo" or "Xcel Energy"); and

WHEREAS, the Producer intends to develop, design, supply materials, construct, and own a solar electric generating system at each Location (each a "System" or collectively the "Systems") with a collective total expected nameplate capacity of 156.80 kW DC; and

WHEREAS, the Producer intends to deliver and sell the solar electricity produced by the Systems to the Point(s) of Delivery, and the Customer intends to purchase and receive all electricity generated by the Systems from the Point(s) of Delivery; and

WHEREAS, if the Producer produces more electricity than Customer demands at any point in time, the excess will be conducted to the Xcel Energy utility grid and Xcel Energy will pay Customer for such excess pursuant to the tariff schedules and rules described in the Small Generator Interconnection Agreement between Producer and Xcel Energy and governing the interconnection of the system with the Xcel Energy utility grid; and

WHEREAS, if the Producer produces less electricity than Customer demands at any point in time, Customer will purchase the shortfall from Xcel Energy pursuant to a separate contractual agreement currently in place between Customer and Xcel Energy; and

WHEREAS, Producer will enter into a separate agreement with Xcel Energy entitled Solar Rewards SO-REC Purchase Contract, attached hereto as **Exhibit B** (the "SO-REC Purchase Contract"), whereby Producer shall receive all Renewable Energy Credit payments associated with the System; and

WHEREAS, Producer and Customer intend to execute all additional agreements required by Xcel Energy to interconnect with the utility grid and for the transfer and sale of electricity and RECs associated with the Systems.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the Parties agree as follows:

1. DEFINITIONS

The following terms shall have the meanings set forth herein:

“Commercial Operation” means the period beginning on the Commercial Operation Date and continuing through the end of the term of the SPSA.

“Commercial Operation Date” means the date that (a) 100% of the nameplate capacity of a PV System is installed, (b) the PV System has operated without experiencing any abnormal or unsafe operating conditions, (c) all permits necessary to authorize the production have been obtained; (d) all necessary metering has been installed; and (e) any necessary Interconnection Agreement with Public Service has been entered into for purposes of connecting the PV System to Public Service’s electric system. Written notice of such date shall be provided to Customer. Each of the three Systems contemplated in this SPSA will have its own Commercial Operation Date.

“CPUC” means the Colorado Public Utilities Commission or any successor agency.

“DC” means direct current.

“Facility” means the land and buildings on the Location at which the System will be constructed and located, including any interests reasonably necessary for the construction, operation and maintenance of the System.

“Fair Market Value” means the price that would be negotiated in an arm’s-length, free market transaction, for cash, between an informed, willing seller and an informed, willing buyer, neither of whom is under compulsion to complete the transaction.

“FERC” means the Federal Energy Regulatory Commission or any successor agency.

“Interconnection Agreement” means the separate agreement between PSCo and Producer for interconnection of the System to the PSCo utility grid.

“Point of Delivery” means the point where the electricity changes possession from one party to another; the dedicated electrical service panel back-feeding the existing main electrical switchgear at the Facility where the system is located.

“Production Meter” or “REC Meter” means the electrical meter that Xcel Energy will install to measure and record the electricity production of the System.

“PSCo” means Public Service Company of Colorado (“Xcel Energy”).

“Renewable Energy Credit” or “REC” shall have the meaning set forth in 4 C.C.R. 723-3, § 3652(n) and means the contractual right to non-energy attributes, including any and all credits, benefits, emissions, reductions, offsets, and allowances howsoever entitled, directly attributable to a specific amount of electricity generated by the System.

“SO-REC Purchase Contract” means the contract between Producer and Xcel Energy to sell all RECs generated by the System and attached hereto, in sample form, as Exhibit B.

“System” means Producer’s solar electric generation System to be located upon Customer’s Facility. The System is comprised of all necessary equipment to produce and deliver electricity to the Point of Delivery, including, but not limited to, modules, inverters, racking, wiring, lightning arrestors, and disconnects, but not including the Point of Delivery itself or any Facilities beyond the Point of Delivery.

2. INSTALLATION AND OPERATION OF THE SYSTEM

2.1 Description of Systems

Producer shall construct, own, operate, and maintain Systems, which shall consist of solar modules and associated equipment having a designed maximum, cumulative, nameplate output of 156.80 kW DC. Producer and Customer have determined the specifications, quantity and configuration of Systems’ components (the “System Components”), including without limitation, the solar PV modules, and the location and method of installation of the Systems to be installed at the Facilities, more particularly set forth in Exhibit A attached hereto (the “Specifications”); and Producer shall acquire and assemble the System Components and install the Systems in accordance with the Specifications.

2.2 Installation of Systems

2.2.1 Pre-installation Activities

Producer shall be solely responsible for all costs for and the performance of all tasks required for installation of the Systems. Promptly following the execution of this Agreement, Producer shall use commercially reasonable efforts to:

- (1) obtain financing for installation of the System and Solar Renewable Energy Credits for the Systems;
- (2) obtain all permits, contracts and agreements required for installation of the Systems;
- (3) effect the execution of all agreements required for utility interconnection of the Systems; and
- (4) enter into contract(s) for installation of the Systems, subject to the terms of any proposed financing.

Successful completion of parts (1)-(4) of this subsection 2.2.1 shall be conditions precedent to Producer's obligations to install and operate Systems and otherwise perform its obligations under this Agreement.

Customer acknowledges that the SO-REC Contract, attached as Exhibit B, is a sample; the executable SO-REC Contract will not be available until after the execution of this Agreement. Producer will provide Customer the final, executable form of the SO-REC Contract after Xcel releases it. Customer agrees to execute the SO-REC Contract within 10 days of receiving it from Producer, provided that such final contract is not materially different from the sample SO-REC Contract attached as Exhibit B.

2.2.2 Engineering, Permitting and Inspections

Producer shall be responsible and Customer shall reasonably assist in coordinating engineering, permitting and inspection as required by the local jurisdiction(s). Upon reasonable notice and request by Customer, Producer shall provide copies of engineering, permits and progress reports to notify Customer of the current status of construction.

2.2.3 Extension or Termination of Agreement prior to Commercial Operation

Producer shall use commercially reasonable efforts to cause installation of the Systems to be completed and to cause each System to begin Commercial Operation on or before March 31, 2014. If, on such date, the Systems are not ready for Commercial Operation, Producer shall notify Customer of the actual or estimated Commercial Operation Date. If the activities contemplated in parts (1)-(4) of subsection 2.2.1 are not completed by January 31, 2014, either Party shall have the option, upon written notice, to terminate the Agreement. Alternatively, in the event that such conditions precedent are not satisfied as this Agreement may require, the Parties may mutually agree to amend this Agreement to revise the anticipated Commercial Operation Date.

If Producer elects to terminate this Agreement according to this subsection 2.2.3, it shall have no further liability except for removal of all of its equipment at the Facilities and restoration of the Facilities. Producer agrees, at its sole cost and expense, to repair or refinish all damage caused by the operation or removal of Producer's Systems and connecting equipment, excepting damage caused by ordinary wear and tear and loss by casualty or other causes beyond Producer's control. If Producer fails to repair or refinish any such damage, Customer may, in its sole discretion, repair or refinish such damage and Producer shall reimburse Customer of all costs and expenses incurred in such repair or refinishing.

2.3 Operation and Ownership of Systems

2.3.1 Operation and Maintenance

Producer shall be solely responsible for operation and maintenance of the Systems and shall, at all times during the term of this Agreement, maintain the Systems in good operating condition. Neither Customer nor any party related thereto shall have the right or be deemed to operate the Systems for purposes of Section 7701(e)(4)(A)(i) of the Internal Revenue Code. Producer shall

bear all risk of loss with respect to the Systems, and shall have full responsibility for their operation and maintenance in compliance with all laws, regulations and governmental permits.

Producer's personnel shall be skilled and/or licensed where necessary to perform installation and maintenance of the Systems. Producer shall conduct its operations in a manner intended to comply with FERC Order No. 2004, Colorado Revised Statute § 40-2-101, et seq., and any other applicable CPUC, local, state or federal laws, statutes and/or regulations.

2.3.2 Ownership

The Producer and the Customer hereby agree and acknowledge that notwithstanding the Systems' presence on Customer's Facilities, Customer shall have no ownership interest in the Systems. The Systems shall, at all times, retain the legal status of Producer's personal property as defined under Colorado law. Customer covenants that it will use reasonable efforts to place all persons or entities having an interest in or lien upon the real property comprising the Facilities on notice of the ownership of the Systems and the legal status or classification of the Systems as personal property. If there is any mortgage or fixture filing against a Facility which could be construed as prospectively attaching to a System as a fixture of the Facility, Customer shall provide Producer a disclaimer, release or other similar instrument reasonably acceptable to Producer from any such mortgagee, person, or entity making a fixture filing on the Facility. If Customer is the fee owner of the Facility, Customer consents to the filing of a disclaimer of the System as a fixture of the Facility in the office where real estate records are customarily filed in the jurisdiction of the Facility. Customer shall have the opportunity to review the disclaimer prior to its filing and to make reasonably acceptable changes to it. If Customer is not the fee owner, Customer will obtain such disclaimer from such owner.

2.3.3 Taxes and Insurance

All property taxes, if any, related to the Systems shall be the responsibility of Producer. Producer shall maintain property insurance and commercial generally liability coverage as required by section 11 of this Agreement.

2.4 Grant of License

Customer hereby grants a license to Producer, its employees, agents, contractors, subcontractors, invitees, and advisors ("Authorized Parties") to access the Facilities as reasonably necessary to allow Producer to perform the installation work, System operations, and System removal, including ingress and egress rights to the Locations and Facilities. Producer's access rights under this license shall extend to Facilities' roof surfaces, grounds, electrical panels and conduits to interconnect or disconnect the Systems with the Facilities' electrical wiring. Such access shall be at reasonable times and in a reasonable manner so as to minimize interference with Customer's other lawful uses of the Locations and Facilities.. Customer expressly reserves the right to use the Locations and Facilities for uses that will not unreasonably interfere with Producer's operations hereunder or enjoyment of the rights hereby granted.

2.5 Third Street Center Roof Replacement

With respect to the Location at 520 South 3rd Street, commonly known as the Third Street Center, Producer agrees to coordinate placement of the Systems to accommodate the contemporaneous replacement of the membrane roof upon the Facility at the Location at the time of installation of the Systems.

3. TERM AND TERMINATION

3.1 Term

This SPSA shall become effective as of the date first set forth above and shall remain in full force and effect until the earlier of (i) the end of the twentieth (20) anniversary of the Commercial Operation Date of the last of the three Systems to achieve Commercial Operation and (ii) the date of the closing of the Early Buy-Out Option described in Section 7 ("Term"); provided, however, termination shall not affect the obligations to pay amounts due immediately prior to the time of termination.

3.2 Customer Obligations Are Subject to Annual Appropriations

It is expressly understood that all financial obligations of Customer pursuant to this Agreement are contingent upon annual appropriations by the Board of Trustees of the Town of Carbondale in accord with all local government budgeting laws applicable to home rule municipalities within the state of Colorado. The Parties do not intend that this Agreement shall constitute a multi-year fiscal commitment.

3.3 Non-Appropriation Event

If an appropriation and resulting encumbrance for this Agreement is not made for a future fiscal year by Customer (a "Non-Appropriation Event"), the Parties' obligations hereunder shall be suspended during such future fiscal year, provided, however, that unless Producer, in its sole discretion, chooses to terminate this Agreement, then Customer shall continue to include in the budget request for each fiscal year the funding of Customer's energy costs for subsequent fiscal years, the amount to become due under the terms of this Agreement in each such subsequent fiscal year. If such appropriation and encumbrance for funds is made for a future fiscal year, the Parties' obligations hereunder shall be reinstated for such fiscal year. If a Non-Appropriation Event occurs more than two (2) times during the Term, Customer shall forfeit the option to purchase the Systems and shall have no rights to the solar electricity produced by the Systems. Notwithstanding the occurrence of a Non-Appropriation Event, Customer will not interrupt or impair the delivery of electricity from the Systems or jeopardize Producer's sale of RECs to Xcel Energy. If a Non-Appropriation Event occurs more than two (2) times during the Term, Producer, at its sole discretion, may remove the Systems. If multiple Non-Appropriation Events occur, and Producer chooses, in its sole discretion, to terminate this Agreement, Producer shall cause the Systems to be disconnected and removed from the Facilities and this Agreement shall terminate automatically. End of Term, Removal of Systems.

At the end of the Term, unless the Early Buy-Out Option is exercised by Customer or the Agreement is terminated as a result of multiple Non-Appropriation Events, Producer shall

remove the Systems and restore the Facilities to their condition prior to installation of the System; any and all costs for the removal of the Systems and restoration of the Facilities shall be borne solely by the Producer. Producer will retain sole rights to all equipment, components and/or materials related to the Systems.

If Customer has exercised the Early Buy-Out Option, then Producer shall have no obligation to remove the Systems at the end of the term of this SPSA, the removal of the Systems shall be the sole responsibility of the Customer, and any and all costs for the removal of the Systems shall be borne solely by the Customer. If the Customer has exercised the Early Buy-Out Option, then the Producer shall transfer to Customer the sole rights and ownership to all equipment, components and /or materials related to the Systems.

4. DELIVERY AND METERING

4.1 Delivery Arrangements

Producer shall be responsible for all interconnection and costs to deliver the electricity produced by the Systems to the Points of Delivery.

4.2 Metering

All meters used to measure the electricity generated by the Systems under this SPSA shall be owned, installed, and maintained in accordance with the Interconnection Agreement, at no cost to the Customer. Customer shall provide Xcel Energy with all reasonable authorizations necessary to access the meters.

For purposes of this SPSA, the Production Meters or REC Meters installed by Xcel Energy shall provide the exclusive measure of electricity generated by the Systems.

5. SALE, PURCHASE, AND TRANSFER OF SOLAR ENERGY

5.1 Sale, Purchase and Transfer

Beginning on the Commercial Operation Date at each Location, Producer shall generate from the Systems, deliver to the Point of Delivery, and sell to the Customer all electricity generated by the Systems. If the Producer produces more electricity than Customer demands at any point in time, the excess will be conducted to the Xcel Energy utility grid and Xcel Energy will pay Customer for such excess pursuant to the Interconnection Agreement. If the Producer produces less electricity than Customer demands at any point in time, Customer will purchase the shortfall from Xcel Energy pursuant to a separate contractual agreement currently in place. Simultaneously, Producer shall deliver and sell all RECs generated from the System to Xcel Energy as defined in the SO-REC Purchase Contract between Producer and Xcel Energy, and Producer shall retain exclusive rights to all payments for electricity and associated RECs.

6. PAYMENT

6.1 Initial Purchase Price for Electricity

Beginning on the Commercial Operation Date of the first System to achieve Commercial Operation and continuing until the first day of the month following Commercial Operation Date of the first anniversary of the last of the three Systems to achieve Commercial Operation, Customer shall purchase all the electricity generated by the Systems from Producer at a fixed price of nine cents (\$0.0900) per kWh.

6.2 Purchase Price for Electricity during Subsequent Years of Commercial Operation

Effective as of the first day of the month following the first anniversary of the Commercial Operation Date of the last of the three Systems to achieve Commercial Operation, and for every 12 months thereafter (the "Change Date"), the price of electricity generated by the Systems at all Location shall increase annually by 3.50%.

6.3 Electricity Payments

Payment shall occur monthly and shall correspond with a monthly power production report and billing invoice from the Producer.

6.3.1 Monthly Invoice

After Producer receives the REC production invoice from Xcel Energy evidencing the solar production measured by Xcel Energy's REC Meter at each Location, Producer shall prepare and deliver to Customer an invoice reflecting the amount of electricity generated by the Systems during the previous month and the amounts payable by Customer pursuant to this Agreement.

6.3.2 Payment

Customer shall pay the amounts specified in the invoice by check, money order, or electronic funds transfer in accordance with Customer's normal accounts payable procedures.

6.3.3 Late Payments

Subject to the annual appropriations provision in Section 3.2, payments not paid when due may, at the discretion of Producer, bear interest at 8.0% per annum.

6.3.4 Deemed Production

In the event that (a) Customer requests that Producer shut down or curtail energy production from a System so that Customer may perform construction related maintenance or repairs to the Facilities, including replacement of a roof, or (b) Customer's errors, acts, or omissions result in the shutdown of a System or the curtailment of the production or delivery of solar electricity, then, for each calendar day such event occurs, Customer shall pay Producer for the solar electricity and RECs that Producer would have received but for the curtailment of the energy

production from a System. Producer shall use the best available data obtained through commercially reasonable methods, or through PVWATTS projections, to determine the amount of solar electricity and RECs that Producer would have delivered but for Customer's curtailment.

6.4 REC Payments

Producer shall be solely entitled to all payments from Xcel Energy related to the Systems, including, but not limited to, incentives and associated REC payments for the actual kWhs generated by the System, until and unless Customer exercises the Early Buy-Out Option pursuant to Section 7, below.

7. EARLY BUY-OUT OPTION

Six months before the sixth anniversary of the Commercial Operation Date of the last System to achieve Commercial Operation, Producer shall provide Customer written notification of the Early Buy-Out Option described in this section.

Customer may elect to purchase the Systems at the end of six (6) years from the Commercial Operation Date of the last System to achieve Commercial Operation. The purchase price of the Systems shall be *the greater of*: (a) Fair Market Value, or (b) the dollar amount represented by the number that is 140% of the average annual electricity production generated by the Systems (measured in kilowatt hours) during the previous thirty-six (36) months of Commercial Operation.

Example The following illustrates the intentions of the parties hereto as to the calculation of the purchase price of the system:

Assume that the Commercial Operation Date is June 1, 2013. Customer notifies Producer of its intent to purchase the array on June 2, 2019. If the total electricity generated during the preceding 36 months were 600,000 kWhs, the average annual electricity production would be $600,000 \div 3 = 200,000$ kWhs. The purchase price would therefore be $200,000 \text{ kWhs} \times 1.40 \times \$1.00 = \$280,000$.

Customer shall exercise the Early Buy-Out Option, if at all, by providing written notice of such exercise to Producer within three (3) months of the sixth anniversary of the Commercial Operation Date of the last System to achieve Commercial Operation. The closing of the Customer's purchase of the Systems pursuant to its exercise of this Early Buy-Out Option shall occur as soon as practicable but in no event later than ninety (90) days following Customer's delivery of its notice of exercise. At such closing, the Customer shall deliver to Producer the purchase price in good funds and Producer shall deliver to Customer such documents, instruments and agreements reasonably necessary to transfer title to the System to the Customer. Upon closing of the Early Buy-Out Option, this SPSA shall automatically terminate and any and all contractual rights and obligations relating to the System shall inure to the benefit and burden of the Customer, including, but not limited to, insurance requirements, payments for electricity and associated RECs produced by the System, and the Producer shall have no further obligations under this SPSA to the Customer and/or PSCo.

If Customer does not exercise the Early Buy-Out Option, Producer agrees to offer to sell the Systems to Customer in subsequent years, for a mutually agreed upon price, which price shall not be less than the Fair Market Value of the Systems.

10.1 Xcel Agreements Contingency

The Early Buy-Out Option is expressly contingent upon Customer and Xcel successfully entering into, either in a new document or by assignment, a Solar Rewards SO-REC Purchase Contract, and such other documents as Xcel may require to ensure the transfer of service to Customer.

Producer shall use commercially reasonable efforts to facilitate the finalization of such instruments. In the event that after delivery of the notice of exercise Customer is unable to contract with Xcel to modify the applicable provisions of such contracts to comply with legal constraints applicable to Customer, closing shall not occur until such modifications are made.

8. DEFAULT AND REMEDIES

8.1 Events of Default of Producer

8.1.1 Default Without Cure

Any of the following shall constitute an event of default of the Producer upon its occurrence and no cure period shall be applicable:

- (1) Producer's dissolution or liquidation;
- (2) Producer's filing of a petition in voluntary bankruptcy or insolvency or for the reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or Producer's voluntarily taking advantage of any such law or act by answer or otherwise;
- (3) Producer's actual fraud, tampering with Customer's Facilities, or other material intentional misrepresentation or misconduct in connection with this SPSA and/or operation of the Facility.

8.1.2 Default Subject to Cure within 30 Days

The following shall constitute an event of default of the Producer upon its occurrence but shall be subject to cure:

Producer's failure to comply with any material obligation under this SPSA, including its Exhibits.

8.2 Events of Default of Customer

8.2.1 Default Without Cure

The following shall constitute an event of default of the Customer upon its occurrence and no cure period shall be applicable:

- (1) Customer's dissolution.

8.2.2 Default Subject to Cure within 30 Days

The following shall constitute an event of default of the Customer upon its occurrence but shall be subject to cure:

- (1) Customer's breach of the terms of access to the Facility as described in this SPSA.
- (2) Customer's failure to comply with any other obligation under this SPSA.

8.3 Termination

Upon the occurrence of an event of default which has not been cured within the applicable cure period, the non-defaulting party shall have the right to declare a date upon which this SPSA shall terminate. Neither Party shall have the right to terminate this SPSA except as described above or as otherwise may be explicitly provided for in this SPSA. Upon the termination of this SPSA the non-defaulting Party may pursue all remedies available to it in law and equity.

8.4 Liens

Producer shall indemnify and hold Customer harmless from all liens and other encumbrances on account of debts or claims alleged to be due from Producer to any person and shall defend at its own expense any claim or litigation in connection therewith.

To secure performance by Producer of its obligations under this Agreement, Producer hereby grants Customer a second priority lien on the Systems, subject only to equipment finance liens, if any, which shall not exceed \$350,000. Customer shall be entitled to record such encumbrance in the appropriate real estate records and with the Colorado Secretary of State. If requested, Customer agrees to execute any documents reasonably necessary to subordinate its security interest to the equipment finance lenders.

8.5 Obligations run with Facilities

The obligations of Customer to Producer under this Agreement shall run with the real property and Facilities and shall bind all future owners of the Facilities. Producer shall be entitled to record such encumbrances, the ownership of the Systems by Producer, in the appropriate real estate records and with the Colorado Secretary of State.

9. NOTICES

9.1 Notices in Writing

Notices required by this SPSA shall be addressed to the other Party's representative at the addresses noted below. Any notice, request, consent or other communication to be given by one Party to the other Party shall be in writing. It shall either be hand delivered or mailed, postage prepaid, to a representative of the other Party.

Carbondale Solar, LLC
C/O Hybrid Energy Group, LLC
Attn: Woody Beardsley
1615 California Street, Suite 613
Denver, Colorado 80202

Town of Carbondale
Attn: Town Manager
511 Colorado Ave.
Carbondale, Colorado 81623

10. FORCE MAJEURE

Producer shall not be responsible to Customer or to third parties for any costs or delays in performance caused by strike, weather, climate change, war, riots, acts of God, unavailability of suitable or sufficient labor or material, interruptions in regularly scheduled commercial transportation and/or shipping, accident, or capacity, technical or yield failures or any unforeseen event beyond its control, including, without limitation, any technological or physical event or condition which is not reasonably known or understood at the time of execution of this SPSA, but excluding rain, snow, wind, or other natural weather phenomena in Garfield County at normal intensity.

11. INSURANCE

Producer and Customer shall each maintain the following insurance coverage in full force and effect throughout the term of this SPSA, either through insurance policies or acceptable self-insured retentions: (a) Worker's Compensation Insurance as may be from time to time required under applicable federal and state law, and (b) Commercial General Liability Insurance with limits of not less than \$1,000,000 per occurrence. Producer shall add Customer as an additional insured on its General Liability policies. Additionally, Producer shall carry adequate property loss insurance on the Systems, which need not be covered by the Customer's property coverage. The amount and terms of insurance coverage will be determined at Producer's sole discretion; provided, however, that such property loss insurance shall not be less than the replacement cost of the Systems. Should any of the above described policies be changed or cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. If there is an insured event leading to substantial material damage to one or more of the Systems and the resulting filing of an insurance claim, Producer shall, in its sole discretion, (i) use the insurance proceeds to repair or replace the System or Systems so that they perform in accordance with this Agreement, or (ii) use the proceeds to pay Xcel Energy all amounts due to Xcel Energy as a result of the non-performance of the System or Systems, and Producer shall remove the damaged System or Systems from the Facility and restore any damage to the Facility caused by the System or Systems or their removal, in which case this SPSA shall terminate with respect to

that System or Systems and Producer shall be entitled to any excess insurance proceeds. If the Customer elects to exercise the Early Buy-Out Option as set forth herein, any and all insurance requirements shall be maintained solely by the Customer, thus relieving the Producer of any and all obligations to maintain the aforementioned insurance coverage.

12. LIMIT OF LIABILITY

Except as otherwise provided in this Agreement, each Party's liability to the other Party for failure to perform its obligations under this Agreement shall be limited to the amount of direct damage actually incurred. Except as otherwise provided herein, neither Party shall be liable to the other Party for any punitive, incidental, indirect, special, or consequential damages of any kind whatsoever, including for loss of business opportunity or profits, regardless of whether such damages were foreseen. Nothing in this Agreement shall be deemed a waiver of the provisions of the Colorado Immunity Act (C.R.S. §24-10-101 et. seq.- "the CGIA") by Customer

13. INDEMNIFICATION

During all times that it constructs, operates, maintains or removes systems upon the locations or facilities pursuant to this agreement, Producer shall hold harmless and indemnify Customer and its officers, employees and agents from and against any and all claims and liabilities (including, without limitation, claims and liabilities relating to bodily injury or property damage), directly or indirectly arising out of, or resulting from: (1) any failure by producer or its subcontractors to properly access, install, operate, maintain or remove systems from the facilities in accordance with this agreement; (2) Producer or its sub-contractors' non-compliance with any applicable health, safety or labor laws; or (3) any other negligence or misconduct of Producer or Producer's officers, agents, employees, or subcontractors.

14. MISCELLANEOUS

14.1 Governing Law and Interpretation

This SPSA shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Venue shall be proper in Garfield County. The section headings of this SPSA are solely for the convenience of the parties and shall not explain, modify, simplify, or aid in the interpretation of this SPSA. Terms used in this SPSA which are defined in the SPSA and documents attached hereto shall have the meanings designated in those documents. Ambiguities of construction of the terms of this SPSA shall not be resolved against the drafting party.

14.2 No Waiver

The failure of either party to insist upon the performance of any of the terms and conditions of this SPSA, or the waiver of any breach of any of the terms and conditions of this SPSA, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

14.3 No Third Party Beneficiaries

This Agreement is intended solely for the benefit of the Parties. Nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, any liability to, or any right of suit or action in, any person not a Party to this Agreement.

14.4 Similar Provisions

For the avoidance of doubt, nothing herein contained shall preclude the use of provisions similar to those contained in this Agreement or other referenced agreements in any agreements prepared and issued in connection with other projects.

14.5 Modification of SPSA

Any modification of this SPSA or additional obligation assumed by either party in connection with this SPSA shall be binding only if evidenced in writing signed by each party or any authorized representative of each party.

14.6 Severability

If any sentence, paragraph or section of this SPSA is held to be illegal or invalid, this shall not affect in any manner those other portions of the SPSA not illegal or invalid and this SPSA shall continue in full force and effect as to those provisions and shall be interpreted to effectuate, as nearly as possible, the original intentions of the parties based upon the entire agreement, including the invalidated provision.

14.7 Entire Agreement

This SPSA and the exhibits hereto shall constitute the entire agreement between the parties, and any prior understanding or representation of any kind preceding the date of this SPSA shall not be binding upon either party except to the extent incorporated in this SPSA. Nothing in this Agreement shall be construed as creating between the Parties a partnership, fiduciary or other similar relationship or a joint venture except as expressly provided for herein.

14.8 Assignment

This Agreement may be assigned by Producer with the prior written consent of Customer, which shall not be unreasonably withheld.

14.9 Survival of Remedies

Any provisions of this SPSA concerning remedies in the event of default shall survive the termination of this agreement.

Authorized Producer RepresentativeName: Ted RamseyDirector of Energy ServicesTitle: Hybrid Energy Group, LLC
Managing Member Carbonable Solv. LLCSignature: Ted RamseyDate: 9/16/13Authorized Customer RepresentativeName: Stacey BernotTitle: MayorSignature: Stacey BernotDate: September 10, 2013

EXHIBITS TO SOLAR POWER SERVICES AGREEMENT

Exhibit A – Systems Specifications

Exhibit A

System Specifications

General:

- Grid tied solar electric systems at three sites
- Roaring Fork Water Treatment Plant – 87.22 kW
- Public Works Shop – 18.62 kW
- Third St Center – 50.96 kW
- Total Rated Capacity – 156.8 kW (156,800 W)STC
- Redundant inverter strategy
- Xcel Service territory
- All equipment is UL listed and NEC –compliant

Product Specifications - Roaring Fork Water Treatment Plant:

<u>Qty</u>	<u>Description</u>	<u>Specifications</u>
356	Canadian Solar CS6P 245P solar electric module	245 W
4	Sunny Tripower 20kW inverter	20 kW/ 3-phase/ 277 voc
	S-Flex rails and s-5 clamps for standing seam roof	
	P4P Ground mount racking system	

Product Specifications - Public Works Shop:

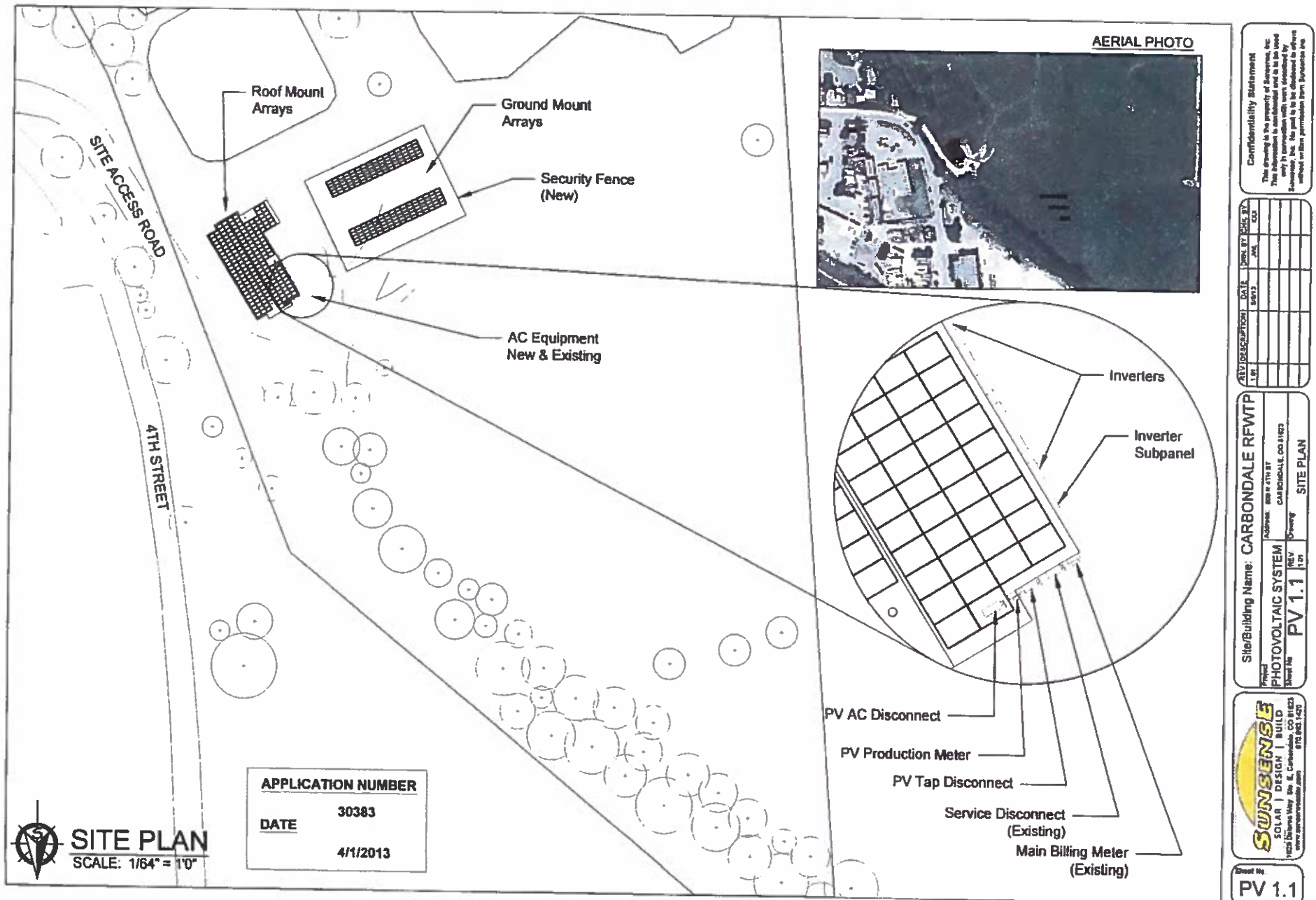
<u>Qty</u>	<u>Description</u>	<u>Specifications</u>
76	Canadian Solar CS6P 245P solar electric module	245 W
3	SMA SB6000US inverter	6 kW/ single phase/ 240 voc
	S-Flex rails for flush mount roof	

Product Specifications - Third St Center:

<u>Qty</u>	<u>Description</u>	<u>Specifications</u>
208	Canadian Solar CS6P 245P solar electric module	245 W
5	Fronius IG Plus 10.0-3 inverter	10.3 kW / 3-phase/ 208 voc
	S Flex rails for tilt up roof mount	

Monitoring – All Sites

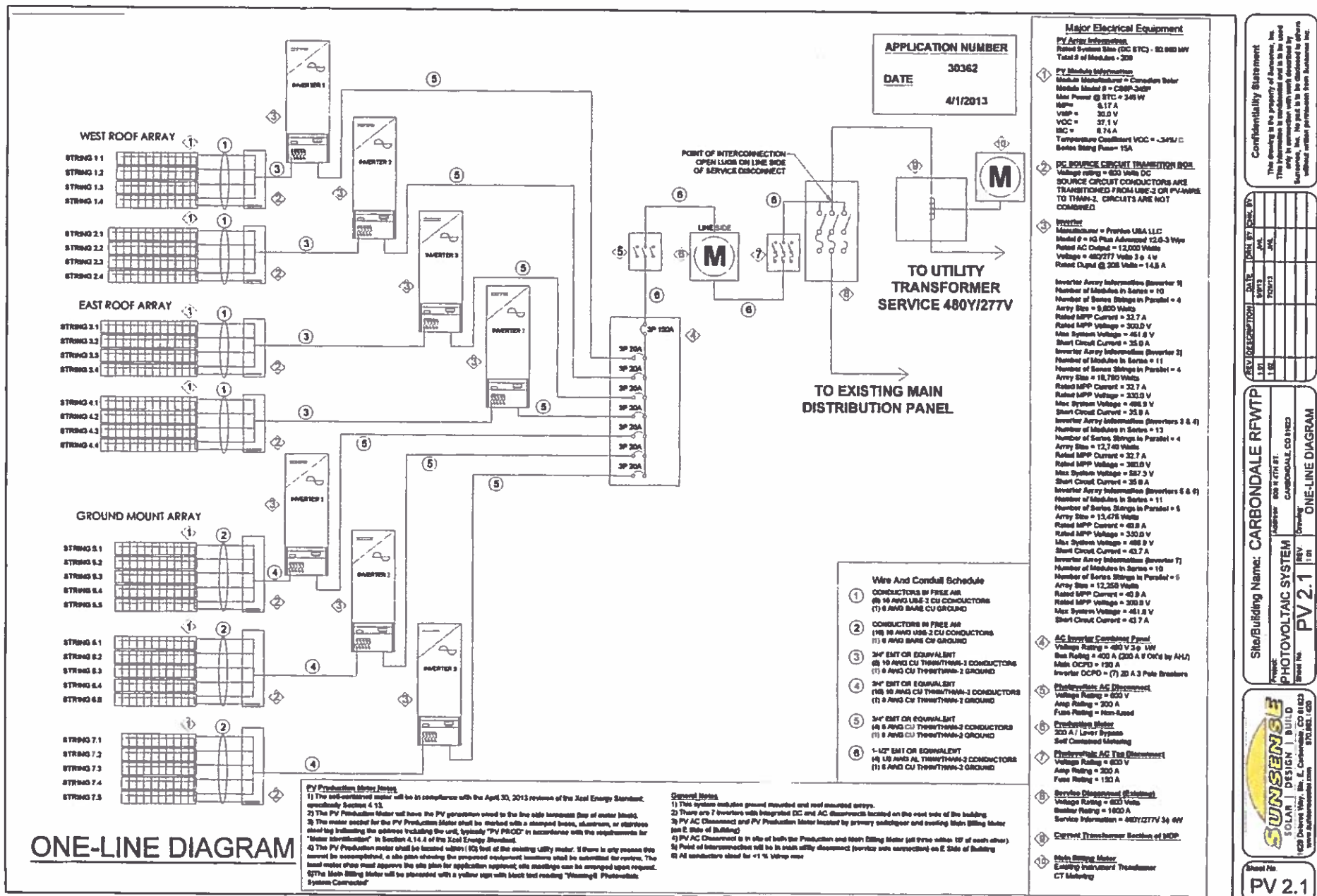
Garfield Energy Navigator

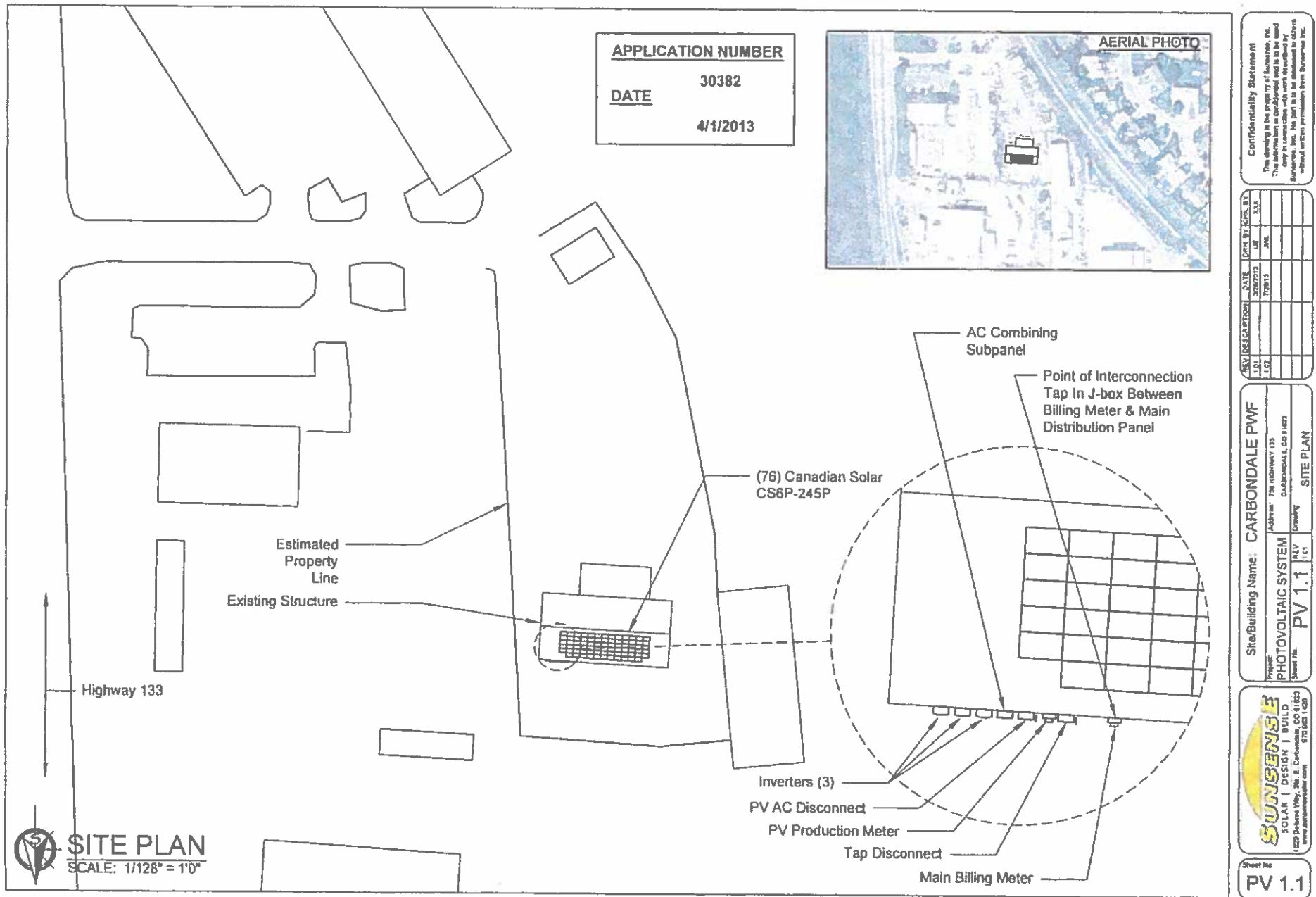
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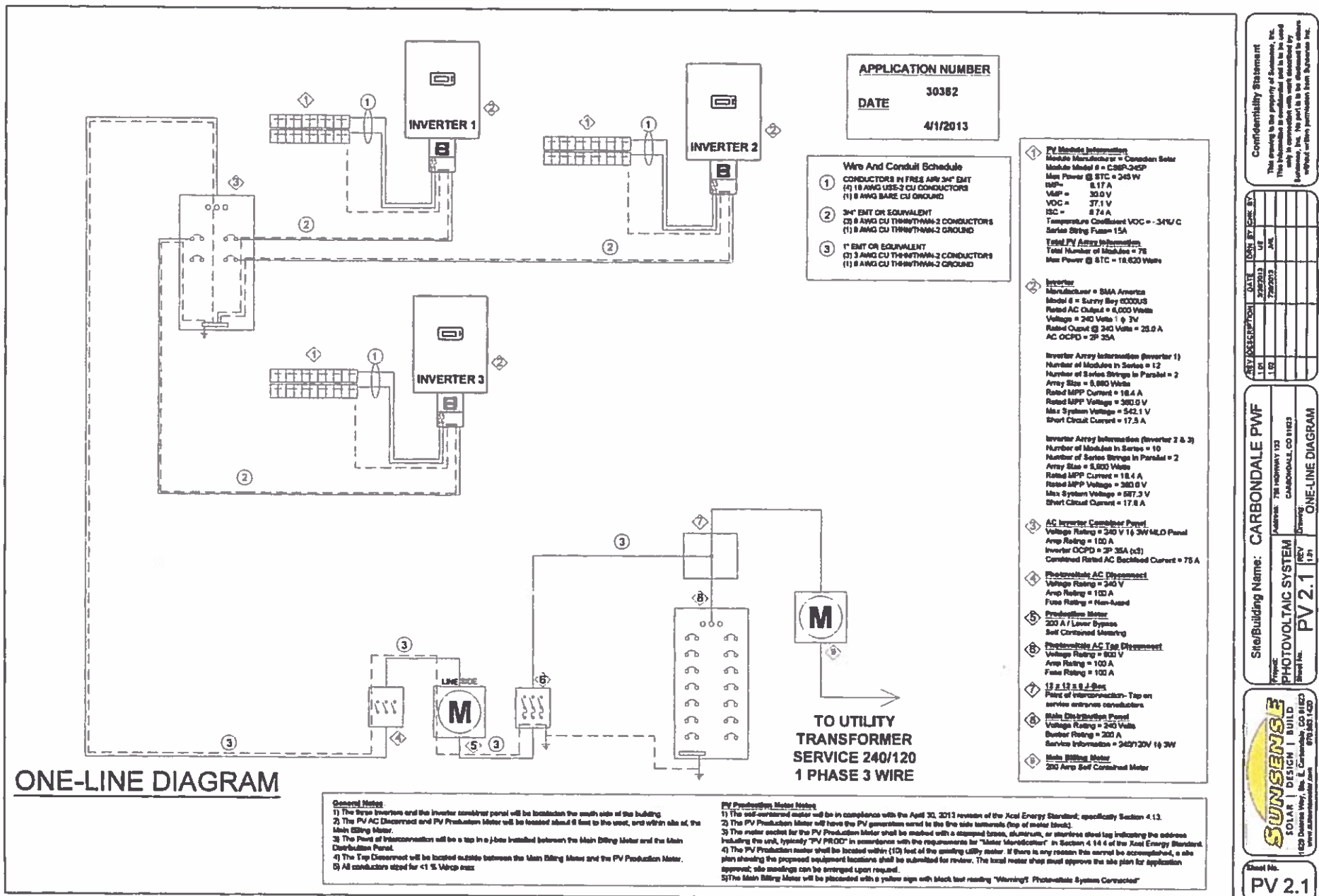
Site/Building Name: CARBONDALE RFWTP	
Project PHOTOVOLTAIC SYSTEM	Address: 600 N 4TH ST CARBONDALE, CO 81623
Panel No PV 1.1	Owner IREV (12)
SITE PLAN	

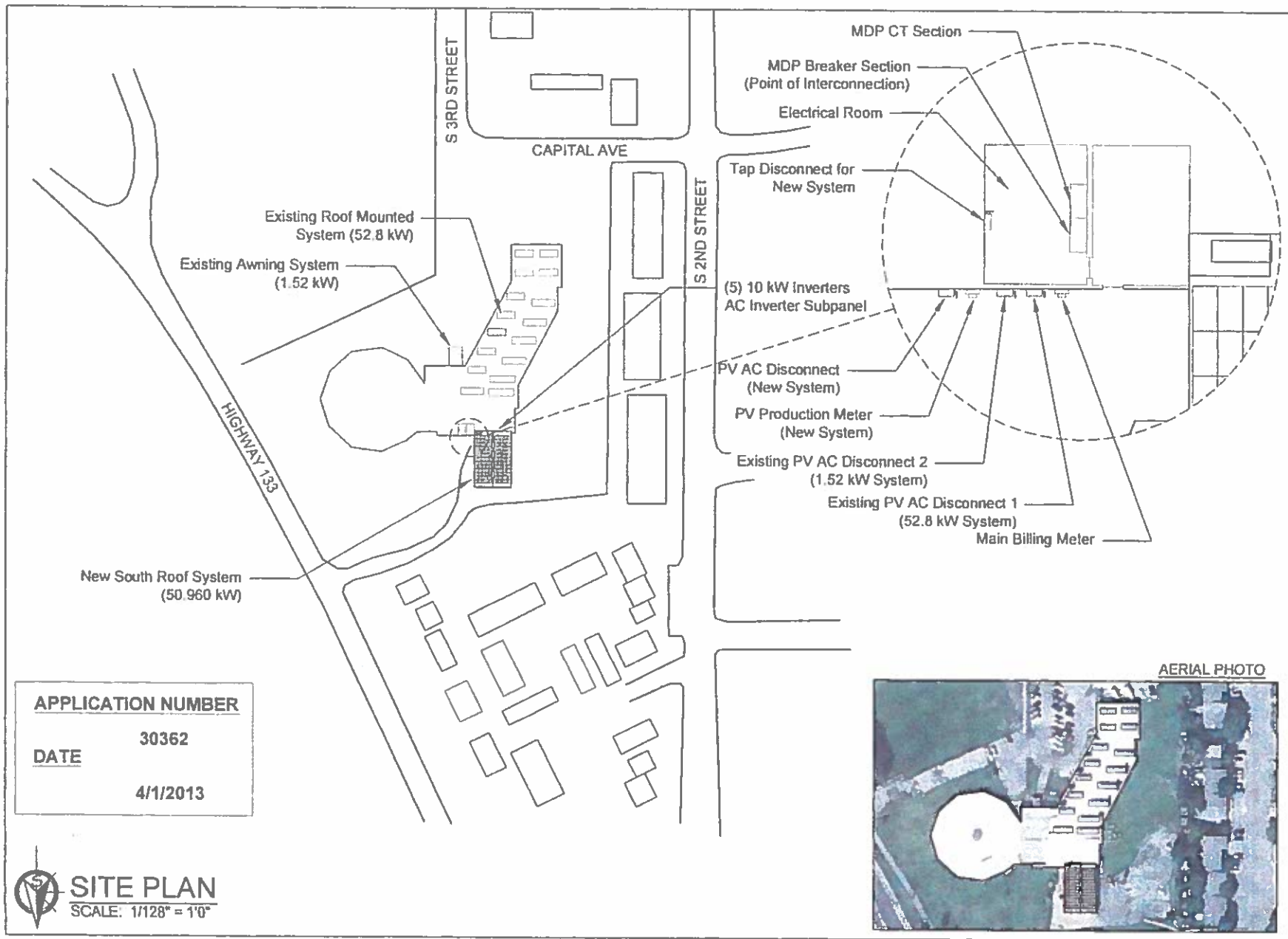


Doc No
PV 1.1









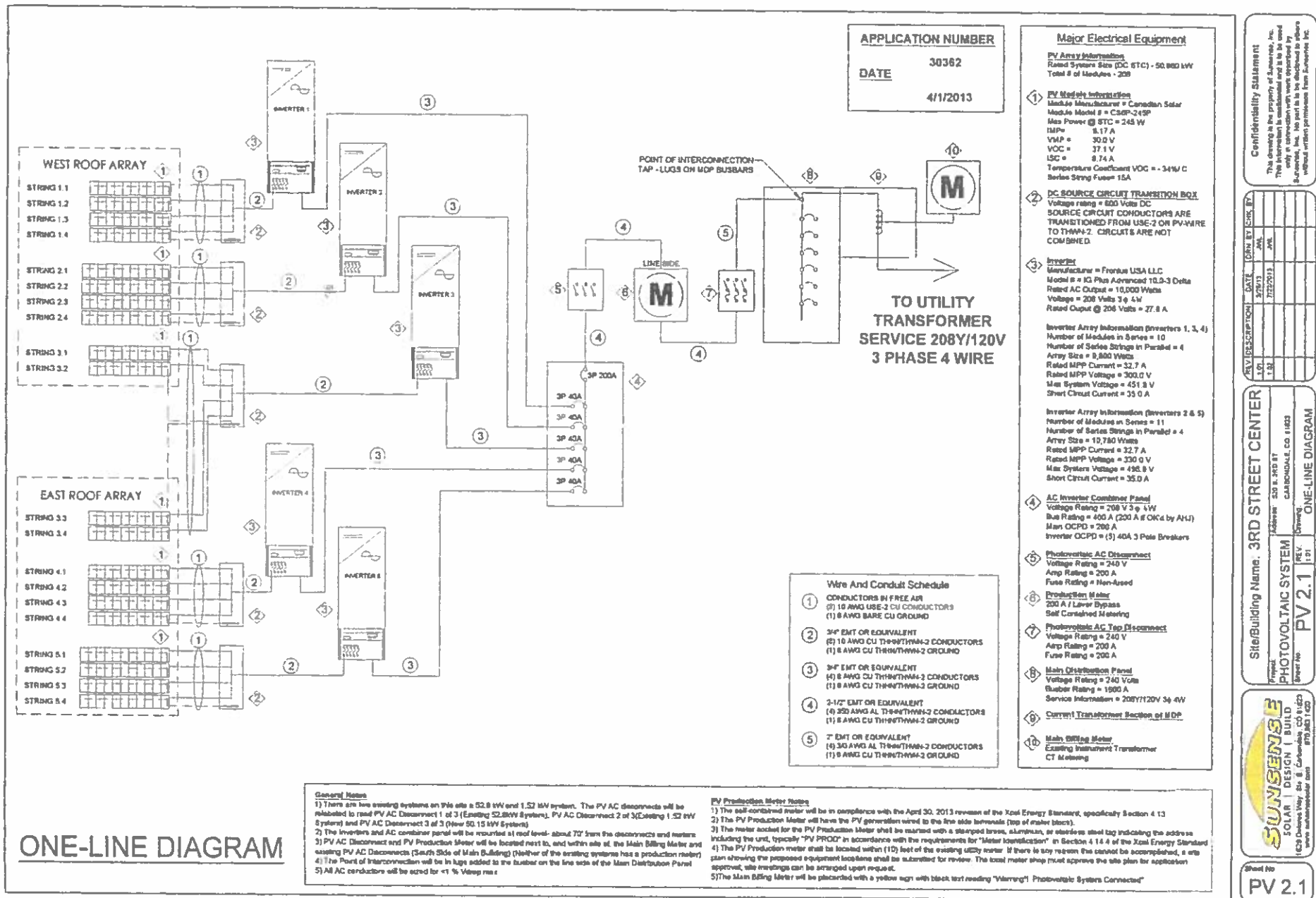
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REVISION/DESCRIPTION	DATE	DESIGNED BY	CHECKED BY
1.01	3/29/13	AW	AW
1.02	7/23/13	AW	AW

Site/Building Name: 3RD STREET CENTER		Address: 123 N 100 ST	City: CARROLLTON, CO 81023
Project: PHOTOVOLTAIC SYSTEM	REV	DATE	SITE PLAN
Sheet No: PV 1.1	1.01		

SUNSENSE
SOLAR | DESIGN | BUILD
1233 Diverse Way, Ste. E, Carrollton, CO 81023
www.sunsenseinc.com 970.852.1425

Sheet No:
PV 1.1



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REV	DESCRIPTION	DATE	BY	CHK	APP
1.01		3/26/13			
1.02		7/22/2013			

Site/Building Name: 3RD STREET CENTER

Address: 530 E. 3RD ST

CITY: CARLSBAD, CA 92008

Phone: (619) 435-1100

Owner: PHOTOVOLTAIC SYSTEM

Design: PV 2.1

Sheet No: ONE-LINE DIAGRAM

SUNSENSE

SOLAR | DESIGN | BUILD

1233 Delmar Way, Ste. B, Carlsbad, CA 92008

www.sunsenseinc.com

975.851.1000

Sheet No

PV 2.1

Sheet No

PV 2.1

EXHIBIT B

SO-REC Contract

Solar*Rewards REC Purchase Contract

Customer-Sited Photovoltaic (PV) Systems For Third-Party PV Developers

This Contract is made and entered into this ____ day of _____, 20__, by and between Public Service Company of Colorado ("Public Service" or "Company"), d/b/a/ Xcel Energy, a Colorado corporation, whose address is 1800 Larimer Street, Denver, Colorado 80202-5533, <Business or Customer Name> ("Customer"), whose address is <customer address>, and a third-party developer of photovoltaic ("PV") systems, <Developer name> ("Developer"), whose address is <developer address>, each of which may be referred to herein individually as a "Party" or collectively as the "Parties." Except as otherwise provided for herein, capitalized terms shall have the meanings set forth in Section 3652 of the Rules Regulating Electric Utilities of the Colorado Public Utilities Commission, 4 *Code of Colorado Regulations* 723-3-3652, as of the date of this Contract.

1. **Purchase and Sale.** On the terms and subject to the conditions set forth in this Contract, the Developer agrees to sell and Public Service agrees to purchase Renewable Energy Credits ("RECs") as described herein. The photovoltaic solar system (the "PV System") from which the RECs will be generated is to be installed by Developer at <Premise address> the ("Service Address") with a rated Direct Current (DC) nameplate capacity of <total kW> kW. Developer shall sell and Public Service agrees to purchase all RECs generated by the PV System at the Service Address for the Term hereof, as provided in subsection 6(e) below.
2. **Purchase Price.** The purchase price for the RECs hereunder shall be expressed in cents per kilowatt hour (kWh), with one REC being generated for each MWh of power generated by the PV System. Public Service shall pay Developer the price of \$<REC price> per kWh for RECs purchased hereunder. Such purchase price shall be payable in monthly installments, based upon Public Service's receipt of RECs generated by the PV System in the immediately preceding month, in the manner described in subsection 6(l) below.
3. **Incorporation of Tariff.** The Parties shall abide by, and this Contract shall be subject to, the Company's applicable electric tariffs related to photovoltaic systems, as on file with the Colorado Public Utilities Commission and as they may be revised from time to time. In the event of any conflict between the terms of this Contract and Company's electric tariff, the provisions of the tariff shall control.
4. **Developer's Representations.** Developer hereby makes the following representations and warranties to Public Service:
 - a) Developer warrants that the person signing this Contract on behalf of Developer is individually authorized and competent to sign this Contract and to bind Developer to the terms hereof.
 - b) Developer will own and/or operate the PV System at the Service Address set forth above, and the primary business at the Service Address is not the generation of electricity for retail or wholesale sale.
 - c) The proposed PV System nameplate capacity in kilowatts (kW) DC does not exceed the Service Address service entrance capacity.
 - d) If any of the above representations of the Developer are false or incorrect, such false or incorrect representation shall constitute an event of default under this Contract.
5. **Customer's Representation, Consent and Agreement.** Customer represents that Customer is the retail electric customer of record receiving electric service from Public Service at the Service Address. Customer acknowledges Developer's obligation under this Contract to operate and maintain the PV System on Customer's premises at the Service Address for a term of 20 years after the PV System becomes commercially operational. Customer hereby grants consent for Developer to enter on Customer's property as necessary to perform its obligations hereunder. Customer further agrees not to

take any action that would interfere with the continued operation of the PV System and uninterrupted production of energy therefrom during the Term of this REC Purchase Contract.

6. Terms and Conditions.

- a) Developer shall be responsible for ensuring that the PV System equipment installed at the Service Address is new equipment and meets all applicable codes, standards, and regulatory requirements at the time of installation.
- b) Developer represents that the PV System shall be sized to supply no more than one hundred twenty percent (120%) of the average annual consumption of electricity by Customer at the Service Address. Developer acknowledges that Public Service's Solar*Rewards Program is only available to PV systems where the estimated annual generation, as determined via PVWATTS, is not more than 120% of historical average annual electric consumption at the Service Address.
- c) "Commercial Operation" is achieved when (a) 100% of the nameplate capacity of the PV System is installed, (b) the PV System has operated without experiencing any abnormal or unsafe operating conditions, (c) all permits necessary to authorize the production and, if applicable, delivery to Public Service of Renewable Energy generated by the PV System have been obtained; (d) all necessary metering has been installed; and (e) any necessary Interconnection Agreement with Public Service has been entered into for purposes of connecting the PV System to Public Service's electric system.
- d) "Date of Commercial Operation" shall be the first calendar day following the date Developer has met all of the criteria of subsection 6(c) above.
- e) This Contract shall become effective upon its execution by the Parties and shall continue in effect for a Term of twenty (20) years from and after the Date of Commercial Operation.
- f) The PV System shall be located at the Service Address at all times during the term of this Contract.
- g) The PV System shall have a nameplate Direct Current output capacity greater than .5 kW and less than or equal to 500 kW.
- h) The Developer shall maintain the PV System and the individual components of the PV System in good working order at all times during the Term of this Contract. If during the Term of this Contract the PV System or any of the individual components of the system should be damaged or destroyed or otherwise fall into disrepair, the Developer shall promptly repair or replace the equipment to its original specifications, tilt and orientation at the Developer's sole expense. All of Public Service's obligations hereunder during the period of such repair or replacement shall be suspended, except for making payment for any RECs generated prior to such damage or destruction; provided, however, that if the time period for repair or replacement is reasonably anticipated to exceed 180 days, Public Service shall have the right, exercisable at its sole option, to terminate this Contract upon not less than 30 days written notice, with no further obligation of the Parties to perform hereunder following the effective date of such termination. In all other situations, if the PV System is out of operation for more than ninety (90) consecutive days during the Term of this Contract, and Customer is not a residential customer of Public Service, Public Service shall have the right to terminate this Contract by providing written notice to both Customer and Developer anytime during the period following the expiration of such ninety (90) days and before the PV System has been made fully operational again. If this Contract is terminated pursuant to this subsection 6(h), then Developer shall pay Public Service liquidated damages in an amount equal to the estimated annual generation of the PV System, as determined via PVWATTS and reflected in the attached Exhibit 1, after applying an annual cell degradation factor of one percent (1%) each year (compounded) after the first year, multiplied by the number of years remaining in the Term as of the effective date of such termination, and further multiplied by the positive difference resulting, if any, by subtracting the price of RECs as set forth in Section 2 above from the weighted-average price for RECs based on the winning bids under Public Service's most recent request for proposals under its Solar*Rewards program in Colorado.

- i) Any excess Renewable Energy generated by the PV System at the Service Address and not used by the Customer shall be delivered to Public Service. The Customer will receive compensation for this excess Renewable Energy via "net metering" as set forth in the Company's Electric Tariff or other applicable tariffs on file with the Colorado Public Utilities Commission (CPUC) and in effect from time to time.
- j) Developer shall not sell any RECs or deliver any excess Renewable Energy generated from the PV System to any party other than Public Service during the Term of this Contract, and Public Service shall purchase and own all RECs produced by the PV System.
- k) This Contract may be assigned by Developer pursuant to subsection 6(w) below.
- l) Public Service will make the REC payment in the form of a monthly check based on the metered energy recorded each month by a second meter at the Developer's PV System ("PV Meter"). Such REC payment shall be made within thirty (30) days of the meter reading covered. Public Service shall install, own, operate and read the PV Meter and Developer shall reimburse Public Service for the cost of installing the PV Meter. Unless other payment arrangements have been agreed to, Public Service shall be entitled to collect such reimbursement of the PV Meter installation costs by deducting all or a portion of such costs from the monthly REC payment to Developer until fully collected, or as provided for in the Company's tariff.
- m) Nothing in this Contract shall be construed as a representation or warranty by Public Service of the design, installation or operation of the PV System or any component thereof, and Public Service expressly disclaims any and all warranties of the equipment as to workmanship, quality, or performance, including the fitness of the equipment for the purpose intended.
- n) Public Service shall not be responsible or liable for any personal injury or property damage caused by the PV System or any individual component equipment of the system. Public Service shall not be liable to the Developer for any punitive, special, exemplary or consequential damages, including but not limited to, lost profits, loss of use, and costs of replacement, whether based in contract, tort, upon any theory of indemnity, or otherwise. Public Service makes no warranty or representation concerning the taxable consequences, if any, to Developer with respect to the production and sale of Renewable Energy or RECs, and Developer is urged to seek professional advice regarding this issue.
- o) Developer shall indemnify, defend, and hold Public Service, its employees, agents, successors, assigns, subsidiaries and affiliates harmless against any and all claims, demands, liens, lawsuits, judgments or actions of whatsoever nature that may be brought on account of the installation, maintenance, operation, repair, or replacement of the PV System or any component equipment of the system.
- p) Definition of Force Majeure
 1. The term "Force Majeure", as used in this Contract, means causes or events beyond the reasonable control of, and without the fault or negligence of the Party claiming Force Majeure, including, without limitation, acts of God, sudden actions of the elements such as floods, earthquakes, hurricanes, or tornadoes; high winds of sufficient strength or duration to materially damage a PV System or significantly impair its operation such that it is no longer capable of generating Renewable Energy and associated RECs in commercial quantities; long-term material changes in Renewable Energy flows across the PV System caused by climatic change, lightning, fire, ice storms, sabotage, vandalism caused by others despite reasonable efforts of Developer to secure and protect the PV system, terrorism, war, riots, fire, explosion, insurrection, strike, slow down or labor disruptions (even if such difficulties could be resolved by conceding to the demands of a labor group), and actions or inactions by any governmental authority taken after the date hereof (including the adoption or change in any rule or regulation or environmental constraints lawfully imposed by such governmental authority), but only if such requirements, actions, or failures to act prevent or delay performance, and inability, despite due diligence, to obtain any licenses, permits, or approvals required by any governmental authority having jurisdiction.

2. The term Force Majeure does not include (i) any acts or omissions of any third party, including, without limitation, any vendor, materialman, customer, or supplier of Developer, unless such acts or omissions are themselves excused by reason of Force Majeure; (ii) any full or partial curtailment in the electric output of the PV System that is caused by or arises from a mechanical or equipment breakdown or other mishap or events or conditions attributable to normal wear and tear or flaws, unless such mishap is caused by one of the following: catastrophic equipment failure; acts of God; sudden actions of the elements, including, but not limited to: floods; hurricanes, tornadoes; sabotage; terrorism; war; riots; and emergency orders issued by a governmental authority or (iii) changes in market conditions that affect the cost of Public Service's or Developer's supplies, or that affect demand or price for any of Public Service's or Developer's products.

q) Applicability of Force Majeure.

1. None of the Parties shall be responsible or liable for any delay or failure in its performance under this Contract, nor shall any delay, failure, or other occurrence or event become an event of default, to the extent such delay, failure, occurrence or event is substantially caused by conditions or events of Force Majeure, provided that:
 - i. the non-performing Party gives the other Party prompt written notice describing the particulars of the occurrence of the Force Majeure;
 - ii. the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
 - iii. the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing actions taken to end the Force Majeure; and
 - iv. when the non-performing Party is able to resume performance of its obligations under this Contract, that Party shall give the other Party written notice to that effect.
 2. Except as otherwise expressly provided for in this Contract, the existence of a condition or event of Force Majeure shall not relieve the Parties of their obligations under this Contract (including, but not limited to, payment obligations) to the extent that performance of such obligations is not precluded by the condition or event of Force Majeure. Notwithstanding this provision, Public Service shall have no obligation to make any payment for Renewable Energy or RECs under this Contract except for actual production as measured by the metering provisions of this Contract.
- r) Limitations on Effect of Force Majeure. In no event will any delay or failure of performance caused by any conditions or events of Force Majeure extend this Contract beyond its stated Term. In the event that any delay or failure of performance caused by conditions or events of Force Majeure continues for an uninterrupted period of three hundred sixty-five (365) days from its occurrence or inception, as noticed pursuant to subsection 6(q)1(i) above, the Party not claiming Force Majeure may, at any time following the end of such three hundred sixty-five (365) day period, terminate this Contract upon written notice to the affected Party, without further obligation by any Party except as to costs and balances incurred prior to the effective date of such termination. The Party not claiming Force Majeure may, but shall not be obligated to, extend such three hundred sixty-five (365) day period, for such additional time as it, at its sole discretion, deems appropriate, if the affected Party is exercising due diligence in its efforts to cure the conditions or events of Force Majeure. This provision shall not operate to relieve the Customer of any obligation to return to Public Service a prorated amount of any rebate paid under any related Rebate Contract pursuant to the Terms and Conditions thereof.
- s) Any breach of a material term or provision of this Contract shall be considered an event of default hereunder. If any disputes arise concerning this Contract, including but not limited to enforcement of any term or condition of the Contract, the prevailing Party in any action brought for the purpose of enforcing such provisions shall be entitled to recover its reasonable attorney fees, expenses and costs of such action from the non-prevailing Party. Prior to commencing any action to enforce this Contract, the non-defaulting Party shall provide written notice of default to the Party asserted to be

in default and the Party asserted to be in default shall have a period of thirty (30) days following receipt of such written notice within which to cure the asserted default (or if the asserted default is of a nature which cannot reasonably be cured within such 30-day period, to commence and thereafter diligently pursue a cure thereof.) Failure of any Party to assert a default or to enforce any term or condition of this Contract shall not constitute a waiver of any other similar or other default, or waiver of such term or condition or of any other term or condition of this Contract. Each Party hereby irrevocably and unconditionally waives any right to a trial by jury for the resolution of any dispute arising under this Contract.

- t) This Contract shall be governed by and interpreted in accordance with the laws of the State of Colorado.
- u) This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all constitute one and the same instrument. The Parties agree that a facsimile copy of a counterpart signed by the other Party will be deemed original and binding.
- v) Title, Risk of Loss, and Warranty of Title. As between the Parties, Customer shall be deemed to be in control of the Renewable Energy output from the PV System up to and until delivery and receipt by Public Service at any net meter and Public Service shall be deemed to be in control of such energy from and after delivery and receipt at any such net meter. Title and risk of loss related to the Renewable Energy shall transfer to Public Service at any net meter. Developer warrants and represents to Public Service that it has or will have at the time of delivery good and sufficient title to all Renewable Energy Credits ("RECs") and/or the ability to transfer good and sufficient title of same to Public Service.
- w) Developer shall have the right at any time to assign its rights, obligations and responsibilities under this Contract to Customer, and upon such assumption, Customer shall automatically assume all rights, obligations and responsibilities of Developer under this Contract. Developer and Customer shall provide written notice to Public Service of any such assignment and assumption including the effective date thereof. Until Public Service's receipt of such written notice, Public Service shall not be required to make any payments to Customer for the future purchase of RECs hereunder, or for making any refunds of or corrections to any prior payments made to Developer hereunder prior to its receipt of such written notice. Such notice may be provided either individually or jointly by Developer and Customer, but such notice shall not be deemed received by Public Service until both parties have provided the requisite notice. For all other circumstances, this Contract shall not be assigned by either Developer or Customer without the written consent of Public Service, which consent shall not be unreasonably withheld. This Contract shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto.
- x) By executing this Contract, Developer grants to Public Service permission to share information concerning the location of the generation of the RECs sold to Public Service by Developer under this Contract with other Colorado public utilities, municipal utilities, electric cooperatives and other entities that may be involved with REC transactions for the purpose of ensuring that the RECs associated with the Developer's PV System have not been sold to another entity and for any other legitimate business purpose, in Public Service's sole discretion.
- y) Relationship of the Parties. Nothing herein is intended nor shall ever be construed to create a joint venture, partnership or any other type of association between the Parties, nor shall any Party have the right to act in behalf of or bind the other for any liability, cost, expense or undertaking except as set forth in this Contract.
- z) Amendments or Modifications. No amendment, modification, or change of this Contract shall be binding upon the Parties unless such amendment, modification, or change is in writing and executed by the Parties.
- aa) Construction. No understandings or agreements not expressly stated herein shall be binding on the Parties in the construction or fulfillment hereof unless such understandings or agreements are reduced to writing and signed by the respective parties. The rule of construction that ambiguous provisions shall be interpreted against the drafter shall not apply to this Contract.

- bb) No Third-Party Beneficiaries. Except as otherwise specifically provided herein, this Contract is not intended to, and shall not, create rights, remedies, or any benefits of any character whatsoever, in favor of any person, corporation or other entity other than the Parties hereto, and the obligations herein assumed are for the use and benefit of the Parties, their successors in interest, and permitted assigns.
- cc) Remedies Cumulative. Except as otherwise specifically provided herein, each remedy provided for under this Contract shall be taken and construed as cumulative and in addition to every other remedy provided for herein or available at law or in equity.
- dd) Agreement Subject to Laws and Regulations. This Contract and the rights and obligations of the Parties hereunder shall be subject to all valid applicable state, local and federal laws, rules, regulations, ordinances, orders and decisions issued or promulgated for or by any court or regulatory agency having or asserting jurisdiction over this Contract, the services to be performed hereunder or any of the Parties hereto.
- ee) Notices. All notices, reports or other communications provided for in this Contract shall be in writing and shall be deemed to have been sent when delivered by hand, sent by facsimile with verification, or when deposited in the United States mail, postage prepaid and properly addressed or when sent via overnight courier:

If to Public Service:

Xcel Energy
Attn: Solar*Rewards
1800 Larimer St., Suite 1500
Denver, CO 80202
Fax: 1.800.252.4371

If to Developer:

<developer name>
<developer address>
<developer address> <state> <zip>

If to Customer:

<customer name>
<customer address>
<customer address> <state> <zip>

or at such other address as such party may hereafter designate to the other in writing.

- ff) Entire Agreement. This Contract, together with all Exhibits attached hereto, constitutes the entire understanding and agreement between the Parties with respect to the purchase of RECs from Developer, and all prior agreements, understandings, or representations with respect to its subject matter are hereby canceled in their entirety and are of no further force and effect. Any amendment to this Contract shall be in writing and signed by both parties hereto.

IN WITNESS WHEREOF, the undersigned Parties have executed this Contract as of the date and year first above written.

Developer Name (printed): _____

Developer Representative: _____ Title: _____

Developer Signature: _____ Date: _____
As authorized agent for <developer name>

As authorized agent for <developer name>

Customer Name (printed): Stacey Bernot for Town of Carbondale
<customer name>

Customer Signature: Stacey Burt Date: September 10, 2013

Public Service Company of Colorado d/b/a Xcel Energy

By: Lee Gabler Date: _____

Lee Gabler

Title: Director, DSM and Renewable Operations

Exhibit 1

Actual System Installation Information*Installer completes the following AFTER project completion and installation***Customer name: <Customer First and Last Name>****Installation address: <Premise Address>****Installer name: <Installer name>****Actual price for PV installation: <D1-B system price>****Xcel Energy Account Number: <Account Number>****Date of PV installation: <D2 date>****Date of town / municipal / county inspection: <D5 date>****Name of inspection entity: <D6 entity>****REC price: (\$) <REC price> per kWh****Tilt <Array Tilt>° (90° is vertical, 0° is flat)****Orientation <Array Orientation>° (180° is S, 90° is E, 270° is W)****Manufacturer of PV panels installed <Array Manufacturer>****Model # of PV panels installed <Array Model>****STC Rating (kW DC) <Array Total kW>****Manufacturer of PV inverter installed <Inverter Manufacturer>****Model # PV inverter installed <Inverter Model>****Power rating <Inverter Power Rating>****PVWatts estimate of annual kWh generated <Array Output>**

As the installer for this project, I certify that the above-referenced PV equipment was installed at the customer address.

Installer's Signature

Date

© 2009 Xcel Energy | Xcel Energy is a registered trademark of Xcel Energy Inc. |
Public Service Company of Colorado d/b/a Xcel Energy | 1-800-481-4700 | xcelenergy.com



**TOWN OF CARBONDALE
511 COLORADO AVENUE
CARBONDALE, CO 81623**

Board of Trustees Agenda Memorandum

Item No: 11

Meeting Date: September 24, 2019

TITLE: Naming of the new pickleball courts at the North Face Park

SUBMITTING: Parks & Recreation Department and Parks & Recreation Commission

ATTACHMENTS: Naming policy for Town of Carbondale Public Park or Park Facility, Published announcement and advertisement, letter of request from Roaring Fork Pickleball Association, schematic design for signage.

PURPOSE:

Seeking approval of a name request for the new pickleball courts being built at the North Face Park.

BACKGROUND:

Cilla Dickinson, President of RFPA and James Noyes, board member of RFPA, were presented the naming request to the Parks & Recreation Commission on July 10, 2019. The Town process from Resolution No. 15 Series of 2013, requires the public to bring a naming or renaming of a park or facility, or a portion of a facility (sub-element) to the P & R Commission for consideration. The Roaring Fork Pickleball Association included a letter requesting that the soon to be constructed pickleball courts at the North Face Park be named "*Young-Calaway Pickleball Courts ...Alpine Bank*". The P & R Commissioners supported the idea and a 45 day public comment period started after their acceptance. Signs were posted on-site with these details and an advertisement was taken out in the local paper and posted on our website. This is derived from the Town policy that allows the naming if it honors a donor's wishes or a philanthropist, living or deceased who have made an outstanding contribution to the Carbondale community.

DISCUSSION:

After the 45 day public comment period, without receiving any opposition or other naming suggestions, the Parks & Recreation unanimously voted to accept the change at their September 11th meeting.

RECOMMENDATION:

Staff recommends the following motion be made and approved: "Motion to approve the naming of the new pickleball courts, located in the North Face Park, the "*Young-Calaway Pickleball Courts ...Alpine Bank*".

Prepared By: Eric Brendlinger, Parks & Recreation Director

JH
Town Manager

**POLICY FOR THE NAMING OR RENAMING OF
A TOWN OF CARBONDALE PUBLIC PARK OR PARK FACILITY**

- A. General Policy.** Town of Carbondale public parks or park facilities, including interior features, sub-elements, or portions of a park or park facility, may be named or renamed as provided for in this Town policy. Interior features, sub-elements, or portions of a park or park facility may be named or have a different name than that of the entire park or park facility. However, the provisions contained within this Policy shall not apply to such minor items as park benches, picnic tables, trees, refuse receptacles, flagpoles, water fountains, or similar tangible items.
- B. Procedure for Naming or Renaming.** The following procedure shall be followed for naming or renaming a Town of Carbondale public park or park facility, including interior features, sub-elements, or portions of a park or park facility:
1. Upon the request by a resident of the Town to name or rename a Town park or park facility, such naming or renaming shall be brought before a regular meeting of the Parks & Recreation Commission for its consideration. Town staff will provide a history behind the current name of a Town park or park facility under consideration for being renamed.
 - a. In the case of the naming of a Town park or park facility, the Parks & Recreation Commission shall provide a 45-day public comment period to allow for any citizen comment or objection to the proposed name and to solicit any alternative names from the public. All such solicited names shall be recorded by Town staff and presented to the Parks & Recreation Commission at its next regular meeting.
 - b. In the case of the renaming of a Town park or park facility, renaming is discouraged and shall only be considered in exceptional circumstances. The person, group, or entity requesting the renaming must submit an official "Park Renaming Petition", which includes the history behind the current name, and must contain a minimum of 30 signatures collected from adult residents of the Town. Then, the Parks & Recreation Commission shall provide a 45-day public comment period, with any costs associated with public noticing borne by the petitioner, to allow for any citizen comment or objection to the proposed renaming and to solicit any alternative names from the public. All such solicited names shall be recorded by Town staff and presented to the Parks & Recreation Commission at its next regular meeting.
 2. Following the 45-day public comment period for the naming or renaming of a Town public park or park facility and deliberative consideration by the Parks &

Recreation Commission, the Commission shall take formal action by making a recommendation to the Board of Trustees regarding the new park name.

3. The Board of Trustees, after considering the park name recommended by the Parks & Recreation Commission, shall formally decide on the adoption or rejection of the new name for the Town park or park facility after taking public comment.

C. Rules for Naming or Renaming. The naming or renaming of a Town park or park facility, including interior features, sub-elements, or portions of a park or park facility must conform to grammatical, spelling, and other rules of the English language and shall be in accordance with at least one of the following naming or renaming criteria set forth below:

1. A name that represents neighborhood or geographical identification.
2. A name that represents natural or geological features.
3. A name of historical or cultural significance.
4. A name that is the articulated preference of residents of the neighborhood surrounding the Town park or park facility.
5. A name that represents the living or deceased persons who have made an unusually outstanding public service contribution or contributions to the Carbondale community.
6. A name that honors a Town park or park facility donor's stipulation that the naming or renaming of the park or park facility occur as a condition of the donation.
7. A name that represents the living or deceased persons who have made a significant donation or contribution of land or money towards the Town park or park facility
8. A name that represents elected or appointed Town officials or staff, except that such officials or staff shall not be eligible for consideration until they are no longer in office or have been retired from Town service for at least two (2) years.

TOWN OF CARBONDALE
PUBLIC NOTICE
NAMING PICKLEBALL COURTS AT
AT NORTH FACE PARK

TO: Carbondale Citizens
FROM: Eric Brendlinger, Parks & Recreation Director
DATE: July 11, 2019
SUBJECT: Naming Pickleball Courts at North Face Park

Town of Carbondale Resolution #15-2013 allows for a proposed naming of a Town Park Facility by submitting a request to the Parks & Recreation Commission.

Approval of this naming of a Town Park Facility by both the Parks & Recreation Commission and the Board of Trustees may not occur until following a 45-day public comment period to allow for any citizen comment or objection to the proposed name, and to solicit any alternative names from the public. All such comments or objections to the proposed name, or any other solicited names shall be recorded by Town staff and presented to the Parks & Recreation Commission at its next regular meeting.

This correspondence is to publicly notice citizens of Carbondale that a request has been received by the Parks & Recreation Commission to name the future dedicated pickleball courts at North Face Park the **"Young-Calaway Pickleball Courts... Alpine Bank"**.

Following the **45-day public comment period, which ends on August 24th, 2019,** the Parks & Recreation Commission will meet on Wednesday, September 11, 2019 at 7:00 p.m., at which time discussion, consideration and formal action will be taken by the Parks and Recreation Commission in making a recommendation to the Board of Trustees regarding the proposed Town Park Facility Name.

If you would like to comment or object to the proposed Town Park Facility Name (OR) wish to solicit an alternative name, please submit your comments, objections, or alternative name to: Eric Brendlinger, Parks & Recreation Director, 511 Colorado Ave. Carbondale, CO 81623 (OR) email him at: ebrendlinger@carbondaeco.net

Future North Face Park Pickleball Courts Name Proposed

The Carbondale Parks & Recreation Commission received a request to name the Future Pickleball Courts at North Face Park the:

"Young-Calaway Pickleball Courts...Alpine Bank".

Following a required 45-day public comment period, the Parks & Recreation Commission will take formal action on September 11, 2019 regarding the name recommendation to the Town Trustees.



To comment, object to name, or suggest a different name: contact Parks & Recreation Director Eric Brendlinger (970) 510-1277 or ebrendlinger@carbondaleco.net.



July 2, 2019

Town of Carbondale Parks & Recreation Commissioners
Town of Carbondale Board of Trustees

Dear Carbondale Town Trustees and P&R Commissioners,

Consistent with the MOU between the Town of Carbondale and the Roaring Fork Pickleball Association, we are submitting our request to have the new Pickleball Courts which we are funding to have exterior naming signage as...

"Young-Calaway Pickleball Courts...Alpine Bank"

Clearly articulated in the MOU, this request is based on major donors insisting that their donation be afforded Naming Rights & Signage. Alpine Bank, J. Robert Young Foundation and Jim Noyes have collaborated with a combined donation of \$100,000 (plus a construction line of credit from the bank) with the assumption that the Naming Rights and signage would be approved.

Actual proposed size and graphics are being submitted separately. It is our collective desire to honor the town and lower valley's two biggest philanthropists and to promote the courts as an extraordinary community project between the town and "We, the people."

Jeff Dickinson is handing the administration of this request on behalf of RFPA but you are certainly free to contact Jim Noyes at 970-389-9997 or jepnoyes@gmail.com.

Sincerely,



Cilla Dickinson
RFPA President

Young - Calaway Pickleball Courts



Alpine Bank

Member FDIC



Board of Trustees Agenda Memorandum

Meeting Date: 09.24.19

TITLE: 2020 Proposed Budget Discussion

SUBMITTING DEPARTMENT: Town Manager/Finance

ATTACHMENTS: General Fund Revenue by Source
Sales Tax Revenue History
Mineral Leasing and Severance Graph
Road & Bridge Revenue Graph
Estimated Fund Balances for 2019
Preliminary Summary Revenue & Expenditures

BACKGROUND:

An accurate revenue projection is essential for the proper allocation of resources.

DISCUSSION:

The projected ending fund balances provide the starting balance for the 2020 budget. Revenues should cover expenses for a balanced budget. If they do not, the Board will have to use reserves to balance the budget. Reserves may have to be used for capital improvements in 2020.

Staff adjusts revenue projections throughout the budget process. Sales tax receipts in 2019 have been at 4.9% above last year through August. We will use 4% for the 2019 projection end of year revenues. Conservatively we are using 1.75% for sales tax revenues for 2020 after talking with financial institutions and surrounding communities. Property tax revenue will increase approximately 10% based on the property valuations for 2019. A historical Mineral Leasing and Severance Tax revenue chart is attached. Payments this year are \$203,136 for Federal Mineral Lease payments compared to \$140,308 in 2018 and \$107,065 for Mineral Severance compared to \$57,316 in 2018. Severance is expected to drop for 2020 back to 2018 level. Mineral Lease is expected to be relatively steady for 2020. The Road and Bridge payment from Garfield County was \$93,919 compared to \$93,924 for 2018. This was a back fill for the Road and Bridge mill levy which was temporarily eliminated. It is anticipated that Garfield County will reinstate the mill levy for the Road & Bridge. Projections at this time will assume amounts to be the same next year. There will be no transfer in 2017, 2018, 2019 or projected for 2020 from the Development Dedication Fee Fund to the General Fund. Remaining reserves are payments from Public Open Space Dedication Fees. Projections received for the Highway User's tax are revenues will be stagnant but there is a one-time additional transportation infrastructure funding earmarked specifically for local governments again in 2020. The highway users' tax in 2020 should be \$181,321.63 plus an additional \$39,870.29. In addition, notification has been received from CEBT

(our group medical insurance provider) that the group medical rates will increase 2% beginning January 1, 2020.

The draft budget will utilize a 1.75% increase in sales tax for the initial revenue projection in 2020. The balance of revenue projections will be based on historic trends adjusted to current activity levels.

After reviewing the trends, the Board will be discussing overall budget priorities for 2020 and how to align them with/in the budget. The Town received revenue payments in 2019 for expenditures that will be occurring in 2020.

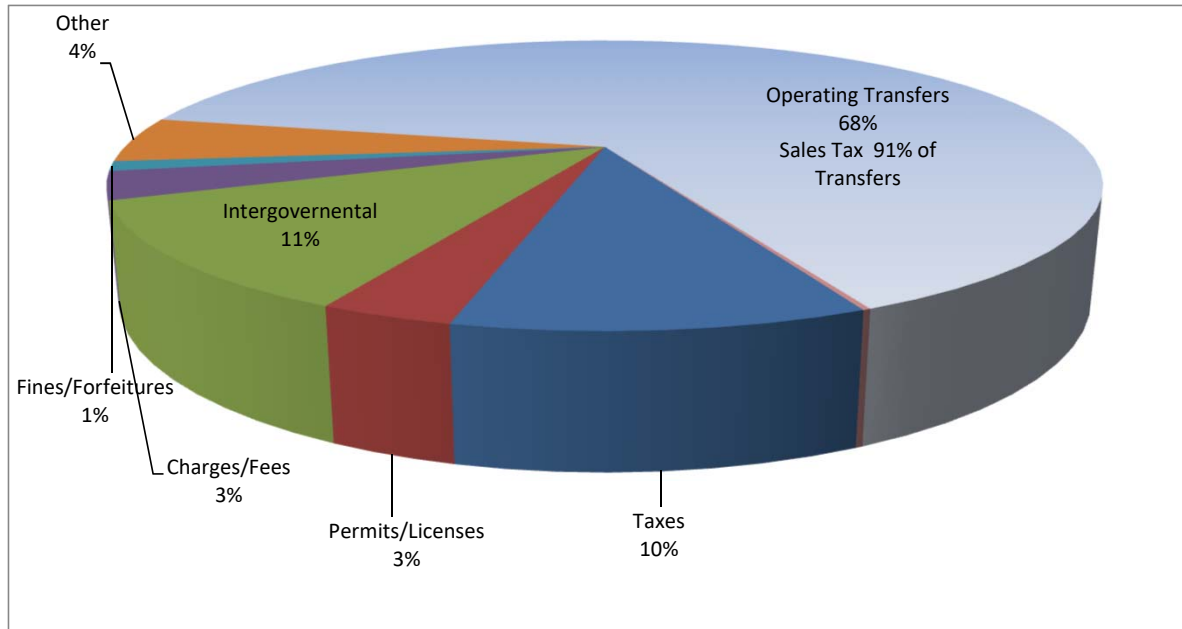
RECOMMENDATION:

Staff recommends the board uses the 1.75% increase for sales tax projection in 2020. We will continue to monitor and refine revenues during the budget process. The proposed draft budget will be presented at the Board meeting on October 8th.

Prepared By: Jay Harrington, Renae Gustine

JH
Town Manager

Revenue Sources for General Fund

**TAXES:**

PROPERTY TAXES
 SPECIFIC OWNERSHIP TAX
 FRANCHISE TAX
 DELINQUENT TAX
 INTEREST ON DELINQUENT TAX
 ABATEMENT INTEREST
 Excise Tax Recreational Marijuana

INTERGOVERNMENTAL:

CIGARETTE TAX
 GRANTS
 GRANTS - TREES
 GRANTS - STATE OF COLORADO
 GRANTS - PUBLIC SAFETY
 GRANTS - FEDERAL
 GRANTS - PLANNING
 MOTOR VEHICLE SPEC ACCESS
 HIGHWAY USERS TAX
 MINERAL LEASING
 MINERAL SEVERANCE TAX
 ROAD & BRIDGE
 GARFIELD SALES TAX

FINES AND FORFEITURES:

COURT FINES
 ASSET FORFEITURE

OPERATING TRANSFERS:

Sales Tax OPERATING TRANSFER
 ADM SVC FEE - WATER
 ADM SVC FEE - WASTEWATER
 TRANSFER DEV DED FEES
 ADMIN FEE-RECREATION S&U TAX

PERMITS & LICENSES:

LIQUOR LICENSES
 LIQUOR LICENSE EDUCATION FUND
 SALES TAX LICENSES
 CONTRACTOR LICENSES
 MEDICAL MARIJUANA LICENSING
 MEDICAL MARIJUANA EDUCATION FUND
 RETAIL MARIJUANA LICENSING
 MOBILE HOME PARK LICENSES
 BUILDING PERMIT FEES
 DOG LICENSES
 EXCAVATION PERMITS
 TRASH HAULER PERMIT

CHARGES AND FEES:

CONSTRUCTION INSPECTION FEES
 ZONING, VARIANCE, SUBDIV
 PLAN CHECK FEES
 CEMETERY FEES
 RECREATION FEES
 POLICE SERVICE FEES
 DANDELION DAY REVENUE

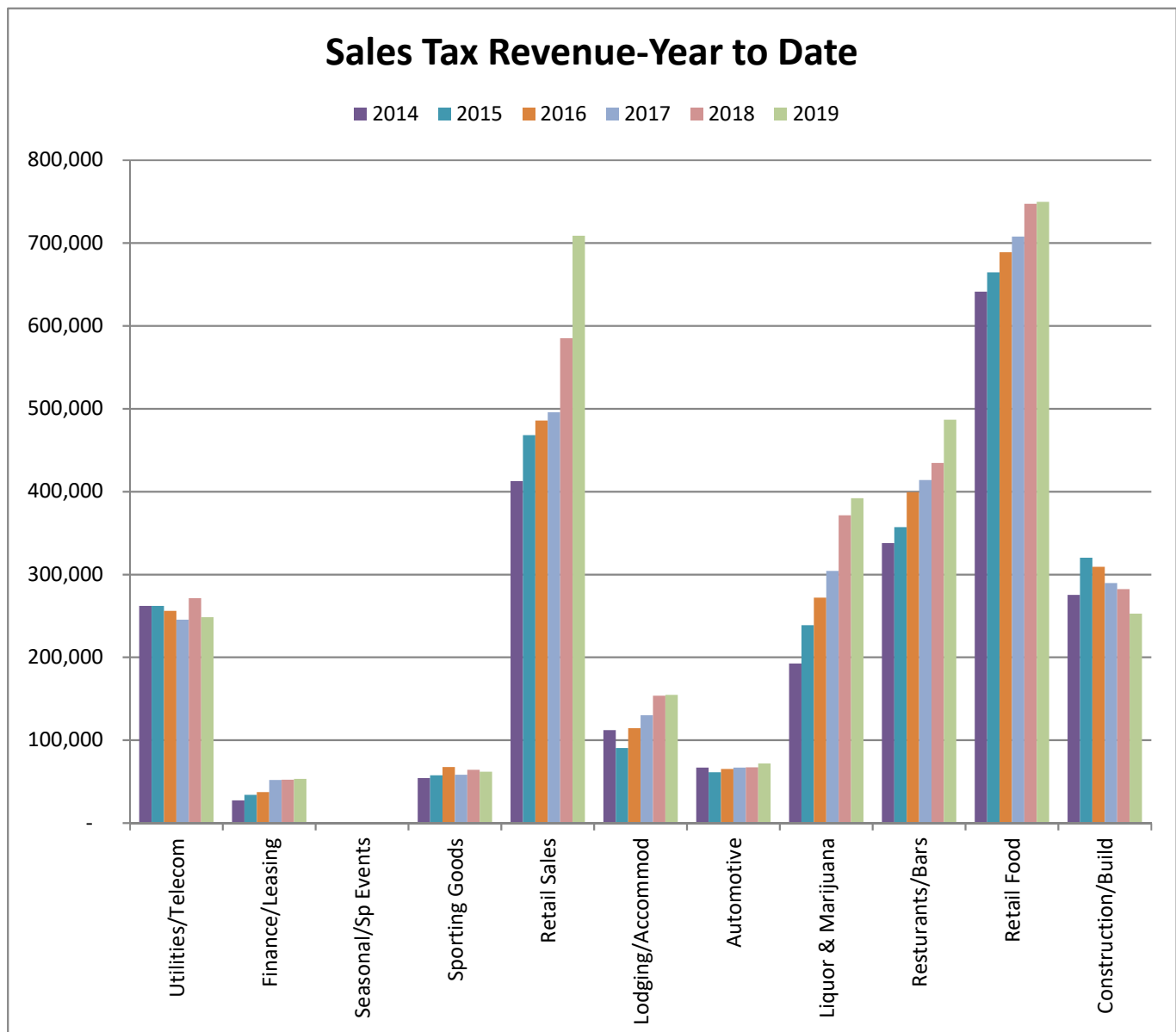
OTHER REVENUES:

INTEREST INCOME
 LEASING INCOME
 RV PARK FEES
 REFUND OF EXPENDITURES
 DEVELOPER REIMBURSEMENT
 CASH DONATIONS (TREES)
 DONATIONS
 OTHER REVENUES
 FACILITY RENTAL
 PARKS/GAZEBO USER FEES
 SALE OF FIXED ASSETS

Town of Carbondale

January - August

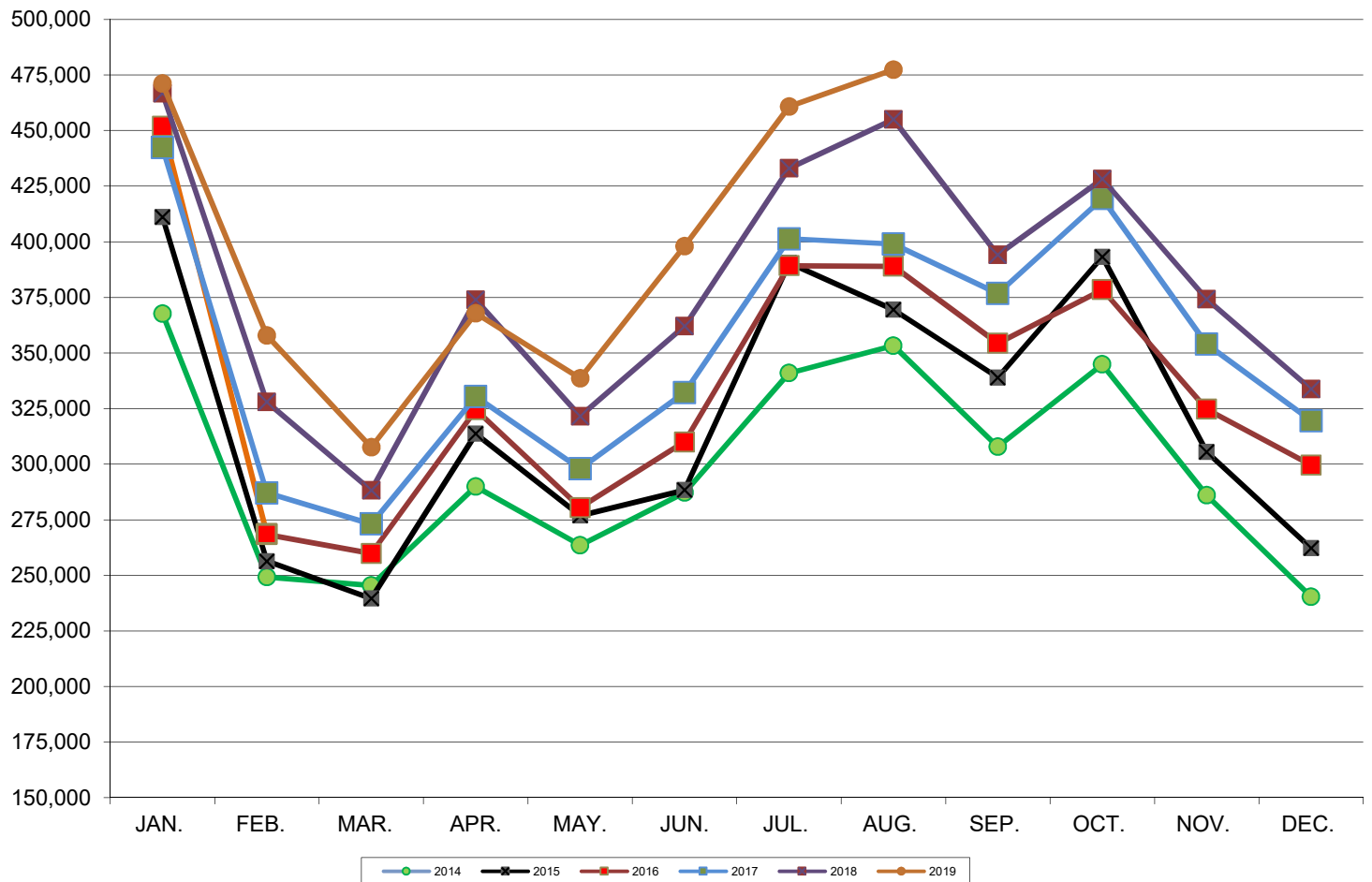
Year to Date	2014	2015	2016	2017	2018	2019	% of Total
Utilities/Telecom	262,062	261,823	255,991	245,282	271,148	248,382	7.8%
Finance/Leasing	27,437	33,964	37,175	51,813	52,143	53,127	1.7%
Seasonal/Sp Events	1,088	855	162	55	114	139	0.0%
Sporting Goods	54,168	57,426	67,529	58,335	64,140	61,844	1.9%
Retail Sales	412,546	468,069	485,645	495,778	585,103	708,555	22.3%
Lodging/Accommod	111,960	90,302	114,245	129,886	153,571	154,589	4.9%
Automotive	66,702	61,168	65,257	66,743	67,028	71,740	2.3%
Liquor & Marijuana	192,376	238,616	271,853	304,147	371,312	392,080	12.3%
Resturants/Bars	337,633	356,914	399,271	413,821	434,423	486,506	15.3%
Retail Food	641,296	664,496	688,913	707,552	747,108	749,476	23.6%
Construction/Build	275,277	320,252	309,126	289,646	282,324	252,599	7.9%
Total	2,382,546	2,553,886	2,695,167	2,763,059	3,028,414	3,179,038	100.0%

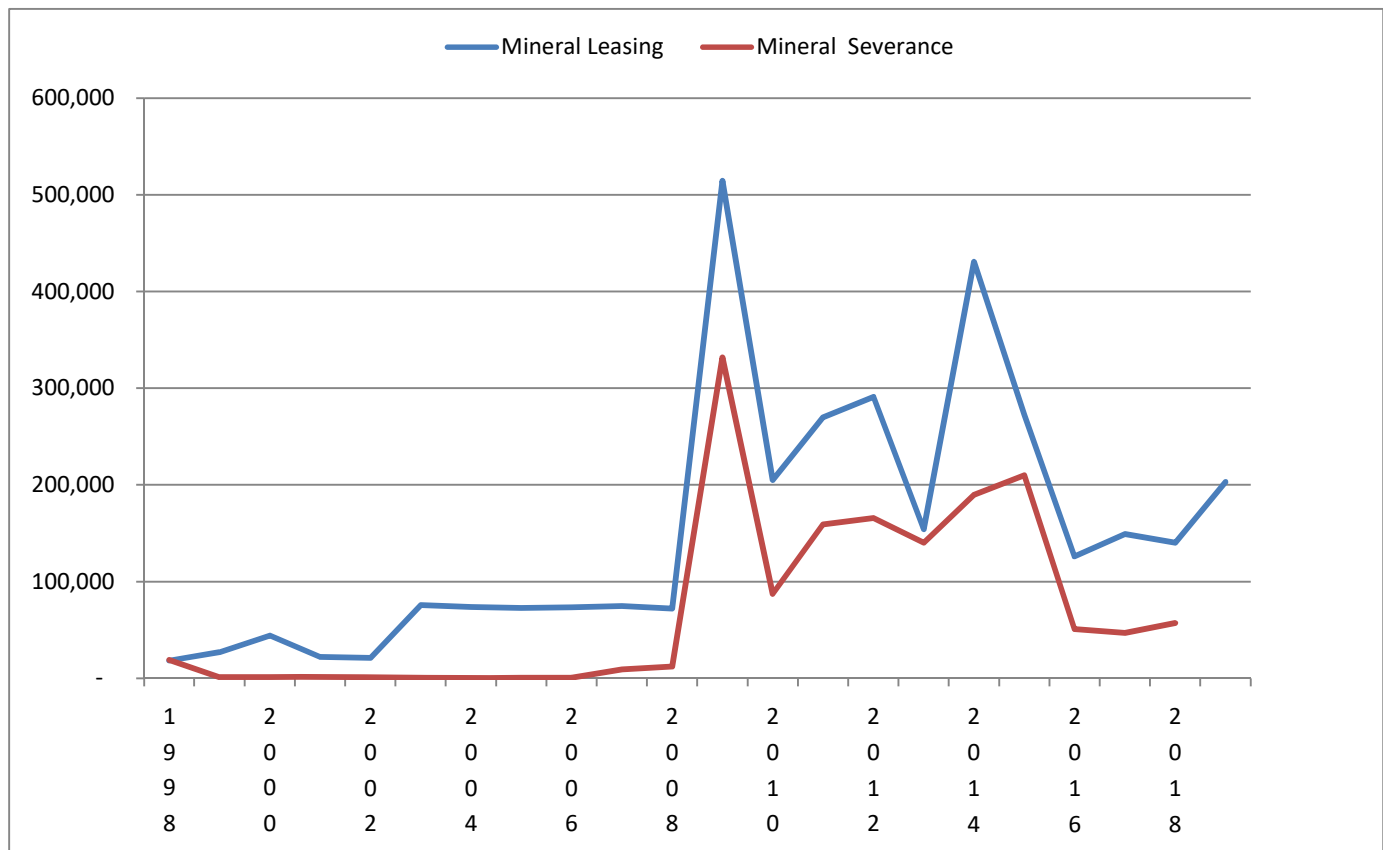


TOWN OF CARBONDALE RETAIL SALES TAX REVIEW

Sales Tax

REPORT MONTH	2014	2015	2016	2017	2018	2019	2018-2019 % Change	2017-2018 % Change	2016-2017 % Change
JAN.	367,636	411,031	451,933	442,286	466,732	471,122	0.9%	5.5%	-2.1%
FEB.	249,179	256,325	268,392	287,021	327,884	357,852	9.1%	14.2%	6.9%
MAR.	245,456	239,569	259,817	273,037	288,193	307,643	6.7%	5.6%	5.1%
APR.	289,889	313,635	324,451	330,369	373,941	367,843	-1.6%	13.2%	1.8%
MAY.	263,518	276,839	280,445	297,902	321,523	338,565	5.3%	7.9%	6.2%
JUN.	287,215	288,279	309,930	332,166	361,992	398,073	10.0%	9.0%	7.2%
JUL.	340,914	390,492	389,296	401,315	432,990	460,786	6.4%	7.9%	3.1%
AUG.	353,235	369,433	388,942	399,004	455,077	477,407	4.9%	14.1%	2.6%
SEP.	307,769	338,918	354,391	376,715	394,154		-100.0%	4.6%	6.3%
OCT.	344,830	393,108	378,425	419,404	428,150		-100.0%	2.1%	10.8%
NOV.	285,965	305,444	324,692	353,954	374,101		-100.0%	5.7%	9.0%
DEC.	240,322	262,131	299,554	319,509	333,759		-100.0%	4.5%	6.7%
Adj	29,483			61,400					
Subtotal: (3.5%)	3,605,411	3,845,203	4,030,268	4,294,082	4,558,496	3,179,291		6.2%	6.5%





	Mineral Leasing	Mineral Severance	Leasing %	Severance %
1998	18,397	19,147		
1999	26,914	1,250	46.3%	-93.5%
2000	44,280	1,140	64.5%	-8.8%
2001	22,199	1,423	-49.9%	24.8%
2002	21,179	1,296	-4.6%	-8.9%
2003	75,562	624	256.8%	-51.9%
2004	73,800	353	-2.3%	-43.5%
2005	72,720	615	-1.5%	74.3%
2006	73,534	481	1.1%	-21.8%
2007	74,690	9,333	1.6%	1840.2%
2008	72,047	12,215	-3.5%	30.9%
2009	514,696	331,989	614.4%	2617.9%
2010	204,991	87,315	-60.2%	-73.7%
2011	269,931	159,003	31.7%	82.1%
2012	291,187	165,694	7.9%	4.2%
2013	154,115	140,260	-47.1%	-15.4%
2014	430,726	189,903	179.5%	35.4%
2015	272,499	210,064	-36.7%	10.6%
2016	126,096	50,747	-53.7%	-75.8%
2017	149,253	46,839	18.4%	-7.7%
2018	140,308	57,316	-6.0%	22.4%
2019	203,136	107,065	44.8%	86.8%

Severance Direct Distribution - by County/Municipality

Program Year 2019

County / Municipality	Total \$
Adams County	484,983.85
Aguilar, Town of	6,967.03
Akron, Town of	8,400.64
Alamosa County	1,287.88
Alamosa, City of	798.72
Alma, Town of	1,400.30
Antonito, Town of	36.86
Arapahoe County	113,098.59
Archuleta County	69,719.36
Arriba, Town of	484.54
Arvada, City of	75,443.52
Aspen, City of	8,245.90
Ault, Town of	57,530.53
Aurora, City of	241,631.05
Avon, Town of	333.18
Baca County	3,125.45
Basalt, Town of	1,271.40
Bayfield, Town of	76,176.12
Bennett, Town of	6,790.74
Bent County	2,247.43
Berthoud, Town of	37,085.87
Bethune, Town of	1,095.77
Black Hawk, City of	6,918.45
Blanca, Town of	1,398.34
Blue River, Town of	1,502.24
Bonanza City, Town of	21.79
Boone, Town of	27.12
Boulder County	114,059.64
Boulder, City of	72,045.37
Bow Mar, Town of	1,061.05
Branson, Town of	539.56
Breckenridge, Town of	7,148.98
Brighton, City of	195,436.16
Brookside, Town of	354.44
Broomfield, City and County of	142,907.21
Brush, City of	65,384.72
Buena Vista, Town of	9,242.57
Burlington, City of	2,377.98
Calhan, Town of	78.29
Campo, Town of	40.30
Canon City, City of	34,303.02
Carbondale, Town of	107,064.61

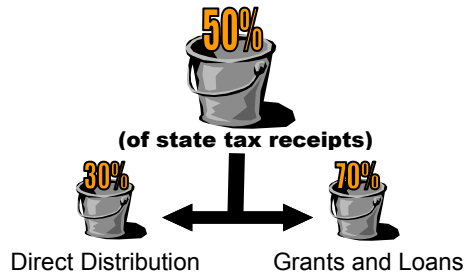
Program Year 2019

County / Municipality	Total \$
Adams County	177,286.34
Aguilar, Town of	2,270.74
Akron, Town of	2,014.33
Alamosa County	833.17
Alamosa, City of	628.52
Alma, Town of	117.57
Antonito, Town of	33.46
Arapahoe County	37,664.06
Archuleta County	7,506.72
Arriba, Town of	33.21
Arvada, City of	38,627.77
Ault, Town of	18,466.20
Aurora, City of	82,471.85
Avon, Town of	371.41
Baca County	4,547.14
Basalt, Town of	108.36
Bayfield, Town of	26,470.31
Bennett, Town of	2,433.02
Bent County	1,004.44
Berthoud, Town of	16,490.87
Bethune, Town of	534.04
Black Hawk, City of	202.54
Blanca, Town of	37.99
Blue River, Town of	819.81
Bonanza City, Town of	0.49
Boone, Town of	18.03
Boulder County	37,223.41
Boulder, City of	23,508.50
Bow Mar, Town of	377.18
Branson, Town of	176.40
Breckenridge, Town of	3,981.34
Brighton, City of	70,282.22
Brookside, Town of	365.14
Broomfield, City and County of	35,182.99
Brush, City of	31,823.36
Buena Vista, Town of	7,822.50
Burlington, City of	1,158.94
Calhan, Town of	69.15
Campo, Town of	58.64
Canon City, City of	26,505.38
Carbondale, Town of	203,136.08
Castle Pines, City of	1,355.34

2018 SEVERANCE AND FEDERAL MINERAL LEASE DIRECT DISTRIBUTION



DOLA portion of State Severance Tax



Allocated to County Pools based on statewide share of the following factors:

Factor	Percentages*
Colorado Employee Residence Reports (CERR).....	40%
Mining and Well Permits	30%
Mineral Production	30%

*No single factor of the three listed above shall be less than 30%, with the remaining 10% allocated among the three factors at the discretion of the executive director, based on recommendation from the Energy and Mineral Impact Advisory Committee.



The Sub County Pools are allocated based on the countywide share of the following factors:

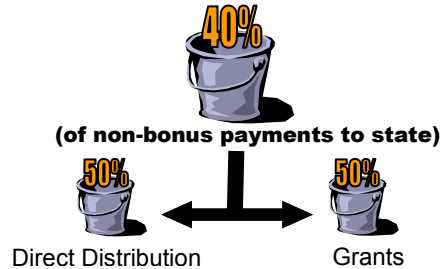
Factor	Percentages**
Colorado Employee Residence Reports (CERR).....	33%
Population	34%
Road Miles	33%

**Percentages may be based on recommendation from the Energy and Mineral Impact Advisory Committee or memorandum of understanding between county and all of its municipalities, with final determination by the executive director.



Annual distribution of revenues to Counties and Municipalities by August 31st.

DOLA portion of Federal Mineral Lease



Allocated to County Pools based on statewide share of the following factors:

Factor	Percentages*
Colorado Employee Residence Reports (CERR)	35%
Federal Mineral Lease Revenue Generated	65%

* CERRs (35% maximum) and the remaining percent from generated federal mineral lease revenue to be determined by the executive director, based on recommendation from the Energy and Mineral Impact Advisory Committee.



The Sub County Pools are allocated based on the countywide share of the following factors:

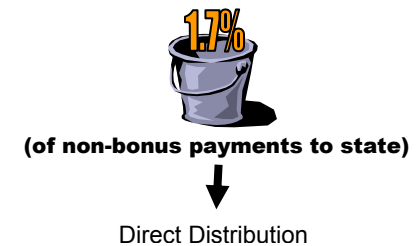
Factor	Percentages**
Colorado Employee Residence Reports (CERR)	33%
Population	34%
Road Miles	33%

**Percentages may be based on recommendation from the Energy and Mineral Impact Advisory Committee or memorandum of understanding between county and all of its municipalities, with final determination by the executive director.



Annual distribution of revenues to Counties, Federal Mineral Lease Districts and Municipalities by August 31st.

Separate Distribution of Federal Mineral Lease to School Districts



Allocated to County Pools based on statewide share of the following factors:

Factor	Percentages*
Colorado Employee Residence Reports (CERR)	35%
Federal Mineral Lease Revenue Generated	65%

*County Pool percentages to school districts will be identical to those used for County Pool under "DOLA Portion of Federal Mineral Lease".



The Sub County Pools are allocated based on the countywide share of the following factor:

Factor	Percentages
Pupil Counts	100%

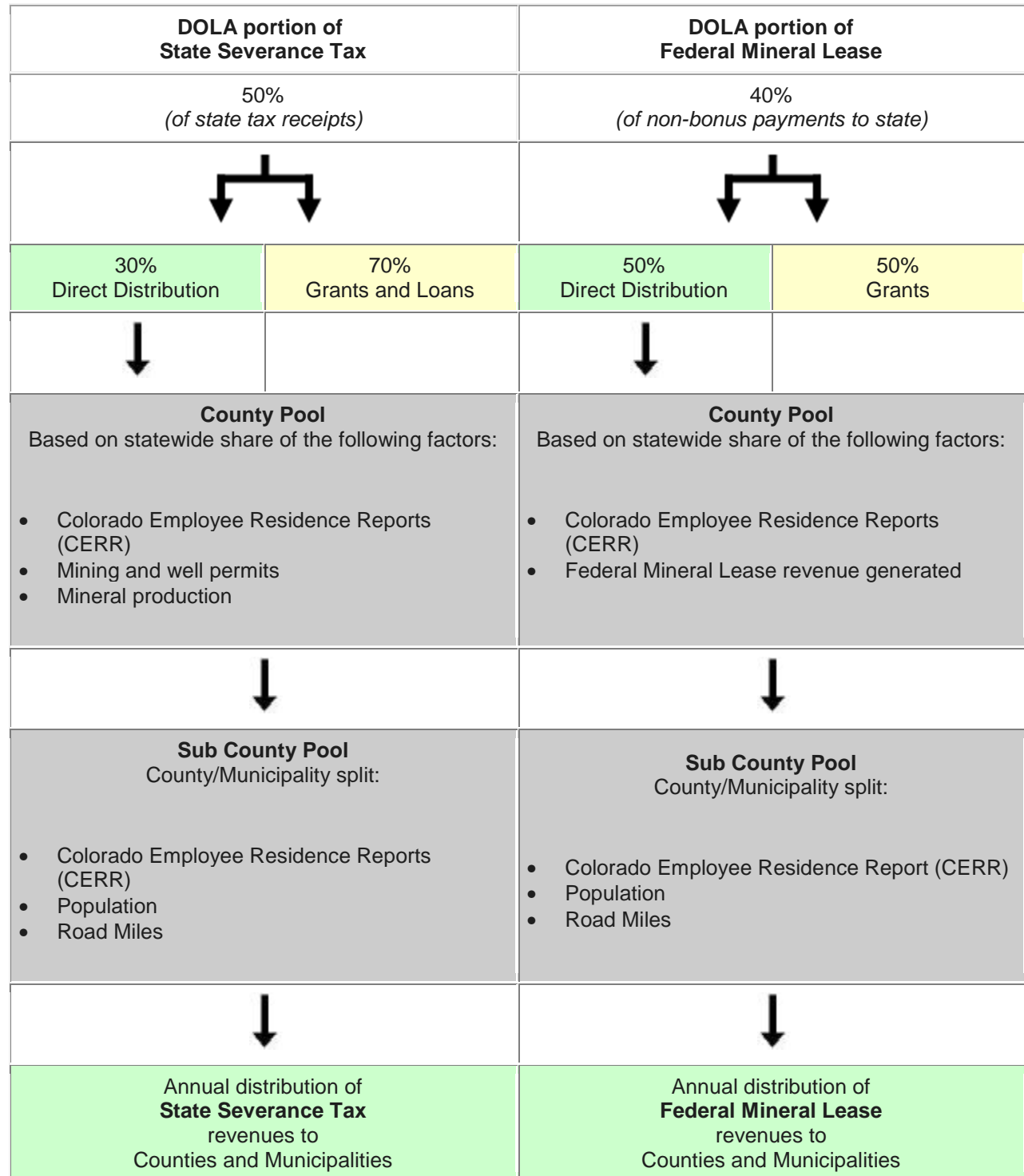


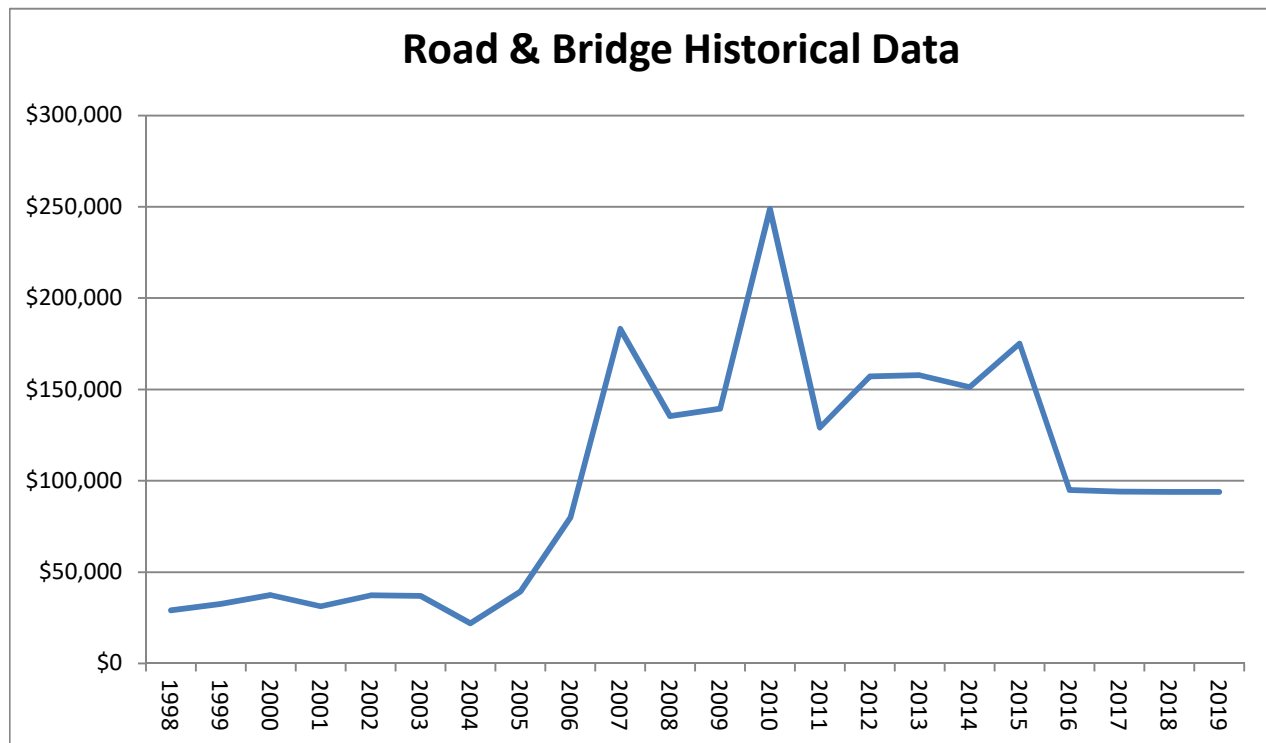
Annual distribution of revenues to School Districts by August 31st.



COLORADO
Department of Local Affairs

Funding Process flowchart for Direct Distribution





Year	Revenue
1998	\$ 29,036
1999	\$ 32,576
2000	\$ 37,571
2001	\$ 31,422
2002	\$ 37,289
2003	\$ 36,875
2004	\$ 21,969
2005	\$ 39,465
2006	\$ 79,887
2007	\$ 183,140
2008	\$ 135,466
2009	\$ 139,477
2010	\$ 248,723
2011	\$ 129,114
2012	\$ 157,189
2013	\$ 157,792
2014	\$ 151,350
2015	\$ 175,083
2016	\$ 94,950
2017	\$ 94,003
2018	\$ 93,924
2019	\$ 93,919

TOWN OF CARBONDALE, COLORADO
2020 MUNICIPAL BUDGET
Projected Ending Fund Balance for 2019

2019 Estimated

Fund	Beginning Fund Balance	Estimated Revenue	Total Available Revenue	Estimated Expenditures	Estimated Ending Fund Balance
General	6,015,682	8,278,969	14,294,651	7,742,722	6,551,929
Conservation Trust	103,368	65,100	168,468	74,507	93,961
Victims Assistance	1,721	14,000	15,721	14,000	1,721
Lodging Tax	7,904	130,000	137,904	137,904	-
Disposable Bag Fee	22,926	19,000	41,926	20,500	21,426
1% For The Arts	19,441	212	19,653	1,000	18,653
Energy Efficient Building Code	8,268	-	8,268	-	8,268
Wastewater	6,014,380	1,860,657	7,875,037	1,235,467	6,639,570
Water	3,498,445	1,942,355	5,440,800	1,627,579	3,813,221
Trash	-	10,000	10,000	55,044	(45,044)
Carbondale Housing Fund	369,361	121,955	491,316	177,100	314,216
Development Dedication	351,764	75,150	426,914	-	426,914
Streetscape	730,954	218,980	949,934	44,900	905,034
Capital Construction	512,881	1,300,500	1,813,381	1,493,659	319,722
Recreation Sales & Use Tax	1,571,631	1,318,069	2,889,700	1,105,069	1,784,631
Community Enhancement	20,586	7,800	28,386	-	28,386
Sales & Use Tax	769,302	5,213,948	5,983,250	5,213,948	769,302
Loan and Interest	-	205,000	205,000	206,282	(1,282)
Total	20,018,614	20,781,695	40,800,309	19,149,681	21,650,628

Town of Carbondale
Revenues Expenditures Summary with Comparison to Budget
For 9 months ending 9.30.2019

ATTACHMENT L

	3rd Qtr 2018	3rd Qtr 2019	YTD 2018	YTD 2019	Budget 2019	% Budget 2019
GENERAL FUND						
REVENUES:						
TAXES	168,263	184,111	514,933	559,770	674,835	82.9%
PERMITS & LICENSES	397,867	113,121	175,363	319,951	195,500	163.7%
INTERGOVERNMENTAL	299,980	69,272	592,850	333,090	743,161	44.8%
CHARGES & FEES	60,133	74,012	152,821	218,401	172,000	127.0%
FINES & FORFEITURES	19,450	12,823	58,566	43,500	60,000	72.5%
OTHER	72,399	80,668	262,950	264,787	300,800	88.0%
TRANSFERS IN	1,353,575	1,166,942	3,677,775	3,948,737	5,039,304	78.4%
APPROPRIATIONS AND SUNDRY	6,800	6,029	6,800	18,341	10,000	183.4%
TOTAL FUND REVENUES	2,378,467	1,706,977	5,442,058	5,706,577	7,195,600	79.3%
GENERAL FUND EXPENDITURES:						
ATTORNEY DEPT	36,355	33,529	99,042	104,895	170,000	61.7%
MUNICIPAL ELECTIONS DEPT	14	-	9,068	-	9,900	0.0%
BOARD OF TRUSTEES DEPT	29,125	22,575	90,894	92,362	128,165	72.1%
MUNICIPAL COURT DEPT	13,330	6,507	32,592	32,068	43,357	74.0%
TOWN MANAGER DEPT	96,580	80,335	282,440	269,907	378,509	71.3%
ADMINISTRATIVE SERVICES DEPT	64,456	26,971	360,873	290,883	389,200	74.7%
FINANCE DEPT	102,712	103,128	303,017	303,557	407,405	74.5%
SALES TAX ADMINISTRATION	9,200	2,744	26,502	17,755	37,662	47.1%
COMMUNITY DEVELOPMENT DEPT	79,242	69,035	215,002	217,691	315,580	69.0%
DATA PROCESSING DEPT	16,633	18,244	66,137	108,131	150,000	72.1%
BUILDING OPERATIONS DEPT	47,318	20,488	111,227	89,471	166,282	53.8%
GENERAL FUND MOTOR POOL DEPT	62,900	59,479	196,082	162,271	237,088	68.4%
POLICE DEPT	466,005	400,320	1,355,200	1,233,140	1,852,012	66.6%
COMMUNICATIONS DEPT	5,982	27,641	27,805	42,059	66,000	63.7%
BUILDING INSPECTION DEPT	48,482	42,824	136,098	135,222	204,202	66.2%
ORDINANCE CONTROL DEPT	18,929	17,064	48,688	55,831	77,655	71.9%
STREETS DEPT	166,822	203,578	499,080	516,790	905,100	57.1%
PUBLIC WORKS ADMIN DEPT	58,042	56,344	153,852	190,095	220,169	86.3%
RECREATION DEPT	83,807	96,884	279,986	279,322	413,198	67.6%
PARKS & CEMETERY DEPT	131,386	157,771	324,280	373,459	555,169	67.3%
RV PARK	21,789	9,065	43,947	21,858	61,440	35.6%
BOAT RAMP	721	1,425	3,966	4,657	6,000	77.6%
AFFORDABLE/ATTAINABLE HOUSING	37,500	7,500	52,500	72,500	80,000	90.6%
ECONOMIC DEV COUNCIL	-	-	20,000	40,000	47,000	85.1%
ENVIRONMENTAL HEALTH DEPT	1,066	1,262	37,803	35,273	50,000	70.5%
COMMUNITY AFFAIRS DEPT	-	-	62,000	66,000	66,000	100.0%
CONTINGENCY RESERVE DEPT	500,000	-	500,000	500,000	500,000	100.0%
TOTAL FUND EXPENDITURES	2,098,396	1,464,712	5,338,078	5,255,198	7,537,093	69.7%
NET REVENUE (LOSS)	280,072	242,265	103,980	451,379	(341,493)	

Town of Carbondale
Revenues Expenditures Summary with Comparison to Budget
For 9 months ending 9.30.2019

ATTACHMENT L

	3rd Qtr 2018	3rd Qtr 2019	YTD 2018	YTD 2019	Budget 2019	% Budget 2019
CONSERVATION TRUST FUND						
REVENUES:						
INTERGOVERNMENTAL	14,931	-	49,989	44,512	65,000	68.5%
OTHER	466	3	470	10	600	1.7%
TOTAL FUND REVENUE	15,398	3	50,459	44,522	65,600	67.9%
EXPENDITURES:						
CONSERVATION TRUST	22,642	24,269	51,720	58,463	73,551	79.5%
TOTAL FUND EXPENDITURES	22,642	24,269	51,720	58,463	73,551	79.5%
NET REVENUE (LOSS)	(7,244)	(24,266)	(1,261)	(13,941)	(7,951)	
VICTIMS ASSISTANCE FUND						
REVENUES:						
FINES & FORFEITURES	3,920	1,709	12,550	7,938	16,000	49.6%
TOTAL FUND REVENUE	3,920	1,709	12,550	7,938	16,000	49.6%
EXPENDITURES:						
VICTIMS ASSISTANCE	4,816	3,394	13,531	11,477	15,000	76.5%
TOTAL FUND EXPENDITURES	4,816	3,394	13,531	11,477	15,000	76.5%
NET REVENUE (LOSS)	(896)	(1,685)	(981)	(3,540)	1,000	
LODGING TAX FUND						
REVENUES:						
TAXES	43,817	25,761	88,862	76,787	120,750	63.6%
TOTAL FUND REVENUE	43,817	25,761	88,862	76,787	120,750	63.6%
EXPENDITURES:						
CHAMBER OF COMMERCE	39,853	37,973	84,758	85,855	120,750	71.1%
TOTAL FUND EXPENDITURES	39,853	37,973	84,758	85,855	120,750	71.1%
NET REVENUE (LOSS)	3,964	(12,212)	4,103	(9,068)	-	
DISPOSABLE BAG FEE FUND						
REVENUES:						
DISPOSABLE BAG FEE	4,876	3,332	12,457	9,890	20,000	49.4%
TOTAL FUND REVENUE	4,876	3,332	12,457	9,890	20,000	49.4%
EXPENDITURES:						
EXPENDITURES	7,824	333	29,005	14,601	20,500	71.2%
TOTAL FUND EXPENDITURES	7,824	333	29,005	14,601	20,500	71.2%
NET REVENUE (LOSS)	(2,948)	2,999	(16,547)	(4,712)	(500)	

Town of Carbondale
Revenues Expenditures Summary with Comparison to Budget
For 9 months ending 9.30.2019

ATTACHMENT L

	3rd Qtr 2018	3rd Qtr 2019	YTD 2018	YTD 2019	Budget 2019	% Budget 2019
1% FOR THE ARTS						
REVENUES:						
OTHER	925	-	6,163	212	2,000	10.6%
	<u>925</u>	<u>-</u>	<u>6,163</u>	<u>212</u>	<u>2,000</u>	<u>10.6%</u>
EXPENDITURES:						
1% FOR THE ART	3,929	-	3,929	-	7,000	0.0%
	<u>3,929</u>	<u>-</u>	<u>3,929</u>	<u>-</u>	<u>7,000</u>	<u>0.0%</u>
NET REVNUUE (LOSS)	<u>(3,004)</u>	<u>-</u>	<u>2,235</u>	<u>212</u>	<u>(5,000)</u>	
ENERGY EFFICIENT BUILDING CODE						
REVENUES:						
OTHER	-	-	-	-	-	0.0%
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>
EXPENDITURES:						
EXPENDITURES	-	-	-	-	3,000	0.0%
	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>3,000</u>	<u>0.0%</u>
NET REVENUE (LOSS)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(3,000)</u>	
WASTEWATER FUND						
REVENUES:						
INTERGOVERNMENTAL	-	-	-	-	225,000	-
CHARGES & FEES	386,464	392,390	1,139,408	1,368,696	1,486,500	92.1%
OTHER	5,683	7,087	12,862	22,341	18,000	124.1%
TOTAL REVENUES	<u>392,147</u>	<u>399,476</u>	<u>1,152,270</u>	<u>1,391,037</u>	<u>1,729,500</u>	<u>80.4%</u>
EXPENDITURES:						
WASTEWATER DEPARTMENT	282,523	193,217	865,550	725,917	1,166,665	62.2%
CAPITAL CONSTR/OUTLAY DEPT	56,772	21,534	56,772	61,570	1,405,000	4.4%
STORM WATER	-	3,331	-	10,298	60,000	17.2%
TOTAL EXPENDITURES	<u>339,295</u>	<u>218,083</u>	<u>922,322</u>	<u>797,785</u>	<u>2,631,665</u>	<u>30.3%</u>
NET REVENUE (LOSS)	<u>52,852</u>	<u>181,394</u>	<u>229,947</u>	<u>593,251</u>	<u>(902,165)</u>	

Town of Carbondale
Revenues Expenditures Summary with Comparison to Budget
For 9 months ending 9.30.2019

ATTACHMENT L

	3rd Qtr 2018	3rd Qtr 2019	YTD 2018	YTD 2019	Budget 2019	% Budget 2019
WATER FUND						
REVENUES:						
STATE GRANT	-	7,743	19,747	23,372	240,000	0.0%
CHARGES & FEES	490,211	514,573	1,246,149	1,582,040	1,483,760	106.6%
OTHER	7,616	13,263	21,223	30,223	9,300	325.0%
TOTAL REVENUES	<u>497,827</u>	<u>535,578</u>	<u>1,287,118</u>	<u>1,635,635</u>	<u>1,733,060</u>	<u>94.4%</u>
EXPENDITURES:						
WATER DEPARTMENT	296,081	259,044	822,037	881,085	1,166,723	75.5%
CAPITAL CONSTR/OUTLAY DEPT	12,696	72,068	145,110	166,457	1,474,250	11.3%
SECONDARY WATER DEPT	55,356	55,406	90,027	132,555	214,906	61.7%
TOTAL EXPENDITURES	<u>364,133</u>	<u>386,518</u>	<u>1,057,174</u>	<u>1,180,096</u>	<u>2,855,879</u>	<u>41.3%</u>
NET REVENUE (LOSS)	<u>133,694</u>	<u>149,060</u>	<u>229,945</u>	<u>455,539</u>	<u>(1,122,819)</u>	
TRASH FUND						
REVENUES:						
CHARGES & FEES	-	-	-	-	-	0.0%
OTHER	-	-	-	-	-	0.0%
TOTAL REVENUES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>
EXPENDITURES:						
TRASH DEPARTMENT	-	20,694	-	36,193	-	0.0%
TOTAL EXPENDITURES	<u>-</u>	<u>20,694</u>	<u>-</u>	<u>36,193</u>	<u>-</u>	<u>0.0%</u>
NET REVENUE (LOSS)	<u>-</u>	<u>(20,694)</u>	<u>-</u>	<u>(36,193)</u>	<u>-</u>	
CARBONDALE HOUSING FUND						
REVENUES:						
GRANTS-STATE OF COLORADO	18,625	-	18,625	-	-	0.0%
RETA	-	10,970	4,890	21,745	5,000	0.0%
LEASING INCOME	11,830	12,620	37,640	31,530	47,400	66.5%
TRANSFER IN	30,000	-	30,000	50,000	50,000	100.0%
TOTAL REVENUES	<u>41,830</u>	<u>23,590</u>	<u>91,155</u>	<u>103,275</u>	<u>102,400</u>	<u>100.9%</u>
EXPENDITURES:						
GRANT-ART SPACE STUDY	-	-	48,822	-	-	0.0%
RENTAL PROPERTIES EXPENDITURES	7,444	193	8,270	4,213	56,000	7.5%
HOUSING PURCHASES	-	(572,393)	-	50,000	-	0.0%
RENTAL PROPERTIES RENOVATIONS	-	-	-	120,569	67,000	180.0%
TOTAL EXPENDITURES	<u>7,444</u>	<u>(572,199)</u>	<u>57,092</u>	<u>174,783</u>	<u>123,000</u>	<u>142.1%</u>
NET REVENUE (LOSS)	<u>34,386</u>	<u>595,789</u>	<u>34,063</u>	<u>(71,508)</u>	<u>(20,600)</u>	

Town of Carbondale
Revenues Expenditures Summary with Comparison to Budget
For 9 months ending 9.30.2019

ATTACHMENT L

	3rd Qtr 2018	3rd Qtr 2019	YTD 2018	YTD 2019	Budget 2019	% Budget 2019
DEVELOPER DEDICATION FEE FUND						
REVENUES:						
CHARGES & FEES	22,251	31,555	45,459	84,232	25,000	336.9%
OTHER	20	426	59	542	100	542.2%
TOTAL REVENUES	<u>22,271</u>	<u>31,981</u>	<u>45,518</u>	<u>84,774</u>	<u>25,100</u>	<u>337.7%</u>
EXPENDITURES:						
EXPENDITURES	47,829	-	97,829	-	-	0.0%
TOTAL EXPENDITURES	<u>47,829</u>	<u>-</u>	<u>97,829</u>	<u>-</u>	<u>-</u>	<u>0.0%</u>
NET REVENUE (LOSS)	<u>(25,558)</u>	<u>31,981</u>	<u>(52,311)</u>	<u>84,774</u>	<u>25,100</u>	

Town of Carbondale
Revenues Expenditures Summary with Comparison to Budget
For 9 months ending 9.30.2019

ATTACHMENT L

	3rd Qtr 2018	3rd Qtr 2019	YTD 2018	YTD 2019	Budget 2019	% Budget 2019
STREETSCAPE FUND						
REVENUES:						
TAXES	55,728	48,631	218,160	210,687	219,130	96.1%
INTEREST INCOME	-	2,972	-	2,972	-	
TOTAL REVENUES	<u>55,728</u>	<u>51,603</u>	<u>218,160</u>	<u>213,659</u>	<u>219,130</u>	<u>97.5%</u>
EXPENDITURES:						
STREETSCAPE IMPROVEMENTS	24,687	927	33,452	4,074	764,900	0.5%
TOTAL EXPENDITURES	<u>24,687</u>	<u>927</u>	<u>33,452</u>	<u>4,074</u>	<u>764,900</u>	<u>0.5%</u>
NET REVENUES (LOSS)	<u>31,041</u>	<u>50,676</u>	<u>184,708</u>	<u>209,585</u>	<u>(545,770)</u>	
CAPITAL CONSTRUCTION FUND						
REVENUES:						
INTERGOVERNMENTAL	-	330,010	-	330,010	30,000	0.0%
OTHER	500,024	522	500,072	500,663	500,150	100.1%
TOTAL REVENUES	<u>500,024</u>	<u>330,532</u>	<u>500,072</u>	<u>830,674</u>	<u>530,150</u>	<u>156.7%</u>
EXPENDITURES:						
CAPITAL CONSTRUCTION DEPT	-	1,011,110	353,798	1,134,531	769,000	147.5%
TOTAL EXPENDITURES	<u>-</u>	<u>1,011,110</u>	<u>353,798</u>	<u>1,134,531</u>	<u>769,000</u>	<u>147.5%</u>
NET REVENUES (LOSS)	<u>500,024</u>	<u>(680,578)</u>	<u>146,273</u>	<u>(303,857)</u>	<u>(238,850)</u>	
REC SALES & USE TAX FUND						
REVENUES:						
TAXES	206,121	186,326	485,173	539,148	731,027	73.8%
INTERGOVERNMENTAL	-	2,500	25,000	27,500	146,250	0.0%
CHARGES & FEES	90,179	84,912	317,938	301,189	356,500	84.5%
OTHER	11,558	9,591	54,448	52,524	49,100	107.0%
TOTAL REVENUES	<u>307,858</u>	<u>283,329</u>	<u>882,559</u>	<u>920,361</u>	<u>1,282,877</u>	<u>71.7%</u>
EXPENDITURES:						
RECREATION CENTER	118,989	127,026	377,971	401,730	506,392	79.3%
MUNICIPAL POOL DEPT	73,726	64,907	161,918	129,816	163,185	79.6%
RECREATIONS SALES & USE TAX	117,031	59,863	297,238	253,505	489,655	51.8%
TOTAL EXPENDITURES	<u>309,746</u>	<u>251,796</u>	<u>837,126</u>	<u>785,051</u>	<u>1,159,232</u>	<u>67.7%</u>
NET REVENUES (LOSS)	<u>(1,888)</u>	<u>31,533</u>	<u>45,432</u>	<u>135,309</u>	<u>123,645</u>	

Town of Carbondale
Revenues Expenditures Summary with Comparison to Budget
For 9 months ending 9.30.2019

ATTACHMENT L

	3rd Qtr 2018	3rd Qtr 2019	YTD 2018	YTD 2019	Budget 2019	% Budget 2019
COMMUNITY ENHANCEMENT FUND						
REVENUES:						
COMMUNITY ENHANCEMENT	-	-	7,058	7,798	7,500	104.0%
TOTAL REVENUES	-	-	7,058	7,798	7,500	104.0%
EXPENDITURES:						
EXPENDITURES	-	-	-	-	-	0.0%
TOTAL EXPENDITURES	-	-	-	-	-	0.0%
NET REVENUE (LOSS)	-	-	7,058	7,798	7,500	
SALES & USE TAX FUND						
REVENUES:						
TAXES	1,251,561	1,126,049	2,938,168	3,259,242	4,612,154	70.7%
OTHER	2,134	1,128	5,821	4,266	6,500	65.6%
TOTAL REVENUES	1,253,695	1,127,177	2,943,989	3,263,508	4,618,654	70.7%
EXPENDITURES:						
DEBT SERVICE/TRANSFERS	1,253,091	1,096,856	3,377,178	3,668,344	4,618,654	79.4%
TOTAL EXPENDITURES	1,253,091	1,096,856	3,377,178	3,668,344	4,618,654	79.4%
NET REVENUES (LOSS)	604	30,320	(433,189)	(404,836)	-	
BOND FUND						
REVENUES:						
OTHER	54,426	34,167	163,226	136,667	205,000	66.7%
TOTAL REVENUES	54,426	34,167	163,226	136,667	205,000	66.7%
EXPENDITURES:						
DEBT SERVICE DEPT	(12,692)	-	30,756	15,700	206,282	7.6%
TOTAL EXPENDITURES	(12,692)	-	30,756	15,700	206,282	7.6%
NET REVENUES (LOSS)	67,118	34,167	132,469	120,967	(1,282)	

**MINUTES
CARBONDALE PARKS & RECREATION COMMISSION
August 14, 2019**

Becky Moller called the Carbondale Parks & Recreation Commission meeting to order at 7:00 p.m. on August 14, 2019, in the Town Hall meeting room.

ROLL CALL

The following members were present for roll call:

Members:	Becky Moller, Chair John Williams, Member Hollis Sutherland, Member Rose Rosello, Member Genevieve Villamizar, Alternate
Absent:	Ashley Allis, Member Todd Chamberlin, Member Tracy Wilson, Vice Chair Camy Britt, Alternate
Town Staff Present:	Eric Brendlinger, Parks & Recreation Director Jessi Rochel, Parks & Recreation Manager Jamie Wall, Facility & Special Events Coordinator

CONSENT AGENDA

After some discussion between John Williams and Eric Brendlinger regarding the details in a question concerning the pickleball courts and a possible FMLD grant application, Hollis Sutherland ***moved*** to approve the minutes from the Parks & Recreation Commission meeting in July 2019 with corrections. Rose Rosello ***seconded*** the motion, and it was ***approved by majority with John Williams dissenting***.

PERSONS PRESENT NOT ON THE AGENDA

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

RECREATION COORDINATOR—FACILITIES & SPECIAL EVENTS. JAMIE WALL

Jamie Wall presented information on the upcoming Our Town, One Table event scheduled for Sunday, August 18, 2019 at 6:30 pm. The theme is Somewhere Over the Rainbow, Where Everyone Is Welcome. There are two tables reserved for town staff and commission members; she asked that anyone interested send her an e-mail to reserve spaces at the table. To date, there are 106 tables reserved, with 110 tables rented. There are more tables available at the recreation center, if needed. The Parks & Recreation Department considers funding for these types of events in the budget, but sponsors are also sought in order to offset the cost, as well. A brief discussion ensued about the pros and cons of allowing alcohol at town events. Genevieve suggested a high-end non-alcoholic tasting event could be a profitable fundraiser.

SPONSORSHIP SUPPORT LETTER FOR GENEVIEVE VILLAMIZAR MASTERS IN ENVIRONMENTAL MANAGEMENT

Eric and Genevieve presented her proposed project "Wild Child Nature Park at North Bridge" as part of Genevieve's requirements for the completion of her Masters in Environmental Management. The Town of Carbondale Parks & Recreation Department is the community sponsor, and will provide oversight. The process for this project is a philosophical shift in how open space is perceived.

Genevieve indicated North Bridge was selected because of the small parking area associated with it, which is key for a successful project in River Valley Ranch (RVR). The Project Summary, Objectives, and Timeline have previously been submitted to her mentor, and the deliverables will include a literature review of successful projects, a detailed history of land use, how it became RVR property, and the restrictions that went along with that acquisition. Once that research is complete, it will inform where and what can be done. Part of the project will also include baseline studies of the current flora and fauna and their seasonal use of this environmental zone with the goal of developing a plan to help mitigate the impact of use on the local wildlife. The park will be unconventional in that there will be no swing sets or slides, but will encourage open, free play. Consequently, the park must also be free of major hazards and will also need to comply with RVR covenants.

Once the planning is completed, Genevieve hopes to work with Roaring Fork Outdoor Volunteers and Second Shift to develop afterschool programming that harnesses available technology to develop apps to help kids learn about nature. The driving goals of the project are to explore its feasibility, a cost-benefit analysis, and to bring back diversity in the flora which will then encourage fauna diversity.

Questions and Discussion:

Hollis: What is needed from Parks & Recreation Commission?

Genevieve: Vote of Support—will the Commission sponsor possible open houses, provide feedback on various aspects of the project, etc.

Rose: Love the idea.

Becky: This is basically a Master Plan—how many other Master Plans are on record, and how will this be implemented?

Genevieve: The project does not require infrastructure, and she hopes it will encourage community involvement.

Hollis: How does this mesh with the 2015 Parks, Recreation & Trails Master Plan?

Rose: Genevieve isn't asking for money or time, just support.

Hollis: I support the project, but the project may not be supported in the budget.

Genevieve: I have never done anything like this, but I am here to learn and am very excited about the process.

Eric: The 2015 Parks, Recreation & Trails Master Plan provides a good template, in terms of the Master Plan process, to help guide the project.

Hollis Sutherland **moved** that the Carbondale Parks & Recreation Commission endorse Genevieve Villamizar for her proposed project "Wild Child Nature Park at North Bridge" as part of her requirements for the completion of her Masters in Environmental Management. Rose Rosello **seconded** the motion, and it was **unanimously approved**.

DRAFT 2020 DEPARTMENT BUDGET GOALS

Eric presented a draft of the 2020 Budget Goals; along with Jessi Rochel (Parks & Recreation Manager) he will continue to meet with Jay Harrington (Town Manager) and Renae Gustine (Director of Finance) to work out the details.

Parks & Recreation Administration

1. Submittal of two Garfield County Federal Mineral Lease District mini-grants for a park improvement project that dovetail with our master plan recommendations. Apply for a Spring 2020 FMLD Nature Park picnic shade shelter and trail improvements (\$25,000). Fall 2020 FMLD playground equipment replacement, and enhancement of ADA access to our parks and playgrounds. (\$25,000).

Questions/Comments:

Hollis: Who picks grants?

Eric: The whole group (handpicked by Commission). The application for this grant can be tricky; must be able to demonstrate how Carbondale is affected by mineral extraction.

Hollis: Miners Park ramp needs to be completed.

Becky: Are all of the bathrooms done?

Eric: No, they are not all going to get done for \$25,000. The bathrooms in Giannetti Park will need to be scraped.

Hollis (referring to spreadsheet from previous minutes): Where are we for 2019?

Eric: Pool RFP is completed, but not quite out for bid. Miners Park is done. Bear-proof trash containers is ongoing. Highway 133 irrigation is done. There is money in the budget for Nuche Park and it is in-process; still need vehicular access/gate and fence for control and access.

Becky: It might be very helpful to update the spreadsheet for each meeting, so the Board can stay up-to-date.

2. Work with consultants to produce the Aquatics Center Master Plan for a pool feasibility study from the Fall 2018 Greater Outdoors Colorado grant program. Plan is due in the Fall of 2020. (75-4800- 9365 \$18,750 matching funds came out of 2019 budget for a \$75,000 reimbursable grant at completion of plan in 2020) look to GOCO LPOR Funding Cycle for 2021 to implement master plan findings.

Questions/Comments:

Rose: Will there be another pool meeting?

Eric: It will all happen again for the Master Plan.

Rose: We still would like a voice in the development of the plan.

3. Gateway RV Park Improvements: Electrical Work at the leech field (RV Park Maintenance 01-4525-3600 \$2,500) Replace shingled roof with metal seam for future solar potential on bathhouse. (RV Park Building

Maintenance 01-4525-3660-\$ 9,000) Continue work for the phased project process of adapting all RV sites to 50 amp power pedestals. (RV Park improvements/equipment 01-4525-9360 \$35,000)

Parks Department

1. Utilize the Conservation Trust Fund to replace existing trash cans with bear proof trash cans and recycling specific bear proof cans in Town Parks. Staircase, Miners Park, Sopris, North Face, Hendricks, Gianinetti have been completed. Delaney Nature Park (3), Colorado Meadows (2), and Glacier (2) and Thompson Park (1) RVR Triangle park (2) and (1) one additional in Sopris Park will be the next parks slated to receive bear proof trash cans. Total of 11 needed. (Parks Maintenance 10-4800-3600 \$12,000 will fund 8 for 2020)

Questions/Comments:

Rose: Will local artists be able to decorate?

Eric: The previous batch were wrapped and sealed. There was a lot of unforeseen staff time spent to complete the project.

2. Red Hill Trails Maintenance (Trail Maintenance 01-4520-3684 \$15,000)

Questions/Comments:

Becky: Is this an ongoing fund?

Eric: There is a total of \$150,000 budgeted for completing infrastructure (trails, kiosk, signage, dog pots, some sort of bathroom facilities, etc) from AVL's "Save Red Hill" campaign. It has been budgeted as \$15,000 per year for ten years. If the allotted money isn't used one year, it can be rolled over to the next year, however, the \$150,000 is all there is.

Hollis: Then the Town would absorb any additional costs?

Eric: Yes.

Genevieve: Will it require a tax increase or mill levy in the future?

Eric: The tax increase is being reserved for the pool. It will need to be voted on. The Board of Trustees can propose a Capital Improvement Tax rather than being proposed by Parks and Recreation.

Hollis: It is ½ cent in perpetuity.

Eric: We have to determine how to manage and maintain the reserve. The debt payment on the Recreation Center will be completed in 2024, and it is anticipated that that money can then be used for the pool.

3. Paint Sopris Park Gazebo and repair. (Park Maintenance 01-4520-3600 \$6,000)
4. Reconfigure irrigation in North Face Park to accommodate new pickleball Courts and fence lines (Sprinkler System Maintenance 01-4520-2380 \$4,000). Re-imbursed by Roaring Fork Pickleball Association
5. New border for Miners' Volleyball courts. 6' Rubber border 8" (Parks Maintenance 01-4520-3600 \$3,500)
6. Bike Racks at the North Face Bike Park and the Darien Pickleball and Tennis Courts. (Park Improvements/equipment 01-4520-9360 \$1,900)
7. Partially fund a steam weed machine 50%. (Park Improvements/Equipment 01-4520-9360 \$12,137)
8. VFD Pump for Hendricks Irrigation System. (Park Improvements/Equipment 01-4520-9360 \$30,000)
9. Implement attachments for Ventrack requested by priority: 1. Sidewalk broom (\$4,870) 2. Stump grinder (50% = \$1,702) 3. Aeravator. Aerates and seeds (\$8,705) (Park Improvements /Equipment 01-4520-9360)
10. Two new weed eaters Stihl 240 (Park Improvements/Equipment \$1,500)

Recreation Department

1. Maintain budget in Temp labor for ongoing weed mitigation in our Parks. (Temp Labor O 1-4500-3982 \$10,000 Temp Rodeo Cleanup is reimbursed from CWWRC)
2. Ball Park dugout improvements. Roof and Soffit repairs and/or replacement and paint RVR, Tiny Nightingale, Bill Hanks. (Baseball/Soccer Field Maintenance 01-4500-3652 \$3,500)
3. 4th Street storage shed repairs and replace door with safer option. (Building Maintenance Expense 01-4500-3660 \$4,000)
4. Towable, mobile stage. (Park Improvements/Equipment 01-4520-9360 (\$60,000)

Recreation Center

1. Increase marketing in social media and other non-traditional forms of program promotion (ie.- website, e-mail blasts, Facebook, Twitter, linked-in, u-tube, Instagram). Updated website will be able to support video feeds. Increase marketing to the Latino community with a radio campaign focusing on membership opportunities, scholarships and youth and adult sports leagues.

Questions/Comments:

Becky: Do you track the data to see if this is successful?

Eric/Jessi: We can add a question about how they heard about the program to capture the data.

2. Program budget improvements utilizing our Program Cost Break Even Analysis data. Scrutinizing our fee structure and cost recovery on a per program basis and making the necessary changes according to our cost recovery philosophies. New fitness classes: Circuits & Conditioning, Alpine Conditioning, & Pound. Continue to

find ways to re-purpose activity room and to increase fitness class offerings. Yoga, foam rolling classes, small group personal training, Tai Chi, Mah Jongg.

3. Active Energy Management Plan. Continue to monitor energy use and production at the CRCC and make the necessary changes to our energy consumption through an active energy management plan that includes HVAC tune-ups and HVAC software upgrades to a cloud-based control system. (Building Maintenance and Grounds Line Item 75-4500-3660 \$8,500)
4. Retrofit one of the East Patio doors to be automatic to upgrade our ADA accessibility. (Building Maintenance Line Item 75-4500-3660 -\$6,000)
5. Climbing Wall Inspection. (Equipment Maintenance /Repair 75-4500-3530 \$2,000)
6. Purchase additional bike racks for south side/front entrance of Carbondale Rec Center. (Rec Facilities /Equipment 75-4500-9410 \$1,900).
7. Purchase and install industrial fan in fitness area. (Rec Facilities/Equipment 75-4500-9410 \$5,500)
8. Equipment replacement schedule for 2 new ellipticals. (Rec Facilities/Equipment 75-4500- 9410-\$8,345)

Swimming Pool

1. Re-paint and repair facility prior to opening. Repair concrete holes in pool deck and secure ladders. (General Maintenance and repairs 75-4512-3661 \$3,000)
2. Repair outside chemical room door. (Building Maintenance Line Item 75-4512-3660-\$4,000)
3. Repair liner in large pool with vinyl patches. (General Maintenance and repairs 75-4512-3661\$3,000)
4. Purchase more durable lounge chairs for the pool deck. (Umbrellas and Chairs 75-4512-9362\$2,000)

Recreation Programming

1. Continue to produce two sheets of ice for public use. (Gus Darien and 4th St. Plaza Park)
2. Continue to provide a positive community experience with our special events and scrutinize the ability to enhance existing events with sustainability and cost recovery in mind. These events include: 4th of July Parade and Pool Party (added Pool Birthday festivities), Celtic Fest & Oktoberfest, Light-Up Carbondale, First Friday Events, Bonedale Bike Week Bike Jam and Bike Rodeo, Easter Egg Hunt, Easter 5K Scavenger Hunt, Spring into Fun Family Block Party, Skate Park Competition, Pickleball Tournament, Full Moon Tri in January and the Turkey Cross Trot 5K Running Race. We will maintain our managerial role for both Our Town, One Table and Potato Day. (Self-Funded Special Events Line Item 01-4500-8000 \$25,000 for all events besides Celtic and Oktoberfests; Special Programs Line Item 01-4500-8201, \$55,170 Celtic and Oktoberfests.)
3. Continue to be involved with the Garfield County Healthy Community Coalition. Continuation of the local HEAL committee and collaboration with Live Well Colorado, Roaring Fork Food Alliance, Cooking Matters, Garfield County Public Health, and the Colorado State University extension programs and instructors. Consider submittal of a mini-grant, which does not require matching funds, for sustaining Farm RX program or for programming that matches the Healthy Eating, Active Living mission. (i.e.- cooking classes and our wellness programs).

REPORT & UPDATES

Eric Brendlinger, Parks & Recreation Director:

- KDNK Fundraiser "The Hoot" this weekend
- One Town, One Table also this weekend
- Weaver Ditch ADA access presented to the Board of Trustees. The next step is 60% design engineering and cost estimate for shovel-ready project
- Bid process for Red Hill Trail Signs underway, anticipate award and installation sometime this fall
- Participated in a meeting with RE-1 and Town of Carbondale leadership. The purpose of the meeting was to discuss the needs of Carbondale area students and how Parks & Recreation programming meshes with school district programming. All agreed the dialogue needs to be initiated outside of needs and there are many areas of compatibility in both programming and outreach
- The RFP for Aquatic Facility feasibility study will be released next week

Jessi Rochel, Recreation Center and Program Manager:

- The new website has been launched!
- The Fall Brochure will be ready for distribution in mid-September
- Due to the lack of staff, the pool went on modified hours on August 11, one week earlier than anticipated
- A Quincenara will be held on Saturday, August 17, and will be the last major event at the Recreation Center for the summer
- Programming is wrapping up for the summer at the Recreation Center and Pool but includes a

science and recreation mini-camp, a backpacking trip, Rock Warriors, a Senior trip to Palisade on Friday, August 23, and the Youth Triathlon on Saturday, August 24

- Farm Rx started on Wednesday, August 14, and will continue through September
- The Pickleball Tournament is scheduled for September 21 and 22

Becky Moller, Parks & Recreation Commission Chair

- Susan Crisman and Desiree Rothschild contacted her about the Town Weed Management Plan and where its adoption was at. They were concerned about the level of weed spraying in RVR and when they contacted RVR, they were told that RVR was following the Town plan. Becky indicated she had forwarded the Weed Management Plan to them and would follow up, if needed.

ADJOURNMENT

The August 14, 2019, regular meeting adjourned at 9:10 pm. The next regularly scheduled meeting is set for September 11, 2019 at 7:00 pm.

Respectfully submitted,
Kae McDonald

**MINUTES
BIKE, PEDESTRIAN & TRAILS COMMISSION
June 3, 2019**

Darryl Fuller called the Bike, Pedestrian, and Trails (BPT) Commission meeting to order at 6:00p.m. on June 3, 2019, in the Town Hall meeting room.

ROLL CALL

The following members were present for roll call:

BPT Members:	Laurie Loeb, Member Darryl Fuller, Chairperson Darren Broom, Member Matt Gworek, Member Niki Delson, Member Christopher Perkes, Member
Absent:	Mark Giesecke, Member Holy McLain, Member Meg Plumb, Member
Town Staff Present:	Angie Sprang, Boards & Commissions Clerk Ben Bohmfalk, Board of Trustees Liaison Kevin Schorzman, Public Works Director

CONSENT AGENDA

Motion Passed: Darren Broome ***moved*** to approve the minutes from March 2019. Niki Delson ***seconded*** the motion, and it was ***unanimously approved***.

PERSONS PRESENT NOT ON THE AGENDA

Citizen, Holly Buell, who lives on 8th Street requests signage for bikes on 8th street to improve bike safety. She suggested one option could be to narrow the street width, like Seattle streets, could reduce speeds and truck traffic.

This item can be added to the priority corridors task force discussion, so that the issue can be explored further.

BICYCLE FRIENDLY COMMUNITY AWARD AND RECOMMENDATIONS

Darryl presented and explained the bicycle friendly community gold award and report card. Platinum would be the next level of accomplishment. Darryl recommended the BPT commission pursue the platinum level.

UPDATE ON UPCOMING CONSTRUCTION PROJECTS/IMPROVEMENTS

Kevin provided an update regarding the City Market development.

The Rio Grande intersections with second street and the planned pedestrian path for the senior community were discussed. Concern that bicyclists will not be aware of the new path and more traffic on second. Kevin is discussing signage with RFTA.

TASK GROUP STRUCTURE OVERVIEW AND REQUEST FOR PARTICIPATION

Task force meetings may start taking place in-between quarterly BPT meetings. Identifying user groups such as CAFCI and school kids to consult with. Priority Corridors, Bike Education, and Bicycle Friendly Community could be the three task groups.

Niki reported about CAFCI's work that intersects with BPT work. CAFCI is bringing an application for membership to a senior's friendly community. Items they are working to survey mobility issues and hope to address are:

- Sidewalk encroachment
- Benches ADA
- Intersections of concern ADA
- Bike Education

Darren reported that they will be providing bike education in partnership with CAFCI. They are acquiring 162 audible bicycle bells, and distributing them throughout the community along with PSAs on the radio to educate people about bike safety.

Who's on the task groups/forces? 2 to 3 commission members on each of the following.

- Priority Corridors: Matt Gworek, Chris Perkes
- Bike Education: Laurie Loeb, Darren Broome
- Bicycle Friendly Community: Laurie Loeb

REPORTS & UPDATES

Laurie encouraged the board to meet monthly instead of quarterly. Discussion ensued; points made were:

- Troubles with quorum
- Getting less done with monthly meetings more time talking – small groups push initiatives – then returning to the commission with solutions
- This item will be reserved for the next quarterly meeting & it will be a trial time to discuss the necessity of meeting monthly or quarterly.
- 1st Monday of every month is still reserved for meetings
- Keeping the task force meeting dates flexible is good because they can make time in small groups to get things arranged/done

Niki mentioned that it may be good to cross communicate about matters where these task force group initiatives intersect.

Charlie Lozner, applied for membership on the commission. He has a background in Marketing. His application was tabled for the September 9 meeting.

Budget planning will be on the September 9, 2019 agenda. Task forces keep in mind goal setting prior to the September meeting.

ADJOURNMENT

The June 3, 2019 regular meeting adjourned at 8:05 p.m. The next meeting is scheduled to commence at 6:00 p.m. on September 9, 2019 (second Monday in September, instead of the first Monday).

Respectfully submitted,
Angie Sprang

**MINUTES
CARBONDALE PUBLIC ARTS COMMISSION
June 26, 2019**

CALL TO ORDER

Sarah Moore called the Carbondale Public Arts Commission to order at 5:30pm, June 26, 2019.

ROLL CALL

The following members were present for roll call:

CPAC Members:	Sarah Moore, Chairperson Joe Burleigh, Member Susan Johnson, Member Carol Klein, Member Ann Harris, Member Sondie Reiff, Member Mark Harris, Member
Town Staff Present:	Laurie Lindberg, Town Liaison Angie Sprang, Boards & Commissions Marty Silverstein, Trustee Liaison

CONSENT AGENDA

Motion Passed: Ann ***moved*** to approve the minutes from May 2019. Susan ***seconded*** the motion, and it was ***unanimously approved***.

PERSONS PRESENT NOT ON THE AGENDA

Mark Harris presented information about student education and arts plan. Carbondale Arts would like to work with CPAC on this 5-year plan. Artist shows could be done at the Launchpad, and sculpture info could be put on their map. Carbondale Arts will share info about the Art Walk with all of their contact base and help with marketing. Carbondale Arts is working on their first mural on the Near New building. One mural will be on the side of the Century Link building. The mural art will be opened up via an RFP process to find a muralist. Carbondale Archway over the Rio Grande is complete. The budget for each mural is \$10k.

CPAC BUDGET

Checks will be cut soon.

ART AROUND TOWN SHOW REVIEW

The art show came out good. The horse piece may be missing a horse, and staff will check on that and contact the artist if it is so. Many commented that the show was the best in a long time, great feedback! The reception may be replaced with a dinner just for the artists because it was not well attended. Finding a way to give the artists a free hotel stay was also discussed. A dedicated marketing person next year may be an added benefit. Thank you's went around to all public works folks who did installs and de-installs, really great feedback!!

CHAIR TRANSITION DISCUSSION

Sarah Moore is resigning from her position as Chair to create an opening for fresh ideas. Susan and Laurie will train on Café. Ann Harris and Susan Johnson are interested in Co-Chair.

Motion Passed: Sondie ***nominated*** Ann and Susan to co-chair. Joe ***seconded*** the nomination, and it was ***unanimously approved***.

Sondie is also resigning from CPAC. Volunteer positions are opening up, and recruitment will begin for new positions. A volunteer fair was recommended, and someone will check in with the Chamber and County public service coordinator.

ADJOURNMENT

The June 26, 2019, regular meeting adjourned at 6:30 pm. The next regular meeting set for September 4, 2019.

Respectfully submitted,
Angie Sprang